

Part-I

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TRAFIGURA

TRAFIGURA PAKISTAN (PRIVATE) LIMITED

Dated: 07 March, 2018

To
The Registrar
Oil & Gas Regulator Authority
54-B, Fazal-e-Haq Road,
Blue Area, Islamabad
PABX – 051-9244090-98



Subject: Application to the Oil and Gas Regulatory Authority (OGRA) under the Oil and Gas Regulatory Authority Ordinance, 2002 ("Ordinance") read with the Natural Gas Regulatory Authority (Licensing) Rule 2002 ("Rules") for grant of license to carry out Sale of LNG / RLNG.

Dear Sir / Madam,

Trafigura Pakistan (Pvt) Ltd is a private sector entity incorporated under the Pakistan Companies Ordinance 2017, with the objective to carry on the business of import, export, transport, market, and distribute LNG, LNG, LPG and NGL in Pakistan. In this capacity, Trafigura Pakistan will procure LNG from International market and enter into onward arrangement for the supply of gas to the end user, thereby managing the whole supply chain of LNG from procurement to end consumer gas sale agreements.

Further to the above, we also would like to apprise you that Trafigura being a strategic and foreign partner of the PGPL consortium has played a pivotal role in developing the project of the Pakistan's Second FSRU – based facility and is in the process of the moving ahead quickly on a third terminal for LNG Imports, as we strongly believe in the potential of the Pakistani Economy and have full faith in the current esteemed government and their policies aiming at improving power access to the people of Pakistan.

As a part of investment in the PGPL terminal, we have exclusive access to the available capacity of the terminal and which will be between 90 – 120 mmscfd. In this regard, we have been continuously approached by various customers specifically from Karachi region.

To further strengthen our presence in Pakistan, we have already established local branch of Trafigura named Trafigura Pakistan (Private) Limited and now requests for a grant of license to carry out sale of LNG / RLNG along with the transmission and distributions of RLNG and attached herewith the schedule – I & schedule – II along with all the necessary documents for your review and further considerations.

An early grant of licenses to carry out sale of LNG / RLNG would be highly appreciated.

For further process please:
07/03/2018
JED (F-1) @
DR/AED-
7/3/18

Andy Bant
7/3/18



Elias Chibani
Chief Executive Officer

TRAFIGURA PAKISTAN (PRIVATE) LIMITED

WWW.TRAFIGURA.COM
UNIVERSAL ID NUMBER: 0110562

TRAFIGURA PAKISTAN (PRIVATE) LIMITED

**Schedule 1
(Reference Rule 4(2))**


Oil and Gas Regulatory Authority

APPLICATION FORM

Reference No:

Dated: 07 March, 2018

CORPORATE INFORMATION

Sr. No.	Head Title	Response
1	Name of the Company (Applicant)	TRAFIGURA PAKISTAN (PRIVATE) LIMITED
2	Company's full address along with telephone, fax, email and web details	TRAFIGURA PAKISTAN (PRIVATE) LIMITED Bahria Complex 3, 8th Floor M.T. Khan Road Karachi. Tel: +922135205132 www.Trafigura.com Email: Elias.Chibani@trafigura.com Ameer.ali@trafigura.com
3	Name, title and authorised signature of the Company's Chief Executive	Elias Chibani Chief Executive Signature 
4	Names and addresses of current Directors of the Applicant	Name: Ian Martin Swords Father's Name: Martin David Swords Passport No: 510534514 Nationality: British Name: Michael Stuart Wainwright Father's Name: Alan Wainwright Passport No: 505491969 Nationality: British
5	Name and address of any person or corporate body with a holding of more than one percent (1%) or more in the Applicant	TRAFIGURA PTE LTD 10 COLLYER QUAY #29-00, OCEAN FINANCIAL CENTRE, SINGAPORE (049315) REGISTERED NUMBER: 199601595D



Applicant: Trafigura Pakistan (Private) Limited

LICENSE SPECIFICATIONS

Sr. No.	Head Title	Response
1	Regulated Activity for which a license is sought	Sale License
2	Nature of license applied for (if exclusive, please provide detailed justifications)	Exclusive
		Non-Exclusive ←
3	Period for which the license is sought	From: 01/03/2018
		To: 28/02/2048
4	Details of any license, held, applied for, or applied for and refused under the Rules, by the Applicant, or any of the interested parties, or any of their affiliated or related undertakings	Not Applicable



SCHEDULE-II

[See Rules 29 & 33]

1. The following fees shall be payable for the application, grant and renewal of a license:

(a) The following application fees, payable at the time of filing the application, namely:

(a) For a transmission license: Rs. 750,000;

(b) For a distribution license: Rs. 500,000;

(c) For a sale license: Rs. 500,000; ←

(d) For an integrated license: Rs. 1,000,000; and

(e) For a project license: Rs. 1,000,000.

(b). The following annual fees, payable at the time of the grant or renewal of the license and thereafter yearly, in advance, namely:

S#	Type of Licence	Fee (percentage of annual turnover of the licensee, generated from the licensed regulated activity in the most recent complete financial year)
(i)	Transmission	0.5%
(ii)	Distribution	0.5%
(iii)	Sale	0.25%
(iv)	Transmission & distribution	0.5% of both transmission and Distribution
(v)	Transmission, distribution & sale	0.5% of sale
(vi)	Transmission & sale	0.5% of sale
(vii)	Distribution & sale	0.5% of sale



ATTACHMENTS FOR LICENSE APPLICATION

Trafigura Pakistan (Private) Limited

APPLICATION FOR SALE LICENSE

Licensing of Regulated Activities under Rule 4 of the
Natural Gas Regulatory Authority (Licensing) Rules, 2002

Sub-Rule	Requirements	Attached (Annexure)	Remarks
(3)(a)	attested copies of memorandum and articles of association of the applicant	A	Details are attached
(3)(b)	attested copy of the applicant's certificate of commencement of business	B	Not applicable. However, the certificate of incorporation is attached for reference.
(3)(c)	attested copy of the latest yearly submission to the Registrar of Companies		Not applicable as the company is newly-incorporated
(3)(d)	attested copy of the latest audited annual and un-audited half yearly financial statements of the applicant	C	New entity, so details of parent company is attached.
(3)(e)	attested copy of the corporate authorisation allowing the submission of the application	D	Board Resolution of Trafigura Pakistan (Private) Limited is attached
(3)(f)	in the case of an applicant being a subsidiary company, the documents specified in paragraphs (i) to (iv) of this sub-rule below, pertaining to its holding company	E	Details of parent company are attached.
	(i) attested copies of memorandum and articles of association of the holding company		
	(ii) attested copy of the holding company's certificate of commencement of business		
	(iii) attested copy of the latest yearly submission to the Registrar of Companies		
	(iv) attested copy of the latest audited annual and un-audited half yearly financial statements of the holding company		
(3)(g)	details of entire consents required under applicable laws, from persons other than the Authority, for carrying on the relevant regulated activities and the status of such consents		If required, details will be provided from time to time
(3)(h)	details of the technical and financial expertise and resources available for carrying on the	F	Detailed Service Agreement is attached



	relevant regulated activities		
(3)(i)	details of the resources and expertise available to handle emergency situations arising out of natural calamities, accidental or criminal acts or omissions, specifying which such resources are available and which are to be procured		Details are given in Annexure F
(3)(j)	a list of the names and business addresses of the applicant's senior management, including without limitation, departmental and/or divisional heads		Elias Chibani Chief Executive Imran Yousafzai Business Development – Oil Pakistan Shoaib Mohiuddin Business Development Analyst – Oil Pakistan Ameer Ali Business Development – LNG Pakistan
(3)(k)	if the applicant or any of its officers or directors, directly or indirectly, owns, controls or holds 10% or more of the voting interest in any other person engaged in the production, transmission, distribution, or sale of natural gas, or in any person engaged in the financing, construction, maintenance or operations of such facilities, a detailed explanation of each relationship, including the percentage of voting interest owned, held or controlled		Not applicable
(3)(l)	a list of all other applications, petitions or filings filed by the applicant which are pending before the Authority at the time of filing of this application and which directly and significantly affect this application, including an explanation of any material effect, the grant or denial of those other applications, petitions or filing will have on this application and of any material effect, the grant or denial of this application will have on those applications, petitions or filings		There are no other applications, petitions or filings which are pending before the authority at the time of the filing of this application and which directly and significantly affect this application
(3)(m)	details of the following market data	G	
	(i) an estimate of the volume of natural gas to be transmitted, distributed or sold		
	(ii) number and consumption details of consumers		
	(iii) the applicant's total annual peak		



	day natural gas requirement		
	(iv) total past (if applicable) and expected curtailments of service by the applicant		
(3)(n)	such other information or documentation as the Authority may, from time to time, require, including without limitation, supplementary information or documentation required by the Authority to clarify the information contained in the application		Will be provided from time to time
(4)(b)	details of the sources and quantity of supply of natural gas including forecasts of the available quantity from such sources	H	Details are attached
(4)(c)	details of how the applicant proposes to meet the safety and service obligations prescribed by the Authority	I	Details are attached



Subject: PAY ORDER / BANK DRAFT

Please find attached herewith a copy of M/s Trafigura Pakistan Limited, Karachi's application No. nil dated March 07, 2018 alongwith a Pay order / Bank Draft of R.500,000/- bearing Demand Draft P.O. No. 00900860 dated 05-03-2018 issued by Deutsche Bank, Avari Plaza, Fatima Jinnah Road Branch, Karachi as Processing fee w.r.t. its application for grant of Licence for Sale of LNG / RLNG.


(Aurangzeb)


A.E.D

March 19, 2018

sc

Accounts Officer, OGRA

Received Pay Order / Bank Draft (In Original)


19/3/18

Dy. Executive Director (Accounts)

Deutsche Bank

242 & 243 Ayaz Plaza, Fatima Jinnah Road, Karachi, 10001

NOT OVER Rs. 500,000.00

P.O. No. 00900260

Stationery/Ref No: BC11801215

Pay to OIL AND GAS REGULATORY AUTHORITY (OGRA)

Rupees Five Hundred Thousand Only

Or Order

PKR 500000

PAYABLE AT ANY BRANCH IN PAKISTAN

IBAN: PK71DEUT0000000190751002

TRAFIGURA PAKISTAN PRIVATE LIMITED

Please do not write below this line.

