

LUCKY ENERGY (PVT) LTD.

Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan, Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

The Registrar, NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad. Date: 18th Nov, 2022

Subject:

APPLICATION FOR ELECTRIC POWER SUPPLY LICENCE FOR LUCKY ENERGY PRIVATE

LIMITED (LEPL)

Dear Sir,

Lucky Energy Private Limited (LEPL) is holder of a Generation Licence No. (SGC/030/2005). On behalf of LEPL, the incumbent, Mr. Abdul Sattar Jumani has been duly authorized by the Board of Directors of LEPL, by virtue of Board Resolution dated 10thNovember 2022, to apply to the National Electric Power Regulatory Authority, Islamabad, for the grant of Electric Power Supply Licence to LEPL.

A Demand Draft in the sum of Rs. 1,815,765.00 /- being the 'Non-refundable Licence Application Fee calculated in accordance with schedule II and PART I as per NEPRA SRO No. 760(1)/2021 is also attached herewith this application.

It is pertinent to mention here that LEPL continues to supply electric power to its sister concerns 8 BPCs under its above mentioned generation Licence and due to an additional need to supply to another export oriented sister concern BPC, its request for modification thereof has been pending with the Authority since 22nd Oct 2021. However, due to the issuance of NEPRA Electric Power Supply Regulations, 2022 in March, the instant application is being filed as under regulation 4 thereof which particularly addresses the case of LEPL, "Generation company as electric power supplier.— (1) A generation company or a generation Licencee shall not supply electric power to any consumer without obtaining a licence under section 23E of the Act:

As stated under proviso to the above regulations, LEPL who had been granted second-tier supply authorization prior to notification of these regulations, would continue to supply electric power to its existing consumers subject to sub-regulation (2) and (3). Furthermore, the additional BPC (Yunus Textile Mills Ltd. -9) pursuant to our pending request for modification may kindly be regulated under the instant application for a supply licence.

In view of the above, LEPL hereby requests that it's application may please be processed for early issuance of Electric Power Supply Licence for its BPCs as hitherto being provided electric power as per its generation Licence in terms of the supporting documents attached herewith.

Thank You,

Yours truly,/

For Luckly Energy (Private) Ltd.

Financial Coordinator

LUCKY LA KATECH

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Information Regarding The Bulk Power Consumers (BPCs) to be supplied from Plant-I of the License i.e. LEPL

(i).	No. of BPCs	(04)
(ii).	Name of BPCs	 (a). Gadoon Textile Mills Ltd. (GTML), (b). Lucky Textile Mills Ltd. No. 5 (LTML-5) (c). Lucky Knits (Pvt.) Limited (LKPL) (d). Yunus Textile Mills Ltd. (YTML-9)
(iii).	Location of each BPC (distance and/or identity of premises)	(a). GTML: 57 KM Superhighway(b). LTML-5: 57 KM Superhighway(c). LKPL: 57 KM Superhighway(d). YTML-9: 57 KM Superhighway
(iv).	Contracted Capacity and Load Factor of BPC.	(a) GTML: 18.5.0 MW 90% (b) LTML-5: 11.0 MW 90% (c) LKPL: 2.0 MW 90% (d) YTML-9: 10.00 MW 90%

Information Regarding Distribution Network for Supply of Electric Power to the BPCs from Plant-I of the Licensee (i.e. LEPL)

		(a). GTML: 08
(:)	No. of Feeder(s).	(b). LTML-5: 03
(i).		(c). LKPL: 01
		(d). YTML-9: 02
	Length of Feeder	(a). GTML: 1000 Meters each
/::\		(b). LTML-5: 800 Meters each and
(ii).		(c). LKPL: 300 Meters.
		(d). YTML-9: 1100 Meters each

Information Regarding The BPC to be supplied from Plant-II of the Licensee i.e. LEPL

(i)	No. of BPCs	One (01)
(ii)	Name of BPCs	Lucky Textile Mills Ltd. No. 1 (LTML-1)
(iii)	Location of each BPC (distance and/or identity of premises)	Plot L-8, Block-21, FB Area, Karachi
(iv)	Contracted Capacity and Load Factor of BPC.	1.0 MW 90%

Information Regarding Distribution Network for Supply of Electric Power to the BPC from Plant-II of the Licensee (i.e. LEPL)

(i).	No. of Feeder(s).	One (01)
(ii).	Length of Feeder	30 Meters.

Information Regarding The BPCs to be supplied from Plant-III of the Licensee i.e. LEPL

(i)	No. of BPCs	(03)
(ii)	Name of BPCs	 (a). Lucky Textile Mills Ltd. No. 2 (LTML-2) (b). Lucky Knits (Pvt.) Limited (LKPL) (c). Lucky Land Mark (Pvt.) Limited (LLMPL)
(iii)	Location of each BPC (distance and/or identity of premises)	 (a). LTML-2: Plot L-3, Block 21, FB Area, Karachi. (b). LKPL: Plot L-3, Block 21, FB Area, Karachi. (c). LLMPL: Plot L-3, Block 21, FB Area, Karachi.
(iv)	Contracted Capacity and Load Factor of BPCs.	(a) LTML-2: 1.0 MW 90% (b) LKPL: 1.1 MW 90% (c) LLMPL: 8.40MW 90%

Information Regarding Distribution Network for Supply of Electric Power to the BPCs from Plant-III of the Licensee (i.e. LEPL)

		(a). LTML-2: 01
(i).	No. of Feeder(s).	(b). LKPL: 01
		(c). LLMPL: 04
		(a). LTML-2: 250 Meters
(ii).	Length of Feeder	(b). LKPL: 100 Meters
		(c). LLMPL: 300 Meters each.

Information Regarding The BPC to be supplied from Plant-IV of the Licensee (i.e. LEPL)

(i).	No. of BPCs	One (01)
(ii).	Name of BPCs	Lucky Textile Mills Ltd. No. 3 (LTML-3)
(iii).	Location of each BPC (distance and/or identity of premises)	A-8/C, S. I. T. E., Karachi.
(iv).	Contracted Capacity and Load Factor of BPC.	1.5 MW 90%

Information Regarding Distribution Network for Supply of Electric Power to the BPC from Plant-IV of the Licensee (i.e. LEPL)

(i).	No. of Feeder(s).	One (01)
(ii)	Length of Feeder	100 Meters.

