

SINGER PAKISTAN LIMITED

28<sup>th</sup> November, 2017

Mr. Muhammad Ghufuran  
Deputy General Manager  
Pakistan Stock Exchange Limited  
Stock Exchange Building  
Stock Exchange Road  
KARACHI

**DISCLOSURE OF MATERIAL INFORMATION**

This is with reference to your letter ref no. PSX/ C-539-7234 dated 26<sup>th</sup> October, 2017.

As requested we have enclosed following information:

1. Draft scheme of amalgamation/ merger approved by the Board of Directors of the company.
2. Complete report of Valuation and Swap Ratio which forms its basis
3. Disclosure of material information posted on PUCARS Post Id- 106946 dated 27<sup>th</sup> November, 2017

Further we will also arrange documents/ information requested in point i to vii in above mentioned letter as and when available.

Thanks and Best Regards,  
For **SINGER PAKISTAN LIMITED**

**TAUSEEF AHMED ZAKAI**  
Company Secretary

Encl: a/a

Copy to:  
**The Director (SSED)**  
Securities Market Division  
Securities & Exchange Commission of Pakistan  
NIC Building, Jinnah Avenue, Blue Area, Islamabad

**Managing Director- PSX**

# **SCHEME OF ARRANGEMENT**

**UNDER SECTIONS 279 TO 282 AND 285 OF  
THE COMPANIES ACT, 2017**

**INVOLVING**

**SINGER PAKISTAN LIMITED**

**AND**

**COOL INDUSTRIES (PRIVATE) LIMITED**

**AND**

**LINK WEL(PRIVATE) LIMITED**

**AND**

**ELECTRONICS MARKETING COMPANY (PRIVATE) LIMITED**

**FOR**

**The merger / amalgamation of the entire undertakings of Cool Industries (Private) Limited and Link Wel (Private) Limited with and into Singer Pakistan Limited, along with the separation / demerger of Singer Pakistan Limited's retail business and merger / amalgamation of the same with and into Electronics Marketing Company (Private) Limited, alongwithall ancillary matters.**

## SCHEME OF ARRANGEMENT

UNDER SECTIONS 279 TO 282 and 285 OF THE COMPANIES ACT, 2017

### BETWEEN

**SINGER PAKISTAN LIMITED**, a public company limited by shares and listed on the Pakistan Stock Exchange Limited, incorporated and existing under the laws of Pakistan and having its registered office at Plot No. 39, Sector 19, Korangi Industrial Area, Karachi (hereinafter referred to as "**SPL**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

### AND

**COOL INDUSTRIES (PRIVATE) LIMITED**, a private company limited by shares, incorporated and existing under the laws of Pakistan and having its registered office at House No. 197, Street No. 35, off Khayaban-e-Ittehad, Phase VI, D.H.A., Karachi (hereinafter referred to as "**CIL**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

### AND

**LINK WEL(PRIVATE) LIMITED**, a private company limited by shares, incorporated and existing under the laws of Pakistan and having its registered office at House No. 197, Street No. 35, off Khayaban-e-Ittehad, Phase VI, D.H.A., Karachi (hereinafter referred to as "**LWL**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

### AND

**ELECTRONICS MARKETING COMPANY (PRIVATE) LIMITED**, a private company limited by shares, incorporated and existing under the laws of Pakistan and having its registered office at Shop No. 5 & 6, Ground Floor, Shaheen Tower, Plot No. 23-A, Block-6, Pakistan Employees Cooperative Housing Society, Shahr-e-Faisal, Karachi – 75400 (hereinafter referred to as "**EMCPL**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns).

### RECITALS

**WHEREAS** by this Scheme of Arrangement ("**Scheme**"), it is, *inter alia*, proposed that:-

1. The entire undertaking comprising all the Assets, Liabilities and Obligations of CIL shall, as at the Effective Date (as defined below), stand merged with, transferred to, vested in, and be assumed by SPL.
2. As consideration for the above, it is proposed that SPL Shares shall be issued to the CIL Shareholders in accordance with this Scheme.
3. Upon the merger and transfer of CIL in the manner stated under this Scheme, CIL shall be dissolved without winding up.

4. Simultaneously, the entire undertaking comprising all the Assets, Liabilities and Obligations of LWL shall, as at the Effective Date, stand merged with, transferred to, vested in, and be assumed by SPL.
5. As consideration for the above, it is proposed that SPL Shares shall be issued to the LWL Shareholders in accordance with this Scheme.
6. Upon the merger and transfer of LWL in the manner stated under this Scheme, LWL shall be dissolved without winding up.
7. Simultaneously, the undertaking comprising the Assets, Liabilities and Obligations of SPL shall be split into 2 (two) separate segments i.e. the Retail Business and the Retained Undertaking.
8. The segment comprising all the Assets, Liabilities and Obligations of the Retail Business shall be carved out and, as at the Effective Date, stand merged with, transferred to, vested in, and be assumed by EMCPL.
9. As consideration for the above, it is proposed that EMCPL Shares shall be issued to SPL in accordance with this Scheme.
10. Upon the merger and transfer of the Retail Business to EMCPL in the manner prescribed under this Scheme, SPL shall continue to own and operate the Retained Undertaking, while EMCPL shall own and operate the Retail Business, each as independent companies without either company being wound up.
11. This Scheme, if approved by the respective shareholders of SPL, CIL, LWL and EMCPL, through a special resolution, along with the requisite majority of creditors (as may be applicable), and sanctioned by the Court by an order passed in this respect, is to be binding on SPL, CIL, LWL and EMCPL along with all the shareholders, creditors, employees, Customers, contracting parties, tax authorities and any other regulatory / statutory bodies of or with respect to SPL, CIL, LWL and EMCPL (as applicable) respectively.

## **BENEFITS OF THIS SCHEME**

### **A. Larger Equity and Asset Base for SPL**

The CIL Amalgamation and LWL Amalgamation would lead to an increased asset base and size of SPL, which is a listed company. This would in turn assist the management to have access to more external funds at competitive rates. The larger size of equity and asset base would also provide greater comfort to existing and potential creditors of SPL.

Access to larger resources would, in turn improve growth prospects and the ability of the merged entity to undertake large assignments.

### **B. Synergies**

The CIL Amalgamation and LWL Amalgamation would give an opportunity to operate the businesses of SPL, CIL and LWL (being similar in nature) through a consolidated operations department and a single accounts department, thus resulting in economies of scales.

Subsequent to the CIL Amalgamation and LWL Amalgamation, SPL will also be in a position to effectively and efficiently manage raw materials, production and working capital requirements with respect to the combined business of SPL, CIL and LWL which is expected to result in further economies of scale. The merged entity will also be able to benefit from the efficiency attained in buying quality raw material for production through bulk discounts with improved and greater buying power.

### **C. Branding and Marketing**

Pursuant to the CIL Amalgamation, SPL (as the surviving entity) will be able to utilize the benefits of the "Waves" brand which is held by CIL (along with the "Singer" brand which is already owned by SPL). The same will collectively provide a stronger brand position for SPL, along with enhanced marketing and advertising opportunities, increased market penetration and other ancillary benefits.

Additionally, working with professional creative, media and outdoor agencies will lead to sharing of resources such as free sites, multiple discounts on print and outdoor campaigns, enhanced creativity, along with better access to advertisement space on print and electronic media.

### **D. Increase in Risk Absorption Capacity**

The larger size of SPL (as the merged / amalgamated entity) would increase its risk absorption capacity thus enhancing its capacity to manage the potential risks arising out of the adverse and uncertain operating environment. In the long run, this factor would provide greater stability as well as sustainability in operations.

### **E. Reduction in Administrative Costs**

The CIL Amalgamation and LWL Amalgamation would enable SPL, CIL and LWL to carry out their respective businesses through a consolidated operations, accounts, treasury and management information system (MIS) department with consolidated sets of management and staff, thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

**F. Consolidated Corporate and Tax Reporting**

The CIL Amalgamation and LWL Amalgamation will make consolidated corporate and tax reporting possible for SPL, CIL and LWL. It will entail elimination of maintenance of separate records for business operations, selling, purchasing, marketing, legal, administrative, and secretarial and other records under the various laws resulting in duplication of work and higher costs.

Furthermore, since SPL has unused tax credits and tax losses, subsequent to the CIL Amalgamation and the LWL Amalgamation, the profitable operations of CIL and LWL will help use such unused tax credits and tax losses at a faster pace which will prevent the same from expiring.

**G. Leveraging Against Certain Properties of CIL and LWL**

The CIL Amalgamation and LWL Amalgamation will allow SPL to acquire the benefit of use of the properties and assets of CIL and LWL without having to pay upfront cash consideration to the respective shareholders of CIL and LWL. The shareholders of SPL, by diluting their shareholding in SPL, shall make the operations of SPL (subsequent to the CIL Amalgamation and LWL Amalgamation) more efficient financially for the company.

**H. Integration and Utilization of Resources**

The CIL Amalgamation and LWL Amalgamation will strengthen SPL's activity and business by integrating the facilities / units and operations of SPL, CIL and LWL. SPL will be able to distribute its business amongst the various facilities, and utilize the same in an effective and efficient manner, thereby giving room in the future for effecting economies of scale and improving the business now carried on by SPL (and proposed to be carried on by it in the future).