ZULFIQAR ANWER AU

IMRAN ZAHANIA

Signatory
PA/Attorney No

Signatory
PA/Attorney No

⑈00900860⑈04 2000 1⑈0000000 190751002⑈020⑈

Annexure – A

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THE COMPANIES ACT, 2017
(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

TRAFIGURA PAKISTAN (PRIVATE) LIMITED

PRELIMINARY

INTERPRETATION



1. The regulations contained in the First Schedule to the Companies Act, shall not apply.
2. The chapter heading shall not affect the construction hereof, and in these Articles, unless there is something in the subject or context inconsistent therewith:-

"The Act" means the Companies Act, 2017 or any statutory modification or re-enhancement thereof for the time being in force.

"Company" means Trafigura Pakistan (Private) Limited

"Dividend" means the distribution of profits of the Company to its Members.

"Member" means a subscriber to the memorandum of the company and every person to whom is allotted, or who becomes the holder of, any share, scrip or other security which gives him a voting right in the company and whose name is entered in the register of members.

"Month" means a calendar month according to the English calendar.

"Office" means the Registered Office of the Company.

"Person" shall include a body corporate.

"Section" means section of the Act.

"Special Resolution" has the meaning assigned thereto by clause (66) of sub-section (1) of Section 2 of the Act.

"The Articles" means these Articles of Association, as originally framed or as altered from time to time by Special Resolution.

"The Commission" means the Securities and Exchange Commission of Pakistan.

"The Board" shall mean the Directors from time to time of the Company acting at a meeting or through a committee of Directors or pursuant to written consent.

"The Chairman" means the Chairman of the Board appointed from time to time pursuant to the Articles.

"The Debenture" shall include debenture stock, bonds, Participation Term Certificate, Term Finance Certificate, and any instrument in the nature of redeemable capital.

"The Directors" means the Directors of the Company appointed from time to time pursuant to these Articles including alternate Directors.

"The Managing Director" means the chief executive of the Company appointed from time to time pursuant to the Articles.

"The Memorandum" means the Memorandum of Association of the Company as originally framed or as altered consequently in accordance with the provisions of the Act.

"The Register" means the Register of members to be kept pursuant to Section 119.

"The Seal" means the Common Seal of the Company.

"In writing" and "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.

"Words" importing the singular include the plural and vice versa.

Words importing the masculine gender also include the feminine gender and words or expression contained in the Articles have the same meaning as in the Act.

Words importing persons include bodies corporate



PRIVATE COMPANY

3. The Company is a Private Company within the meaning of clause (49) of sub-section 1 of Section 2, and accordingly:
- (a) the right to transfer the shares in the Company restricted in the manner given hereunder.
 - (b) the number of members in the Company is restricted to fifty excluding the persons who are in the employment of the Company; provided that where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member, and
 - (c) invitation shall be prohibited to the public to subscribe for the shares, debentures, or redeemable capital of the Company.

CAPITAL

4. The Authorised capital of the Company is Rs. 100,000 (Rupees one hundred thousand only) divided into 10,000 shares of Rs. 10 each. The Company may in its general meeting increase, reduce, consolidate, divide and sub-divide, cancel, reorganize or otherwise vary the rights relating to shares in the said capital and divide shares in the capital for the time being in several classes in accordance with the provisions of the Act.

ISSUE OF SHARES:

5. Subject to the provisions of the Act, the shares shall be under the control of the Board who may allot or otherwise dispose of the same or any of them to such persons, on such terms and conditions, and at such time as the Board thinks fit, and at a premium or at par or (subject to the provisions of the Act) at a discount, and for such consideration as the Board thinks fit.
6. The Board shall, as regards any allotment of shares, duly comply with such provisions of sections 68 to 78 as may be applicable.
7. Subject to Section 83, where at any time the Board decides to increase the issued capital of the Company by issuing any further shares, then subject to any direction to the contrary that may be given by the Company at a General Meeting, such shares shall be offered to the members in proportion to the existing shares held by each member, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time, or on receipt of information from the member to whom such notice is given that he declines to accept the shares offered, the Board may dispose

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of the same in such manner as it may consider most beneficial to the Company.

FRACTIONAL SHARES

8. If and whenever as a result of an issue of new shares or any consolidation or sub-division of shares any member becomes entitled to hold shares in fractions, the Board shall not be required to offer or issue such fractional shares and shall be entitled to sell whole shares at a reasonable price and pay and distribute to and amongst the members entitled to such fractional shares in due proportion the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Board may authorize any person to transfer the shares sold to the purchaser thereof, and the purchaser shall be registered as the holder of the shares comprised in such transfer but he shall not be entitled to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.


SHARES IN PAYMENT FOR PROPERTY:

9. Subject to the provisions of the Act and the Articles, the Board may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied, or for services rendered to the Company in the conduct of the business or affairs, and any shares which may be so allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares.

EVIDENCE OF MEMBERSHIP:

10. Any application for subscription signed by or on behalf of an applicant or subscriber for shares in the Company, followed by an allotment of any shares therein, shall, be an acceptance of shares within the meaning of the Articles, and every person who thus or otherwise accepts any shares and whose name is entered on the register shall for the purpose of the Articles be a member.

TRUST NOT RECOGNISED:

11. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register as the holder of any shares as the absolute owner thereof, and accordingly shall not (except) as ordered by a Court of competent jurisdiction or as by law required) be bound to recognise any trust or equity or benami, equitable contingent or other claim to or interest in such shares, on the part of any other person whether or not it shall have express or implied notice thereof.
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COMMISSION
UNDERWRITING AND COMMISSION

12. Subject to provision of the Act, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe, (whether absolutely or conditionally) for any shares or debentures, or procuring or agreeing to procure subscription, whether absolute or conditional, for any shares or debentures of the Company, but so that the amount or rate or commission shall not exceed five (5) per cent (or such other rate as may be prescribed by the Commission under the Act) of the price at which the shares are issued, or of the nominal value of the debentures in each case subscribed or to be subscribed. The commission may be paid or satisfied in cash or in shares or debentures of the Company. The Company may also pay brokerage on such rate as may be prescribed by the Commission in respect of any subscription for shares or debentures.

CERTIFICATES
MEMBER'S RIGHT TO CERTIFICATE:

13. Every member shall be entitled without payment to one Certificate for all the shares registered in his name, or upon paying such fee as the Board may from time to time determine, to several Certificates, each for one or more shares. Every certificate of shares shall specify the number and denote the number of shares in respect of which it is issued, and the amount paid thereon. Such certificate shall be issued under Seal, and shall bear the signature of one Director and shall be counter-signed by the Secretary or by a second Director, or by some other person appointed for that purpose by the Board. The Directors, may by resolution determine, either generally or in any particular case, that the signature of any Director(s) may be affixed by some mechanical means in the mode and manner specified in such resolution. Provided that, in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all.

ISSUE OF NEW CERTIFICATE IN PLACE OF
DEFACED LOST OR DESTROYED CERTIFICATE:

14. If any Certificate is worn, defaced or rendered useless, then upon production thereof to the Board, it may order the same to be cancelled and may issue a new Certificate in lieu thereof, and if any certificate is lost or destroyed, then on proof thereof to the satisfaction of the Board and on such indemnity as the Board seems adequate being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. The new certificate may be issued on such terms

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and fee as may be prescribed by the Board including payment of expenses incurred by the Company in investigating title.

TRANSFER AND TRANSMISSION
EXECUTION OF TRANSFER:

15. The instrument of transfer of any shares in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof. The Company shall keep a book to be called the "Register of Transfer" and shall fairly and distinctly enter the particulars of every transfer or transmission of any share therein.

TRANSFER

16. The instrument of transfer of any share shall be in writing in the usual common form or in the form appearing in the next article 17 or as near thereto as circumstances will admit.

FORM OF TRANSFER:

17. I, _____ son/daughter/wife of _____ of _____ being a _____ national ("Transferor"), in consideration of the sum of Rs. _____ (Rupees _____) paid to me by _____ son/daughter/wife of _____ of _____ being a national of _____ ("Transferee"), do hereby transfer to the Transferee _____ shares, numbered _____ in Trafigura Pakistan (Private) Limited to hold the same unto the said Transferee, his (or her) executors, administrators and assigns subject to the several conditions on which I held the same immediately before the execution hereof.

I, the Transferee, do hereby agree to take the said share(s) subject to the conditions aforesaid.

In Witness Whereof we sign this Form on _____ day of _____, 20.....

Transferor

Witnesses:-



1) _____

2) _____

WHEN REGISTER MAY BE CLOSED:

18. The Board shall have power, on due notice, (given in the manner prescribed in the Act) to close the Register of Transfers for such period(s) of time not exceeding thirty days at a time or forty-five days in any year.

TRANSMISSION OF SHARES OF DECEASED MEMBER:

19. In case of the death of a shareholder, the survivor, where the deceased was a joint holder, and (subject as hereinafter provided), where the deceased was a sole or only surviving holder, the executors or administrators of the deceased holding a Grant or Probate or Letters of Administration or the nominees of the deceased appointed under Section 79, or any person or persons mentioned in any Succession Certificate effective in Pakistan shall be the only persons recognised by the Company as having any title to the shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability, (whether sole or joint), in respect of any share solely or jointly held by him. In any case in which such a Grant of Probate or Letters of Administration or Succession Certificate to the estate of a deceased sole or only surviving holder has not been obtained or a nomination was not made by the deceased as above mentioned, the Board may, but shall not be bound to, recognise the title of any person claiming to be entitled to the deceased holder's share on production by such claimant of any other evidence of title as the Board may deem sufficient, and upon the claimant furnishing such indemnity, if any as the Board may require.

