

# **SCHEME OF ARRANGEMENT**

**UNDER SECTIONS 279 TO 283 AND 285(8) OF  
THE COMPANIES ACT, 2017**

**INVOLVING**

**MATCO FOODS LIMITED**

**AND ITS MEMBERS**

**AND**

**MATCO CORN PRODUCTS (PRIVATE) LIMITED**

**AND ITS MEMBERS**

**FOR**

**The separation / de-merger of certain assets, liabilities, obligations and undertakings from Matco Foods Limited and the merger / amalgamation of the same with and into Matco Corn Products (Private) Limited, involving, *inter alia*, a corporate restructuring of the said group companies and their members, along with all ancillary matters.**

## SCHEME OF ARRANGEMENT

UNDER SECTIONS 279 TO 283 AND 285(8) OF THE COMPANIES ACT, 2017

BETWEEN

**MATCO FOODS LIMITED**, a public company limited by shares and listed on the Pakistan Stock Exchange Limited, incorporated and existing under the laws of Pakistan and having its registered office at B-1/A, S.I.T.E. Phase 1, Super Highway Industrial Area, Karachi (hereinafter referred to as "**Matco**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

AND

**MATCO CORN PRODUCTS (PRIVATE) LIMITED**, a private company limited by shares, incorporated and existing under the laws of Pakistan and having its registered office at Plot No. 8-C (3rd and 4th Floors), Shahbaz Lane No. 2, Phase VI, D.H.A., Karachi (hereinafter referred to as "**MCPPL**", which expression shall mean and include, where the context so requires or admits, its successors-in-interest and permitted assigns);

AND

THEIR RESPECTIVE MEMBERS.

### RECITALS

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

1. The undertaking, comprising the Assets, Liabilities and Obligations, of Matco shall be spilt into 2 (two) separate segments i.e. the Corn Starch Undertaking and the Retained Undertaking.
2. The segment, comprising all the Assets, Liabilities and Obligations, pertaining to the Corn Starch Undertaking shall be carved out and, as at the Effective Date, stand merged with, transferred to, vested in, and be assumed by MCPPL.
3. As consideration for the above, it is proposed that MCPPL Shares shall be issued to Matco in accordance with this Scheme.
4. Upon the merger and transfer of the Corn Starch Undertaking to MCPPL in the manner prescribed under this Scheme, Matco shall continue to own and operate the Retained Undertaking, while the Corn Starch Undertaking shall vest in MCPPL, and both the companies shall continue to exist as independent companies without either company being wound up.
5. This Scheme, if approved through a resolution by the requisite majority of the respective members of Matco and MCPPL, along with the requisite majority of creditors (as may be applicable), and sanctioned by the Court by an order passed in this respect, is to be binding on Matco and MCPPL along with all the members, creditors, employees, Customers, contracting parties, governments, tax and regulatory / statutory authorities, bodies and departments of, or with respect to, Matco and MCPPL (as applicable) respectively.

## **BENEFITS OF THIS SCHEME**

### **A. Arrangement Between Matco, MCPPL and their Respective Members**

The Amalgamation shall allow Matco and MCPPL (being the holding company and the wholly owned subsidiary company respectively) to effectuate the arrangement envisaged by the parties, including the companies and their respective members, through the provisions of sections 279 to 283 and 285(8) of the Act, in a seamless and tax efficient manner.

### **B. Separation of Businesses of Matco being Distinct in Nature**

The corn starch business division / segment of Matco, which commenced in 2021, is entirely distinct from the rest of Matco's business and operations, comprising processing and export of rice, rice glucose, rice protein, pink salt, masala and kheer; in fact, the assets related to the corn starch segment are located in a different facility and serve a distinct business line that does not overlap with the core rice operations of Matco, including from an operational perspective. Furthermore, the corn starch division also follows an independent business plan and separate strategies from the rest of Matco's operations.

Since each of the business undertakings / segments of Matco are different from one another, it is prudent and beneficial to separate these segments so that the same can be managed, operated and developed independently and effectively. Furthermore, by separating the business segments (pursuant to the Amalgamation), the individual companies shall have unique identities and a more focussed business and customer base.

### **C. Objectives of Long Term Growth and Expansion**

Separation of the Corn Starch Undertaking from Matco, and merger of the same with and into MCPPL, will allow the management of MCPPL to focus on the business segment intended to be carried out by it, resulting in better performance of the same. The management of MCPPL shall be able to apply their skills and experience towards the long term growth of MCPPL and even potentially expand the business, which will ultimately benefit the stakeholders of Matco. The separation of the business segments will also allow Matco and MCPPL to direct their efforts towards the applicable segments, thus providing greater stability and allowing the respective companies to thrive in growing markets which will benefit the shareholders and the companies.

### **D. Distribution of Risk**

The separation of the Corn Starch Undertaking from Matco, and the amalgamation of the same with and into MCPPL, shall distribute the risk of carrying on business. Subsequent to the Amalgamation, loss, damage, market variation and / or other potential risks arising out of any adverse and uncertain operating environment with respect to one business segment will not necessarily undermine or have a detrimental impact on the other. This shall provide greater stability to each company and protection to the shareholders of Matco.



**E. Specialization**

The Amalgamation would allow each of Matco and MCPPL to focus on, and specialize in, their respective businesses / segments, using the facilities and managements available to the companies more effectively, including enhancing quality assurance, optimization of asset utilization, focussed marketing and sales activities, improving financial planning and long-term strategic goals, potentially making them leading market suppliers, which is expected result in greater revenue.

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

**F. Preferable for Investors**

Business strategies involving the specialization of fields, particularly where the business segments have potential and / or are large enough to diversify and expand within the field, are also more attractive to investors which may potentially result in more equity and growth for the respective companies (and ultimately benefit Matco and its shareholders). This will benefit the shareholders of Matco, including in the event that investors are introduced to invest in the shares of MCPPL (including through sale of the same).

**G. Cost Savings**

The Amalgamation would enable Matco and MCPPL, and their shareholders, to save costs under the applicable laws while effectuating the envisaged arrangements.



NOW THEREFORE, this Scheme is presented as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

- 1.1. In this Scheme, including in the recitals and benefits above, unless the subject or context otherwise requires, the following expressions shall bear the meanings specified against them below:

**"Act"** means the Companies Act, 2017;

**"Amalgamation"** shall have the same meaning as prescribed thereto in Article 2.1;

**"Annexure A"** is the annexure attached hereto which contains the pro forma split balance sheet of Matco, indicative as at the Determination Date, illustrating / detailing the break-ups of the Corn Starch Undertaking and Retained Undertaking, inclusive of certain notes, which is to be updated as on the Effective Date in accordance with the provisions of this Scheme;

**"Annexure B"** is the annexure attached hereto which lists the current members of the Board of Directors of Matco;

**"Annexure C"** is the annexure attached hereto which lists the current members of the Board of Directors of MCPPL;

**"Annexure D"** is the annexure attached hereto which lists the current Corn Starch Undertaking Employees;

**"Annexure E"** is the annexure attached hereto containing the Letter;

**"Assets"** mean assets, properties and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible) and includes properties held on trust and benefit of securities obtained from Customers, benefits, interests, powers, rights, authorities, privileges, contracts, Government consents, Government subsidies, tax refunds / credits, tax protections, remissions and exemptions (including holding period of such assets and liabilities along with all the rights attached and accrued thereto including, but not limited to, equity-based tax credits for unexpired periods), sanctions and authorizations, including all registrations, licences, certifications, approvals, Claims, no objection certificates / letters, permits, categories, exemptions, quotas, entitlements, sanctions, empowerments, dispensations, charters, immunities, grants, prerogatives, permissions and benefits relating to the business / company, all trademarks, patents, copyrights, intellectual property rights (whether registered or not), licences, liberties, secret processes, know-how, good-will, data and confidential information belonging / pertaining to a company. Without in any way limiting or prejudicing the generality of the foregoing, it is hereby clarified that the term 'Assets' shall include: (i) all properties, immovable and movable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated belonging to a company, as well as equity, stocks, debentures, bonds, rights under