Furthermore, the CIL Amalgamation and LWL Amalgamation are expected to result in improved supply chain management which will maximize customer value and provide a competitive advantage in the market place. This will bring efficiency in various fields including production, product development, customer delivery and after sales services.

**I. Strategic Geographical Locations**

The CIL Amalgamation and LWL Amalgamation shall allow SPL to have additional industrial / production presence in the northern region of Pakistan, which will provide a strategic advantage to the merged entity throughout Pakistan. SPL will be able to compete more easily and efficiently with the northern region competitors in order to capture a larger potential / prospective market due to lower transportation costs and availability of technical support in the region to support customer care.

Furthermore, the presence of SPL in the northern and southern regions will enable it to procure additional business and have greater market access, along with allowing it to provide improved after sale activities through such enhanced geographical reach.

**J. Specialization**

The RB Amalgamation would allow EMCPL to specialize in carrying out marketing and sales activities, including for the products manufactured / imported by SPL (under, *inter alia*, the "Singer" and "Waves"

brands). EMCPL will be able to use the facilities and management available to it more effectively, allowing it to become a leading service provider, resulting in greater revenue.

At the same time, since SPL will be the holding company of EMCPL, SPL will still be in a position to oversee, supervise and control the business and operations of EMCPL (to the extent applicable), while the management of EMCPL shall operate the businesses on a regular basis. This structure would result in the business/ EMCPL being managed and carried out in a more effective and efficient manner, thus benefitting SPL's shareholders.

**K. Objectives Long Term Growth and Expansion**

Consolidation of the businesses of SPL, CIL and LWL, along with the separation of the Retail Business (as part of the Amalgamations) will allow the managements of the surviving companies i.e. SPL and EMCPL (which is a wholly owned subsidiary of SPL) to focus on the business segment carried out by the respective company, resulting in better performance of the same. At the same time the respective managements shall be able to apply their skills and experience towards the long term growth of the respective companies and even expand the businesses to services which are relevant to their applicable fields. Since the prospect of electronics and home appliances is expanding in Pakistan, the Amalgamations will enable the respective companies to thrive, which will benefit the shareholders of SPL.

NOW THEREFORE, this Scheme is presented as follows:

## ARTICLE 1

### DEFINITIONS

1.1. In this Scheme, unless the subject or context otherwise requires, the following expression shall bear the meanings specified below:

**“Act”** means the Companies Act, 2017;

**“Amalgamations”** means collectively the CILAmalgamation, the LWLAmalgamation and the RBAmalgamation;

**“Annexure A”** is the annexure attached hereto which contains the details of the Retail Business;

**“Annexure B”** is the annexure attached hereto which lists the members of the Board of Directors of SPL;

**“Annexure C”** is the annexure attached hereto which lists the members of the Board of Directors of CIL;

**“Annexure D”** is the annexure attached hereto which lists the members of the Board of Directors of LWL;

**“Annexure E”** is the annexure attached hereto which lists the members of the Board of Directors of EMCPL;

**“Annexure F”** is the annexure attached hereto which contains the split balance sheet of SPL illustrating the positions (i) prior to the Effective Date; and (ii) after the Effective Date, to the extent of the RB Amalgamation (i.e. after the RB Amalgamation) respectively;

**“Annexure G”** is the annexure attached hereto which contains the balance sheets of EMCPL (i) prior to the Effective Date; and (ii) after the Effective Date, illustrating the positions before and after the Retail Business has been merged with and into EMCPL (including details of the break-up of the Retail Business);

**“Annexure H”** is the annexure attached hereto containing the SwapLetter;

**“Annexure I”** is the annexure attached hereto which contains the details of the shareholdings of the Directors of SPL, CIL, LWL and EMCPL in the said companies;

**“Assets”** mean assets, properties and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible) and includes properties held on trust and benefit of securities obtained from Customers, benefits, powers, rights, authorities, privileges, contracts, Government consents, tax refunds / credits, tax exemptions, sanctions and authorizations, including all registrations, licences, no objection certificates / letters, permits, categories, entitlements, sanctions, permissions and benefits relating to the business / company, all trademarks, patents, copyrights, licences, liberties, secret processes, know-how, good-will and confidential information belonging / pertaining to a company. Without in any way limiting or prejudicing the generality of the foregoing, it is hereby clarified that the Assets shall include: (i) all properties, immovable and movable, real, corporeal or incorporeal, in possession or reversion, present or contingent of



whatsoever nature and wheresoever situated belonging to a company; (ii) all choses-in-action, instruments, decretal amounts, bank and other accounts, cash balances, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits, prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of a company, whether legal or beneficial, whether within or out of Pakistan, and all books of accounts, registers, records and all other documents of whatever nature relating thereto; (iii) all the connections and facilities for telecommunications, electricity, gas and other installations, owned by, leased or licensed to a company (including related deposits); and (iv) the Contingent Claims, tax credits / carry forward losses and proceeds realized from the Liquidation of the Contingent Claims;

**“CDC”** means the Central Depository Company of Pakistan Limited;

**“CDS”** means the Central Depository System (an electronic book entry system for the recording and transfer of securities, established under the Central Depositories Act, 1997 and maintained by the CDC;

**“CIL”** shall have the meaning as prescribed in the Preamble above;

**“CIL Amalgamation”** shall have the same meaning as prescribed thereto in Article 2.1.(i) of this Scheme;

**“CIL Record Date”** means the date to be fixed by the directors of CIL, after the Completion Date, to determine the identities and entitlements of the CIL Shareholders;

**“CIL Shareholders”** means the registered shareholders of CIL on the CIL Record Date, being the shareholders of CIL to whom SPL Shares shall be issued in accordance with the provisions of this Scheme;

**“CIL Swap Ratio”** shall have the same meaning as prescribed thereto in Article 11.1. of this Scheme;

**“Claim”** means claim, counter-claim, demand or cause of action and includes a Contingent Claim;

**“Completion Date”** has the same meaning as prescribed thereto in Article 3.1. of this Scheme;

**“Contingent Claims”** means any potential Claim that a company may have against any person prior to the Effective Date which may not be disclosed or reflected as part of its Assets on its books or records;

**“Contract”** means any contracts, agreements, deeds, instruments, letters or undertakings of every description, creating any obligations enforceable against the parties, including any finance agreements;

**“Court”** means the High Court of Sindh at Karachi;

**“Creditors of CIL”** means the secured creditors of CIL existing on the Completion Date;

**“Customer”** means any person having entered into a transaction, arrangement or other dealing with a company;

**“Effective Date”** shall have the same meaning as prescribed thereto in Article 3.1. of this Scheme;

**“EMCPL”** shall have the meaning as prescribed in the Preamble above;

**“EMCPL Shares”** means the ordinary shares of PKR 10/- (Pak Rupees Ten) each in the share capital of EMCPL to be issued and allotted to SPL, in accordance with Article 13 of this Scheme;

**“existing”** means existing, outstanding or in force immediately prior to the Effective Date;

**“Liabilities and Obligations”** includes all borrowings, liabilities, duties, commitments and obligations of every description (whether present or future, actual or contingent) arising out of any Contract or otherwise whatsoever and the term **“Liabilities”** and **“Obligations”** are used interchangeably and/or in conjunction with each other;

**“Liquidation”** means the release, compromise, satisfaction, settlement or reduction to judgment of any Claim by a competent court of law;

**“LWL”** shall have the meaning as prescribed in the Preamble above;

**“LWL Amalgamation”** shall have the same meaning as prescribed thereto in Article 2.1.(ii) of this Scheme;

**“LWL Record Date”** means the date to be fixed by the directors of LWL, after the Completion Date, to determine the identities and entitlements of the LWL Shareholders;

**“LWL Shareholders”** means the registered shareholders of LWL on the LWL Record Date, being the shareholders of LWL to whom SPL Shares shall be issued in accordance with the provisions of this Scheme;

**“LWL Swap Ratio”** shall have the same meaning as prescribed thereto in Article 12.1. of this Scheme;

**“RB Amalgamation”** shall have the same meaning as prescribed thereto in Article 2.1.(iii) of this Scheme;

**“RB Employees”** means the employees of SPL who are employed wholly or principally for the purposes of the business segment pertaining to the Retail Business, as identified by SPL on or prior to the Completion Date in accordance with Article 16.3;

**“Retail Business”** means the specific Assets, Liabilities and Obligations of SPL, pertaining to its retail business undertaking / segment, as more specifically described in Annexure A attached hereto;

**“Retained Undertaking”** means all the Assets, Liabilities and Obligations of SPL, excluding the Retail Business;

**“Scheme”** means this Scheme of Arrangement in its present form with any modifications thereof or additions thereto, approved or with any conditions imposed by the Court;

**“Security”** or **“Securities”** means interest, right or title in and to any and all mortgages or charges (whether legal or equitable), debentures, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, right of set-off, undertaking or other means of securing payment or discharge of any liabilities and obligations;

**“SPL”** shall have the meaning as prescribed in the Preamble above;

**“SPL Shares”** means the ordinary shares of PKR 10/- (Pak Rupees Ten) each in the share capital of SPL to be issued and allotted to the CIL Shareholders and the LWL Shareholders in accordance with the provisions of this Scheme; and

“**Swap Letter**” means the Swap Letter dated November 18, 2017, issued by Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited), attached hereto as Annexure H, containing, *inter alia*, the CIL Swap Ratio and the LWL Swap Ratio.