**RIGHT OF THE SURVIVOR TO BE REGISTERED
AS A MEMBER OR TO TRANSFER SHARES:**

20. Any person becoming entitled to a share in consequence of the death or insolvency of a Member shall, upon evidence being produced as may from time to time be required by the Board, have the right either to be registered as a Member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or insolvent person could have made, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

**RIGHT OF SURVIVOR TO RECEIVE
DIVIDENDS AND OTHER ADVANTAGES:**

21. A person becoming entitled to a share by reason of the death or insolvency

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of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he was the registered holder of the share, except that he shall not before being registered as a Member in respect of the share, be entitled in respect of it to exercise any rights conferred by membership in relation to meetings of the Company.

COMPANY NOT TO BE LIABLE:

22. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register) to the person having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board shall so think fit.

ALTERATION OF CAPITAL
POWER TO INCREASE AUTHORISED CAPITAL:

23. The Company may from time to time by special resolution increase the authorised share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.

CONDITIONS OF ISSUE:

24. Except and so far as otherwise provided by the conditions of issue or by the Articles, any capital raised by the creation of new shares shall be considered part of the authorised capital and shall be subject to the provision herein contained with reference to transfer and transmission, voting and otherwise.

POWER TO REDUCE SHARE CAPITAL:

25. The Company may by Special Resolution reduce its share capital in any manner and with and subject to any incident and sanction and consent required by law.

POWER TO SUB-DIVIDE OR CONSOLIDATE SHARES

26. Subject to Section 85, the Company may in General Meeting by Ordinary Resolution alter the conditions of its Memorandum as follows:



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- (a) increase its authorized share capital by such amount as it thinks expedient;
 - (b) consolidate and divide all and any of its share capital into shares of larger amount than its existing shares.
 - (b) sub-divide shares or any of them into shares of smaller amounts than originally fixed by the memorandum, subject nevertheless to the provisions of the Act in that behalf;
 - (c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

**POWER TO BORROW
POWER OF THE BOARD:**

27. The Board may from time to time borrow any moneys for the purposes of the Company from the members or from any other persons, firms, companies, corporations, Government Agencies, institutions or banks, or the Directors may themselves lend moneys or provide finance to the Company.

GIVING OF SECURITIES:

28. The Board may borrow moneys and secure payment thereof in such manner and upon such terms and conditions in all respects as it may think fit, and in particular by the issue of bonds, debentures, or by mortgage or charge or other securities on the whole or any part of the property, assets and rights of the Company (both present and future), including its uncalled capital or otherwise.

CONDITIONS OF BONDS, ETC.

29. Any bonds, debentures or other securities issued or to be issued by the Company shall be under the authority of the Board which may issue them upon such terms and conditions and in such manner and for such consideration as shall be considered by the Board to be for the benefit of the Company.

ISSUE AT DISCOUNT:

30. Any bonds, debentures or other securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawings, convertibility into shares, attending and voting at General Meetings of the Company, appointment of Directors, and

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otherwise, provided that debentures with the right to be converted into shares shall not be issued without the consent of the Company in General Meeting obtained by special resolution, subject to Section 83.

INDEMNITY TO DIRECTORS:

31. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETINGS
GENERAL MEETING WHEN TO BE HELD:

32. A General Meeting, to be called Annual General Meeting, shall be held, in accordance with the provisions of Section 132, within sixteen months from the date of incorporation of the Company and thereafter once at least in every calendar year within a period of four months following the close of its financial year and not more than fifteen months after the holding of its last preceding Annual General Meeting as may be determined by the Board.

EXTRAORDINARY GENERAL MEETING:

33. All general meeting of the Company other than an Annual General Meeting shall be called Extraordinary General Meetings.

WHO MAY CALL EXTRA-ORDINARY GENERAL MEETINGS:

34. The Directors may whenever they think fit, call an Extraordinary General Meeting, and Extraordinary General Meetings shall also be called on such requisition, or in default, may be called by such requisitionists, as is provided by Section 133.

NOTICE OF MEETINGS:

35. Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of General Meeting and, in case of special business, all material facts concerning such business, shall be given in a manner provided by the Act. The General meetings to such persons as are, under the Act of the Companies, entitled to receive such notices from the Company.

SPECIAL BUSINESS:



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36. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheet and the reports of Directors and Auditors, the election of directors, the appointment of, and the fixing of the remuneration of the Auditors. Where it is proposed to pass a Special Resolution at a General Meeting, notice of the Meeting shall specify the intention to propose the Resolution as a Special Resolution.

OMISSION TO GIVE NOTICE:

37. In a case in which notice of any Meeting is given to the shareholders individually, the accidental omission to give notice to any of the shareholders or the accidental non-receipt thereof shall not invalidate the proceedings at any such Meeting.

PROCEEDINGS AT GENERAL MEETING:
QUORUM:

38. Two members present in person or through video-link and representing not less than twenty-five (25%) per cent of the total issued shares of the Company either on their own account or as proxies shall be a quorum for a General Meeting. No business shall be transacted at any General Meeting unless the quorum requisite is present at the time when the Meeting proceeds to business.

WHO TO PRESIDE IN GENERAL MEETING:

39. The Chairman shall be entitled to take the chair at every General Meeting. If there is no Chairman or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding such Meeting or is unwilling to act, the Directors present may elect a Director as Chairman and if none of the Directors is present or being present is unwilling to act as Chairman, the members present shall choose one of the members to be the Chairman.

ADJOURNMENT OF MEETING FOR LACK OF QUORUM:

40. If within half an hour after the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved, and in every other case shall stand adjourned to the same day in the following week at the same time and place. If at the adjourned meeting a quorum is not present the members present personally being not less than two shall be the quorum and may transact the business for which the meeting was called.

ADJOURNMENT BY CHAIRMAN:

41. The Chairman with the consent of a General Meeting may adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than business left unfinished in the Meeting from which the adjournment took place.

MINUTES:

42. Minutes shall be made in books provided for the purpose of all resolutions and proceedings at General Meetings, and any such Minutes if signed by any person purporting to have been the Chairman of the Meeting or next following Meeting shall be receivable as evidence of the facts therein stated without further proof.

MINUTE BOOKS:

43. The Books containing Minutes of proceedings of General Meetings of the Company shall be kept at the Registered Office of the Company and shall during business hours (subject to reasonable restrictions as the Board may from time to time impose but so that no less than two hours each day is allowed for inspection) be open to the inspection of any member without charge.

VOTES OF MEMBERS:
VOTE OF MEMBERS:

44. Except as provided in Article 64 hereof, upon a show of hands every member entitled to vote and present in person or by proxy shall have one vote, and upon a poll every member entitled to vote and present in person or by proxy shall have one vote for every share held by him.

RIGHT TO VOTE OF JOINT HOLDERS:

45. In case of joint-holders, the vote of the senior who tender a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint-holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register.

REPRESENTATIVES OF CORPORATE MEMBERS:

46. Company or other body corporate which is a member of the Company may, by resolution of its Directors, or proxy signed by authorised officers, authorise any of its official or any other person to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Company which he represents as if he were an individual shareholder of the Company.



VOTING BY MEMBER OF UNSOUND MIND:

47. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on show of hand or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

POLL BY PROXY:

48. On a poll votes may be given either in person or by proxy.

PROXY:

49. Every proxy shall be appointed in writing under the hand of the appointer or by an agent duly authorised under a Power of Attorney or if such appointer is a Company or corporation under the Common Seal of the Company or corporation or the hand of its Attorney who may be the appointer. A proxy does not have to be a member. A proxy shall have rights of speaking and voting at a meeting which are available to a member present in person at such meeting. A member shall not be entitled to appoint more than one proxy to attend any one Meeting. If any member appoints more than one proxy for any one Meeting and more than one instruments of proxy are deposited with the Company, all such instruments shall be rendered invalid.

IRREVOCABLE PROXY:

50. Any proxy declared expressly on its face to be irrevocable shall not be revoked or be deemed revoked by the member giving such proxy without the consent of the proxy-holder, whether by attendance at any General Meeting held during the period of such proxy or by any other action on his part whatsoever or otherwise during the term of such proxy if such proxy is furnished to and filed with the Company, and the Company shall be bound to give effect to such proxy in accordance with the terms thereof.

PROXY TO BE DEPOSITED AT THE OFFICE:

51. No person shall act as proxy unless the instrument of his appointment and the Power of Attorney, if any, under which it is signed, shall be deposited at the Office at least forty-eight hours before the time for holding the Meeting at which he proposed to vote.

FORM OF PROXY:

52. As instrument appointing a proxy may be in the following form or a form as near thereto as may be:

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"I _____ of _____ in the district of _____ being a member of the _____ hereby appoint _____ of _____ as my proxy to vote for me and only on my behalf at the (annual, extraordinary, as the case may be) general meeting of the Company to be held on the ____ day of ____ and at any adjournment thereof."

VALIDITY OF PROXY:

53. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of principal or revocation of the proxy or of any power of attorney under which such proxy was signed, provided that no intimation in writing of the death or revocation shall have been received at the office of the Company before the Meeting or the adjourned Meeting at which proxy is used.

VALIDITY OF VOTE:

54. No objection shall be made to the validity of any vote except at the Meeting or at the poll at which such vote shall be tendered, and every vote whether given in person or by proxy not disallowed at such Meeting or poll shall be deemed valid for all purposes of such meeting or poll.

CHAIRMAN TO DECIDE:

55. If any question is raised, the Chairman of the Meeting shall decide on the validity of every vote tendered at such Meeting in accordance with these Articles.

DIRECTORS:

56. The number of Directors shall be two (2) Directors. The Board shall fix the number of elected Directors of the Company not later than thirty-five (35) days before the convening of the General Meeting at which directors are to be elected and the numbers so fixed shall not be changed except with the prior approval of the General meeting of the Company.

FIRST DIRECTORS

57. The following shall be the first Directors of the Company and shall hold office until the first Annual General Meeting:

1. Imran MK Yousuf
2. Ameer Ali
- & Per.



TERM OF OFFICE, REMOVAL AND CASUAL VACANCIES

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FIRST DIRECTORS TO RETIRE

58. The first Directors of the Company shall stand retired from office at the first Annual General Meeting of the Company.