Information Regarding Total Contracted load of all BPCs

(i)	No. of BPCs	(05)
(ii)	Name of BPCs	(a) Gadoon Textile Mills Ltd. (GTML) (b) Lucky Textile Mills Ltd. (LTML) (c) Lucky Knits (Pvt.) Ltd. (LKPL) (d) Lucky Land Mark (Pvt.) Ltd. (LLMPL) (e) Yunus Textile Mills Ltd. (YTML)
(iii)	Contracted Capacity and Load Factor of BPCs.	(a) GTML: 18.5.0 MW 90% (b) LTML: 14.5 MW 90% (c) LKPL: 3.1 MW 90% (d) LLMPL: 8.4 MW 90% (e) YTML: 10.00 MW 90%



CULTIVATING GROWTH NURTURING DEVELOPMENT

Cement | Chemicals | Energy | Textile | Real Estate | Foods | Entertainment | Automobile



One of the largest Industrial Groups in Pakistan



- Founded in 1962, YBG is a prominent industrial conglomerate in Pakistan with aggressive domestic and international investments
- USD 2.9bn worth of assets
- YBG has a strong financial and performance track record
- Committed to social and community welfare projects
- Employs a workforce of 28,000 people



Industries YBG Serves

- Textiles
- Construction
- Chemicals
- Energy
- Real Estate
- Power
- Consumer Goods
- Commodities
- Automobile

Business Overview

Textiles

- Largest Textile company in Pakistan
- Comprises of fully integrated units
- Cumulative turnover of US\$ 608m

Cement

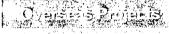
- Lucky Cement is Pakistan's largest producer of cement with 12.15m tons capacity
- Turnover of US\$ 399m
- Market share of 17.4%
- Capacity expansion of 3.15 MN tons announced at an investment of USD 137MN taking total capacity to 15 MN tons in FY 2022-23

ICI Pakistan

- Acquired in 2012
- Comprises of 5 main businesses: Soda Ash, Pharmaceuticals,
 Polyester, Chemicals & Agri and Animal Health
- Morinaga Infant Formula Processing, Distribution and Marketing through NutriCo.
- Turnover of ~US\$ 397m

New Projects

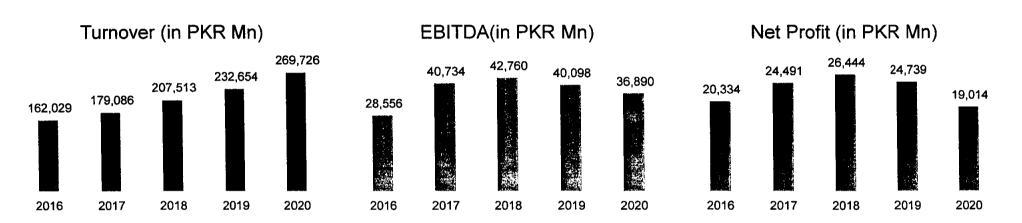
- Real Estate Development
 US\$ 200m
- 660 MW coal power plant -US\$ 800m.
- JV with KIA Motors for automobile assembly plant - US\$ 150m
- Agreement signed with Samsung Gulf Electronics Co. for production of Samsung mobile devices in Pakistan

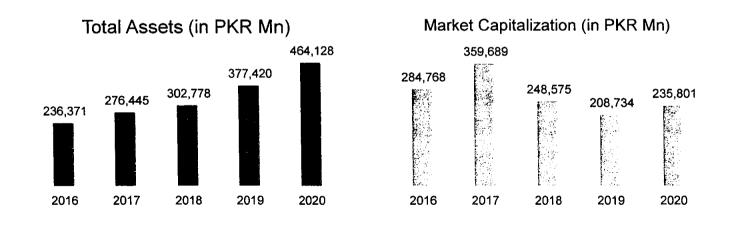


- Cement plant in DRC US\$ 256m
- Grinding Unit in Basra
- Vertical Integration in Samawa – Project cost US\$ 150m
- Distribution in USA
- · Textiles in Europe



The YBG Growth Story







THE ME WELL CONTINUE

9. 3

Board Members

Mr. Muhammad Yunus Tabba started his over fifty years long career with YBG as one of its founding members and has seen it progress through manufacturing, sales, management, marketing management and general management. With his expertise and diversified experience, he has taken YBG to a level which is appreciated by both local and international business communities.

Mr. Muhammad Sohail Tabba - Pakistan's business mogul and philanthropist, owes his prosperity to a conglomerate of businesses and export houses bearing the YBG brand name. His proficient leadership in diverse sectors — manufacturing, cement, energy, entertainment, real estate and philanthropy - spanning over almost three decades - has earned laurels and accolades for his group and country.





Mr. Muhammad Ali Tabba is the Chief Executive of Lucky Cement Limited succeeding his late father in 2005. He also serves as the Chief Executive Officer of Yunus Textile Mills Ltd (YTM), a state-of-the-art home textile mill with subsidiaries in North America and Europe. Simultaneously spearheading both these organizations, he also plays a pivotal role in providing strategic vision to ICI Pakistan Limited as its Vice Chairman, He is Chairman of All Pakistan Cement Manufacturing Association (APCMA), a regulatory body of cement manufacturers in Pakistan.





Board Members

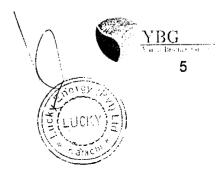
Mr. Jawed Tabba has a rich experience in the textile industry and is currently the Chief Executive Officer and Director of a renowned textile mill, Lucky Textile Mills Limited. His untiring efforts helped him acquire deep insight and expertise into export and manufacturing activities. He has been instrumental in managing the textile concerns of the Yunus Brothers Group (YBG) and has transformed Lucky Textile Mills into one of the premier Textile Companies in Pakistan.

Mr. Jawed Yunus Tabba is also managing the Real Estate Project Luckyone, which is the Largest Mall in Pakistan. Lucky one is currently touted as a multi-faceted – first of its kind regional shopping mall which has revolutionized the shopping experience in Pakistan.



Ms. Mariam Tabba Khan became the Chief Executive Officer of not-for-profit Tabba Heart Institute (THI) on 2nd of June, 2005. It was not until her philanthropist father, Mr. Abdul Razzak Tabba's sudden death that she took up the mission to establish and run the state-of-the-art Institute. THI emphasizes upon quality and thrive for its continuous improvement. Apart from ISO 9001:2015 and ISO certification. 14001:2015 THI's laboratory services are recognized by RIQAS (UK) and College of American Pathologists (CAP). THI is the first and only hospital in Pakistan which is a part of National Cardiovascular (NCDR) of Database Registry American College of Cardiology (ACC) for quality Cardiac Care services.