## ARTICLE 2

### OBJECTS OF THE SCHEME

- 2.1. The principal object of this Scheme is to give effect to the following:
- (i) amalgamate CIL with and into SPL by transferring to, merging with and vesting in SPL the whole of CIL, including all Assets, Liabilities and Obligations of CIL, as of the Effective Date, against the allotment and issue of SPL Shares to the CIL Shareholders based on the CIL Swap Ratio, and dissolving CIL without winding-up (the “**CIL Amalgamation**”);
  - (ii) simultaneously, amalgamate LWL with and into SPL by transferring to, merging with and vesting in SPL the whole of LWL, including all Assets, Liabilities and Obligations of LWL, as of the Effective Date, against the allotment and issue of SPL Shares to the LWL Shareholders based on the LWL Swap Ratio, and dissolving LWL without winding-up (the “**LWL Amalgamation**”); and
  - (iii) simultaneously, separate / demerge the Retail Business from SPL and amalgamate the same with and into EMCPL by transferring to, merging with and vesting in EMCPL the whole of the Retail Business, including all Assets, Liabilities and Obligations of the Retail Business, as of the Effective Date, against the allotment and issue of EMCPL Shares to SPL in accordance with the provisions of this Scheme (the “**RBA amalgamation**”).
- 2.2. It is hereby clarified that although all of the above steps will take place on the same date, the same shall be deemed to be effective as of the Effective Date.
- 2.3. The Retained Undertaking shall not at any time be transferred to or vest in EMCPL and the same shall at all times remain part of SPL.

## ARTICLE 3

### EFFECTIVE DATE

- 3.1. This Scheme shall become operative and bind SPL, CIL, LWL and EMCPL as soon as the certified copies of the order of the Court under Sections 279 / 282 of the Act, sanctioning this Scheme and making any necessary provisions under Section 282 of the Act, have been filed with the Registrar of Companies, Karachi (hereinafter referred to as the “**Completion Date**”). When this Scheme becomes operative on the Completion Date, the Arrangement, in accordance with the Scheme, will be treated as having effect from the start of business on July 1, 2017 or at such other date as may be stated by the Court (hereinafter referred to as the “**Effective Date**”).
- 3.2. Accordingly, as of the Effective Date and thereafter, until the undertakings of CIL and LWL (including the Assets, Liabilities and Obligations of the said companies) are actually transferred to and vested in

SPL in terms of this Scheme, the businesses of CIL and LWL will be deemed to have been carried for and on account and for the benefit of SPL. The reserves, including un-appropriated profits/ losses of each of CIL and LWL, up to and immediately preceding the Effective Date, shall constitute and be treated as reserves/ losses of a corresponding nature in SPL and shall be accounted for on that basis in the books of account of CIL and LWL respectively.

- 3.3. Furthermore, as of the Effective Date and thereafter, until the Retail Business is actually transferred to and vested in EMCPL in terms of this Scheme, the business of SPL, to the extent of the Retail Business, will be deemed to have been carried for and on account and for the benefit of EMCPL. The reserves, including un-appropriated profits/ losses of SPL up to and immediately preceding the Effective Date, to the extent allocated for the Retail Business, shall constitute and be treated as reserves/ losses of a corresponding nature in EMCPL and shall be accounted for on that basis in the books of account of SPL.

## **ARTICLE 4**

### **CAPITAL**

- 4.1. The authorized share capital of SPL is PKR 700,000,000/- (Pak Rupees Seven Hundred Million) divided into 70,000,000 (Seventy Million) shares of PKR 10/- (Pak Rupees Ten) each, out of which 45,405,622 (Forty Five Million Four Hundred Five Thousand Six Hundred Twenty Two) shares have been issued, fully subscribed to and paid up.
- 4.2. The authorized share capital of CIL is PKR 600,000,000/- (Pak Rupees Six Hundred Million) divided into 60,000,000 (Sixty Million) shares of PKR 10/- (Pak Rupees Ten) each, out of which 52,500,000 (Fifty Two Million Five Hundred Thousand) shares have been issued, fully subscribed to and paid up.
- 4.3. The authorized share capital of LWL is PKR 150,000,000/- (Pak Rupees One Hundred Fifty Million) divided into 15,000,000 (Fifteen Million) shares of PKR 10/- (Pak Rupees Ten) each, out of which 7,500,000 (Seven Million Five Hundred Thousand) shares have been issued, fully subscribed to and paid up.
- 4.4. The authorized share capital of EMCPL is PKR 5,000,000/- (Pak Rupees Five Million) divided into 500,000 (Five Hundred Thousand) shares of PKR 10/- (Pak Rupees Ten) each, out of which 200,000 (Two Hundred Thousand) shares have been issued, fully subscribed to and paid up.
- 4.5. Upon the sanction of this Scheme, the authorized share capital of SPL shall be merged and combined with the authorized share capital of each of CIL and LWL. Resultantly, as a consequence of the above, the authorized share capital of SPL shall thus stand enhanced to PKR 1,450,000,000/- (Pak Rupees One Billion Four Hundred Fifty Million), divided into 145,000,000 (One Hundred Forty Five Million) shares of PKR 10/- (Pak Rupees Ten) each, and accordingly the Memorandum and Articles of Association of SPL shall stand amended. Approval of the shareholders of SPL to this Scheme shall also include and constitute an approval by way of special resolution from the shareholders of SPL, to the alteration of the Memorandum and Articles of Association of SPL for the increase of the authorized share

capital of SPL to PKR 1,450,000,000/- (Pak Rupees One Billion Four Hundred Fifty Million), as required in terms of the Act.

- 4.6. Upon the sanction of this Scheme, and subject to the payment of the requisite fee, the authorized share capital of EMCPL shall stand enhanced to PKR 250,000,000/- (Pak Rupees Two Hundred Fifty Million), divided into 25,000,000 (Twenty Five Million) shares of PKR 10/- (Pak Rupees Ten) each, and accordingly the Memorandum and Articles of Association of EMCPL shall stand amended. Approval of the shareholders of EMCPL to this Scheme shall also include and constitute an approval by way of special resolution from the shareholders of EMCPL, to the alteration of the Memorandum and Articles of Association of EMCPL for the increase of the authorized share capital of EMCPL to PKR 250,000,000/- (Pak Rupees Two Hundred Fifty Million), as required in terms of the Act.

## ARTICLE 5

### BOARD OF DIRECTORS

- 5.1. The present directors of SPL are listed in Annexure B attached hereto.
- 5.2. The present directors of CIL are listed in Annexure C attached hereto.
- 5.3. The present directors of LWL are listed in Annexure D attached hereto.
- 5.4. The present directors of EMCPL are listed in Annexure E attached hereto.
- 5.5. The respective directors of SPL and EMCPL are expected to continue as the directors after the Amalgamations / Completion Date, subject to compliance with the applicable laws and / or their ceasing to be directors in the meantime due to any reason(s) and appointments being made to the vacancies thus created.
- 5.6. The directors of CIL and LWL shall cease to hold office as directors without any rights to any compensation for loss of office.
- 5.7. All the directors of SPL, CIL, LWL and EMCPL have interest in the Amalgamations to the extent of their respective directorships and shareholdings in SPL, CIL, LWL and EMCPL (to the extent applicable), as more specifically detailed in Annexure I attached hereto. The effect of this Scheme on the interest of these directors does not differ from the respective interests of the shareholders of SPL, CIL, LWL and EMCPL (except as specified in this Scheme).

## ARTICLE 6

### CIL AMALGAMATION

- 6.1. **General Description**

- (i) As of the Effective Date, CIL, as a going concern, shall be amalgamated with and vest in SPL upon the terms and conditions set forth in this Scheme without any further act, deed, matter or thing, process or procedure.
- (ii) SPL shall be able to carry out all the business of CIL and shall be entitled to all the rights and the benefits thereof.
- (iii) CIL shall be dissolved, without winding up, on the date on which the SPL Shares are allotted and issued to the CIL Shareholders in consideration of the CIL Amalgamation or on such later date as the Court may prescribe.

**6.2. Transfer of the Assets**

As of the Effective Date, all the Assets of CIL, shall immediately without any conveyance or transfer and without any further act or deed, be vested in and become the undertaking and Assets of SPL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by CIL prior to the CIL Amalgamation. However, the vesting / transfer of the Assets shall be subject to all mortgages, charges or other encumbrances subsisting thereon (in the manner provided hereunder).