ELECTION OF DIRECTORS

59. (i) After the first appointment of Directors, the number of elected Directors fixed by the Board under Article 57 shall be elected to office by the members in General Meeting in the following manner, namely:-
- (a)- a member shall have such number of votes as is equal to the product/ of voting shares held by him and the number of Directors to be elected;
 - (b)- a member may give all his votes to a single candidate, or divide them between more than one of the candidates in such manner as he may choose;
 - (c)- the candidate who gets the highest number of votes shall be declared elected as Director and then the candidate who gets the next highest number of votes shall be so declared, and so on until the total number of Directors to be elected has been so elected;
- (ii) Where the number of candidates is equal to or less than the number of Directors to be elected it will not be necessary to hold an election as laid down in clause (i) of this Article and all the candidates shall be deemed to have been elected under this Article.

TERM OF OFFICE

60. A Director elected under Article 59 shall hold office for a period of three years, unless he earlier resigns or becomes disqualified from becoming Director or otherwise ceases to hold office. A retiring Director shall be eligible for re-election. An election of Directors in the manner prescribed by the preceding Article shall be held once in every three years.

REMOVAL

61. The Company may by resolution in General Meeting remove a Director appointed under Article 62 or 68 or elected or deemed to have been elected under Article 64: Provided that a resolution for removing a Director shall not be deemed to have been passed unless the number of votes cast in favour of such a resolution is not less than:
- (i) the minimum number of votes that were cast for the election of a

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Director at the immediately preceding election of Directors, if the resolution relates to removal of a Director elected in the manner provided in or under Article 64; or

- (ii) the total number of votes for the time being computed in the manner laid down in Article 64 divided by the number of Directors for the time being, if the resolution relates to removal of a Director appointed under Article 62 or 68.

CONTINUING DIRECTORS TO ACT:

62. The continuing Directors may act notwithstanding any vacancy in their body, but if the minimum falls below the number fixed by Article 57 thereof, the Directors shall not, except for the purpose of filling a vacancy in their number or of conveying a General Meeting, act so long as the number remains below the minimum.

FILLING CASUAL VACANCY:

63. The Directors may at any time appoint any person to be a Director to fill a casual vacancy in the Board. Any Director so appointed shall hold office for the remainder of the term of the Director in whose place he is appointed.

EXTRA REMUNERATION MAY BE PAID TO A DIRECTOR:

64. Any Director who serves on any Committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of his statutory duties of a Director may be paid such extra remuneration as may be determined by the Board, provided that so long as is so required by the Securities and Exchange Commission of Pakistan, the remuneration of a Director shall require approval of the Company in General Meeting.

SHARE QUALIFICATION FOR DIRECTORS

65. Save and except that a Director must be a member (unless he represents the Government, an institution (including a multi-national company) or an authority which is a member on the Board, or is a whole time working Director, or a Chief Executive/Managing Director, or a person representing a creditor on the Board), a Director shall not require any shares qualification, so long as only subscribers shares are in issue. Thereafter, the qualification of a Director shall be his holding five ordinary shares in his own name subscribed either in cash or in kind. In the case of Directors representing interests holding shares of the requisite value, no such share qualification shall be required, provided intimation in writing as to such representation is lodged with the Company forthwith

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upon appointment / election of a Director.

GENERAL POWERS OF COMPANY VESTED IN DIRECTORS:

66. The control of the Company shall be vested in the Board and the business of the Company shall be managed by the Board, which may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as or not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the regulations of these Articles, to the provisions of the Act and such regulations, (not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if the regulation had not been made.

POWER TO OBTAIN FINANCES AND GIVING OF SECURITIES:

67. The Board may exercise all the powers of the Company to borrow and mortgage or charge its undertaking, property and assets, (both present and future), and to issue debentures and other securities, whether outright or as collateral security for and debt, liability or obligation of the Company, or of any third party.

MINUTE BOOKS:

68. The Board shall cause Minutes to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of Directors present at each meeting of the Board and of any Committee of Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Board, and of Committees of Directors; and every Director present at any meeting of Board shall sign his name in a Book to be kept for the purpose.

Any such minutes of any Meeting of the Board or of a Committee of Directors or of the Company, if signed or purporting to be signed by the Chairman of such Meeting, or of the next succeeding Meeting, shall be receivable as evidence of the matters stated in such minutes.

POWERS TO PAY PENSIONS, ETC.:

69. The Board may pay and agree to pay pensions or other requirement, superannuation, death or disability benefits or allowances to any person in

respect of any Director or former Director who may hold or may have held any executive office of employment under the Company, or any subsidiary Company of the Company, or its holding Company, (if any), and for the purpose of providing any such pensions or other benefits or allowances, may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such persons.

DIRECTORS TO COMPLY WITH THE ACT:

70. The Directors shall duly comply with the provisions of the Act or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of the particulars of mortgage and charges affecting the property of the Company or created by it, to the keeping of a register of the Directors, and to the sending to the Registrar of an annual list of members, and a summary of particulars relating thereto and notice of any consolidation or increase of share capital, or sub-division of shares, and copies of special resolutions and a copy of the register of Directors and notification of any changes therein.

PROCEEDINGS OF DIRECTORS MEETING OF DIRECTORS:

71. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate meetings of the Board as they think fit. A Resolution moved at any meeting of Directors shall be passed by a simple majority vote. The Managing Director or the Secretary may at any time, and shall on the written requisition of two Directors at any time, summon a meeting of the Board. Unless otherwise decided by the Board, at least seven clear days notice must be given to all Directors to summon a meeting of the Board, and such meeting shall set forth the purpose or purposes for which such meeting is summoned. With the consent of all the Directors entitled to receive notice a meeting, or to attend or vote at any such meeting, a meeting of the Board may be convened by shorter notice than specified in this Article. Any Director may waive notice of the time, place and purpose of any meeting of Directors either before, at or after such meeting.

QUORUM OF DIRECTORS' MEETINGS AND POWERS

72. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the Article vested in or exercisable by the Board generally. A majority of the Directors present personally or through video-link shall constitute a quorum.



AS TO PRESIDING AT DIRECTORS MEETING:

73. The Chairman shall, whenever present, preside as (Chairman at each

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meeting of the Board, but if at any meeting the Chairman is after the time fixed for holding the same, the Directors present shall within fifteen minutes of the time fixed for the meeting choose one of their members to be Chairman of such meeting.

**WHEN ACTS OF MEETINGS OF THE BOARD OR
COMMITTEE VALID NOTWITHSTANDING
DEFECTIVE APPOINTMENT ETC**

74. All acts by any meeting of the Board or of a Committee of Directors, or by any person acting as a Director or alternate Directors, or by any person acting as a Director or alternate Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or person had been duly appointed and was qualified to act. Provided that as soon as any such defect has come to notice, the Director or other person concerned shall not exercise the right of this office till the defect has been rectified.

RESOLUTION BY CIRCULATION:

75. A resolution in writing signed by all of the Directors shall be effective as if such resolution had been passed at a meeting of the Directors.

**ALTERNATE DIRECTOR
POWER TO APPOINT ALTERNATE DIRECTOR:**

76. Any Director permanently resident in Pakistan or any Director so resident but intending to be absent from Pakistan for a period of not less than three months may appoint any person acceptable to the Board to be an Alternate Director of the Company in his stead. Every such appointment shall be in writing under the hand of the Director making the appointment. An alternate Director so appointed shall not be entitled to appoint another Director, but shall otherwise be subject to the provisions of the Articles with regard to Directors, except that he need not be a member nor shall he require any share qualification. An alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not present in person, and generally to perform all the functions of his appointer as Director in the absence of such appointer. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer for any reason ceases to be a Director or if and when his appointer comes or returns to Pakistan, or if the appointee is removed from office by notice in writing under the hand of the appointer.

COMMITTEE OF DIRECTORS:

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77. The Board may from time to time delegate all, or any of their powers not required to be exercised at a meeting of the Board to a committee or committees consisting of two or more Directors as the Board thinks fit. Any committee so formed shall conform to any regulations that may be imposed upon it by the Board and shall be governed, in the exercise of the powers so delegated, by the provisions herein contained for regulating meetings and proceedings applicable to the Directors.

**CHAIRMAN AND MANAGING DIRECTOR/
CHIEF EXECUTIVE APPOINTMENT OF CHAIRMAN:**

78. Upon the first appointment, and thereafter upon each election of Directors, the Directors shall (i) appoint as the Chairman of the Board a Director and (ii) determine the period for which he is to hold office.

**APPOINTMENT OF MANAGING DIRECTOR/
CHIEF EXECUTIVE:**

79. (i) The Board shall within fifteen days of the incorporation of the Company appoint an individual (including a Director) as the Chief Executive of the Company designated as the Managing Director. The first Managing Director shall hold office until the First Annual General Meeting of the Company (unless he earlier resigns or otherwise ceases to hold office) or until the expiry of a shorter period if the Board had fixed a shorter period for this appointment. If the Managing Director ceases to hold office before the first Annual General Meeting, the Board shall fill the vacancy within fourteen days, but the person appointed to fill the vacancy shall hold office only till the first Annual General Meeting.
- (ii) Within fourteen (14) days from the date of an election of Directors under Article 59 or within fourteen (14) days from the date on which office of the Managing Director falls vacant for whatsoever reason, the Board shall appoint any person (including an elected Director) to be the Chief Executive of the Company designated as Managing Director, but such appointment shall not be for a period exceeding three (3) years from the date of appointment.
- (iii) Upon the expiry of appointment under clauses (i) and (ii) above a Managing Director shall be eligible for re-appointment.
- (iv) The Managing Director shall, if he is not already a Director of the Company, be deemed to be its Director and be entitled to all the rights and privileges, and subject to all the liabilities of the office of Director of the Company.



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- (v) The Directors of the Company by a resolution passed by not less than three-fourths of the total number of Directors for the time being, or the Company by special resolution, may remove a Managing Director before the expiration of his term of office notwithstanding any thing contained (if any) in these Articles or in any agreement between the Company and the Managing Director.
 - (vi) The terms and conditions of appointment of the Managing Director shall be determined by the Board.