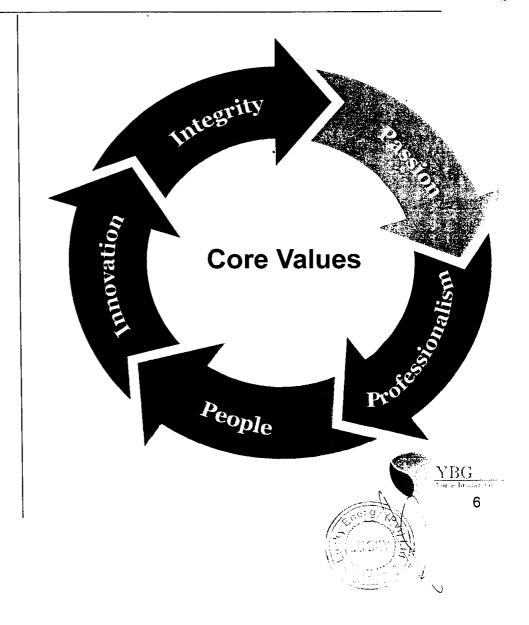


Our Vision & Core Values

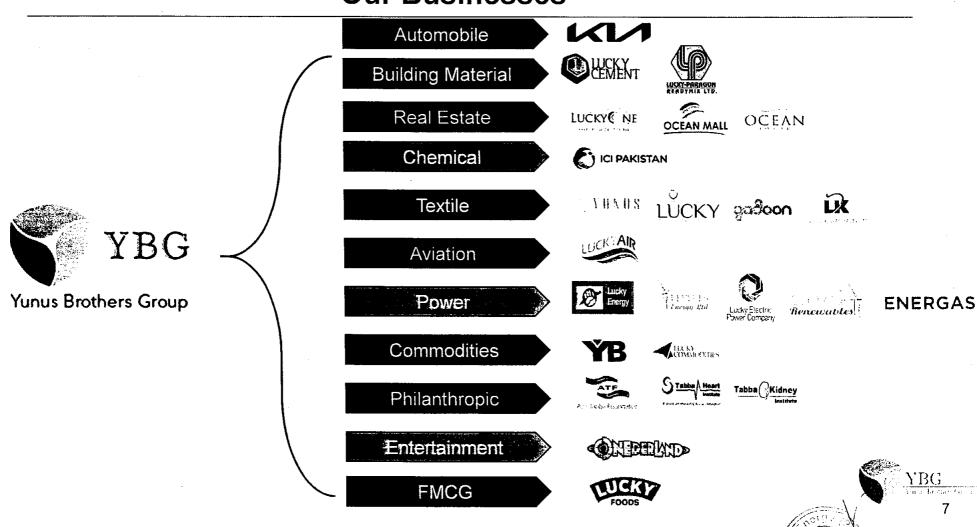
Our Vision



We envision to be leader in the fields in which we operate by way of horizontal and vertical expansion as well as identifying and capitalizing on new opportunities. We are always working on building our reputation and remain a premier business group. Our continuous commitment to our social responsibility initiative is one of the key principles of the group



Our Businesses





Lucky Cement Limited is the flagship company of YBG, which has a solid history of exceptional growth performance since its inception in 1993. Lucky Cement manufacturing plants are strategically located in both North and South regions of the country with a combined production capacity of 12.15 Million Tons per annum and is the market leader with almost 17.4 % share of the Pakistan's Cement Market (including Exports). Lucky Cement is also the only cement company to have its own loose cement export terminal at Karachi port with storage capacity of 24,000 tons.



Formerly part of the British industrial giant ICI PLC UK which was acquired by Akzo Nobel N.V. In December 2012 Lucky Holdings Limited acquired majority shareholding in the company making ICI Pakistan a part of Yunus Brothers Group (YBG). ICI Pakistan is the preferred strategic partner for Global Fortune 500 companies in Pakistan. The Company is the largest manufacturer and market leader in Soda Ash, second largest manufacturer of Polyester Staple Fibre, a major player in Seeds, Pesticides, General Chemicals and Animal Health Products as well as a leading manufacturer and marketer of Pharmaceuticals in Pakistan. It also has a Joint Venture with Morinaga Japan Limited for manufacture & marketing of infant milk products in Pakistan





Our energy investments include power generation through multiple sources with a total power generation capacity of 900MW:



ENERGAS



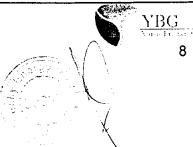
Lucky Energy - Gas powered

Lucky Electric - Coal powered

Lucky Renewables - Wind Powered

Yunus Energy - Wind powered

Energas LNG Terminal





Yunus Textile Mills Limited is a vertically integrated home textile unit established in 1998, consisting of spinning, weaving, dyeing, printing, finishing and cut & sews with a workforce of 9,500 employees. YTML installed 78,800 ring spindles, 2,976 ACO 9 Rotors and 489 Air Jet Looms. With capacity to dyeing and printing 364,000 meters per day, YTML became the number one home textile exporter of Pakistan with 11% share (approx.) of all Home Textiles exported. YTML has its own power generation of 21 MW to fulfill in house power requirements. The company has its international warehousing, distribution and design development offices in USA and France.



GTML was established in 1988 and started production in the year 1990. Initially, it started its operations with only 14,400 spindles. However, with the advent of installation of state-of-the-art automatic machinery and merger with Fazal Textile Mills Limited, increased its capacity to around 342,420 spindles. GTML has 2 manufacturing facilities located at Gadoon Amazai — Khyber Pakhtunkhwa and at Karachi — Sindh. The Company also has a captive power plant with a generation capacity of around 56 MW. GTML is listed on the Pakistan Stock Exchange.



Lucky Textile Mills Limited was established in 1983 and has since remained one of the leading textile manufacturers in the country to-date. The Company is engaged in the activity of manufacturing and export of fabrics, home textile and garments. It has 02 state-of-the-art weaving mills that have altogether 477 Sulzer Shuttle-less looms and 408 Air Jet looms which are equipped with computerized back process comprising of Karlmayer warping and sizing machines. It has the capacity to process 85 million meters per annum of fabric. Further LTML has its own power generation facility of 6 MW. The stitching division is equipped with sophisticated high tech machines that can stitch fabrics and transform them into home textile as well as apparel products with a high degree of precision. Stitching machines including Juki, Brother, Kansai, and automated Texpa plant.





The first professionally managed Ready-mix Concrete business in Pakistan has been launched by Lucky-Paragon JV in March 2007. LPR is a joint venture between Lucky Cement Ltd. & Paragon Constructors (Pvt) Ltd. Full range of products (1000 psi to 10,000 psi) are available both in OPC & SRC



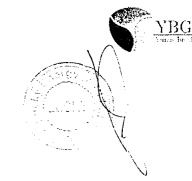
Established in 2004, LKL has become one of the leading value added fashion garment company of Pakistan. The company is involved in the manufacturing and exports of knitted apparel and product line ranges from T-Shirts, Polo Shirts, Hoodies, Jackets, Shorts and Trousers. State of the art vertically integrated manufacturing facility helps to achieve efficiency at every stage of the process.