futures, options, derivative contracts, commodities etc. (and all rights, titles, interests and easements associated therewith); (ii) all inventory, stock-in trade, raw materials, ingredients, packaging, consignments from shipments, consumable stores, plant, machinery, equipment, furniture and fixtures, work-in-progress, computer hardware and software, software applications and licences, motor vehicles, office and laboratory equipment and supplies, appliances and accessories, spare parts and tools; (iii) all Claims, choses-in-action, instruments, decretal amounts, bank and other accounts, cash balances, goodwill, revaluation surplus, reserve funds, revenue balances, investments, interest / profit / dividends accrued on investments, loans, advances, guarantees, deposits, prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of a company, whether legal or beneficial, whether within or out of Pakistan; (iv) all books of accounts, registers, records, information, data, documents of title, reports, policies, surveys, research, advertising or other promotional material, and all other documents of whatever nature relating thereto, in every form; (v) all benefits and rights under Contracts, including rights under or relating to Contracts; (vi) all the utility connections, equipment, installations and facilities for telecommunications, electricity, gas, water, sewerage and other installations, owned by, or leased or licensed to, a company (including related deposits); (vii) the Contingent Claims, tax credits / carry forward losses and proceeds realized from the Liquidation of the Contingent Claims; (viii) unadjusted tax receivables / losses and tax refunds; (ix) sales tax carry forward balance and sales tax refunds; (x) any subsidy receivable claims; and (xi) registrations, approvals, certifications and licences with / from any and all regulatory authorities and bodies, the Federal Board of Revenue, Provincial Boards of Revenue, including in respect of income tax, sales tax, excise duty and otherwise;

**"CDC"** means the Central Depository Company of Pakistan Limited;

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

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

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

**"Contracts"** means any contracts, agreements, deeds, instruments, insurance policies, letters or undertakings of every description, creating any obligations enforceable against the parties thereto, including any finance agreements;

**"Corn Starch Undertaking"** means all the Assets, Liabilities and Obligations of Matco, which are to be demerged from Matco and merged with and into MCPPL, as more specifically ascertained in terms of the pro forma indicative split balance sheet of Matco, appearing in Annexure A (along with all related and incidental Assets, Liabilities and Obligations in respect thereof), which shall be updated as on the Effective Date in accordance with the provisions of this Scheme;



**“Corn Starch Undertaking Employees”** means all the employees of Matco who are employed wholly or principally for the purposes of the business segment pertaining to the Corn Starch Undertaking immediately prior to the date of sanction of this Scheme, or the Effective Date, whichever is later, the current list of which is stipulated in Annexure D;

**“Court”** means the High Court of Sindh at Karachi, or any other Court / authority for the time being having jurisdiction under the Act in connection with the arrangements under this Scheme (including the Amalgamation);

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

**“Determination Date”** means the close of business at 23:59 hours on December 31, 2024;

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

**“existing”** means existing, outstanding or in force immediately prior to the Effective Date (unless stated otherwise);

**“Letter”** means the letter dated May 16, 2025, issued by Grant Thornton Anjum Rahman to the respective Board of Directors of Matco and MCPPL, attached hereto as Annexure E, pertaining to the Amalgamation and ancillary matters thereto, including the issuance of the MCPPL Shares;

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

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

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

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

**“MCPPL Shares”** means the ordinary shares, having face value of PKR 10/- (Pak Rupees Ten) each, in the share capital of MCPPL;

**“Retained Undertaking”** means all the Assets, Liabilities and Obligations of Matco, excluding the Corn Starch Undertaking, which shall be retained by Matco (as also identifiable in terms of the pro forma split balance sheet of Matco appearing in Annexure A (along with all related and incidental Assets, Liabilities and Obligations in respect thereof), which shall be updated as on the Effective Date in accordance with the provisions of this Scheme);

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



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

1.2. In this Scheme, unless specified otherwise:

- (i) the headings in this Scheme are for convenience only and shall not affect the construction or interpretation thereof;
- (ii) a reference to any legislation or legislative provision includes any statutory modification of, or re-enactment of, or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (iii) a reference to any agreement or document is to that agreement or document and, where applicable, any of its provisions, as amended, novated, restated or replaced from time to time;
- (iv) a reference to an Article or Annexure is to an article or annexure of or to this Scheme;
- (v) words denoting the singular shall include the plural and vice versa;
- (vi) a reference to a person includes a company, firm, trust, authority or government and vice versa;
- (vii) a reference to any person includes that person’s executors, administrators, successors, legal heirs, and permitted assigns;
- (viii) “including” and “include” shall be deemed to mean “including, without limitation” and “include, without limitation”; and
- (ix) the word “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used, with the required linguistic and / or grammatical derivation, in this Scheme refer to this Scheme as a whole and not to any particular provision thereof.

## ARTICLE 2

### OBJECTS OF THE SCHEME

- 2.1. The principal object of this Scheme is to separate / demerge the Corn Starch Undertaking from Matco and amalgamate the same with and into MCPPL, by transferring to, merging with and vesting in MCPPL the whole of the Corn Starch Undertaking, including all Assets, Liabilities and Obligations of the Corn Starch Undertaking, as of the Effective Date (the **“Amalgamation”**), against the allotment and issue of MCPPL Shares to Matco, in accordance with the provisions of this Scheme.

- 2.2. It is hereby clarified that although all of the above steps will take place on the same date (unless otherwise detailed in this Scheme), the same shall be deemed to be effective as of the Effective Date.
- 2.3. The Retained Undertaking shall not be transferred to or vest in MCPPL as a consequence of the Amalgamation / Scheme, and the same shall remain part of Matco after the Amalgamation.

### ARTICLE 3

#### EFFECTIVE DATE

- 3.1. This Scheme shall become operative and bind Matco and MCPPL as soon as an order is passed by the Court under Sections 279 / 282 of the Act, sanctioning this Scheme and making the necessary provisions under Section 282 of the Act (along with other enabling provisions under the applicable laws). When this Scheme becomes operative upon its sanction, the Amalgamation (along with all other matters), in accordance with this Scheme, will be treated as having effect from the start of business at 00:00 hours on July 1, 2025, or such other date as may be stated by the Court (hereinafter referred to as the "Effective Date"). Each company shall file a certified copy of the order passed by the Court with the Registrar of Companies, Karachi in accordance with Section 279 of the Act.
- 3.2. Accordingly, as of the Effective Date and thereafter, until the Corn Starch Undertaking (including the Assets, Liabilities and Obligations thereof) is actually physically transferred to and vested in MCPPL, and all mandatory regulatory or third party related formalities, if any, required to be separately completed are fulfilled / completed, in terms of this Scheme, the business of Matco, to the extent of the Corn Starch Undertaking, will be deemed to have been carried for and on account and for the benefit of MCPPL.
- 3.3. All income, profits, gains and losses accruing or arising to, or incurred by, Matco (including any taxes paid or deducted or withheld), with respect to the Corn Starch Undertaking, from the Effective Date shall be treated as the income, profits, gains or losses (including any taxes paid or deducted or withheld), as the case may be, of MCPPL. Furthermore, the reserves, including un-appropriated profits and revaluation surplus of Matco, up to and immediately preceding the Effective Date, if any, to the extent allocated for the Corn Starch Undertaking, shall constitute and be treated as reserves / losses of a corresponding nature in MCPPL, and shall be accounted for on that basis in the books of account of MCPPL.

### ARTICLE 4

#### CAPITAL

- 4.1. The authorized share capital of Matco is PKR 2,000,000,000/- (Pak Rupees Two Billion), divided into 200,000,000 (Two Hundred Million) ordinary shares of PKR 10/- (Pak Rupees Ten) each, out of which 122,400,698 (One Hundred Twenty Two Million Four Hundred Thousand Six Hundred Ninety Eight) ordinary shares have been issued, fully subscribed to and paid up.