POWERS OF MANAGING DIRECTOR:

80. The Managing Director shall have overall authority over and responsibility for the management of the affairs of the Company and the conduct, and the custody and maintenance of its properties, assets, records and accounts in accordance with the policies and guidelines established by the Board.

In addition, the Board may entrust to and confer upon Managing Director any of the power exercisable by the Board other under the powers which are required to be compulsorily exercised under the Act by the Board at its meeting upon such terms and conditions and with such restrictions as it may think fit, and may from time to time revoke, withdraw, alter to vary all or any of such powers.

DISQUALIFICATION OF DIRECTORS
VACATION OF OFFICE OF DIRECTORS:

81. The office of a Director shall also be vacated if
- (a) He becomes ineligible to be appointed a Director on any one or more of the grounds enumerated as follows, that is to say, he:
 - (i) is a minor,
 - (ii) is of unsound mind;
 - (iii) has applied to be adjudicated as an insolvent and his application is pending;
 - (iv) is an undischarged insolvent;
 - (v) has been convicted by a court of law for an offence involving moral turpitude;
 - (vi) has been debarred from holding such office under any provision of Act.

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(vii) has betrayed lack of fiduciary behavior and a declaration to this effect has been made by the Court under Section 217 at any time during the preceding five years;

(viii) is not a member

Provided that this clause (viii) shall not apply in the case of:

- (a)
 - (i) a person representing the Government or an institution of authority which is a member;
 - (ii) a whole-time Director who is an employee of the Company;
 - (iii) a Chief Executive; or
 - (iv) a person representing a creditor.
- (b) he absents himself from three consecutive meetings of the Directors or from all the meetings of the Directors for a continuous period of three months, whichever is the longer, without leave of absence from the Directors;
- (c) he or any firm of which he is a partner or any private Company of which he is a director:
 - (i) without the sanction of the Company in General Meeting accepts or holds any office of profit under the Company other than that of chief executive or a legal or technical adviser or a banker, or
 - (ii) accepts a loan or guarantee from the Company in contravention of Section 182 (if applicable in terms of that section);
- (d) he resigns his office by notice in writing to the Company;
- (e) he, being a Director who is an employee of the Company, ceases to be an employee of the Company for whatsoever reason;
- (f) he does not hold or ceases to hold the share qualification, if any, necessary for his appointment.

The appointment of an alternate Director will constitute a leave of absence from the Board to the Director for whom such alternate is appointed during such Director's absence.

THE SEAL

CUSTODY OF SEAL:

82. The Board shall provide a Common Seal for the purposes of the Company and for the safe custody of the Seal, and the Seal shall never be used except by the authority of a resolution of the Board of directors or a Committee of Directors authorized in that behalf by the directors, and two Directors at least shall sign (in the same manner as provided for in Article 13) every instrument to which the Seal is affixed; provided, nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching any authority to issue the same. The Board shall also have power to destroy the Seal and substitute a new Seal thereof, if necessary.

DIVIDENDS AND RESERVES

**DECLARATION OF DIVIDENDS AND RESTRICTIONS
OF AMOUNT THEREOF:**

83. The Company in General Meeting may declare dividends, but no dividends shall exceed the amount recommended by the Board.

INTERIM DIVIDEND:

84. The Board may from time to time pay to the members such interim dividends as appear to be justified by the profit of the Company.

DIVIDEND OUT OF PROFITS ONLY:

85. No dividends shall be paid ~~other than~~ out of profits of the year, or any other undistributed profits of prior years.

DISTRIBUTION OF DIVIDENDS:

86. Subject to the rights of persons entitled to shares with special rights as to dividends, the profits distributed as dividends shall be distributed among the shareholders and all dividends shall be declared and paid according to the amounts paid on the shares. If any share is issued on the terms that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

POWER OF BOARD TO CREATE RESERVE:

87. The Board may before recommending any dividend, set aside out of the profits of the Company such sum as it thinks proper as a reserve or reserves, which shall, at the discretion of the Board, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and

pending such application may, in the like discretion, either be employed in the business of the Company or be invested in such investments, (other than shares of the Company), as the Board may from time to time think fit.

RECEIPTS FOR DIVIDENDS BY JOINT HOLDERS:

88. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividends payable on the share.

NO INTEREST ON DIVIDENDS:

89. No dividend shall bear interest against the Company. The Dividend shall be paid within the period laid down in the Act.

PAYMENT BY POST:

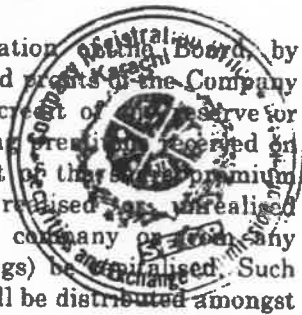
90. (a) Any dividend be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or in the case of joint holders to any one of such joint holders at his registered address, or to such person and at such address as the member or person entitled or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, or to order of such other person as the member or person entitled or such joint holders, as the case may be, may direct.
- (b) Unclaimed dividends may be invested or otherwise used by Board for the benefit of the Company until claimed.

CARRYING FORWARD OF PROFITS:

91. The Directors may carry forward any profits which they may think prudent not to distribute without setting them aside as a reserve.

CAPITALISATION
CAPITALISATION OF RESERVES:

92. Any General Meeting may, upon recommendation of the Board, by ordinary resolution resolve that any undistributed profits of the Company (including profits carried and standing to the credit of the reserve for reserves or other special accounts or representing premium received on the issue of shares and standing to the Credit of the share premium account and capital reserve arising from realised and unrealised appreciation of the assets or goodwill of the company or from any acquisition/sale of interests in other undertakings) be capitalised. Such capitalised undistributed profits and reserves shall be distributed amongst such of the shareholders as would be entitled to receive the same if



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distributed by way of dividend, and in the same proportions, on the footing that they become entitled thereto as capital. All or any part of such capitalised fund may be applied on behalf of such shareholders for payment in full or in part either at par or at such premium as the resolution may provide, for any unissued shares or debentures of the Company which shall be distributed accordingly, and such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

ACCOUNTS
BOOKS OF ACCOUNT TO BE KEPT:

93. The Board shall cause to be kept proper books of account as required under section 220 of the Act.

WHERE TO BE KEPT:

94. The books of account shall be kept at the office or at such other place as the Board shall think fit and shall be open to inspection by the Directors during business hours.

INSPECTION BY MEMBERS:

95. The Board shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books or papers of the Company or any of them shall be open to inspection of the members, and no members (not being a Director) shall have any right of inspecting any account and books or papers of the Company except as conferred by law or authorised by the directors or by the company in general meeting.

PROFIT AND LOSS ACCOUNT AND BALANCE SHEET:

96. Within sixteen months of the incorporation of the Company, and subsequently once at least in every calendar year, the Directors shall cause to be prepared and lay before the Company in General Meeting a balance sheet and profit and loss account, both made up in accordance with the Act and to a date not more than four months before the date of the Meeting for the period, in the case of first balance sheet and profit and loss account, since the incorporation of the Company, and in case of any subsequent balance sheet and profit and loss account, since the preceding account. Every such balance sheet shall be accompanied by an Auditor's report and the Director's report in accordance with the provisions of the Act in that behalf.

COMPLIANCE WITH ACT:

97. The Directors shall in all respects comply with Section 220 to 227 in

regard to accounts of the Company.

**COMPANIES OF DIRECTORS' REPORT AND
BALANCE SHEET TO BE SENT TO MEMBERS:**

98. A copy of the financial statements together with a copy of the Auditor's report and Directors' report shall be sent to all members along with the notice convening the General Meeting before which the same are required to be laid at least twenty- one days preceding the meeting.

**AUDIT
APPOINTMENT OF AUDITORS AND THEIR DUTIES:**

99. Auditors shall be appointed and their duties regulated in accordance with Sections 246 to 249.

**NOTICES:
HOW NOTICE TO BE SERVED ON MEMBERS:**

100. (1) A notice may be given by the Company to any member or Director either in person or by sending it to him, at his registered address or, (if he has no registered address in Pakistan), to the address, if any, within or outside Pakistan supplied by him to the Company for the giving of notices to him. A notice may be given by telex or facsimile transmission.

SERVICE BY POST:

- (2) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

**NOTICE TO MEMBERS ABROAD
BY ADVERTISING IN NEWSPAPERS:**

101. If a member or Director has no registered address in Pakistan and has not supplied to the Company an address within or outside Pakistan for the giving of notices to him, a notice addressed to him or to the shareholders generally and advertised in a newspaper circulating in the Province in which the Office is situated shall be deemed to be duly given on the day on which the advertisement appears.



NOTICE TO JOINT HOLDER:

102. A notice to be given by the Company to the joint-holder of a share by giving the notice to the joint-holder named first in the Register in respect

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of the share.

NOTICE TO PERSONS ENTITLED BY TRANSMISSION:

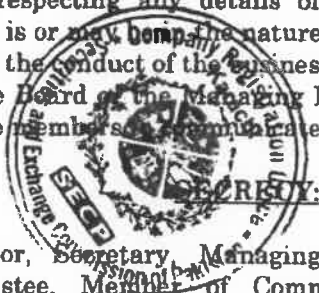
103. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title or representatives of the deceased, or assignee of the insolvent, or by any like description, at the address, (if any) in Pakistan supplied for the purpose by the persons claiming to be so entitled, or (until) such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.

NOTICE OF GENERAL MEETING:

104. Notice of every General Meeting shall be given in some manner hereinbefore authorised to (a) every member of the Company except those members who, having no registered address within Pakistan, have not supplied to the Company an address within or outside Pakistan for the giving of notices to them and also to (b) every person entitled to a share in consequence of the death or insolvency of a member, who but for his death or insolvency would be entitled to receive notice of the meeting, and (c) to the auditors of the Company for the time being.

**NO SHAREHOLDER TO ENTER THE PREMISES
OF THE COMPANY WITHOUT PERMISSION:**

105. No member or other person (not being a Director) shall be entitled to enter the property of the Company, or to inspect or examine the Company's premises or properties of the Company, without permission of the Board or the Chairman, or Managing Director, and to require disclosure of any information respecting any details of the Company's trading, or any matter which is or may be of the nature of a trade secret, mystery of trade or secret to/of the conduct of the business of the Company and which in the opinion of the Board or the Managing Director will be inexpedient in the interest of the members of the Company.