Lucky Air (Private) Limited is a subsidiary of Lucky Cement Limited and was incorporated in the year 2012 as a private company limited by shares. The company operates an Aircraft of Lucky Cement Limited and provides services for crew, management, technical and engineering for all inbound and outbound flights of the Aircraft.



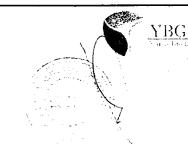
Lucky Commodities was formed in early 2013 as a trading arm of the Yunus Brothers Group. Having a strong corporate base, it started procuring coal for all major industrial purposes in the country. By the end of the first year, the company had acquired a significant share of Pakistan's imported coal market. It is currently catering to around 40% of the country's coal market, ranging from cement to textile, oil & ghee, paper, chemical, steel and other sectors



OCEAN MALL	Ocean Mall and Tower is a masterpiece of modern architecture. The mall offers shoppers and visitors an engaging experience in a convenient shopper-friendly environment with the Ocean Tower is the tallest building in Pakistan offering corporate offices in Pakistan a new place to call home
FOODS	Incorporated in 2015, Lucky Foods has a strategic aim to be one of the leading corporate dairy farms in Pakistan. The company is currently focusing on local animals and has also developed its retail shops and home delivery network to reach household consumers. The company has also ventured into marketing of yogurt, lassi and plans to add more value added dairy products.
LUĆKY © NE	Lucky One Mall is a first-of-its-kind regional shopping mall that has revolutionized the shopping experience in Pakistan. Lucky One Apartments is a magnificent, multifaceted, first-of-its-kind hi-end residential complex that has revolutionized the luxury living experience and shopping experience in Pakistan. Lucky One integrates 7 elegant residential towers and a large 8 - acre Rooftop Park.
CIMKO	Nymba Va Akiba S.A. (NYA), incorporated as a limited liability company in the Democratic Republic of Congo, started commercial operations in November 2016. It is a greenfield project fully integrated cement plant in the Congo Central Province of DRC with a production capacity of 1.18 million tons per annum
_/	Al Mabrooka Cement Manufacturing Limited (AMCMC) was incorporated as limited liability company in

production capacity of 2 million Tons per annum

Basra, Republic of Iraq. AMCML has set up a greenfield cement grinding unit in Basra, Iraq with a



11



Najmat Al Samawah Company for Cement Industry (NAS) was incorporated as a limited liability company in Samawah, Republic of Iraq and is a wholly owned subsidiary of ASLIL. NAS is constructing an integrated cement manufacturing plant of 1.2 million tons per annum.



Lucky Motors Corporation Limited was incorporated in Pakistan in December 2016 as a public unlisted company. The objective of the company is to carry out the business of assembling, marketing, distribution and sales of KIA vehicles, parts and accessories in Pakistan in collaboration with KIA Motors Corporation, South Korea. KLM was awarded with category "A" greenfield investment status in June 2017 by the Ministry of Industries and Production and is the first company to get such status under Automotive Development Policy 2016 – 2021. KLM has the production capacity of 50,000 units annually.

Achievements & Awards

- Lucky Cement recognized amongst the "Best under a Billion" list by Forbes Asia
- Lucky Cement listed on the London Stock Exchange
- ICI Pakistan Limited recognized as the "Best Place to Work" and "Best in the Manufacturing / Engineering industry" by Pakistan Society of HR Management
- Multiple "Corporate Excellence Awards" from Management Association of Pakistan for group companies
- Multiple "KSE Top 25 Companies Awards" for group companies
- Multiple 'Brand of the Year' Awards by FPCCI
- ICI awarded "Best Corporate & Sustainability Award" by ICAP and ICMAP
- Lucky Cement awarded Health, Safety and Environment Awarded by The Professionals Network
- Multiple Environmental Excellence Awards by The National Forum for Environment and Health
- Lucky Cement awarded "Quality Standard Award" by The Consumers Eye Pakistan (TCEP)
- "Export and Innovation Award" by The Trade Development Authority of Pakistan
- "Corporate Social Responsibility Award" by National Forum for Environment & Health
- "Business Excellence Award" by KPCCI



Thank You



3(4)(c)(i)(a) *

Certified copies of certificate of incorporation

GOVERNMENT OF PAKISTAN



CERTIFICATE OF INCORPORATION

(Under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)

Comp	pany	Registration No.	K	-04740	of 19 <u>93-94.</u>	-
	I her	eby certify that	TUCKY	ENERGY	LIMITED,	
			===		*##	_
			222		543	_
is th	is d	ay incorporated	under	the Compai	nies Ordinance, 198	84
(XL)	VII c	of 1984) and tha	at the co	ompany is l	imited by shares	
as	a P	ublic Company	7.			
	Give	n under my ha	nd at		CARACHI	_
`this _		24TH	ċ	lay of	JULY	
one	thou	sand nine hund	red and _	NINETY T	HREE	
Fee	Rs	.1,54,120/=		WE STA	P to moles limited	•
		ANYARE	STRUTTON	ation Office		
		₩ KARACH) 	(Bay 1	MAHA HALLUATTA	•
CRO-	- 1.	کراچی ت بات از روع 1797 00	PAKISTA	//	Joint Registrar of Companies SINDH.	1 /
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3(4)(c)(i)(b) *

Certified copies of memorandum and articles of association

THE COMPANIES ORDINANCE, 1984

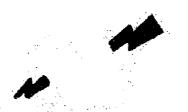
(PRIVATE COMPANY LIMITED BY SHARES)

MEMORANDUM

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ARTICLES OF ASSOCIATION

OF



LUCKY ENERGY (PVT) LIMITED

GOVERNMENT OF PAKISTAN



CERTIFICATE FOR COMMENCEMENT OF BUSINESS

[Under section 146 (2) of the Companies Ordinance, 1984 (XLVII of 1984]

I hereby certify that the		RGY LIMITED	
	which	was incorporate	ed under the
Companies Ordinance, 1984 (XLVII	•	·	
day of	and	which has filed a	a duly verified
declaration in the prescribed from that	the conditions o	of clauses (a) to (e)	of sub-section
(1) of section 146 of the said Ord	inance have bee	en complied with,	is entitled to
commence business.			
Given under my hand at -		KARACHI	
this 23RD			
one thousand nine hundred and $^{ exttt{M}}$	•		
Fee Rs700/			

C.R.O.4

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GOVERNMENT OF PAKISTAN



CERTIFICATE OF INCORPORATION

(Under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)

Company Registratio	n No. <u>K-047</u>	40 of 19 <u>93-94.</u>				
I hereby certify	that LUCKY E	NERGY LIMITED.				
	===					
	===					
is this day incorpor	ated under the C	companies Ordinance, 1984				
		y is limited by shares				
as a Public Com	pany.					
Given under my hand at KARACHI						
this 24TH	day of	JULY				
one thousand nine h	undred and NINI	CTY THREE				
Fee Rs. 1.54,120/	=	·				
THE TANK A	Y RESISTRATION OFFICE	Afaullel				
CRO-1. \\	ال مالح	(ATTÄULLAH KHAN) Joint Registrar				

SINDH.