- 4.2. The authorized share capital of MCPPL is PKR 1,500,000,000/- (Pak Rupees One Billion Five Hundred Million), divided into 150,000,000 (One Hundred Fifty Million) ordinary shares of PKR 10/- (Pak Rupees Ten) each, out of which 10,000 (Ten Thousand) ordinary shares have been issued, fully subscribed to and paid up.
- 4.3. It is hereby clarified that consequent upon this Scheme becoming effective, the authorized share capital of Matco and MCPPL shall remain unchanged.

## **ARTICLE 5**

### **BOARD OF DIRECTORS**

- 5.1. The current directors of Matco are listed in Annexure B.
- 5.2. The current directors of MCPPL are listed in Annexure C.
- 5.3. The respective directors of Matco and MCPPL are expected to continue as the directors of the respective companies after the Amalgamation / sanction of this Scheme, subject to compliance with the applicable laws and / or their ceasing to be directors in the meantime due to any reason(s) and appointments being made to the vacancies thus created and / or fresh elections being held prior to the sanction of this Scheme in compliance with applicable laws.
- 5.4. All the respective directors of Matco and MCPPL have interest in the Amalgamation to the extent of their respective directorships and (direct and / or indirect) shareholdings in the said companies (to the extent applicable). The effect of this Scheme on the interest of these directors does not differ from the respective interests of the members of each of Matco and MCPPL, except to the extent stipulated in this Scheme, if any. MCPPL is currently a wholly owned subsidiary of Matco i.e. all the shares of MCPPL are beneficially wholly owned by Matco (including through its nominees).

## **ARTICLE 6**

### **AMALGAMATION**

#### **6.1. General Description**

- (i) Subject to the sanction of this Scheme, and as of the Effective Date, the entire Corn Starch Undertaking shall be demerged / separated from Matco, as a going concern (without discontinuation) for the purpose of all laws, standards and conventions, and be amalgamated with, stand transferred to and vest in MCPPL upon the terms and conditions set forth in this Scheme without any further act, deed, matter or thing, process or procedure.
- (ii) MCPPL shall be able to carry out all the business with respect to the Corn Starch Undertaking and shall be entitled to all the rights and the benefits thereof.
- (iii) The Retained Undertaking shall be retained by Matco.



- (iv) In consideration of the Amalgamation, MCPPL shall allot and issue MCPPL Shares to Matco in accordance with Article 9.

## 6.2. Transfer of the Assets

- (i) As of the Effective Date, all the Assets comprised in the Corn Starch Undertaking, shall immediately, without any conveyance or transfer, and without any further act or deed, be vested in and become the undertaking and Assets of MCPPL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by Matco prior to the Amalgamation.
- (ii) The vesting / transfer of the Assets comprising the Corn Starch Undertaking shall be subject to all Securities subsisting thereon (if any), including in the manner prescribed under this Scheme.
- (iii) It is clarified that any licences, permits, quotas, rights, permissions, certifications, concessions, privileges, sanctions, approvals, registrations, empowerments, dispensations, charters, immunities, grants, exceptions, entitlements etc. in relation to the business or undertaking of Matco, which are, or may be, applicable to the Corn Starch Undertaking and the Retained Undertaking (and the operations and business pertaining thereto), the benefit of which Matco may be eligible and which are subsisting or having effect immediately prior to the Effective Date, shall, from the Effective Date, continue to vest in Matco for the joint benefit, use and entitlement of Matco and MCPPL. The benefits, rights and entitlements with respect to the same (including the applicability thereof) shall be shared by Matco and MCPPL without any further act or deed till such time that the same expire, and are renewed or separately procured by the respective companies.
- (iv) As part of this Scheme, since the Corn Starch Undertaking (which shall vest in MCPPL) shall be treated as operating on a continuing basis, MCPPL shall be entitled to use the past performance history of Matco as MCPPL's past performance (i.e. the same shall be deemed to be MCPPL's past performance history as well as that of Matco, as though the same was jointly carried out by Matco and MCPPL) to, *inter alia*, enable MCPPL to apply for any Export Refinance Facility, Long Term Financing Facility, bond facilities, etc. as may be permitted.

## 6.3. Transfer of Liabilities and Obligations

- (i) As of the Effective Date, all the Liabilities and Obligations, to the extent relevant to the Corn Starch Undertaking, including the Liabilities and Obligations towards the secured creditors of Matco with respect to the Corn Starch Undertaking (as identified in this Scheme), shall immediately, and without any further act or deed, be assumed by and become the Liabilities and Obligations of MCPPL, which shall pay, undertake, satisfy, discharge and perform, when due, all such Liabilities and Obligations.
- (ii) It is clarified that the Corn Starch Undertaking comprises a portion of Matco's long-term secured financing, lease liabilities and short-term secured borrowing, as identified in Annexure A (and which shall be updated as on the Effective Date in

accordance with the provisions of this Scheme). Such financing arrangements (including all related Liabilities and Obligations) shall be demerged from Matco, and shall stand transferred to, vested in and assumed by MCPPL as part of the Amalgamation. Consequently, MCPPL shall be the obligor towards the relevant secured creditors with respect to such financing arrangements (i.e. the Liabilities and Obligations of Matco towards such secured creditors, to the extent of such financing arrangements, shall vest with MCPPL).

- (iii) Having said that, the Securities over the Assets comprising the Corn Starch Undertaking in favour of any secured creditors of Matco, if any, shall subsist, in the manner detailed in Article 6.12(iv), and continue to secure the relevant facilities availed by Matco (i.e. as they did prior to the sanction of this Scheme, and subject to the release / vacation thereof), as well as the relevant facilities of Matco that stand transferred to and vested in MCPPL (as part of the Corn Starch Undertaking) pursuant to this Scheme, including as third-party security. Approval to this Scheme by the members of MCPPL shall constitute requisite approval (by way of special resolution) under the applicable laws, including under Section 199 of the Act, for provision of such security in favour of the secured creditors of Matco on a continuing basis (till the same are released).
- (iv) Furthermore, the Securities over the Assets comprising the Retained Undertaking in favour of the secured creditors of Matco, if any, shall subsist and continue to secure the relevant facilities availed by Matco (i.e. as they did prior to the sanction of this Scheme, and subject to the release / vacation thereof), as well as the relevant facilities of Matco that stand transferred to and vested in MCPPL (as part of the Corn Starch Undertaking) pursuant to this Scheme, including as third-party security, in the manner detailed in this Scheme. Approval to this Scheme by the members of Matco shall constitute requisite approval (by way of special resolution) under the applicable laws, including under Section 199 of the Act, for provision of such security in favour of the secured creditors of MCPPL on a continuing basis (till the same are released).

#### **6.4. MCPPL's Right to Execute Deeds**

Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and / or assumption of Obligations and Liabilities with respect to the Corn Starch Undertaking may, if required, at any time be executed by officers and / or directors of MCPPL authorized in this regard.

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

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



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

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

#### 6.7. Contracts

Every Contract to which Matco is a party, which pertains to the Corn Starch Undertaking, shall have effect as of the Effective Date as if:

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

#### 6.8. Bank Accounts

The accounts maintained by Matco, which pertain to the Corn Starch Undertaking, with any bank or financial institution, as detailed below (and / or as otherwise identified by Matco), shall, as of the date of sanction of this Scheme, but with effect from the Effective Date, become account(s) between MCPPL and such bank or financial institution, subject to the same conditions and incidents as therefore; provided that nothing herein shall affect any right of MCPPL to vary the conditions or incidents subject to which any account is kept:

Name of Bank	Branch	Account Title	Account No.
MCB Bank Limited	FIEDMC Branch Sahianwala, Br. Code 1893	Matco Foods Limited	PK94 MUCB 0911 9916 8100 2043
Meezan Bank Limited	Chak Jhumra Branch, Br. Code 1260	Matco Foods Limited	PK08 MEZN 0012 6001 0683 5150
MCB Bank Limited	Circular Road Corp. Branch, Br. Code 0326	Matco Foods Limited	PK66 MUCB 0530 1301 5100 0385
Habib Bank Limited	Chak Jhumra Branch, Br. Code 0672	Matco Foods Limited	PK23 HABB 0006 7279 0118 1903

#### 6.9. Instructions

Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to Matco in writing (pertaining to the Corn Starch Undertaking) shall have effect, as of the Effective Date, as if given to MCPPL.