106. Every Director, Secretary, Managing Director, Chairman, Manager, Auditor, Trustee, Member of Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration in the form approved by the Board pledging himself to observe strict secrecy representing all transactions of the Company without the customers and the state of accounts with individuals and in matters relating thereto, and shall by declaration pledge himself not to reveal any

of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board, or by any General Meeting, or by a court of law, and except so far as may be necessary in order to comply with any provisions in these presents contained.

WINDING UP **DISTRIBUTIONS OF ASSETS ON WINDING UP:**

107. (i) If the Company shall be wound up, (whether voluntarily or otherwise) the Liquidators may, with the sanction of a Special Resolution and any other sanction required by the Act, divide amongst the members in specie or kind, the whole or any part of the assets of the Company, whether they consist of property of same kind or not.
- (ii) For purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

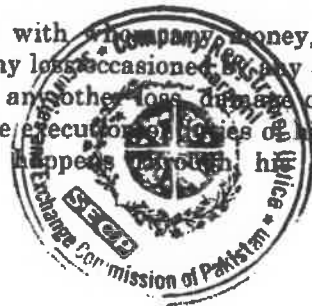
INDEMNITY:

108. Every Director, Managing Director, Chairman, Manager or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor or Adviser, shall be indemnified out of the funds of the Company against any liability incurred by him as such Director, Managing Director, Chairman, Manager, Officer, Auditor, or Adviser in defending any proceedings, whether civil or criminal, in which judgment is given in connection with any application under Section 492 of the Act in which relief is granted to him by the Court.



INDIVIDUAL RESPONSIBILITY OF DIRECTORS:

109. No Director, Managing Director, Chairman, Manager or other officer of the Company will be liable for the acts, receipts, and defaults of any other Director or Officer or for joining any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Director, Managing Director, Chairman, or other officer for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous

act of any person with whom any money, securities or effect shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of duties of his office or in relation thereto, unless the same happens through his own willful act, default or dishonesty.



We the several persons, whose names, address and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of the Articles of Association and we respectively to take the number of shares in the Capital of the Company set opposite our respective names.

Name and surname (present & former) in full (in Block Letters)	NIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Nationality(ies) with any former Nationality	Occupation	Residential Address in full	Number of shares taken by each subscriber	Signature
IMRAN M.K. YOUSUFZAI	42301-2413018- 7	Sultan M K Yousufzai	Pakistani	Business Development Officer	36-II Main Khayaban-e- Muslim Phase 6 DHA Karachi	1	
AMEER ALI	44206-4654925- 3	Allah Warrayo	Pakistani	Business Development Officer	H # 236, St # 62, MPCHS, E- 11/3, Islamabad	1	
					Total	2	



Dated the 15 day of July

Signature	First Witness to Above Signatures
Full Name (in Block Letters)	RAJA MUNEEB AHMED
Father's / Husband's name	RAJA KHALIL AHMED

Nationality	PAKISTANI
Occupation	ENGINEER
CNIC NO	37405-2382797-3
Full Address	PLOT 6B, F-10, MARKAZ, ISLAMABAD

Second Witness to Above Signatures	
Signature	
Full Name (in Block Letters)	ASAM ALI
Father's / Husband's name	ASAM ALI
Nationality	PAKISTANI
Occupation	ENGINEER
CNIC NO	37405-2382797-3
Full Address	PLOT 6B, F-10, MARKAZ, ISLAMABAD



Certified to be True Copy
 Deputy Registrar of Companies
 Date: 04/01/2017

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THE COMPANIES ACT, 2017
(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

TRAFIGURA PAKISTAN (PRIVATE) LIMITED

- I. The name of the Company is "Trafigura Pakistan (Private) Limited".
- II. The Registered Office of the Company will be situated in the Province of the SINDH, Pakistan.
- III. The objects for which the Company is established are all or any of the following:
 1. The principal line of business of the company shall be to carry out the business of the import, export transport, market, and distribute of LNG, LPG, NGL, RLNG and all other related liquids and chemicals including the business of purchase or otherwise acquire, sale, store, transport, market, distribute, supply, sell, import, export, and otherwise dispose of and generally trade in any and all kinds of petroleum and petroleum products, oil, gas, hydrocarbons, petrochemicals, asphalt, bituminous substances and to undertake all such activities as are connected herewith or ancillary thereto and to take over the running or likely to be running business of alike nature with or without assets, liabilities, rights, privileges, registration, trade mark, import and export registration or any other facility and establishing and operating a terminal including a jetty, pipelines with all machinery and equipment and supporting facilities for the handling, re-gasification and any activities or services relating or ancillary thereto.
 2. Except for the businesses mentioned in sub-clause 1. hereunder, the company shall engage in all the lawful businesses and shall be authorized to take all necessary steps in all connection therewith and ancillary thereto.
 3. Notwithstanding anything contained in the foregoing sub-clauses of this clause nothing contained herein shall be construed as empowering the Company to undertake or ~~engage~~ directly or indirectly in the business of a Banking Company, Non-banking Finance Company (Mutual Fund, Leasing, Investment Company, Investment Advisor, Real Estate Investment Trust management

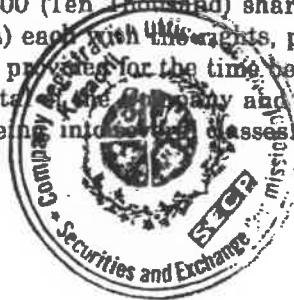
company, Housing Finance Company, Venture Capital Company, Discounting Services, Microfinance or Microcredit business), Insurance Business, *Modaraba* management company, Stock Brokerage business, forex, real estate business, managing agency, business of providing the services of security guards or any other business restricted under any law for the time being in force or as may be specified by the Commission.

IV. It is hereby undertaken that the company shall not:

- (a) engage in any of the business mentioned in sub-clause (3) above or any unlawful operation;
- (b) launch multi-level marketing (MLM), Pyramid and Ponzi Schemes, or other related activities/businesses or any lottery business;
- (c) engage in any of the permissible business unless the requisite approval, permission, consent or licence is obtained from competent authority as may be required under any law for the time being in force.



V. The liability of the members is limited.

VI. The authorised share capital of the Company is Rs. 100,000/- (Rupees Hundred Thousand) divided into 10,000 (Ten Thousand) shares of the nominal value of Rs. 10/- (Rupees Ten) each with all the rights, privileges and conditions attached thereto as are provided for the time being, with power to increase and reduce the capital of the company and to divide the shares in the capital for the time being into different classes.




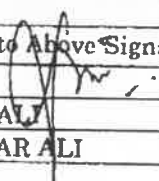
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We, the several, persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Memorandum of Association:-

Name and surname (present & former) in full (in Block Letters)	NIC No. (in case of foreigner, Passport No)	Father's/Husband's Name in full	Nationality(ies) with any former Nationality	Occupation	Residential Address in full	Number of shares taken by each subscriber	Signature
IMRAN M. K. YOUSUFZAI	42301-2413018-7	Sultan M K Yousufzai	Pakistani	Business Development Officer	36-II Main Khayaban-e-Muslim Phase 6 DHA Karachi	1	
AMEER ALI	44206-4654925-3	Allah Warrayo	Pakistani	Business Development Officer	H # 236, St # 62, MPCHS, E-11/3, Islamabad	1	
					Total	2	

Dated the 15 day of July , 2017

First Witness to Above Signatures	
Signature	
Full Name (in Block Letters)	RAJA MUNIR ASIM
Father's / Husband's name	RAJA KHALID AHMED
Nationality	PAKISTANI
Occupation	ENGINEER
CNIC NO	37405-2382797-3
Full Address	PLOT 6B, F-10, MARKAZ, ISLAMABAD

Second Witness to Above Signatures	
Signature	
Full Name (in Block Letters)	ASIM ALI
Father's / Husband's name	ASGHAR ALI

Nationality	PAKISTANI
Occupation	ENGINEER
CNIC NO	44206-8952582-9
Full Address	Plot 6B, F-10, MARKAZ, ISLAMABAD



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Deputy Registrar of Companies
Date: 6/28/2012

THE COMPANIES ACT, 2017
(Section 16(1)(a))
DECLARATION OF APPLICANT FOR INCORPORATION

FORM 1

Securities & Exchange
Cor. No. 1027301
03 AUG 2017

Please complete in typescript or in bold block capitals.

1. Name of the Company	Trafigura Pakistan (Private) Limited		
2. Presented by	IMRAN M.K. YOUSUFZAI		
3. Fee Paid (Rs)	5000	Name & Branch of the Bank	MCB
4. Receipt No.	M-2017-007	Date	01/08/2017
(Bank Challen to be attached in original)			
5. Declarant's Name & Designation	Imran Yousufzai		
6. Declarant's Father's Name	Sultan MK Yousufzai		
7. Profession/ Designation (delete the portion not applicable)	a person named in the articles as Director and Officer of the proposed company.		
8. Declaration	<p>I do hereby solemnly and sincerely declare that:</p> <p>a) I am the above named declarant;</p> <p>b) all the requirements of the Companies ACT, 2017, and the rules made there under in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with and</p> <p>c) I make this solemn declaration conscientiously believing the same to be true.</p>		
9. Signature of Declarant			
10. N.I.C No. of Declarant	42301-2413018-7		
11. Signature of Witness			
12. Name and Father's Name of the witness	Aamir Abbas Ghulam Muhammad		
13. N.I.C No. of the witness	38201-125202		
14. Address of the witness	Ghore Sagar Lane - Police Line Garden - Karachi		
15. Date	01/08/2017		



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Deputy Registrar of Companies
Date: 24/08/2017

THE COMPANIES ACT, 2017.
[Section 21]

NOTICE OF SITUATION OF REGISTERED OFFICE OR ANY CHANGE THEREIN

Please complete in typescript or in bold block capitals.