No. CO.44/15/2000-SECURITIES & EXCHANGE COMMISSION OF PAKISTAN

ORDER

IN THE MATTER OF LUCKY ENERGY LIMITED.

This is an application under section 44 of the Companies Ordinance, 1984 by M/s. Lucky Energy Limited seeking approval of the Commission to convert it into a private company. The company has amended its Articles of Association by passing a Special Resolution on 23rd September, 2000. According to the report furnished by the concerned Registrar, there are Seventeen members of the company who have consented for conversion and the creditors of the company have given in writing that they have no objection to the proposed conversion.

2. In view of the above, requisite approval is hereby granted to the applicant company.

(ABDUL REHMAN QURESHI)
COMMISSIONER

Announced.

Islamabad, the 'December 12000

OERTIFIED TO BE TRUE OOPY

RIAZ AHMED
Joint Director
Securities & Exchange
Commission of Pakistan
Islamabad



[No. K-0030832/Com/2009]

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

PETITION UNDER SECTION 21 OF THE COMPANIES ORDINANCE, 1984

ORDER

IN THE MATTER OF M/S. LUCKY ENERGY (PRIVATE) LIMITED

This is an application made under section 21 of the Companies Ordinance, 1984 seeking confirmation of Special Resolution passed by the petitioner company on 15.02.2009 amending the Memorandum of Association so as to delete sub clause-I of clause-III, insert seven new sub clauses-1 to 5 and 16 and 17 of clause-III as below and accordingly renumber the existing sub clauses. The new sub clauses added are to be read as under:-

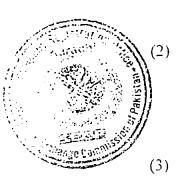
(1) To set up, operate, maintain and develop wind power generation projects to generate, accumulate, distribute and supply electricity and light to sister concern companies/branches, W.A.P.D.A., K.E.S.C., industries, cities, towns, streets, docks, markets, theatres, buildings and places both public and private.

To carry out the construction and manufacture of wind, thermal gas, hydroelectric and thermal energy projects such as gas energy, solar, energy, bio-thermal energy and to construct, establish and install necessary power stations, cables, wire, lines, accumulators, lamps and works.

To import, purchase, supply and acquire all kinds of raw and other materials for generation of energy/ electricity and sell, transmit and deliver the same thus generated anywhere in Pakistan.

(4) To initiate, organize and to carry on the business of manufacturer, importer, exporter, assembler and supplier of all kinds of heavy and light apparatus for the purpose of electric generation and also manufacture, import, export, supply and assemble accumulate wire, lumps, meters, batteries and all kind of engineering goods.

(5) To provide consultancy, maintenance services and technical assistance to all kinds of power projects.



To establish, support or aid in the establishment of associations, society, clubs, buildings, housing schemes, funds, trusts, educational, scientific, technical, literary religious, national and charitable institutions and other conveniences of public nature, calculated to benefit any of the employees or ex-employees, including directors and ex-directors of the Company or their dependants and to grant or provide donations, pensions, gratuities, charitable aids and allowances to such persons or their dependants and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to make gifts and bonuses to persons in the employment of the Company.

(17)

To amalgamate with any other company having objects altogether or in part similar to those of this Company, and to enter into partnership, agreement or any arrangement for sharing profits, union of interest, co-operation, joint-venture, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about business or transaction which this Company is authorized to carry on or engage in, or about business or transaction capable of being conducted so as directly or indirectly to benefit this company.

It is considered necessary and expedient to amend object clause-III of the Memorandum of Association of the company in order to enlarge and extend the scope of business activities for more profitable purpose. The proposed alteration is permissible under section 21(1) (d) of the Companies Ordinance, 1984.

In view of the above, Special Resolution passed by the company on 15.02.2009 for the aforesaid alteration in the Memorandum of Association is hereby confirmed. Further actions under section 24 of the Companies Ordinance 1984, shall be taken by the petitioner.

(SHAUKAT HUSSAIN) ADDITIONAL REGISTRAR

Announced: Karachi, March 19, 2009.

Certified to be true Copy

negistant Registrar of Companies

C. 13876. dx 31/

THE COMPANIES ORDINANCE, 1984 PRIVATE COMPANY LIMITED BY SHARE

MEMORANDUM OF ASSOCIATION

OF LUCKY ENERGY (PRIVATE) LIMITED

NAME

I. The name of the Company is "LUCKY ENERGY (PRIVATE) LIMITED".

REGISTERED OFFICE

II. The 'Registered Office' of the Company will be situated in the Province of Sindh.

OBJECT

- III. The Objects for which the Company is formed are as under:
 - 1. To set up, operate, maintain and develop wind power generation projects to generate, accumulate, distribute and supply electricity and light to sister concern companies / branches, W.A.P.D.A., K.E.S.C., industries, cities, towns, streets, docks, markets, theatres, buildings and places both public and private.
- 2. To carry out the construction and manufacture of wind, thermal gas, hydroelectric and thermal energy projects such as gas energy, solar energy, bio-thermal energy and to construct, establish and install necessary power stations, cables, wires, lines, accumulators, lamps and works.
- 3. To import, purchase, supply and acquire all kinds of raw and other materials for generation of energy / electricity and sell, transmit and deliver the same thus generated anywhere in Pakistan.
- 4. To initiate, organize and to carry on the business of manufacturer, importer, exporter, assembler and supplier of all kinds of heavy and light apparatus for the purpose of electric generation and also manufacture, import, export, supply and assemble accumulate wire, lumps, meters, batteries and all kind of engineering goods.
- 5. To provide consultancy, maintenance services and technical assistance to all kinds of power projects.