#### 6.10. Negotiable Instruments

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

#### 6.11. Custody of Documents

The custody of any document, record or goods held by Matco as bailee and duly recorded in their books that pass to Matco under any Contract of bailment relating to any such document, record or goods, which pertain to the Corn Starch Undertaking, shall, on the Effective Date, become rights and obligations of MCPPL.

#### 6.12. Securities:

- (i) Any Security held immediately before the Effective Date by Matco or by a nominee or agent of or trustee for Matco, as security for the payment or discharge of any liability and obligation of a Customer, with respect to the Corn Starch Undertaking, shall, as of the Effective Date, be held by MCPPL, or, as the case may require, by that nominee, agent or trustee for MCPPL and be available to MCPPL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (ii) In relation to any Security vested in MCPPL in accordance with provisions of this Scheme and any Liabilities and Obligations thereby secured, MCPPL shall be entitled to the rights and priorities to which Matco would have been entitled if they had continued to hold the Security.
- (iii) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities (pertaining to the Corn Starch Undertaking) shall, as of the Effective Date, be available to MCPPL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, Matco or, as the case may be, MCPPL were secured thereby immediately before that time (to the extent applicable to the Corn Starch Undertaking).
- (iv) All Securities of any nature (whether legal or equitable) granted / created by Matco, over the Assets comprising the Corn Starch Undertaking, in favour of its secured creditors (including where the same have been (or shall, pursuant to this Scheme be) provided as third party security), if any, will continue to remain operative and effective as Securities in favour of such secured creditors (including to secure the financing arrangements vested in MCPPL pursuant to this Scheme) in the manner detailed below, unless the same have been vacated / released prior to the sanction of this Scheme. In this respect, upon the Amalgamation (and the sanction of this Scheme):

- (a) the *pari passu* Security holders of Matco, having Securities over the present and future Assets of Matco (excluding land and building), or any part or class thereof, forming part of the Corn Starch Undertaking, shall rank *pari passu* with the *pari passu* Security holders of MCPPL (if any), having Securities over the same (class of) present and future Assets (excluding land and building) of MCPPL;
- (b) the ranking Security holders of Matco, having ranking charges / Securities over the present and future Assets of Matco (excluding land and building), or any part or class thereof, forming part of the Corn Starch Undertaking, shall continue to be treated as ranking charges / Securities over the combined Assets (or same class thereof) of MCPPL. The ranking of such charges / Securities (including the ranking of Securities created by MCPPL in favour of its creditors, if any) shall be determined based on the date on which the same were registered with the Securities and Exchange Commission of Pakistan, irrespective of which company had created the same;
- (c) any first exclusive charge or Security interest, including by way of pledge, granted to a creditor of Matco, by Matco, over specific assets of Matco forming part of the Corn Starch Undertaking, will continue to remain and retain its priority over such specific Assets forming part of the Corn Starch Undertaking (which stand merged with and into MCPPL), notwithstanding the time of creation and registration of any other charge / Security; and
- (d) any mortgage over an immovable property of Matco forming part of the Corn Starch Undertaking (if any), granted in favour of a creditor of Matco, shall continue to remain as is (i.e. over such immovable property which stands transferred to and vested in MCPPL, as part of the Corn Starch Undertaking, upon the Amalgamation).

#### 6.13. Legal Proceedings

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

#### 6.14. Judgments

Any judgment or award obtained by or against Matco with respect to the Corn Starch Undertaking and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against Matco with respect to the Corn Starch Undertaking, become enforceable by or against MCPPL.



**6.15. Evidence**

All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against Matco with respect to the Corn Starch Undertaking, shall be admissible in evidence in respect of the same matter for or against MCPPL.

**6.16. Authorizations**

Any authorizations / powers of attorney granted by Matco to any persons (and particularly the Corn Starch Undertaking Employees) with respect to matters pertaining to the Corn Starch Undertaking shall continue to subsist subsequent to the Amalgamation and shall be deemed to be authorizations / powers of attorney granted by MCPPL to such persons, until or unless otherwise revoked or modified by MCPPL.

**6.17. Clarification**

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

**ARTICLE 7**

**CERTAIN OBLIGATIONS AND REPRESENTATIONS**

- 7.1. Upon the Amalgamation, MCPPL shall take all necessary and expedient steps to properly and efficiently manage the entire business pertaining to the Corn Starch Undertaking and affairs thereof, and shall operate and promote its entire business and affairs in the normal course.
- 7.2. Upon the sanction of this Scheme, but with effect from the Effective Date, MCPPL shall undertake, pay, satisfy, discharge, perform and fulfil the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of Matco with respect to the Corn Starch Undertaking.

**ARTICLE 8**

**THE SCHEME'S EFFECT**

- 8.1. The provisions of this Scheme shall be effective and binding by operation of law and shall become effective in terms of Article 3.
- 8.2. The execution and / or sanction of this Scheme, and the implementation of the Amalgamation, shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any Contract or Security (except to the extent stipulated in this Scheme); (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in Matco and / or



MCPPL; and / or (v) constitute a contractual transfer, but instead a vesting by operation of law.

- 8.3. Without prejudice to the Amalgamation being effective on the Effective Date, in the event any further acts, deeds, matters or things, process or procedures are required to be fulfilled / completed by any regulatory authority or third party for the physical and practical commencement of the business of Matco, to the extent of the Corn Starch Undertaking, as a going concern by MCPPL, the same shall be treated as actions and deeds in pursuance, and for the purposes, of implementing this Scheme, and not as separate transactions of transfer or otherwise between Matco and MCPPL.
- 8.4. Upon the sanction of this Scheme, and with effect from the Effective Date, the terms of this Scheme shall be binding on Matco and MCPPL, and also on all the respective shareholders / members of Matco and MCPPL, the Customers of each of Matco and MCPPL, the creditors of the companies and on any other person having any right or liability in relation to either of them.
- 8.5. On the date of sanction of this Scheme, and with effect from the Effective Date, this Scheme will override the constitution / constitutive documents of the respective companies, to the extent of any inconsistency.

## **ARTICLE 9**

### **CONSIDERATION FOR THE AMALGAMATION AND RELATED MATTERS**

- 9.1. As consideration for the Amalgamation, MCPPL shall allot and issue an aggregate of 121,513,981 (One Hundred Twenty One Million Five Hundred Thirteen Thousand Nine Hundred Eighty One) MCPPL Shares to Matco, credited as fully paid up, at par, as approved by the Board of Directors of each of Matco and MCPPL, based on the (i) audited special purpose financial statements of Matco for the half year ended December 31, 2024 (including the determination / break-up of the Corn Starch Undertaking); and (ii) calculations as stated in the Letter, under the net asset value approach. The Letter has been adopted by the respective Board of Directors of each of Matco and MCPPL.
- 9.2. The allotment of the MCPPL Shares (in accordance with the provisions of this Article 9) shall be made by MCPPL within 45 (forty five) days from the date of sanction of this Scheme. The share certificates for such shares shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to Matco in the manner provided in the Articles of Association of MCPPL. Share certificates not collected within the time specified in any such notice shall be sent by post in prepaid envelopes addressed to Matco at its registered address. MCPPL shall not be responsible for loss of the share certificates in such transmission. Alternatively, in the event that the MCPPL Shares are or have been inducted in book entry form through the CDS, book entries relating to the MCPPL Shares to be issued in terms of this Article 9 shall be credited into the CDC account / sub-account of Matco. Such allotment / issuance shall be carried out in accordance with the rules and regulations of the CDC.