Securities & Exchange
Cor
Diary No. 101730/
03 AUG 2017

1. CUIN (Incorporation Number)

2. Name of the Company

3. Fee Paid (Rs.) Name & Branch of The Bank

4. Receipt No. Day Month Year
(Bank challan to be attached in original)

5. The situation of registered office of the company was changed from
(state previous address)

6. The registered office of the Company is now situated at
(State full address with identifiable number / name of the premises or building and street, road and locality besides the name of the town and postal area, where applicable).

6.1 Telephone No.

6.2 Fax No, if any

6.3 E-mail address

7. With effect from (date)

8. Signatures of Chief Executive/ Secretary

9. Name of Signatory

10. Designation

11. NIC Number of signatory

12 Date Day Month Year



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Deputy Registrar of Companies
Date: 04/08/2017

Annexure – B

EC



A031694

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

COMPANY REGISTRATION OFFICE, KARACHI

CERTIFICATE OF INCORPORATION

[Under section 16 of the Companies Act, 2017 (XIX of 2017)]

Corporate Universal Identification No. 0110562

I hereby certify that TRAFIGURA PAKISTAN (PRIVATE) LIMITED
is this day incorporated under the Companies Act, 2017 (XIX of 2017) and that the
company is limited by shares.

Given under my hand at Karachi this Fourth day of August, Two
Thousand and Seventeen.

Incorporation fee Rs. 2,500/=

(Kashif Mahmood)
Deputy Registrar of Companies



Certified to be True
Deputy Registrar of Companies
Date: 04/08/2017



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Annexure – C




EC

Company Registration No. 199601595D

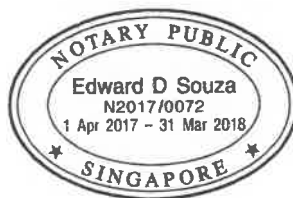
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Trafigura Pte Ltd

**Annual Financial Statements
30 September 2016**



Certified True Copy



EY

Building a better
working world

Directors

Edmundo Abdon Vidal Cornelio
José Maria Larocca
Nicolas Simian
William Kenneth Loughnan
Gary Julien Le-Men (resigned on 18 November 2015)
Pierre Andre Jacques Lorinet (resigned on 1 October 2015)
Jonathan David Pegler (resigned on 31 March 2016)
Martin Urdapilleta (appointed on 1 October 2015)
Chin Hwee Tan (appointed on 25 April 2016)

Company Secretaries

Daphne Ang Yee Koon (resigned 1 January 2016)
Josephine Tan Bee Suan (resigned 1 January 2016)
Seet Shu Shyan Christine (appointed 1 October 2015)

Registered Office

10 Collyer Quay,
#29-00 Ocean Financial Centre,
Singapore 049315

Auditor

Ernst & Young LLP

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Independent auditor's report	3
Balance sheet	5
Statement of comprehensive income	6
Statement of changes in equity	7
Statement of cash flows	8
Notes to the financial statements	10

Directors' statement

The Directors are pleased to present their statement to the member together with the audited financial statements of Trafigura Pte Ltd (the "Company") for the financial year ended 30 September 2016.

1) Opinion of the directors

In the opinion of the directors,

- (i) the accompanying balance sheet, statement of comprehensive income, statement of changes in equity, and statement of cash flows together with notes thereto (collectively, the "financial statements") are drawn up so as to give a true and fair view of the financial position of the Company as at 30 September 2016 and the financial performance, changes in equity and cash flows of the Company for the year ended on that date; and
- (ii) at the date of this statement there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

2) Directors

The directors of the Company in office at the date of this statement are:

Chin Hwee Tan
Edmundo Abdon Vidal Cornelio
José Maria Larocca
Martin Urdapilleta
Nicolas Simian
William Kenneth Loughnan

3) Arrangements to enable directors to acquire shares and debentures

Neither at the end of nor at any time during the financial year, was the Company a party to any arrangement whose objects are, or one of whose objects is, to enable the directors of the Company to acquire benefits by means of the acquisition of shares or debentures of the Company or any other body corporate other than under the employee share scheme of the holding company, Trafigura Beheer B.V. whereby employees, upon the invitation of Trafigura Beheer B.V., may acquire shares in Trafigura Beheer B.V.

4) Directors' interests in shares and debentures

The Company obtained a waiver from the Accounting and Corporate Regulatory Authority under Section 202 of the Singapore Companies Act, Chapter 50 from complying with the requirement to disclose, and therefore did not disclose the directors' interest in shares and debentures under Section 201(6)(g) for the financial year ended 30 September 2016.

5) Option to take up unissued shares

Since the end of the previous financial year, no option to take up unissued shares of the Company was granted.

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Trafigura Pte Ltd

Directors' statement

6) Option exercised

Since the end of the previous financial year, no shares of the Company were issued by virtue of the exercise of option to take up unissued shares of the Company.

7) Unissued shares under option

At the end of the financial year, there were no unissued shares of the Company under option.

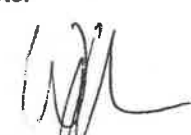
8) Auditor

Ernst & Young LLP have expressed their willingness to accept reappointment as auditor.

On behalf of the Board of Directors,



Tan Chin Hwee
Director



William Kenneth Loughnan
Director

Singapore

16 JAN 2017

Independent auditor's report to the member of Trafigura Pte Ltd

Report on the financial statements

We have audited the accompanying financial statements of Trafigura Pte Ltd (the "Company") which comprise the balance sheet as at 30 September 2016, the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Singapore Companies Act, Chapter 50 (the "Act") and Singapore Financial Reporting Standards, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Singapore Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Trafigura Pte Ltd

Independent auditor's report
For the year ended 30 September 2016

Independent auditor's report to the member of Trafigura Pte Ltd

Opinion

In our opinion, the financial statements of the Company are properly drawn up in accordance with the provisions of the Act and Singapore Financial Reporting Standards so as to give a true and fair view of the financial position of the Company as at 30 September 2016 and the financial performance, changes in equity and cash flows of the Company for the year ended on that date.

Report on other legal and regulatory requirements

In our opinion, the accounting and other records required by the Act to be kept by the Company have been properly kept in accordance with the provisions of the Act.



Ernst & Young LLP
Public Accountants and
Chartered Accountants
Singapore

16 January 2017

Balance sheet as at 30 September 2016

	Note	30 September 2016 USD'M	30 September 2015 USD'M
Assets			
Property, plant and equipment	5	115.3	182.6
Intangible assets	6	94.9	93.6
Investment in subsidiaries	7	497.3	389.2
Investment in associates	7	134.5	16.3
Other investments	7	91.8	30.6
Derivatives	23	244.1	139.7
Prepayments	8	833.1	1,028.7
Loans receivable	9	4,091.0	3,770.8
Deferred tax assets	19	-	10.2
Total non-current assets		6,102.0	5,661.7
Inventories	10	8,334.7	5,409.7
Trade and other receivables	11	13,294.2	12,372.1
Derivatives	23	747.4	2,269.4
Prepayments	8	1,932.1	1,734.0
Income tax receivable		13.9	0.9
Deposits		7.0	46.0
Cash and cash equivalents	12	2,386.2	1,884.3
Total current assets		26,715.5	23,716.4
Total assets		32,817.5	29,378.1
Equity			
Share capital	15	328.0	328.0
Capital contribution reserve	16	231.3	189.7
Cash flow hedge reserve	16	12.2	(14.7)
Retained earnings	16	671.6	939.2
Total shareholder's equity		1,243.1	1,442.2
Liabilities			
Loans and borrowings	14	7,110.4	6,928.0
Deferred tax liability	19	154.9	140.7
Provisions	20	33.7	33.7
Derivatives	23	202.5	290.4
Total non-current liabilities		7,501.5	7,392.8
Trade and other payables	13	8,727.5	8,735.9
Derivatives	23	933.3	724.8
Loans and borrowings	14	14,267.2	10,949.1
Income tax payable		144.9	133.3
Total current liabilities		24,072.9	20,543.1
Total shareholder's equity and liabilities		32,817.5	29,378.1

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

Statement of comprehensive income for the year ended 30 September 2016

	Note	2016 USD'M	2015 USD'M
Revenue		86,123.9	82,201.5
Cost of sales		(84,738.3)	(80,591.8)
Gross profit		1,385.6	1,609.7
Other income/(expenses)	18	(3.2)	9.9
Employee benefit expenses	17	(235.0)	(189.4)
Depreciation and amortisation	5,6	(50.0)	(45.8)
Other general and administrative expenses		(264.8)	(308.0)
Operating profit		832.6	1,076.4
Finance income		595.1	455.3
Finance costs		(547.9)	(579.3)
Net financing income/(costs)		47.2	(124.0)
Profit before tax		879.8	952.4
Income tax expense	19	(42.4)	(69.8)
Profit for the year		837.4	882.6
Comprehensive income attributable to shareholders		837.4	882.6

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

Statement of changes in equity for the year ended 30 September 2016

	Share capital USD 'M	Capital contribution reserve USD 'M	Cash flow hedge reserve USD 'M	Retained earnings USD 'M	Total Shareholder's equity USD 'M
Balance at 1 October 2015	328.0	189.7	(14.7)	939.2	1,442.2
Gain on cash flow hedges	-	-	24.5	-	24.5
Transfer to profit or loss on loans repayment	-	-	2.4	-	2.4
Dividends paid	-	-	-	(1,105.0)	(1,105.0)
Transfer to profit or loss on disposal of equity-accounted investee	-	(1.4)	-	-	(1.4)
Total comprehensive income for the year	-	-	-	837.4	837.4
Share-based payments	-	43.0	-	-	43.0
Balance at 30 September 2016	328.0	231.3	12.2	671.6	1,243.1

	Share capital USD 'M	Capital contribution reserve USD 'M	Cash flow hedge reserve USD 'M	Retained earnings USD 'M	Total Shareholder's equity USD 'M
Balance at 1 October 2014	213.0	162.5	34.4	827.0	1,236.9
Issue of share capital during the year	115.0	-	-	-	115.0
Loss on cash flow hedges	-	-	(49.1)	-	(49.1)
Dividends paid	-	-	-	(770.4)	(770.4)
Total comprehensive income for the year	-	-	-	882.6	882.6
Share-based payments	-	27.2	-	-	27.2
Balance at 30 September 2015	328.0	189.7	(14.7)	939.2	1,442.2