- 6. To purchase, acquire and takeover all or any part of the business, properties and assets, undertaking and liabilities of any other business carried on by any person, firm or Company having similar objects of this company, alongwith the name, goodwill, licences, quotas, tenancy rights, agencies, concessions or any other rights and privileges which the Company may think necessary or convenient for the purposes of its business.
- 7. To underwrite the shares, stocks or securities of any other company and to invest or deposit funds of the Company, not immediately required. in such shares, stocks, debentures, bonds, obligations and securities or in any investment movable or immovable in any other business having objects similar to those of this Company, in such manner as may from time to time be decided, but not to function as an investment Company.
- 8. To borrow or raise monies from members, directors and from financial institutions with or without securities or secure by liquid assets, debentures, perpetual or terminable or otherwise issue at par or at a premium or discount or by mortgage, hypothecation, pledge or other assets, present ort future of the Company.
- 9. To advance money of Company's manufacturing and trading business with or without security to such person and on such terms as may seem expedient and in particular to customers of and persons having dealings with the Company, provided that the Company shall not carry on business of banking as defined by Banking Companies Ordinance, subject to any restrictions under the law.
- 10. To take on lease, hire purchase or acquire by license or otherwise, any land. plantation, rights over or connected with lands, buildings, mills, factories, plant, machinery, apparatus, works, lorries, wagons, carts, live-stock-in-trade, rights, privileges and movable or immovable property of any description which may be deemed convenient or necessary for any business which the Company is authorized to carry on.
- 11. To acquire, construct. improve. develop, exchange, lease. mortgage, pledge, sell or otherwise dispose of the whole or any part of the undertakings of the Company or any lands, business, property, rights of any kind in the Company or any share or interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures of any other corporation or company having object altogether or in part similar to those of the Company.
- 12. To create any depreciation fund, reserve fund, sinking fund or other fund, whether for depreciation or for repairing, improving, extending or maintaining any of properties of the Company or for redeemable debentures or for any other purpose whatsoever conducive to the interest of the Company.
- 13. To pay all or any costs, charges, brokerage, commission and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company.

- 14. To enter into any arrangements with any government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority, any rights privileges and concessions which the Company may think desirable to obtain, and to carry out, exercise and to comply with any such arrangements, rights, privileges, and concessions.
- 15. To do all such other things as are incidental or conducive in the opinion of the Company to the attainment of the above objects.
- 16. To establish, support or aid in the establishment of associations, society, clubs, buildings, housing schemes, funds, trusts, educational, scientific, technical, literary religious, national and charitable institutions and other conveniences of public nature, calculated to benefit any of the employees or ex-employees, including directors and ex-directors of the Company or their dependants and to grant or provide donations, pensions, gratuities, charitable aids and allowances to such persons or their dependants and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to make gifts and bonuses to persons in the employment of the Company.
- 17. To amalgamate with any other company having objects altogether or in part similar to those of this Company, and to enter into partnership, agreement or any arrangement for sharing profits, union of interest, co-operation, joint-venture, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about business or transaction which this Company is authorized to carry on or engage in, or about business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- 18. It is declared that notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association, nothing contained therein shall be construed as empowering the Company to undertake or indulge in the business, directly or indirectly, as restricted under the law or any other unlawful business operations.
- 19. It is hereby undertaken that the Company shall not engaged in Banking business, directly or indirectly, business of an Investment Company, Insurance Company or Managing agency or leasing business as restricted under the law or any other unlawful business.

LIABILITY OF MEMBERS

IV. The liability of the members is limited.

CAPITAL

V. The Authorised Capital of the Company is Rs. 100.000,000/- (Rupees One Hundred Million), divided into 10,000,000 (Ten Million) Ordinary Shares of Rs.10/- each with power to increase, reduce sub-divide, consolidate or reorganise the Capital of the Company and to divide the shares in the Capital of the Company into several classes in accordance with the provisions of the Companies Ordinance, 1984.

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

Sr. No.	Name and Surname (Present & Former in Full (in Block Letters)	Father's / Husband's Name in Full	Nationality	Occupation	Residential Address in full	No. of Shares taken	Signature of Subscriber
1.	A. Razak	A. Aziz	Pakistani	Business (Industrialist)	17/1/A, Mohammad Ali Housing Society, Johar Road, Karachi	500	
2.	M. Yunus	A.Aziz	Pakistani	Business (Industrialist)	53-A, Adamjee Nagar, Johar Road, Karachi	500	
3.	Sohail	M. Yunus	Pakistani	Business (Industrialist)	53-A, Adamjee Nagar, Johar Road, Karachi	500	
4.	Mohammad Ali	A. Razak	Pakistani	Business (Industrialist)	17/1/A, Mohammad Ali Housing Society, Johar Road, Karachi	500	
5.	Imran	M. Yunus	Pakistani	Business (Industrialist)	53-A, Adamjee Nagar, Johar Road, Karachi	500	
6.	Javed	M. Yunus	Pakistani	Business (Industrialist)	53-A, Adamjee Nagar, Johar Road, Karachi	500	
7.	Ilyas Ismail	Ismail	Pakistani	Business (Industrialist)	104-A, Adamjee Nagar, Karachi	500 3,500	

Dated the 14th day of July 1993.

WITNESS: RAFIQUEKHANANI

L-A, 2/B, Block 21, Federal `B' Area,

Karachi

Occupation: Service.

THE COMPANIES ORDINANCE, 1984

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LUCKY ENERGY (PRIVATE) LIMITED

PRELIMINARY

1. The Regulations contained in Table 'A' in the First Schedule to the Companies Ordinance, 1984 shall not apply to the Company except to the extent and as hereinafter, expressly incorporated. In case of any conflict between the provisions referred to and the provisions herein contained and the incorporated Regulations of Table 'A', the provisions herein contained shall prevail.

Company to be governed by the Articles & Table 'A' not to apply.

INTERPRETATION

2. In the interpretation of these Articles, words importing the singular shall include the plural, and vice versa and words importing the masculine gender shall include feminine gender and words importing persons shall also include corporate bodies.

'Articles' means these Articles as originally framed or as from time to time altered in accordance with law.

Articles

'Board' means Board of Directors for the time being of the company.

Board

'Commission' means Securities and Exchange Commission of Pakistan.

Commission

'Chief Executive' means an individual who subject to the control and directions of the directors, is entrusted with the whole or substantially the whole, of the powers of management of the affairs of the company and includes a director or any other person occupying the position of a chief executive, by whatever name called, and whether under a contract of service or otherwise.

Chief Executive

The name of the Company is LUCKY ENERGY (PRIVATE) LIMITED.

Company

Directors

'Directors' means the Directors for the time being of the company.

Dividend

'Dividend' includes bonus.

Document

'Document' includes summon, notice, requisition, order, other legal process, voucher and register.

Month

'Month' means the calendar month according to the English Calendar.

Office

'The Office' means the Registered Office for the time being of the Company.

Ordinance

'The Ordinance' means the Companies Ordinance, 1984.

Proxy

'Proxy' includes Attorney duly constituted under a Power of Attorney.

Register

'The Register' means the Register of Members to be kept in pursuance to Section 147 of the Ordinance.