- 9.3. The MCPPL Shares, allotted and issued to Matco in accordance with the provisions of this Scheme, shall, in all respects, rank *pari passu* with the ordinary shares of MCPPL and shall be entitled to all dividends declared by MCPPL after the date of sanction of this Scheme.
- 9.4. The MCPPL Shares, to be issued by MCPPL in accordance with this Article 9, shall be recorded in the books of account of MCPPL at par value. As a consequence of the Amalgamation, where required, including to balance and adjust the books of MCPPL (and / or factor in any differential amount) as of the Effective Date, the shareholders' equity of MCPPL shall stand adjusted, as per the applicable legal and accounting framework, to take into account the carrying values of the net assets comprised in the Corn Starch Undertaking which shall vest in MCPPL pursuant to this Scheme.

## **ARTICLE 10**

### **DETERMINATION / ILLUSTRATION OF THE UNDERTAKINGS**

- 10.1. The Assets, Liabilities, and Obligations comprising the Corn Starch Undertaking and Retained Undertaking have been determined by the Board of Directors of Matco, and are based on the audited special purpose financial statements of Matco for the half year ended December 31, 2024.
- 10.2. A pro forma split balance sheet, indicative as at the Determination Date, has been prepared by Matco, attached hereto as Annexure A, which illustrates / details the break-ups of the Corn Starch Undertaking and Retained Undertaking, inclusive of certain notes.
- 10.3. The numbers / details / balances appearing in the pro forma split balance sheet of Matco, including the break-ups of the Corn Starch Undertaking and Retained Undertaking, shall be updated for actuals (per line item) as on the Effective Date (subject to the sanction of this Scheme). For the purposes of the same, a split / segment wise balance sheet shall be prepared by Matco with respect to the Assets, Liabilities and Obligations of Matco comprising each of the Corn Starch Undertaking and Retained Undertaking, as reflected in the books of accounts of Matco (maintained in accordance with the provisions of this Scheme) existing immediately prior to the Effective Date. For the purposes of the same, from the Determination Date, transactions / arrangements allocated / attributed to, or forming part of, an undertaking of Matco shall be recorded accordingly, and attributed / allocated to that respective undertaking as on the Effective Date.

## **ARTICLE 11**

### **BOOKS OF ACCOUNT**

- 11.1. On and from the Determination Date, Matco shall maintain separate books and accounts with respect to the Corn Starch Undertaking and Retained Undertaking (along with the books of accounts pertaining to Matco as a whole). The same shall be based on the separation of Assets, Liabilities and Obligations determined in accordance with this Scheme.



- 11.2. It is clarified that any Assets acquired / disposed subsequent to the Effective Date, including by way of trading, which are for the purposes of, or attributable to, the Corn Starch Undertaking, and are recorded in such manner in the separate books and accounts being maintained, shall form part of the Corn Starch Undertaking irrespective of the fact that the same are routed through Matco.

## **ARTICLE 12**

### **EMPLOYEES**

- 12.1. On and from the sanction of this Scheme, but with effect from the Effective Date (or from the Effective Date if the same occurs after the date of sanction of this Scheme), all full time officers and employees (including workmen) of Matco, comprising the Corn Starch Undertaking Employees existing on the Effective Date, shall become the employees of MCPPL (in lieu of their employment with Matco) at the same level of remuneration and under similar terms and conditions of service which they were receiving or, as the case may be, by which they were governed immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of services, on the basis of continuation of service (which shall be taken into account for the purposes of all benefits to which such Corn Starch Undertaking Employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits), except where the employment of any such person(s) is terminated (including pursuant to resignation or otherwise) prior to the sanction of this Scheme / Effective Date (whichever is later).
- 12.2. Matco's employees receive the benefit of a gratuity arrangement (based on terms and conditions of employment), which is unfunded in nature, and is provided for in the accounts of Matco. It is clarified that the determination of the Corn Starch Undertaking (vis-à-vis the Retained Undertaking) has factored in proportionate amounts of the gratuity arrangement (as at the Determination Date) relating to the Corn Starch Undertaking Employees (and which shall also stand vested in MCPPL).
- 12.3. Notwithstanding the list / details of the persons stipulated in Annexure D, subsequent to the sanction of this Scheme or the Effective Date, whichever is later, the Board of Directors of Matco shall finalize the list of the Corn Starch Undertaking Employees, and communicate the same to MCPPL, which shall be final. Accordingly, the quantum of the proportionate amounts of the gratuity arrangement allocated between the Corn Starch Undertaking and the Retained Undertaking shall also stand updated as part of the exercise under Article 10.3.

## **ARTICLE 13**

### **GENERAL**

#### **13.1. Modifications by the Court**

This Scheme shall be subject to such modification of conditions, as the Court may deem expedient to impose. The Board of Directors of Matco and MCPPL respectively may consent to any modifications or additions to this Scheme or to any conditions which the Court may

think fit. In case of any difficulty in implementation of any aspect of this Scheme, clarifications, directions and / or approvals may be obtained from the Court. Notwithstanding the above, in the event that the terms of this Scheme are not approved by the members and / or creditors of Matco and / or MCPPL (as applicable) in its entirety and / or this Scheme, as approved by the respective companies, is modified by the Court, the Board of Directors of Matco and / or MCPPL shall be entitled to withdraw this Scheme (whether or not approval from the members and creditors of the respective companies has been obtained).

**13.2. Severability**

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

**13.3. Annexure**

Notwithstanding anything to the contrary contained herein, the Annexures to this Scheme shall be subject to modification / revision (to the extent permitted under this Scheme and / or to rectify any errors) so as to accurately and validly reflect the position existing as of the Effective Date and all provisions contained herein shall be interpreted and construed accordingly.

**13.4. Costs and expenses**

All costs, charges and expenses in respect of the preparation of this Scheme and carrying the same into effect, till the sanction thereof, shall be borne by Matco. Subsequent to the sanction of this Scheme, costs, charges and expenses shall be borne by the respective companies in accordance with the applicable laws, or as otherwise agreed between the companies.

**13.5. Implementation of this Scheme**

The respective Board of Directors of Matco and MCPPL, to the extent applicable, are hereby authorized and empowered to take all necessary steps and execute all documents, as they may consider necessary, expedient or appropriate, to give effect to the provisions of this Scheme and for the implementation hereof, including to delegate any powers from time to time.



Karachi.

Dated: May 23, 2025.

A. Usen



For and on behalf of  
MATCO FOODS LIMITED

Name:

Muhammad Noman Ansari

Designation:

Senior Manager Accounts & Finance

A. Usen



For and on behalf of  
MATCO CORN PRODUCTS (PRIVATE) LIMITED

Name:

Muhammad Noman Ansari

Designation:

Senior Manager Accounts & Finance

## LIST OF ANNEXURES

- “Annexure A”** – Pro forma split balance sheet of Matco, indicative as at the Determination Date, illustrating / detailing the break-ups of the Corn Starch Undertaking and the Retained Undertaking, inclusive of certain notes, which is to be updated as on the Effective Date in accordance with the provisions of this Scheme.
- “Annexure B”** – List of current members of Board of Directors of Matco.
- “Annexure C”** – List of current members of Board of Directors of MCPPL.
- “Annexure D”** – List of the current Corn Starch Undertaking Employees.
- “Annexure E”** – Letter dated May 16, 2025, issued by Grant Thornton Anjum Rahman.