**6.3. Transfer of Liabilities and Obligations**

As of the Effective Date, all the Liabilities and Obligations of CIL (including towards the Creditors of CIL) shall immediately and without any further act or deed be assumed by and become the Liabilities and Obligations of SPL, which shall pay, undertake, satisfy, discharge and perform, when due, all such Liabilities and Obligations.

**6.4. SPL's Right to Execute Deeds**

Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and/or assumption of Liabilities and Obligation of CIL may, if required at any time, may be executed by officers of SPL authorized in this regard.

**6.5. References to Assets and Liabilities and Obligations**

Any reference in this Scheme to Assets or Liabilities and Obligations of CIL is a reference to Assets or Liabilities and Obligations to which CIL is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Obligations and Liabilities are situated or arise and whether or not such Assets or Obligations and Liabilities are capable of being transferred or assigned to or by CIL under any applicable law or instrument.

**6.6. Assets held in Trust, etc.**

Any Asset comprised or vested in CIL which immediately before the Effective Date was held by CIL as trustee or custodian in the form of any trust deed, settlement, covenant, agreement or will or as executor of the will, or administrator of the estate of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, as of the Effective Date, be held by SPL in the same capacity upon the trusts, subject to the powers, provisions and Liabilities applicable thereto.

**6.7. Contracts**

Every Contract to which CIL is a party shall have effect as of the Effective Date as if:

- (i) SPL had been a party thereto instead of CIL; and
- (ii) Any reference (however worded and whether express or implied) to CIL therein shall stand substituted, as respects anything to be done as of the Effective Date, to a reference to SPL.

**6.8. Bank Accounts**

Any account(s) maintained by CIL with any bank or financial institution shall, as of the Effective Date, become account(s) between SPL and such bank or financial institution, subject to the same conditions and incidents as therefore; provided that nothing herein shall affect any right of SPL to vary the conditions or incidents subject to which any account is kept.

**6.9 Instructions**

Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to CIL in writing shall have effect, as of the Effective Date, as if given to SPL.

**6.10. Negotiable Instruments**

Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, CIL, or payable at any place of business of CIL, whether so drawn, given, accepted or endorsed before, as of the Effective Date, shall have the same effect as of the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by SPL, or were payable at the same place of business of SPL.

**6.11. Custody of Documents**

The custody of any document, record or goods held by CIL as bailee and duly recorded in their books that pass to CIL under any Contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of SPL.

**6.12. Securities:**

- (i) Any Security held immediately before the Effective Date by CIL or by a nominee or agent of or trustee for CIL, as security for the payment or discharge of any liability and obligation of a Customer shall, as of the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for SPL and be available to SPL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (ii) In relation to any Security vested in SPL, pursuant to and in accordance with the provisions of this Scheme, and any liabilities and obligations thereby secured, SPL shall be entitled to the rights and priorities to which CIL would have been entitled if they had continued to hold the Security.
- (iii) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities shall, as of the Effective Date, be available to SPL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, CIL or, as the case may be, SPL were secured thereby immediately before that time.

- (iv) All Securities granted / created by CIL in favour of the Creditors of CIL will continue to remain operative and effective as Securities granted and created by SPL in favour of its own creditors. To the extent that CIL has granted any paripassu charge over the Assets or any class of Assets of CIL in favour of the Creditors of CIL, upon the CIL Amalgamation, the same shall be treated as a paripassu charge over the combined Assets (or relevant class of Assets) of SPL (including the Assets (of CIL and LWL) which stand transferred to and vested in SPL in accordance with the provisions of this Scheme), ranking paripassu with the charge(s) created / existing in favour of the secured creditors of SPL holding charges over similar Assets or class of Assets as the case may be. It is clarified that paripassu charge holders having charges over the fixed assets of CIL will have a charge over the fixed assets of SPL, ranking paripassu with all the secured creditors of SPL having paripassu charges over the fixed assets of SPL. Similarly, the paripassu charge holders having charges over the current assets of CIL will have charges over the current assets of SPL, ranking paripassu with the secured creditors of SPL having paripassu charges over the current assets of SPL. Furthermore, any charge or security interest granted to a Creditor of CIL, by CIL, over specific assets (including by way of mortgage over specific properties) will continue to remain restricted to such specific assets upon the CIL Amalgamation.

#### **6.13. Legal Proceedings**

Where by virtue of this Scheme any right, Claim or Liability of CIL, becomes a right, Claim or Liability of SPL as of the Effective Date, SPL shall have the same rights, claims, powers and remedies (and in particular the same rights, Claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right, Claim or Liability as if it had at all times been a right, Claim or Liability of SPL, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against CIL may be continued by or against SPL.

#### **6.14. Judgments**

Any judgment or award obtained by or against CIL, and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against CIL, become enforceable by or against SPL.

#### **6.15. Evidence**

All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against CIL, shall be admissible in evidence in respect of the same matter for or against SPL.

#### **6.16. Authorizations**

Any authorizations / powers of attorney granted by CIL to any persons, with respect to matters pertaining to the undertaking of CIL, shall continue to subsist subsequent to the CIL Amalgamation and shall be deemed to be authorizations / powers of attorney granted by SPL to such persons, until or unless otherwise revoked or modified by SPL.

#### **6.17. Clarification**

The provisions contained in Articles 6.2 to 6.16 above are without prejudice to the generality of any other provisions in this Scheme, but subject to any provisions in this Scheme to the contrary effect.



## ARTICLE 7

### LWLAMALGAMATION

#### 7.1. General Description

- (i) As of the Effective Date, LWL, as a going concern, shall be amalgamated with and vest in SPL upon the terms and conditions set forth in this Scheme without any further act, deed, matter or thing, process or procedure.
- (ii) SPL shall be able to carry out all the business of LWL and shall be entitled to all the rights and the benefits thereof.
- (iii) LWL shall be dissolved, without winding up, on the date on which the SPL Shares are allotted and issued to the LWL Shareholders in consideration of the LWL Amalgamation or on such later date as the Court may prescribe.

#### 7.2. Transfer of the Assets

As of the Effective Date, all the Assets of LWL, shall immediately without any conveyance or transfer and without any further act or deed, be vested in and become the undertaking and Assets of SPL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by LWL prior to the LWL Amalgamation. However, the vesting / transfer of the Assets shall be subject to all mortgages, charges or other encumbrances, if any, subsisting thereon.

#### 7.3. Transfer of Liabilities and Obligations

As of the Effective Date, all the Liabilities and Obligations of LWL shall immediately and without any further act or deed be assumed by and become the Liabilities and Obligations of SPL, which shall pay, undertake, satisfy, discharge and perform, when due, all such Liabilities and Obligations.

#### 7.4. SPL's Right to Execute Deeds

Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and/or assumption of Liabilities and Obligations of LWL may, if required at any time, may be executed by officers of SPL authorized in this regard.

#### 7.5. References to Assets and Liabilities and Obligations

Any reference in this Scheme to Assets or Liabilities and Obligations of LWL is a reference to Assets or Liabilities and Obligations to which LWL is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Obligations and Liabilities are situated or arise and whether or not such Assets or Obligations and Liabilities are capable of being transferred or assigned to or by LWL under any applicable law or instrument.

#### 7.6. Assets held in Trust, etc.

Any Asset comprised or vested in LWL which immediately before the Effective Date was held by LWL as trustee or custodian in the form of any trust deed, settlement, covenant, agreement or will or as executor of the will, or administrator of the estate of a deceased person or as judicial trustee

appointed by order of any court, or in any other fiduciary capacity, shall, as of the Effective Date, be held by SPL in the same capacity upon the trusts, subject to the powers, provisions and Liabilities applicable thereto.

**7.7. Contracts**

Every Contract to which LWL is a party shall have effect as of the Effective Date as if:

- (i) SPL had been a party thereto instead of LWL; and
- (ii) Any reference (however worded and whether express or implied) to LWL therein shall stand substituted, as respects anything to be done as of the Effective Date, to a reference to SPL.

**7.8. Bank Accounts**

Any account(s) maintained by LWL with any bank or financial institution shall, as of the Effective Date, become account(s) between SPL and such bank or financial institution, subject to the same conditions and incidents as therefore; provided that nothing herein shall affect any right of SPL to vary the conditions or incidents subject to which any account is kept.

**7.9. Instructions**

Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to LWL in writing shall have effect, as of the Effective Date, as if given to SPL.

**7.10. Negotiable Instruments**

Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, LWL, or payable at any place of business of LWL, whether so drawn, given, accepted or endorsed before, as of the Effective Date, shall have the same effect as of the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by SPL, or were payable at the same place of business of SPL.

**7.11. Custody of Documents**

The custody of any document, record or goods held by LWL as bailee and duly recorded in their books that pass to LWL under any Contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of SPL.

**7.12. Securities:**

- (i) Any Security held immediately before the Effective Date by LWL or by a nominee or agent of or trustee for LWL, as security for the payment or discharge of any liability and obligation of a Customer shall, as of the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for SPL and be available to SPL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (ii) In relation to any Security vested in SPL, pursuant to and in accordance with the provisions of this Scheme, and any liabilities and obligations thereby secured, SPL shall be entitled to the rights and priorities to which LWL would have been entitled if they had continued to hold the Security.