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

Statement of cash flows for the year ended 30 September 2016

	Note	2016 USD'M	2015 USD'M
Cash flows from operating activities			
Profit before tax		879.8	952.4
Adjustments for:			
Depreciation	5	20.5	21.2
Amortisation of intangible assets	6	29.4	24.6
Impairment losses on financial assets	18	53.5	95.8
Impairment losses on non-financial fixed assets	18	15.2	-
Gain on fair value through profit or loss instrument	18	(10.0)	-
Fair value changes on derivative financial instruments	23	1,449.5	(920.6)
Allowance for doubtful receivables	11	4.6	12.7
Provisions	20	-	32.5
Loss on disposal of property, plant and equipment	18	2.5	-
Loss on disposal of equity-accounted investee	18	4.5	-
Loss on disposal of other investments	18	1.6	-
Dividend income	18	(50.9)	(101.2)
Net finance (income)/costs		(47.3)	124.0
Equity-settled share-based payment transactions	17	43.0	27.2
Operating cash flow before working capital changes		2,395.9	268.6
Changes in:			
Inventories	10	(2,925.0)	(379.7)
Trade and other receivables	11	(964.7)	837.2
Deposits	12	39.0	(46.0)
Prepayments	8	(17.7)	(728.3)
Trade and other payables	13	(8.4)	(41.4)
Cash flows from / (used in) operating activities		(1,480.9)	(89.6)
Interest paid		(547.9)	(579.3)
Interest received		595.1	455.3
Tax paid		(19.4)	(27.8)
Net cash flows from / (used in) operating activities		(1,453.1)	(241.4)
Cash flows from investing activities			
Acquisition of property, plant and equipment	5	(190.0)	(116.5)
Disposal of property, plant and equipment	5	234.7	50.3
Acquisition of intangible assets	6	(30.9)	(28.9)
Acquisition of subsidiaries	7	(108.1)	(99.5)
Dividend received	18	50.9	101.2
(Acquisition) / disposal of other investments	7	(61.7)	12.2
(Acquisition) / disposal of equity-accounted investee	7	(124.3)	13.3
Increase in loans receivable and advances	9	(326.8)	(1,372.0)
Net cash used in investing activities		(556.2)	(1,439.9)

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

Statement of cash flows for the year ended 30 September 2016 (cont'd)

	Note	2016 USD'M	2015 USD'M
Cash flows from financing activities			
Proceeds from long-term loans and borrowings	14	20.0	922.5
Proceeds from intercompany loans	14	913.1	(483.8)
Dividends paid		(1,105.0)	(770.4)
Issuance of shares	15	-	115.0
Increase of short-term bank financing	14	2,683.1	2,269.7
Net cash from financing activities		2,511.2	2,053.0
Net increase in cash and cash equivalents		501.9	371.7
Cash and cash equivalents at 1 October	12	1,884.3	1,512.6
Cash and cash equivalents at 30 September (note 12)		2,386.2	1,884.3

The accompanying accounting policies and explanatory notes form an integral part of the financial statements.

1. Corporate information

The financial statements of Trafigura Pte Ltd (the "Company") for the financial year ended 30 September 2016 were authorised for issue in accordance with a resolution of the Directors on 16 January 2017.

The Company is a private limited liability company which is incorporated in Singapore. The Company is a wholly-owned subsidiary of Trafigura Trade Investments B.V., incorporated in The Netherlands. The penultimate holding company and ultimate holding company are Trafigura Beheer B.V. and Farringford N.V. respectively. Trafigura Beheer B.V is incorporated in The Netherlands while Farringford N.V is incorporated in Curaçao.

The Company has branch offices in the following locations: Panama, Fujairah, DMCC, Oman, Papua New Guinea, Lucerne, Geneva and Uruguay.

The registered office and principal place of business of the Company is located at 10 Collyer Quay, #29-00 Ocean Financial Centre, Singapore 049315.

The principal activity of the Company is that of oil, oil product, concentrates, refined metals and coal commodity trading. There have been no significant changes in the nature of these activities during the year.

2. Basis of preparation

The financial statements of the Company have been prepared in accordance with Singapore Financial Reporting Standards ("FRS").

The financial statements have been prepared on the historical cost basis unless otherwise indicated.

The financial statements are presented in US dollar (USD) and all values are rounded to the nearest tenth of a million (USD'M 0.1) except when otherwise indicated. The US dollar is the functional currency of most of the Company's principal operating activities. Most of the markets in which the Company is involved, are USD denominated.

Certain reclassifications have been made to the prior year presentation to conform to that of the current year. Changes on the classification of the balance sheet and the statement of comprehensive income have been made to increase clarity of the presentation.

3. Significant accounting policies

The accounting policies adopted are consistent with those of the previous financial year except in the current financial year, the Company has adopted all the new and revised standards which are effective for annual financial periods beginning on or after 1 October 2015. The adoption of these standards did not have any significant effect on the financial performance or position of the Company.

The Company has early adopted FRS 109 Financial Instruments. FRS 109 is effective for annual periods beginning on or after 1 January 2018, with earlier application permitted. Changes in accounting policies resulting from the adoption of FRS 109 have been applied retrospectively. The impact of this early adoption has been applied to the 2015 comparative figures (as FRS 109 has been applied from 1 October 2014). As such, the Company has not applied any transition exceptions or exemptions permissible under FRS 109, except for the continuation of hedge accounting. The application of FRS 109 has had no effect on the net equity of the Company as at 1 October 2014 and no effect on net equity at 30 September 2015.

3.1 Consolidation exemption

The Company is an indirect, wholly-owned subsidiary of Trafigura Beheer B.V., incorporated in The Netherlands, which prepares consolidated financial statements for public use. In accordance with FRS 27, the Company need not present consolidated financial statements of the Company and its subsidiary companies. The registered address of Trafigura Beheer B.V. is located at Evert van de Beekstraat, 1, 82, The Base, Tower B, 5th floor, 1118 CL Schiphol, the Netherlands.

3.2 Foreign currency transactions

Transactions in foreign currencies are measured in the respective functional currencies of the Company and are recorded on initial recognition in the functional currencies at exchange rates approximating those ruling at the transaction dates. Monetary assets and liabilities denominated in foreign currencies are translated at the rate of exchange ruling at the end of the reporting period. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates as at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was measured.

Exchange differences arising on the settlement of monetary items or on translating monetary items at the end of the reporting period are recognised in profit or loss.

3. **Significant accounting policies**

3.3 **Investments**

(a) **Subsidiary**

A subsidiary is an investee that is controlled by the Company. The Company controls an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee.

Investments in subsidiaries are accounted for at cost less impairment losses.

(b) **Associate**

An associate is an entity over which the Company has the power to participate in the financial and operating policy decisions of the investee but does not have control or joint control of those policies.

Investment in an associated company is accounted for at cost, less impairment losses if any.

(c) **Other Investments**

Other investments refer to investments in entities that are not regarded to be a subsidiary, an associate or joint venture. The other investments are classified as financial assets as described in Note 3.9.

3.4 **Common control business combination**

Business combinations in which all of the businesses are ultimately controlled by the same party/parties both before and after the business combinations (and where control is not transitory) are referred to as common control business combinations.

The carrying amounts of the acquired assets and liabilities of the business are accounted for from the perspective of the common control shareholder at the date of the transfer (i.e. carrying amounts as reflected in the financial statements of the selling entity). No amount is recognised in respect of goodwill and excess of the acquirer's interest in the net fair value of the identifiable assets and liabilities and contingent liabilities of the acquired business over cost at the time of the common control business combination to the extent of the continuation of the controlling party's interests. The excess of the cost of the transaction over the acquirer's proportionate share of the net asset value acquired is recognised within equity.

The result of the business acquired is included in the Company financial statements from the date control transfers from the selling entity to the Company.

3. Significant accounting policies (cont'd)

3.5 Fair value measurement

The Company measures financial instruments, such as, derivatives, and non-derivative assets such as available-for-sale financial assets, at fair value at each balance sheet date. Also, fair values of financial instruments measured at amortised cost are disclosed in note 23.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

3. Significant accounting policies (cont'd)**3.6 Intangible assets**

An intangible asset acquired as part of a business combination is measured at fair value at the date of acquisition and is recognised separately from goodwill if the asset is separable or arises from contractual or other legal rights.

Intangible assets acquired separately are measured initially at cost. Following initial acquisition, intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses. Internally generated intangible assets, excluding capitalised development costs, are not capitalised and expenditure is reflected in profit or loss in the year in which the expenditure is incurred.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite useful lives are amortised over the estimated useful lives and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method are reviewed at least at each financial year-end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset is accounted for by changing the amortisation period or method, as appropriate, and are treated as changes in accounting estimates.

Intangible assets with indefinite useful lives or not yet available for use are tested for impairment annually, or more frequently if the events and circumstances indicate that the carrying value may be impaired either individually or at the cash-generating unit level. Such intangible assets are not amortised. The useful life of an intangible asset with an indefinite useful life is reviewed annually to determine whether the useful life assessment continues to be supportable. If not, the change in useful life from indefinite to finite is made on a prospective basis.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in profit or loss when the asset is derecognised.

(a) Mineral and petroleum rights

Mineral and petroleum reserves, resources and rights (together "Mineral Rights") which can be reasonably valued, are recognised in the assessment of fair values on acquisition. Mineral rights for which values cannot be reasonably determined are not recognised. Exploitable mineral rights are amortised using the unit of production method over the commercially recoverable reserves and, in certain circumstances, other mineral resources. Mineral resources are included in amortisation calculations where there is a high degree of confidence that they will be extracted in an economic manner. Mineral resources are included in amortisation calculations where there is a high degree of confidence that they will be extracted in an economic manner.

(b) Other Intangible assets

Other intangible assets include licences and are stated at cost, less accumulated amortisation and accumulated impairment losses. Licences are amortised over the term of the licence, generally not exceeding 10 years.