# ANNEXURE A

## PRO FORMA SPLIT BALANCE SHEET OF MATCO FOODS LIMITED AS AT THE DETERMINATION DATE

### ASSETS

#### Non-current assets

Property, plant and equipment	1	11,060,363,361	2,629,064,441	8,431,298,920
Right-of-use assets	2	429,529,702	174,131,232	255,398,470
Long-term deposits		20,708,550	-	20,708,550
Investment in subsidiary MCPPL*		-	-	1,215,139,810
Long-term investments		55,582,707	-	55,582,707
<b>Total non-current assets</b>		<b>11,566,184,320</b>	<b>2,803,195,673</b>	<b>9,978,128,457</b>

#### Current assets

Stores, spares and loose tools		325,052,111	180,961,166	144,090,945
Stock in trade	3	13,740,555,933	1,095,970,685	12,644,585,248
Trade debts	4	2,578,489,075	503,371,726	2,075,117,349
Loans and advances		1,754,941,120	358,077,362	1,396,863,758
Trade deposits and short term prepayments		13,031,348	-	13,031,348
Short-term investment		1,200,000	-	1,200,000
Sales tax refundable		25,000,000	-	25,000,000
Due from related parties		74,398,259	-	74,398,259
Taxation - net		221,387,679	-	221,387,679
Cash and bank balances	5	136,522,935	26,842,120	109,680,815
<b>Total current assets</b>		<b>18,870,578,460</b>	<b>2,165,223,058</b>	<b>16,705,355,402</b>
<b>Total assets</b>		<b>30,436,762,780</b>	<b>4,968,418,731</b>	<b>26,683,483,859</b>



Khalid Sarfaraz Ghori  
Chief Executive Officer



Faizan Ali Ghori  
Director

## LIABILITIES

### Non-current liabilities

Long-term finances-secured	6	1,651,699,015	927,499,023	724,199,992
Lease liabilities	7	429,876,964	149,858,010	280,018,954
Deferred liabilities	8	898,531,376	216,786,593	681,744,783
<b>Total non-current liabilities</b>		<b>2,980,107,355</b>	<b>1,294,143,626</b>	<b>1,685,963,729</b>

### Current liabilities

Trade and other payables	9	2,601,954,364	691,039,456	1,910,914,908
Advance from customers - secured		675,418,619	302,916,248	372,502,371
Accrued mark-up		221,588,252	8,812,288	212,775,964
Due to related party		6,412,777	-	6,412,777
Short-term borrowings-secured	10	13,724,816,475	1,084,673,759	12,640,142,716
Unpaid dividend		1,093,324	-	1,093,324
<b>Total current liabilities</b>		<b>17,231,283,811</b>	<b>2,087,441,752</b>	<b>15,143,842,059</b>
<b>Total liabilities</b>		<b>20,211,391,166</b>	<b>3,381,585,378</b>	<b>16,829,805,788</b>

### Net Assets/Equity

	10,225,371,614	1,586,833,353	9,853,678,071
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### Net Assets/Equity:

Share Capital	1,224,006,980	-	1,224,006,980
Shares to be issued pursuant to the Scheme*	-	1,215,139,810	-
Capital reserves	680,467,220	-	680,467,220
Accumulated Profits	3,212,282,188	861,625	3,211,420,563
Revaluation surplus property, plant - and equipment - net of tax	5,108,615,226	370,831,918	4,737,783,308
	<b>10,225,371,614</b>	<b>1,586,833,353</b>	<b>9,853,678,071</b>

\* Once the Scheme is sanctioned, MCPPL will allot and issue 121,513,981 ordinary shares in favour of Matco, credited as fully paid up, at a par value of PKR 10/- each, which will be considered as investment of the parent company (i.e. Matco) into the subsidiary (MCPPL).

The annexed notes from 1 to 10 form an integral part of this split balance sheet, which shall be subject to the provisions of Article 10 of the Scheme (to the extent applicable)

  
**Khalid Sarfaraz Ghori**  
 Chief Executive Officer

  
**Faizan Ali Ghori**  
 Director



## Notes to the Pro Forma Split Balance Sheet:

### 1. PROPERTY PLANT AND EQUIPMENT

	Note	Dec-24 Rs.
Operating fixed assets	1.1	2,609,373,099
CWIP		19,691,342
		<u>2,629,064,441</u>

#### 1.1 Operating fixed assets

Particulars	Cost / Revaluation					Depreciation					Rate per annum %
	Cost at July 01, 2024	Additions	Transfers in / (out)	Revaluation surplus	Disposals	Cost at Dec 31, 2024	Accumulated depreciation at July 01, 2024	Depreciation for the year	Depreciation on disposals	Accumulated depreciation at Dec 31, 2024	Book value at Dec 31, 2024
<b>Owned Assets</b>											
Factory land	-	-	-	-	-	-	-	-	-	-	-
Factory building	957,586,521	1,266,854	-	-	-	958,853,375	129,985,521	41,380,051	-	171,365,572	787,487,803
Plant and machinery	1,739,186,099	2,246,377	-	-	-	1,741,432,476	183,506,417	78,481,398	-	261,987,815	1,479,444,661
Electric cables and fitting	133,163,586	7,167,379	-	-	-	140,330,965	21,740,728	5,692,934	-	27,433,662	112,897,303
Furniture and fixture	2,958,670	645,200	-	-	-	3,603,870	432,227	133,103	-	565,330	3,038,540
Motor vehicles	20,049,425	462,580	-	-	13,986,850	6,525,155	5,822,896	818,921	1,842,457	4,799,360	1,725,796
Office equipment	5,628,635	1,291,092	-	-	-	6,919,728	873,295	251,096	-	1,124,391	5,795,337
Factory equipment	156,147,414	28,099,974	120,856,770	-	120,856,770	184,247,388	21,136,570	7,559,846	-	28,696,416	155,550,972
Computers	8,041,843	36,600	-	-	-	8,078,443	3,882,086	697,296	-	4,579,381	3,499,062
Camera	-	-	-	-	-	-	-	-	-	-	-
Godown & Shops	-	-	-	-	-	-	-	-	-	-	-
Sewing machine	-	-	-	-	-	-	-	-	-	-	-
Mobile phone	162,600	765,000	-	-	-	927,600	54,711	114,086	-	168,797	758,803
Generator	71,101,150	-	-	-	-	71,101,150	8,784,906	3,141,422	-	11,926,328	59,174,822
	<u>3,094,025,943</u>	<u>41,981,057</u>	<u>120,856,770</u>	<u>-</u>	<u>134,843,620</u>	<u>3,122,030,151</u>	<u>376,219,356</u>	<u>138,270,153</u>	<u>1,842,457</u>	<u>512,647,092</u>	<u>2,609,373,099</u>

### 2. RIGHT OF USE ASSETS

Motor vehicles	57,549,971	12,202,637	-	-	3,391,000	66,361,607	22,205,521	4,144,175	2,768,420	23,581,277	42,780,331
Factory Equipment-Solar Pan	-	134,709,410	-	-	-	134,709,410	-	3,358,509	-	3,358,509	131,350,901
Generator	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<u>3,151,575,914</u>	<u>188,893,104</u>	<u>120,856,770</u>	<u>-</u>	<u>138,234,620</u>	<u>3,323,091,168</u>	<u>398,424,877</u>	<u>145,772,837</u>	<u>4,610,877</u>	<u>539,586,837</u>	<u>2,783,504,331</u>

Matco Foods Limited	Corn Starch Undertaking	Retained Undertaking
Rs.		

### 3 STOCK IN TRADE

Raw material	6,478,458,608	699,181,501	5,779,277,107
Packing material	459,838,850	81,494,605	378,344,245
Finished goods	6,824,876,683	317,741,714	6,507,134,969
	13,763,174,141	1,098,417,820	12,664,756,321
Less: Provision for slow moving	(22,618,208)	(2,447,135)	(20,171,073)
	13,740,555,933	1,095,970,685	12,644,585,248

### 4 TRADE DEBTS

Export	1,627,955,926	60,273,854	1,567,682,072
Local	950,533,149	443,097,872	507,435,277
	2,578,489,075	503,371,726	2,075,117,349

### 5 CASH AND BANK BALANCES

Cash in hand	10,313,253	1,448,634	8,864,619
Cash at bank	126,209,682	25,393,486	100,816,196
	136,522,935	26,842,120	109,680,815

### 6 LONG TERM FINANCES - SECURED

*From banking companies and financial institution:*

LTFF/ILTFF		139,359,733	-	139,359,733
TERF/ITERF	6.1	848,165,108	783,298,899	64,866,209
FFSAP	6.2	283,088,051	144,200,125	138,887,926
Demand Finance		381,086,123	-	381,086,123
		1,651,699,015	927,499,023	724,199,992

#### 6.1 TERF/ITERF Facility

The above-mentioned facility from the following banks will be transferred to demerged undertaking:

United Bank Limited	390,035,062
Meezan Bank Limited	393,263,837
	<u>783,298,899</u>

#### 6.2 FFSAP Facility

The above-mentioned facility from the following banks will be transferred to demerged undertaking:

Faysal Bank Limited	107,034,378
Meezan Bank Limited	37,165,746
	<u>144,200,125</u>

	Matco Foods Limited	Corn Starch Undertaking	Retained Undertaking
	Rs.		
<b>7 LEASE LIABILITIES</b>			
On vehicles	162,308,734	35,371,416	126,937,318
On Godown	141,776,422	-	141,776,422
On solar panels	114,486,594	114,486,594	-
On Generators	11,305,213	-	11,305,213
	<u>429,876,963</u>	<u>149,858,010</u>	<u>280,018,953</u>

<b>8 DEFERRED LIABILITIES</b>			
Deferred tax liability	651,004,038	165,576,264	485,427,774
Staff gratuity scheme - unfunded	247,527,338	51,210,329	196,317,009
	<u>898,531,376</u>	<u>216,786,593</u>	<u>681,744,783</u>

<b>9 TRADE AND OTHER PAYABLES</b>			
Trade Creditors	2,379,297,191	629,494,742	1,749,802,449
Accrued liabilities	135,829,043	61,544,714	74,284,329
Tax deducted at source and payable to statutory authorities	8,312,718	-	8,312,718
Sales tax payable to statutory authorities	57,253,101	-	57,253,101
Workers' welfare fund	6,074,946	-	6,074,946
Workers' profit participation fund	15,187,365	-	15,187,365
	<u>2,601,954,364</u>	<u>691,039,456</u>	<u>1,910,914,907</u>

<b>10 SHORT TERM BORROWINGS FROM BANKS</b>			
Export re-finance	7,553,475,628	-	7,553,475,628
Own resource	4,081,693,853	1,084,673,759	2,997,020,094
FE-25 Scheme	1,825,130,688	-	1,825,130,688
Foreign bills purchased/negotiated	264,516,306	-	264,516,306
	<u>13,724,816,475</u>	<u>1,084,673,759</u>	<u>12,640,142,716</u>

#### 10.1 Own resource

The above-mentioned facility from the following banks will be transferred to demerged undertaking:

Meezan Bank Limited - Istisna Facility	442,269,081
United Bank Limited - Running Finance Facility	-
Inter-division financing	642,404,678
	<u>1,084,673,759</u>

- 10.2 This will be inter-company loan from the Parent Company (Matco Foods Limited) and this amount will be payable to Parent Company and chargeable to interest rate once the Scheme is finalized.



**ANNEXURE B**

**LIST OF CURRENT MEMBERS OF THE BOARD OF DIRECTORS OF  
MATCO FOODS LIMITED**

Mr. Jawed Ali Ghori

Mr. Khalid Sarfaraz Ghori

Mr. Faizan Ali Ghori

Mr. Safwan Khalid Ghori

Mr. Syed Kamran Rashid

Mr. Abdul Samad Khan

Mrs. Faryal Murtaza

Ms. Umme Habibah

Mr. Mohammad Mohsin Suleman

## **ANNEXURE C**

### **LIST OF CURRENT MEMBERS OF THE BOARD OF DIRECTORS OF MATCO CORN PRODUCTS (PRIVATE) LIMITED**

Mr. Syed Bilal Ali Ghori

Mr. Khalid Sarfaraz Ghori

Mr. Faizan Ali Ghori

Mr. Safwan Khalid Ghori

Mr. Salar Khalid Ghori

## ANNEXURE D

### LIST OF THE CURRENT CORN STARCH UNDERTAKING EMPLOYEES

S. N.	Employee Code	Name	Designation
1.	623	Muhammad Shahbaz	DGM-Accounts
2.	1223	Danish Ahmed	CFO (Corn Starch Division)
3.	1536	Imran Haider	Commercial Officer
4.	1546	Osama Shahab	Supervisor
5.	1589	Israr Ahmed	Cook
6.	1590	Amjad Abbas	General Manager
7.	1598	Muhammad Waqas	Q.A. Analyst
8.	1626	Muhammad Sajid	Asst. Manager Civil Projects
9.	1652	Major Mumtaz Shafique (R)	Manager IR & Legal Affairs
10.	1671	Ahsan Idrees	Assistant Manager
11.	1692	Muhammad Sarwar Aslam	Assistant Manager Stores
12.	1694	Zeeshan Azeem Khan	Sr. Manager Prod & Mfg Excl
13.	1708	Khurram Iqbal	Manager Wet Milling & Mfg Excl
14.	1724	Muhammad Shahid Khan	Boiler & Utility Manager
15.	1731	Naeem Iqbal Nasir	Engineering Manager
16.	1732	Muhammad Afzal	A.M Security & Admin
17.	1733	Muhammad Imran	Manager Corn Dev & Proc
18.	1735	Nadeem Tahir	Deputy Manager QA
19.	1751	Muhammad Nauman Haider	Assistant Manager Production
20.	1756	Manzoor Ahmad	A.M Technical Procurement
21.	1762	Mudassir Sarosh	Deputy Manager Production
22.	1778	Asad Ali	Gate Office & Weighbridge Inch
23.	1781	Muhammad Tayyab Yasin	Supervisor
24.	1782	Muhammad Arslan	Supervisor
25.	1785	M. Nabeel Nisar	Assistant Supervisor
26.	1786	Rohail Hasan	Asst. Electrical Engineer
27.	1787	Muhammad Ayub	Assistant Supervisor
28.	1788	Shahbaz Shabbir	Supervisor
29.	1789	Muhammad Imran	Supervisor
30.	1792	Ali Raza	Supervisor
31.	1793	Muhammad Irfan	Assistant Supervisor
32.	1798	Muhammad Abid Khan	Assistant Manager
33.	1799	Hafiz Muhammad Arslan	Deputy Manager
34.	1805	Shrafat Ali	Lead HR & Admin
35.	1806	Abdul Rehman	Lifter Operator
36.	1807	Alam Sher	Assistant Supervisor



37.	1808	Waqas Rasheed	Assistant Supervisor
38.	1809	Hafiz Muhammad Zubair	Q.C. Analyst
39.	1810	Muhammad Asif	Q.C. Analyst
40.	1811	Muhammad Zeeshan Ali	Sampling Coordinator
41.	1813	Tabish Nawaz	A.M Warehousing
42.	1814	Muhammad Usman	Assistant Supervisor
43.	1815	Abdul Rashid Bhatti	Cashier
44.	1816	Azeen Ali	Assistant Supervisor
45.	1818	Adnan	Supervisor
46.	1821	Abdul Razaq	Pump Fitter-P
47.	1825	Usman Ghani	Assistant Supervisor
48.	1826	Muhammad Adil Naseer	Supervisor
49.	1827	Muhammad Atif Sohail	Supervisor
50.	1831	Muhammad Furqan	Assistant Supervisor
51.	1836	Muhammad Afzal	Assistant Supervisor
52.	1840	Shoaib Shehzad	Assistant Supervisor
53.	1841	Muhammad Tayyab	Assistant Supervisor
54.	1842	Ghulam Haider	Assistant Supervisor
55.	1843	Naeem Mahmood Zia	Supervisor
56.	1845	Muhammad Usman Shahzad	Assistant Supervisor
57.	1847	Kashif Iqbal	DM Internal Audit
58.	1848	Faisal Rasheed	Assistant Supervisor
59.	1849	Muhammad Junaid	Maintenance Engineer
60.	1931	Nasir Mahmood Siddiqui	Senior Manager Sales
61.	1932	Mudassar Ishfaq Choudhary	Sales & Business Dev. Manager
62.	1942	Muhammad Sarwar	Consultant
63.	1943	Muhammad Nauman Ahmad	Production Engineer
64.	1944	Muhammad Usman	Q.C. Analyst
65.	1946	Muhammad Ijaz Ahmad	Production Engineer
66.	1947	Asif Ali	Foreman
67.	1948	Muhammad Mudassir Hussain	Supervisor-P
68.	1949	Mubasher Ali	Supervisor-P
69.	1951	Ibtsam Imran	Trainee Instrument Technician
70.	1952	Muhammad Waseem Aslam	Supervisor-P
71.	1953	Muhammad Nouman Sharif	Supervisor-P
72.	1978	Muhammad Sarwar	Chief Commercial Officer
73.	1979	Muhammad Arshad Javaid	Head E&I & Energy Coordinator
74.	1983	Tariq Bashir	Weight Bridge Operator -P
75.	1984	Zafar Iqbal	Supervisor-P
76.	1985	Yasir Mehmood	Assistant Supervisor-P
77.	1986	Mirza Naeem Iqbal Saghar	Oil Man-P
78.	1987	Muhammad Ramzan	Assistant Supervisor-P