- (iii) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities shall, as of the Effective Date, be available to SPL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, LWL or, as the case may be, SPL were secured thereby immediately before that time.

**7.13. Legal Proceedings**

Where by virtue of this Scheme any right, Claim or Liability of LWL, becomes a right, Claim or Liability of SPL as of the Effective Date, SPL shall have the same rights, claims, powers and remedies (and in particular the same rights, Claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right, Claim or Liability as if it had at all times been a right, Claim or Liability of SPL, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against LWL may be continued by or against SPL.

**7.14. Judgments**

Any judgment or award obtained by or against LWL, and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against LWL, become enforceable by or against SPL.

**7.15. Evidence**

All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against LWL, shall be admissible in evidence in respect of the same matter for or against SPL.

**7.16. Authorizations**

Any authorizations / powers of attorney granted by LWL to any persons, with respect to matters pertaining to the undertaking of LWL, shall continue to subsist subsequent to the LWL Amalgamation and shall be deemed to be authorizations / powers of attorney granted by SPL to such persons, until or unless otherwise revoked or modified by SPL.

**7.17. Clarification**

The provisions contained in Articles 7.2 to 7.16.above are without prejudice to the generality of any other provisions in this Scheme, but subject to any provisions in this Scheme to the contrary effect.

## **ARTICLE 8**

### **RBAMALGAMATION**

**8.1. General Description**

- (i) As of the Effective Date, the entire Retail Business shall be demerged / separated from SPL and amalgamated with, stand transferred to and vest in EMCPL upon the terms and conditions set forth in this Scheme without any further act, deed, matter or thing, process or procedure.

- (ii) EMCPL shall be able to carry out all the business with respect to the Retail Business and shall be entitled to all the rights and the benefits thereof.
- (iii) The Retained Undertaking shall be retained by SPL.
- (iv) In consideration of the RB Amalgamation, EMCPL shall allot and issue EMCPL Shares to SPL.

#### **8.2. Transfer of the Assets**

- (i) As of the Effective Date, all the Assets comprised in the Retail Business, shall immediately without any conveyance or transfer and without any further act or deed be vested in and become the undertaking and Assets of EMCPL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by SPL prior to the RB Amalgamation.
- (ii) Furthermore, since the Liabilities and Obligations with respect to the secured creditors of SPL shall not be transferred to or stand vested in EMCPL, the transfer of Assets with respect to the Retail Business shall be free from all mortgages, charges or other encumbrances subsisting thereon, and the same shall automatically stand released on the Completion Date.

#### **8.3. Transfer of Liabilities and Obligations**

As of the Effective Date, all the Liabilities and Obligations, to the extent relevant to the Retail Business, and specifically excluding any Liabilities and Obligations towards any secured creditors of SPL, shall immediately and without any further act or deed be assumed by and become the Liabilities and Obligations of EMCPL, which shall pay, undertake, satisfy, discharge and perform, when due, all such Liabilities and Obligations.

#### **8.4. EMCPL's Right to Execute Deeds**

Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and / or assumption of Liabilities and Obligation with respect to the Retail Business, if required at any time, may be executed by officers of EMCPL authorized in this regard.

#### **8.5. References to Assets and Liabilities and Obligations**

Any reference in this Scheme to Assets or Liabilities and Obligations comprised in the Retail Business is a reference to Assets or Liabilities and Obligations comprised in the Retail Business to which SPL is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Liabilities are situated or arise and whether or not capable of being transferred or assigned to or by SPL under any applicable law or instrument.

#### **8.6. Assets held in Trust, etc.**

Any Asset comprised in the Retail Business which immediately before the Effective Date was held by SPL as trustee or custodian in the form of any trust deed, settlement, covenant, agreement or will or as executor of the will, or administrator of the estate of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, as of the Effective Date, be held by EMCPL in the same capacity upon the trusts, subject to the powers, provisions and Liabilities applicable thereto.

#### **8.7. Contracts**

Every Contract to which SPL is a party, which pertains to the Retail Business, shall have effect as of the Effective Date as if:

- (i) EMCPL had been a party thereto instead of SPL; and
- (ii) Any reference (however worded and whether express or implied) to SPL therein shall stand substituted, as respects anything to be done as of the Effective Date, to a reference to EMCPL.

**8.8. Instructions**

Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to SPL (pertaining to the Retail Business) in writing shall have effect, as of the Effective Date, as if given to EMCPL.

**8.9. Negotiable Instruments**

Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, SPL, or payable at any place of business of SPL, whether so drawn, given, accepted or endorsed before, as of the Effective Date, with respect to matters comprising the Retail Business, shall have the same effect as of the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by EMCPL, or were payable at the same place of business of EMCPL.

**8.10. Custody of Documents**

The custody of any document, record or goods held by SPL as bailee and duly recorded in their books that pass to SPL under any Contract of bailment relating to any such document, record or goods, which pertain to the Retail Business, shall on that day become rights and obligations of EMCPL.

**8.11. Securities:**

- (i) Any Security held immediately before the Effective Date by SPL or by a nominee or agent of or trustee for SPL, as security for the payment or discharge of any liability and obligation of a Customer, with respect to the Retail Business, shall, as of the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for EMCPL and be available to EMCPL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (ii) In relation to any Security vested in EMCPL in accordance with provisions of this Scheme and any liabilities and obligations thereby secured, EMCPL shall be entitled to the rights and priorities to which SPL would have been entitled if they had continued to hold the Security.
- (iii) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities (pertaining to the Retail Business) shall, as of the Effective Date, be available to EMCPL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, SPL or, as the case may be, EMCPL were secured thereby immediately before that time (to the extent applicable to the Retail Business).
- (iv) Any Security granted / created by SPL over the Assets comprising the Retail Business, including in favour of any secured creditor of SPL, as security for payment or discharge of any

Liability and Obligations, shall automatically stand released and discharged on to the Completion Date.

**8.12. Legal Proceedings**

Where by virtue of this Scheme any right, Claim or Liability of SPL pertaining to the Retail Business, becomes a right, Claim or Liability of EMCPL as of the Effective Date, EMCPL shall have the same rights, claims, powers and remedies (and in particular the same rights, Claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right, Claim or Liability as if it had at all times been a right, Claim or Liability of EMCPL, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against SPL with respect to the Retail Business may be continued by or against EMCPL.

**8.13. Judgments**

Any judgment or award obtained by or against SPL with respect to the Retail Business and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against SPL with respect to the Retail Business, become enforceable by or against EMCPL.

**8.14. Evidence**

All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against SPL with respect to the Retail Business, shall be admissible in evidence in respect of the same matter for or against EMCPL.

**8.15. Authorizations**

Any authorizations / powers of attorney granted by SPL to any persons (and particularly the RB Employees) with respect to matters pertaining to the Retail Business shall continue to subsist subsequent to the RB Amalgamation and shall be deemed to be authorizations / powers of attorney granted by EMCPL to such persons, until or unless otherwise revoked or modified by EMCPL.

**8.16. Clarification**

The provisions contained in Articles 8.2 to 8.15.above are without prejudice to the generality of any other provisions in this Scheme, but subject to any provisions in this Scheme to the contrary effect.

## **ARTICLE 9**

### **CERTAIN OBLIGATIONS AND REPRESENTATIONS**

- 9.1. Upon the CIL Amalgamation, SPL shall take all necessary and expedient steps to properly and efficiently manage its business and affairs and shall operate and promote its entire business and affairs in the normal course.
- 9.2. As of the Completion Date (but with effect from the Effective Date), SPL shall undertake, pay, satisfy, discharge, perform and fulfil all the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of CIL.

- 9.3. Upon the LWL Amalgamation, SPL shall take all necessary and expedient steps to properly and efficiently manage its business and affairs and shall operate and promote its entire business and affairs in the normal course.
- 9.4. As of the Completion Date (but with effect from the Effective Date), SPL shall undertake, pay, satisfy, discharge, perform and fulfil all the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of LWL.
- 9.5. Upon the RBA amalgamation, EMCPL shall take all necessary and expedient steps to properly and efficiently manage the entire business pertaining to the Retail Business and affairs thereof, and shall operate and promote its entire business and affairs in the normal course.
- 9.6. As of the Completion Date (but with effect from the Effective Date), EMCPL shall undertake, pay, satisfy, discharge, perform and fulfil all the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of SPL with respect to the Retail Business.

## ARTICLE 10

### THE SCHEME'S EFFECT

- 10.1. The provisions of this Scheme shall be effective and binding by operation of law and shall become effective in terms of Article 3 above.
- 10.2. The execution of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any Contract or Security; and (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in SPL and / or CIL and / or LWL and / or EMCPL.
- 10.3. Upon the sanction of this Scheme, as of the Effective Date, the terms of this Scheme shall be binding on SPL, CIL, LWL and EMCPL, and also on all the respective shareholders of SPL, CIL, LWL and EMCPL, the Customers of each of SPL, CIL, LWL and EMCPL, the creditors of the companies (to the extent applicable) and on any other person having any right or liability in relation to either of them.