Registrar

'The Registrar' means the Registrar of Joint Stock Companies having jurisdiction on the Company.

Redeemable Capital 'Redeemable Capital' includes finance obtained on the basis of Participation Terms Certificate (PTC), Musharika Certificate, Term Finance Certificate (TFC) or any other security or obligation not based on interest, other than an ordinary share of a company representing an instrument or a certificate of specified denomination, called the face value or nominal value evidencing investment of the holder in the capital of the company on terms and conditions of the agreement for the issue of such instrument or certificate or such other certificate or instrument as the Federal Government may, by notification in the official Gazette, specify for the purpose.

Section

'Section' means Section of the Ordinance.

Seal

'The Seal' means the common seal of the Company.

Security

'Security' means any share, script, debenture, participation term certificate, modaraba certificate, musharika certificate, term finance certificate, bond, pre-organization certificate or such other instrument as the Federal Government may, by notification in the official Gazette, specify for the purpose.

Writing

'In Writing' and written include printing, lithography and other modes of representing or reproducing words in a visible form.

Expression

Words and phrases used herein but not defined shall be assigned the same meaning as given to them in the Ordinance.

BUSINESS

3. The business of the company shall include the several objects expressed in the various clauses of the Memorandum of Association or any of them.

Object

4. The business of the Company may be commenced as soon as after the incorporation of the Company or as the Directors shall think fit, notwithstanding that a part of the capital has been subscribed.

Commencement

PRIVATE COMPANY

5. The Company is private company within the meaning of Section 2 (1) Clause (28) and accordingly:

Private Company

- a) No invitation shall be issued to public to subscribe for any share or debenture of the Company.
- b) The number of members of the Company (exclusive of the members in the employment of the Company) shall be limited to fifty, provided that for the purpose of these provisions where two or more persons hold one or more shares jointly in the Company, they shall be treated as single member; and
- c) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter provided.
- 6. The Capital of the Company is Rs.100,000,000/= (Rupees One Hundred Million) divided into 10,000,000 (Ten Million) Ordinary shares of Rs.10/- (Rupees Ten) each with power to increase or reduce the capital and to divide the share in the capital for the time being into several classes provided however, that rights as between various classes of ordinary shares (if any) as to profits, votes and other benefits shall be strictly proportionate to the paid-up value of the shares.

Share Capital

7. The Shares shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, on such terms and conditions and at such times as the Directors think fit and with full power to give to any person the right to call for the allotment of any shares at a premium or at par or (subject to the provisions of the Ordinance) at a discount and for such time and for such consideration as the Directors think fit. However while issuing further shares, requirements of Section 86 shall be observed.

Allotment of shares under Director's Control

Offer for Subscription 8. No share shall be offered for subscription except upon the term that the amount payable on application shall be the full amount of the nominal value of the share.

Return of Allotment

9. The directors shall, as regards any allotment of shares, duly comply with such provisions of Section 73, as may be applicable thereto.

Certificate

10. Every person whose name is entered as member in the register of members shall, without payment, be entitled to receive, within ninety days after allotment or within forty-five days of the application of registration of transfer, a certificate under the seal specifying the share or shares held by him and the amount paid up thereon.

Joint holder

11. 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 shares to banks and financial institutions 12. As provided in Section 87, the Directors may issue ordinary shares or grant option to convert into ordinary shares, the outstanding balance of any loans, advances or credits or other non-interest bearing securities and obligations outstanding or having a terms of not less than three years in the manner provided in any contract with any schedule bank or a financial institution to the extent of twenty percent of such balance.

Issue of Redeemable Capital 13. The Director may issue to banks or financial institution either severally, jointly or through a syndicate, Redeemable Capital in consideration of any funds, moneys, accommodations received or against promise, guarantee, undertaking or indemnity issued to or in favour or benefit of the company.

Duplicate Certificate 14. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one rupee, and on such terms, if any, as to evidence and indemnity and payment of expenses incurred by the company in investigating title, as the directors think fit. Within forty-five days of application, directors shall issue certificate to the applicant.

TRANSFER OF SHARES

Restriction on Transfer 15. No transfer of any share shall be made or registered without previous sanction of the majority of Directors who may without assigning any reason decline to give any such sanction and shall so decline in the case of the transfer of shares, the registration of which will involve a contravention of Article 5.

Execution of Transfer

16. The instrument of transfer of any share in the company shall be executed both by the transferor and the 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. No transfer shall be made to an infant or persons of unsound mind.

17. Shares in the company shall be transferred in any usual or common form which the directors shall approve.

Form of Transfer

TRANSMISSION OF SHARES

18. The executors, administrators, heirs or nominees, as the case may be, of a deceased sole holder of share shall be the only persons recognised by the company as having any title to the share, in the case of share registered in the name of two or more holders the survivors or survivor, or the executors or administrators of the deceased survivor, shall be the only persons recognised by the company as having any title to the share.

Shares of Deceased

19. A member/shareholder may deposit with the company a nomination conferring on one or more persons the right to acquire the interest in the shares therein specified in the event of his death. Regulation of Section 80 will apply in case of all such nominations.

Nomination by Members

20. Any person becoming entitled to a share in consequence of the death or insolvency of a member shall, upon such evidence being produced as may from time to time be required by the directors, having 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 directors shall in either case having 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 death or insolvency.

Entitlement of Shares

21. A person becoming entitled to a share by reason of the death or insolvency 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 member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

Entitlement of Dividend

ALTERATION OF CAPITAL

22. The company may, from time to time by special resolution increase the share capital by such sum to be divided into shares of such amount, as the resolution shall prescribe. The new shares shall be subject to same provisions with reference to transfer, transmission and otherwise as the shares in the original share capital.

Increase in Share Capital



Consolidation Division. Subdivisions and Cancellation of Shares

- 23. The company, by special resolution:
 - a) consolidate and divide its share capital into shares of larger amount than its existing shares;
 - b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum of association, subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 92; and
 - c) cancel any shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person.

Reduction of Capital

24. The company may by special resolution, reduce its share capital in any manner and with, and subject to, any incident authorized and consent required by Sections 96 to 106.

GENERAL MEETINGS

Annual General Meeting

25. A general meeting to be called annual general meeting shall be held as may be determined by the directors in accordance with the provisions of Section 158, within eighteen months from the date of incorporation of the company and thereafter once at least in every calendar year within a period of six months following the close of its financial year and not more than fifteen months after the holding of its last preceding annual general meeting.

Extra Ordinary General Meeting 26. All general meetings of a company other than annual general meeting shall be called extraordinary general meetings.