79.	1988	Muhammad Abdul Haseeb	Assistant Supervisor
80.	1989	Mohammad Shafique	Supervisor Turner-P
81.	1990	Usama Iqbal	Supervisor-P
82.	1991	Imam Baksh Rand	Security Guard-P
83.	1992	Bilal Shahid	Weighbridge Operator
84.	1993	Sohail Ali	Supervisor-P
85.	1996	Muhammad Hannan Saleem	Production Engineer
86.	1997	Naeem Ejaz	Sample Man-P
87.	1998	Kashif Mahmood	Assistant Supervisor-P
88.	1999	Shahbaz Amin	Assistant Supervisor-P
89.	2000	Muhammad Abubakar	Supervisor-P
90.	2001	Abdul Rehman	Senior Cook-P
91.	2005	Umer Farooq	Assistant Supervisor-P
92.	2006	Fahad Fiaz	Assistant Supervisor-P
93.	2007	Muhammad Waqas	Assistant Supervisor-P
94.	2009	Hassan Arshad	Supervisor-P
95.	2011	Muhammad Nadeem	Supervisor-P
96.	2012	Shoaib Ali	Supervisor-P
97.	2014	Waqar Ali	Supervisor-P
98.	2016	Ghulam Haider	Supervisor-P
99.	2018	Awais Anjum	Officer
100.	2020	Muhammad Imran	Assistant Supervisor
101.	2021	Ali Asghar	Assistant Supervisor
102.	2022	Shoaib Anwar	Lifter Operator
103.	2023	Touseef Shoukat	Assistant Supervisor
104.	2024	Muhammad Shaban	Weight Bridge Operator
105.	2026	Muhammad Imran Haider	Motor Winder
106.	2076	Syed Asad Ikram	Electrical Engineer
107.	2077	Muhammad Saad Akram	Sales Operation Executive
108.	2079	Wasim Abbas	Assistant Supervisor
109.	2081	Abdul Sattar	Consultant
110.	2082	Gulzaman Ali	Supervisor
111.	2083	Kashif Tanveer	Supervisor
112.	2084	Adnan Bashir	Boiler Engineer
113.	2089	Khadim Hussain Bhatti	Supervisor
114.	2090	Muhammad Aslam	Lifter Operator
115.	2092	Rafaqat Ali Shah	Assistant Supervisor
116.	2094	Muhammad Azeem Mirza	Tools Clerk-P
117.	2095	Muhammad Younis	Production Coordinator
118.	2096	Muhammad Fazil Siddiqui	Supervisor
119.	2106	Muhammad Shafique	Assistant Supervisor
120.	2107	Muhammad Sohail Asif	Supervisor



121.	2109	Ghulam Murtaza Mughal	Assistant Supervisor
122.	2120	Sarfraz Ahmed	Supervisor
123.	2122	Naveed Ahmed	Lifter Operator
124.	2123	Rizwan Mahmood	Foreman
125.	2124	Muhammad Ghulam Murtaza	Supervisor
126.	2125	Hafiz Muhammad Abdul Rehman	Warehouse Assistant
127.	2143	Allah Ditta	Assistant Supervisor
128.	2146	Muhammad Mudasar	Supervisor
129.	2147	Sadar Khan	Assistant Supervisor
130.	2150	Muhammad Usman	Deputy Manager
131.	2154	Adnan Tariq	Welder-P
132.	2155	Muhammad Faizan Anjum	Assistant Manager
133.	2158	Muhammad Waqas Khalid	Deputy Manager
134.	2160	Nabeel Waseem	Assistant Manager
135.	2179	Haseeb Ahmed	Assistant Manager
136.	2189	Muhammad Shahnawaz	Manager
137.	2198	Saghar Ali	Senior Officer
138.	2213	Rehan	Sales Coordinator South
139.	2217	Adeel Raza	Assistant Supervisor
140.	2218	Irfan Khan Niazi	Assistant Supervisor
141.	2223	Faisal Amin	Cook
142.	2224	Muhammad Arshad	Office Boy
143.	2228	Tahir Hussain	Sales Operation Executive
144.	2237	Sabir Hussain	Assistant Manager
145.	2238	Sultan Mahmood	Supervisor
146.	2240	Muhammad Irfan	Assistant Supervisor
147.	2242	Mukhtar Ahmad	Supervisor
148.	2248	Haider Ali	Assistant Supervisor
149.	2251	Muhammad Saeed	Assistant Supervisor
150.	2260	Qamar Saeed	Supervisor
151.	2263	Arham Shahzad	Supervisor
152.	2265	Muhammad Qaisar	HR Assistant
153.	2266	Muhammad Wahaj	Assistant Supervisor
154.	2267	Bilal Hasan	Assistant Supervisor
155.	2268	Muhammad Talha Saeed	Assistant Supervisor
156.	2271	Usama Ehtesham	Assistant Manager
157.	2277	Qazi Mohtashim Ahmed	Manager-US Export Sales
158.	2285	Hammad Hussain	Supervisor
159.	2290	Muhammad Kamran Haider	Manager
160.	2315	Hammad ul Hassan	Assistant Supervisor
161.	2345	Muhammad Asghar	Assistant Supervisor



162.	2349	Muhammad Zeeshan Yasin	Assistant Supervisor
163.	2352	Muhammad Ahmed	Supervisor
164.	2355	Ali Haseeb Gul	Assistant Sales Coordinator-P
165.	2369	Muhammad Yousuf	Deputy Manager Accounts
166.	2370	Muhammad Seerat	Q.C. Analyst -P
167.	2379	Muhammad Abbas Ahmad	Trainee Engineer
168.	2380	Mujahid Hussain	M.T.O.
169.	2381	Ammar Ahad	Officer
170.	2393	Muhammad Afzaal Arshad	Officer
171.	2418	Umar Hayat	Officer
172.	2423	Muhammad Aslam	Consultant
173.	2434	Muhammad Rehan	Q.C Analyst
174.	2436	Haider Ali	Assistant Supervisor
175.	2438	Hassan Raza	Supervisor
176.	2440	Muhammad Akhtar	Assistant Supervisor
177.	2442	Muhammad Waseem	Deputy Manager
178.	2443	Muhammad Shahbaz	Trainee Engineer
179.	2480	Ishtiaq Ahmed	Assistant Supervisor
180.	2495	Ghulam Ali	Assistant Supervisor-P
181.	2535	Muhammad Umar	Assistant Supervisor
182.	2541	Abdullah Azmat	Assistant Supervisor-P
183.	2542	Muhammad Junaid Ghous	Assistant Supervisor
184.	2549	Faisal Mehmood	Officer
185.	2552	Muhammad Arslan	Assistant Supervisor
186.	2553	Farhan Aslam	Shift Engineer
187.	2554	Muhammad Waqas	Entomologist
188.	2563	Muhammad Ahsan	Purchase Officer
189.	2592	Faizan Zia	Sample Man-P
190.	2601	Asad Ali Asghar	Assistant Supervisor-P
191.	2622	Furqan Rasheed	A.M Bio Mass Procurement
192.	2633	Hasnain Haider	Assistant Supervisor-P
193.	2634	Muhammad Hasnain	Assistant Supervisor-P
194.	2641	Ahmed Tallal Khan	Trainee Engineer -P