## ARTICLE 11

### CONSIDERATION FOR THE CIL AMALGAMATION

- 11.1. As consideration for the CIL Amalgamation, SPL shall issue an aggregate of 93,975,000 (Ninety Three Million Nine Hundred Seven Five Thousand) SPL Shares to the CIL Shareholders at par and allot approximately 1.79 SPL Shares, credited as fully paid up for every 1 (one) share of the face value of PKR 10/- (Pak Rupees Ten) each of CIL, to the CIL Shareholders on the basis of a swap ratio of 1.79 SPL Shares for every 1 (one) share of CIL held by each of the CIL Shareholders (the "CIL Swap Ratio"), approved by the Board of Directors of each of SPL and CIL, based on the valuations / calculations of Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited) stated in the Swap Letter, and all entitlements of the CIL Shareholders shall be determined in the proportion aforesaid. All fractions less than a share shall be consolidated into whole shares which shall be disposed of by SPL in a manner determined by the Board of Directors of SPL.
- 11.2. The CIL Swap Ratio has been determined on the basis of the accounts of SPL specially audited for the 6 (six) months period ended June 30, 2017, the annual audited accounts of CIL for the year ended June

30, 2017 and the relative valuations / calculations carried out by Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited) in terms of the Swap Letter (along with any updates / developments stated therein), as approved by the Board of Directors of each of SPL and CIL.

- 11.3. At least 7 (seven) days' notice shall be given to the shareholders of CIL by CIL, specifying the CIL Record Date in order to determine the identities of the CIL Shareholders. Such notice shall also specify the date by which the CIL Shareholders shall deliver to CIL, for cancellation, all the share certificates representing ordinary shares in CIL held by them and such share certificates shall be delivered to CIL on or before that date. CIL shall, within 7 (seven) days of the CIL Record Date, provide SPL with the list of the CIL Shareholders along with details of their respective entitlements.
- 11.4. The share certificates delivered / to be delivered by the shareholders of CIL in accordance with Article 11.3. above shall stand cancelled (whether or not the same have been surrendered to CIL by the prescribed date) and the CIL Shareholders shall be entitled to share certificates / shares of SPL for the number of fully paid up shares to which the respective CIL Shareholder is entitled to in accordance with the provisions of this Scheme.
- 11.5. The allotment of SPL Shares (in accordance with the provisions of this Article 11) shall be made by SPL within 30 (thirty) days from the date notified above. The share certificates for such shares shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to the CIL Shareholders in the manner provided in the Articles of Association of SPL. Share certificates not collected within the time specified in any such notice shall be sent by post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses. In the case of joint shareholders, share certificates may be delivered to or may be sent to the address of that one of the joint holders whose name appears first in respect of such joint holding. SPL shall not be responsible for loss of the share certificates in such transmission. The CIL Shareholders shall have the option of receiving the SPL Shares in book entry form through the CDS, which they shall intimate to CIL in advance (which in turn will intimate SPL of the same at the time of sharing details pertaining to the CIL Shareholders in accordance with Article 11.3). In such case, on the date to be specified in the notice mentioned in Article 11.3. above, SPL shall credit the respective CDC accounts / sub-accounts of the relevant CIL Shareholders with book entries relating to the corresponding number of SPL Shares which the relevant CIL Shareholder is entitled to in accordance with this Article 11. Such allotment shall be carried out in accordance with the rules and regulations of the CDC.
- 11.6. The SPL Shares, issued and allotted to the CIL Shareholders in accordance with the provisions of this Scheme shall, in all respect, rank paripassu with the ordinary shares of SPL and shall be entitled to all dividends declared by SPL after the Effective Date.
- 11.7. Subject to the sanction of the Scheme by the Court, CIL shall, without winding-up, stand dissolved from the date on which all the SPL Shares, to be allotted by SPL to the CIL Shareholders in the manner stated above, have been so allotted.

## **ARTICLE 12**

### **CONSIDERATION FOR THE LWL AMALGAMATION**

- 12.1. As consideration for the LWL Amalgamation, SPL shall issue an aggregate of 2,475,000 (Two Million Four Hundred Seventy Five Thousand) SPL Shares to the LWL Shareholders at par and allot approximately 0.33 SPL Shares, credited as fully paid up for every 1 (one) share of the face value of PKR 10/- (Pak Rupees Ten) each of LWL, to the LWL Shareholders on the basis of a swap ratio of 0.33 SPL Shares for every 1 (one) share of LWL held by each of the LWL Shareholders (the "LWL Swap Ratio"),



approved by the Board of Directors of each of SPL and LWL, based on the valuations / calculations of Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited) stated in the Swap Letter, and all entitlements of the LWL Shareholders shall be determined in the proportion aforesaid. All fractions less than a share shall be consolidated into whole shares which shall be disposed of by SPL in a manner determined by the Board of Directors of SPL.

- 12.2. The LWL Swap Ratio has been determined on the basis of the accounts of SPL specially audited for the 6 (six) months period ended June 30, 2017, the annual audited accounts of LWL for the year ended June 30, 2017 and the relative valuations / calculations carried out by Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited) in terms of the Swap Letter (along with any updates / developments stated therein), as approved by the Board of Directors of each of SPL and LWL.
- 12.3. At least 7 (seven) days' notice shall be given to the shareholders of LWL by LWL, specifying the LWL Record Date in order to determine the identities of the LWL Shareholders. Such notice shall also specify the date by which the LWL Shareholders shall deliver to LWL, for cancellation, all the share certificates representing ordinary shares in LWL held by them and such share certificates shall be delivered to LWL on or before that date. LWL shall, within 7 (seven) days of the LWL Record Date, provide SPL with the list of the LWL Shareholders along with details of their respective entitlements.
- 12.4. The share certificates delivered / to be delivered by the shareholders of LWL in accordance with Article 12.3. above shall stand cancelled (whether or not the same have been surrendered to LWL by the prescribed date) and the LWL Shareholders shall be entitled to share certificates / shares of SPL for the number of fully paid up shares to which the respective LWL Shareholder is entitled to in accordance with the provisions of this Scheme.
- 12.5. The allotment of SPL Shares (in accordance with the provisions of this Article 12) shall be made by SPL within 30 (thirty) days from the date notified above. The share certificates for such shares shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to the LWL Shareholders in the manner provided in the Articles of Association of SPL. Share certificates not collected within the time specified in any such notice shall be sent by post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses. In the case of joint shareholders, share certificates may be delivered to or may be sent to the address of that one of the joint holders whose name appears first in respect of such joint holding. SPL shall not be responsible for loss of the share certificates in such transmission. The LWL Shareholders shall have the option of receiving the SPL Shares in book entry form through the CDS, which they shall intimate to LWL in advance (which in turn will intimate SPL of the same at the time of sharing details pertaining to the LWL Shareholders in accordance with Article 12.3). In such case, on the date to be specified in the notice mentioned in Article 12.3. above, SPL shall credit the respective CDC accounts / sub-accounts of the relevant LWL Shareholders with book entries relating to the corresponding number of SPL Shares which the relevant LWL Shareholder is entitled to in accordance with this Article 12. Such allotment shall be carried out in accordance with the rules and regulations of the CDC.
- 12.6. The SPL Shares, issued and allotted to the LWL Shareholders in accordance with the provisions of this Scheme shall, in all respect, rank paripassu with the ordinary shares of SPL and shall be entitled to all dividends declared by SPL after the Effective Date.
- 12.7. Subject to the sanction of the Scheme by the Court, LWL shall, without winding-up, stand dissolved from the date on which all the SPL Shares, to be allotted by SPL to the LWL Shareholders in the manner stated above, have been so allotted.

### ARTICLE 13

### **CONSIDERATION FOR THE RB AMALGAMATION**

- 13.1. As consideration for the RB Amalgamation, EMCPL shall allot and issue, at par, an aggregate of 24,800,000 (Twenty Four Million Eight Hundred Thousand) EMCPL Shares to SPL, credited as fully paid up, as approved by the Board of Directors of each of SPL and EMCPL.
- 13.2. The determination of the Retail Business (including the Assets, Liabilities and Obligations thereof), as stipulated in Article 14, forms the basis of the EMCPL Shares to be issued to SPL in the manner stipulated above, along with the note contained in the Swap Letter.
- 13.3. The allotment of the EMCPL Shares (in accordance with the provisions of this Article 13) shall be made by EMCPL within 30 (Thirty) days from the Completion Date, subject to compliance with any legal formalities. The share certificates for such shares shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to SPL in the manner provided in the Articles of Association of EMCPL. Share certificates not collected within the time specified in any such notice shall be sent by post in prepaid envelopes addressed to SPL at its registered address. EMCPL shall not be responsible for loss of the share certificates in such transmission.
- 13.4. The EMCPL Shares, issued and allotted to SPL in accordance with the provisions of this Scheme shall, in all respect, rank paripassu with the ordinary shares of EMCPL and shall be entitled to all dividends declared by EMCPL after the Completion Date.

### **ARTICLE 14**

#### **DETERMINATION OF THE RETAIL BUSINESS AND RETAINED UNDERTAKING**

- 14.1. The Assets, Liabilities and Obligations comprising the Retail Business and Retained Undertaking including, but not limited to, the reserves, accumulated profits and losses etc. of the said undertakings, are based on the financial statements of SPL specially audited for the 6 (six) month period ended June 30, 2017 (in which KPMG Taseer Hadi & Co. have also inserted a bifurcation note).
- 14.2. A split balance sheet has been prepared by SPL, attached hereto as Annexure F, illustrating the positions (i) prior to the Effective Date; and (ii) after the Effective Date, to the extent of the RB Amalgamation only i.e. after the RB Amalgamation (and for the avoidance of doubt excluding the CIL Amalgamation and the LWL Amalgamation).
- 14.3. Furthermore, balance sheets of EMCPL have been prepared, attached hereto as Annexure G, illustrating the positions prior to and after the Effective Date i.e. before and after the Retail Business has been merged with and into EMCPL (including details of the break-up of the Retail Business).
- 14.4. A (segment wise) balance sheet shall be prepared by SPL with respect to the Assets, Liabilities and Obligations of SPL comprising the Retail Business and the Retained Undertaking (including the undertakings of CIL and LWL which shall be merged with and into SPL), as reflected in the books of accounts of SPL as at the Completion Date, which shall be reviewed by chartered accountants nominated by SPL within 120 (one hundred twenty) days from the Completion Date.

## ARTICLE 15

### BOOKS AND ACCOUNTS

- 15.1. On and from the Effective Date, SPL shall maintain separate books and accounts with respect to the Retail Business and the Retained Undertaking. The same shall be based on the separation of Assets, Liabilities and Obligations determined in accordance with this Scheme.

## ARTICLE 16

### EMPLOYEES

- 16.1. On and from the Effective Date, all full time officers and employees (including workmen) of CIL shall become the employees of SPL at the same level of remuneration and under the same terms and conditions of service which they were receiving or, as the case may be, by which they were governed immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of services, on the basis of continuation of service.
- 16.2. On and from the Effective Date, all full time officers and employees (including workmen) of LWL shall become the employees of SPL at the same level of remuneration and under the same terms and conditions of service which they were receiving or, as the case may be, by which they were governed immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of services, on the basis of continuation of service.
- 16.3. On or prior to the Completion Date, SPL shall identify the officers and employees (including workmen) of SPL which shall comprise the RB Employees by issuing notices to such persons.
- 16.4. On and from the Effective Date, all whole time officers and employees (including workmen) comprising the RB Employees shall become the employees of EMCPL at the same level of remuneration and under the same terms and conditions of service which they were receiving or, as the case may be, by which they were governed immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of services, on the basis of continuation of service.
- 16.5. On the Completion Date, proportionate amounts of SPL's provident fund relating to the RB Employees shall be transferred from such fund and vest in the trustees of a similar fund established by EMCPL for the benefit of its employees, including the RB Employees.
- 16.6. On the Completion Date, amounts standing to the credit of the RB Employees with respect to SPL's provident fund shall be transferred to and vest in the trustees of a similar fund established by EMCPL for the benefit of its employees, including the RB Employees.
- 16.7. On the Completion Date, proportionate amounts of SPL's gratuity fund relating to the RB Employees shall be transferred from such fund and vest in the trustees of a similar fund

established / to be established by EMCPL for the benefit of its employees, including the RB Employees.

- 16.8. On the Completion Date, amounts standing to the credit of the RB Employees with respect to SPL's gratuity fund shall be transferred to and vest in the trustees of a similar fund established / to be established by EMCPL for the benefit of its employees, including the RB Employees.
- 16.9. On the Completion Date, proportionate amounts of SPL's pension scheme / fund relating to the RB Employees shall be transferred from such scheme / fund and vest in a similar scheme / fund established / to be established by EMCPL for the benefit of its employees, including the RB Employees.
- 16.10. On the Completion Date, amounts standing to the credit of the RB Employees with respect to SPL's pension scheme / fund shall be transferred to and vest in a similar scheme / fund established / to be established by EMCPL for the benefit of its employees, including the RB Employees.

## **ARTICLE 17**

### **CHANGE OF NAME OF SPL**

- 17.1. Upon the sanction of this Scheme, the name of SPL shall stand changed / altered from "Singer Pakistan Limited" to "Waves Singer Pakistan Limited".
- 17.2 Without prejudice to the provisions of Article 17.1. above, SPL shall fulfil any documentary formalities / requirements for the change of its name.

## **ARTICLE 18**

### **GENERAL**

#### **18.1. Modifications by the High Court**

This Scheme shall be subject to such modification of conditions, as the Court may deem expedient to impose. The Board of Directors of SPL, CIL, LWL and EMCPL respectively may consent to any modifications or additions to this Scheme or to any conditions which the Court may think fit. In case of any difficulty in implementation of any aspect of this Scheme, clarifications, directions and /or approval may be obtained from the Court. Notwithstanding the above, in the event that the terms of this Scheme are not approved by the shareholders and / or creditors of SPL and / or CIL and / or LWL and / or EMCPL (as may be applicable) in its entirety and / or the Scheme, as approved by the respective companies, is modified by the Court, the Board of Directors of SPL and / or CIL and / or LWL and / or EMCPL shall be entitled to withdraw this Scheme (whether or not approval from the shareholders and creditors of the respective companies has been obtained).

#### **18.2. Headings**

Article headings are not to be considered part of this Scheme, but are solely for convenience of reference, and shall not affect the meaning or interpretation of this Scheme or any of its provisions.

**18.3. Severability**

If any provision of this Scheme is found to be unlawful and unenforceable by a competent court of law, then to the fullest extent possible, all of the remaining provisions of the Scheme shall remain in full force and effect.

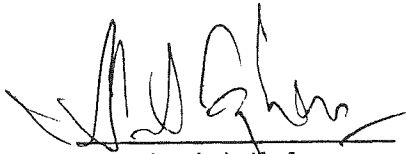
**18.4. Costs and expenses**

All costs, charges and expenses in respect of the preparation of this Scheme and carrying the same into effect shall initially be borne by SPL.

## Scheme of Arrangement

Karachi.

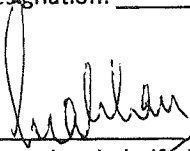
Dated: 27 November, 2017.



For and on behalf of  
**SINGER PAKISTAN LIMITED**

Name: Haseem Ahmad Khan

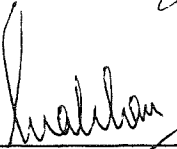
Designation: Chief Executive Officer



For and on behalf of  
**COOL INDUSTRIES (PRIVATE) LIMITED**

Name: Mozzam Ahmad Khan

Designation: Chief Executive Officer



For and on behalf of  
**LINK WEL (PRIVATE) LIMITED**

Name: Mozzam Ahmad Khan

Designation: Chief Executive Officer



For and on behalf of  
**ELECTRONICS MARKETING COMPANY (PRIVATE) LIMITED**

Name: Hadeem M. Butt

Designation: Chief Executive Officer

## LIST OF ANNEXURES

- “Annexure A”** – Details of the Retail Business.
- “Annexure B”** – List of members of Board of Directors of SPL.
- “Annexure C”** – List of members of Board of Directors of CIL.
- “Annexure D”** – List of members of Board of Directors of LWL.
- “Annexure E”** – List of members of Board of Directors of EMCPL.
- “Annexure F”** – Split balance sheet of SPL before the Effective Date and after the Effective Date (to the extent of the RB Amalgamation).
- “Annexure G”** – Balance sheets of EMCPL before and after the Effective Date (including details of the break-up of the Retail Business).
- “Annexure H”** – Swap Letter dated November 18, 2017, issued by Deloitte Yousuf Adil Chartered Accountants (a member of Deloitte Touche Tohmatsu Limited).
- “Annexure I”** – Details of the shareholdings of the Directors of SPL, CIL, LWL and EMCPL in the said companies.

ANNEXURE A

DETAILS OF RETAIL BUSINESS

<b>Carve Out Business Financial</b>	<b>Retail Business Transfers June 17 HFY</b>
<b>Non Current Assets</b>	
PPE	294,251,065
Long term deposits	13,160,000
<b>Total Non Current Assets</b>	<u><u>307,411,065</u></u>
Trade debts-Retail	709,614,000
Trade debts-Dealer	14,860,000
Advances, deposits, prepayments	11,354,000
<b>Total Current Assets</b>	<u><u>735,828,000</u></u>
<b>Total assets</b>	<u><u>1,043,239,065</u></u>
<b>Equity</b>	
Share capital	-
Capital Reserve	-
Unappropriated profit	-
Surplus on revaluation of fixed assets	-
<b>Total Equity</b>	<u><u>-</u></u>
<b>Current Liabilities</b>	
Trade & Other Payables	86,728,000
Payable to Singer Pak	956,511,065
<b>Total Equity and Liabilities</b>	<u><u>1,043,239,065</u></u>
	<u><u>1,043,239,065</u></u>

The fixed assets / PPE pertaining to the Retail Business primarily comprise leasehold improvements including unamortized balances of upgrading / furnishing costs i.e. electrical works, branding, air conditioning and furnishing etc., with respect to the 140 (one hundred forty) leased / rented retail network shops / outlets, the arrangements pertaining to which (i.e. lease / rental agreements) shall also vest with EMCPL as part of the RB Amalgamation.



**ANNEXURE B**

**LIST OF MEMBERS OF BOARD OF DIRECTORS OF SINGER PAKISTAN LIMITED**

Brig (Retd.)Mukhtar Ahmed  
Mr. Haroon Ahmad Khan  
Mrs.NighatHaroon Khan  
Mr. Moazzam Ahmad Khan  
Mr.Mohammad SaqibJilani  
Mr. Umair Khan  
Mr.Yousaf Muhammad Farooq

**ANNEXURE C**

**LIST OF MEMBERS OF BOARD OF DIRECTORS OF COOL INDUSTRIES (PRIVATE) LIMITED**

Mr. Moazzam Ahmad Khan

Mr. Haroon Ahmad Khan

Mrs.NighatHaroon Khan

**ANNEXURE D**

**LIST OF MEMBERS OF BOARD OF DIRECTORS OF LINK WEL (PRIVATE) LIMITED**

Mr. Moazzam Ahmad Khan

Mr. Haroon Ahmad Khan

Mrs.NighatHaroon Khan

**ANNEXURE E**

**LIST OF MEMBERS OF BOARD OF DIRECTORS OF  
ELECTRONICS MARKETING COMPANY (PRIVATE) LIMITED**

Mr. Nadeem M. Butt

Mr. Adnan Aftab

**ANNEXURE F**

**SPLIT BALANCE SHEET OF SINGER PAKISTAN LIMITED BEFORE THE EFFECTIVE DATE  
AND AFTER THE EFFECTIVE DATE (TO THE EXTENT OF THE RB AMALGAMATION)**

<b>SPL</b>	<b>As per Audited SPL After Demerge Balance Sheet</b>	
	<b>June 17 HFY</b>	<b>June 17 HFY</b>
<b>Non Current Assets</b>		
PPE	1,881,806,000	1,587,554,935
Investment Property	348,000,000	348,000,000
Intangible Assets	20,490,000	20,490,000
Investment in Subsidiary	2,000,000	2,000,000
Long term deposits	21,465,000	8,305,000
<b>Total Non Current Assets</b>	<b>2,273,761,000</b>	<b>1,966,349,935</b>
Stores and spares	3,526,000	3,526,000
Stock in trade	755,104,000	755,104,000
Trade debts-Retail	709,614,000	-
Trade debts-Dealer	453,353,000	438,493,000
Receivables from EMCPI	-	956,511,065
Advances, deposits, prepayments	279,803,000	268,449,000
Cash and bank balances	83,778,000	83,778,000
<b>Total Current Assets</b>	<b>2,285,178,000</b>	<b>2,505,861,065</b>
<b>Total assets</b>	<b>4,558,939,000</b>	<b>4,472,211,000</b>
<b>Equity and Liabilities</b>		
Share capital	454,056,000	454,056,000
Capital Reserve	5,000,000	5,000,000
Unappropriated profit	(101,195,000)	(101,195,000)
	<b>357,861,000</b>	<b>357,861,000</b>
Surplus on revaluation of fixed assets	1,183,639,000	1,183,639,000
<b>Total Equity</b>	<b>1,541,500,000</b>	<b>1,541,500,000</b>
<b>Non Current Liabilities</b>		
Long Term Loans	518,750,000	518,750,000
Liabilities Against Assets Subject to Finance Lease	35,611,000	35,611,000
Deferred liabilities	63,415,000	63,415,000
Deferred Tax	283,966,000	283,966,000
Deferred Income	1,405,000	1,405,000
	<b>903,147,000</b>	<b>903,147,000</b>
<b>Current Liabilities</b>		
Trade & Other Payables	629,066,000	542,338,000
Mark up on Running Finance	40,222,000	40,222,000
Short Term Running Finance	970,624,000	970,624,000
Short Term Borrowings	439,600,000	439,600,000
Current Portion of long term loan	18,750,000	18,750,000
Current Portion of Assets Subject to Finance Lease	14,159,000	14,159,000
Current Portion of Deferred Income	1,871,000	1,871,000
	<b>2,114,292,000</b>	<b>2,027,564,000</b>
Contingencies and commitments		
<b>Total Equity and Liabilities</b>	<b>4,558,939,000</b>	<b>4,472,211,000</b>

**ANNEXURE G**

**BALANCE SHEETS OF ELECTRONICS MARKETING COMPANY (PRIVATE) LIMITED BEFORE AND AFTER THE EFFECTIVE DATE(INCLUDING DETAILS OF THE BREAK-UP OF THE RETAIL BUSINESS)**

<b>EMCPL</b>	<b>Retail Business Transfers June 17 HFY</b>	<b>EMCPL As Per Audit June 17 HFY</b>	<b>After Demerge Balance Sheet EMCPL June 17 HFY</b>
<b>Non Current Assets</b>			
PPE	294,251,065	-	294,251,065
Long term deposits	13,160,000	-	13,160,000
<b>Total Non Current Assets</b>	<b>307,411,065</b>	<b>-</b>	<b>307,411,065</b>
Trade debts-Retail	709,614,000	277,432,000	987,046,000
Trade debts-Dealer	14,860,000	-	14,860,000
Advances, deposits, prepayments	11,354,000	-	11,354,000
Cash and bank balances	-	900,000	900,000
<b>Total Current Assets</b>	<b>735,828,000</b>	<b>278,332,000</b>	<b>1,014,160,000</b>
<b>Total assets</b>	<b>1,043,239,065</b>	<b>278,332,000</b>	<b>1,321,571,065</b>
<b>Equity</b>			
Share capital	-	2,000,000	2,000,000
Unappropriated profit	-	20,843,000	20,843,000
<b>Total Equity</b>	<b>-</b>	<b>22,843,000</b>	<b>22,843,000</b>
<b>Current Liabilities</b>			
Trade & Other Payables	86,728,000	179,911,000	266,639,000
Payable to Singer Pak	956,511,065	75,578,000	1,032,089,065
<b>Total Equity and Liabilities</b>	<b>1,043,239,065</b>	<b>255,489,000</b>	<b>1,298,728,065</b>
	<b>1,043,239,065</b>	<b>278,332,000</b>	<b>1,321,571,065</b>

**ANNEXURE H**

**SWAP LETTER DATED NOVEMBER 18, 2017 ISSUED BY DELOITTE YOUSUF ADIL CHARTERED  
ACCOUNTANTS**

[This shall be provided separately once signed swap report is available after the BOD of SPL]

## ANNEXURE I

### SHAREHOLDING DETAILS OF DIRECTORS OF SPL, CIL, LWL AND EMCPL

#### Directors of SPL as of 30 September 2017

No.	Name of Director	Shares in SPL	Shares in CIL	Shares in LWL	Shares in EMCPL
1.	Brig (Retd.) Mukhtar Ahmad	1,000	-	-	-
2.	Mr. Haroon Ahmad Khan (CEO)*	7,002,209	31,499,500	4,499,500	-
3.	Mrs.NighatHaroon Khan*	2,900,000	10,500,000	1,500,000	-
4.	Mr. Moazzam Ahmad Khan	1,000	500	500	-
5.	Mr. Muhammad SaqibJilani	1,000	-	-	-
6.	Mr. Umair Khan	1,000	-	-	-
7.	Mr. Yousaf Muhammad Farooq	1,000	-	-	-

\* Additionally, the children of the said persons i.e. Mr.Hamza Ahmad Khan and Ms.Aleena Ahmad Khanalso hold 1,150,000 shares and 1,200,000 shares respectively in SPL.Moreover, the said persons namely Mr. Haroon Ahmad Khan and Mrs.NighatHarooncollectively hold 100% shareholding of Poseidon Synergies (Private) Limited which holds 8,509,024 shares in SPL.

#### Directors of CIL

No.	Name of Director	Shares in CIL	Shares in SPL	Shares in LWL	Shares in EMCPL
1.	Mr.Haroon Ahmad Khan	31,499,500	7,002,209	4,499,500	-
2.	Mr.Moazzam Ahmad Khan (CEO)	500	1,000	500	-
3.	Mrs.NighatHaroon Khan	10,500,000	2,900,000	1,500,000	-

#### Directors of LWL

No.	Name of Director	Shares in LWL	Shares in CIL	Shares in SPL	Shares in EMCPL
1.	Mr.Haroon Ahmad Khan	4,499,500	31,499,500	7,002,209	-
2.	Mr.Moazzam Ahmad Khan (CEO)	500	500,	1,000	-
3.	Mrs.NighatHaroon Khan	1,500,000	10,500,000	2,900,000	-

#### Directors of EMCPL

No.	Name of Director	Shares in EMCPL	Shares in CIL	Shares in LWL	Shares in SPL
1	Mr. Nadeem M. Butt (CEO)*	10	-	-	-
2	Mr. Adnan Aftab*	10	-	-	-

\*Being nominee directors of SPL (EMCPL being a wholly owned subsidiary of SPL)