Calling of an Extra Ordinary General Meeting The directors may, whenever they think fit, call an extraordinary general meeting. Extraordinary general meeting shall also be called on such requisitionists, or in default, may be called by such requisitionists, as is provided by Section 159. If at any time there are not within Pakistan sufficient directors capable of acting to form a quorum, any director of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be called by the directors.

NOTICE AND PROCEEDINGS OF GENERAL MEETINGS

Notice

28. 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, day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in manner provided by the Ordinance for the general meeting, to such persons as are, under the Ordinance or the regulations of the company,

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entitled to receive such notices from the company; but the accidental omission to give notice to, or the non-receipt of notice by, any member shall not invalidate the proceedings at any general meeting. In case of extraordinary meeting a shorter notice may be given with the consent of Registrar as provided in Section 159 and for passing a special resolution, meeting may be conveyed on a shorter notice with the consent of all the members as provided in Section 2 (1) (36).

29. 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 the directors, and auditors, the election of directors, the appointment of, and the fixing of the remuneration of the auditors.

Special Business

30. No business shall be transacted at any general meeting unless a quorum of members is present at that time when the meeting proceeds to business; save as herein otherwise provided, members having twenty five per cent of the voting power present in person or through proxy and two members personally present, shall be a quorum.

Quorum

31. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if called upon the requisition of members shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present, being not less than two, shall be a quorum.

Adjourned Meeting

32. The chairman of the board of directors, if any, shall preside as chairman at every general meeting of the company, but if there is such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for the meeting, or is unwilling to act as chairman, any one of the directors present may be elected to be chairman, and if none of the directors is present, or willing to act as chairman, the members present shall choose one of their number to be chairman.

Chairman

33. The chairman may, with the consent of any meeting at which quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Power to Adjourn General meeting



Adoption of Resolution

34. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded. Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the company shall, be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

Demand for Poll

35. A poll may be demanded only in accordance with the provisions of Section 167.

Manner and Time of Taking Poll

36. If a poll is duly demanded, it shall be taken in accordance with manner laid down in Section 168 and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of chairman or on a question of adjournment shall be taken at once.

Casting Vote

37. In the case of an inequality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall have and exercise a second or casting vote.

VOTES OF MEMBER

Right to Vote

38. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote except for election of directors in which case the provisions of Section 178 shall apply. On a poll every members shall have voting rights as laid down in Section 160.

Vote of Joint holder

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

Vote by Proxy and by Corporate Representative

40. On a poll votes may be given either personally or by proxy; Provided that no body corporate shall vote by proxy as long as a resolution of its directors in accordance with the provisions of Section 162 is in force.

Proxy to be in writing

41. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy must be a member.

Deposit of instrument of Proxy

42. The instrument appointing a proxy and the power-of-attorney or other authority (if any) under which it is signed or a notarially certified copy of

that power or authority, shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.

43. An instrument appointing a proxy may be in any usual or common form as near thereto as may be which the directors shall approve.

Form of Proxy

DIRECTORS

44. At the time of adaptation of these Articles, the following were the Directors of the Company:

Directors

- Mr. A. Razak A. Aziz 1.
- 5. Mr. Imran M. Yunus
- 2. Mr. M. Yunus A. Aziz
- Mr. Javed M. Yunus 6.
- 3. Mr. Sohail M. Yunus
- 7. Mr. Ilyas Ismail
- Mr. Mohammad Ali A. Razak 4.
- 45. Subject to the provisions of the Ordinance, the Company may from time to time in general meeting increase or decrease the number of directors. However such number shall not in any case be less than two.

Number of Directors

The company may have directors nominated by the company's 46. creditors or other special interest by virtue of contractual agreements.

Nominated Directors

47. A Director who is about to leave or is absent from Pakistan may with the approval of the Directors appoint any person to be an Alternate Director during his absence from the country provided such absence shall not be less than for a period of three months and such appointment shall have effect and such appointee whilst he holds office as an Alternate Director, shall be entitled to notice of the meeting of the Directors, and to attend and vote thereat accordingly, but shall ipso facto vacate office when his appointor returns to the country or vacates office as Director, if the company in General Meeting removes the appointee from office and any appointment and removal under the clause shall be affected by notice in writing under the hand of director making the same.

Alternate Director

48. The remuneration of director for performing extra services, including holding of the office of Chairman, and the remuneration to be paid to any director for attending the Meeting of the Directors or a committee of Directors shall from the time to time be determined by the Board of Directors in accordance with the law.

Remuneration of Director

POWERS AND DUTIES AND DIRECTORS

Management of Business

49. The business of the company shall be managed by the directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such power of the company as are not, by the Ordinance or any statutory modification thereof for the time being in force, or by these regulations, required to be exercised by the company in general meeting subject nevertheless to the provisions of the Ordinance or to any of these regulations, and such regulations being not inconsistent with the aforesaid 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 directors which would have been valid if that regulation had not been made.

Power to appoint Attorney

50. The Directors may from time to time by power of attorney under the Company's Seal, appoint any person or persons to be the attorney(s) of Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in, or exerciseable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit. Any such attorney (s) may, if authorised by the Directors, delegate all or any of the powers vested in him/them.

Filing of Returns

51. The directors shall duly comply with the provisions of the Ordinance 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 mortgages 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.

Power to Borrow

52. Subject to the provisions of Section 196, the Directors may from time to time at their discretion borrow such sum or sums as they may think fit for the purpose of the company including from any banks and financial institutions and secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions as they think fit by mortgage or charge upon the whole or any part of the property, present and future or any such other way as the Directors may think expedient. The company may raise and secure payment of any sum by issue of Redeemable Capital. The Redeemable Capital may be issued at a discount, premium or otherwise with special privilege as to redemption, conversion into share with voting rights and their subsequent reconversion to Redeemable Capital.

53. The Directors shall cause a proper register to be kept in accordance with Section 135 of all mortgages and charges specifically affecting the property of the company and shall duly comply with the requirements of Sections 121, 122 and 129 in regard to registration of mortgages and charges and shall also duly comply with the requirements of Section 130 as to keeping a copy of every instrument creating any mortgage or charge and requirements of Section 132 as to giving intimation of the payment or satisfaction of any charge or mortgage created by the company.

Mortgages and Charges

54. Every director or his relative who is in any way, whether directly or indirectly, concerned or interested in any contract or arrangement entered into, or to be entered into, by or on behalf of the company shall disclose the nature of his concern or interest at a meeting of the directors, as required by Section 214.

Disclosure of Interest by Directors

55. The directors shall cause minutes to be made in books provided for the purpose:

Minutes to be made

- a) of all appointments of officers made by the directors;
- b) of the names of the directors present at each meeting of the directors and of any committee of the directors.
- c) of all resolutions and proceedings at all meetings of the company and of the directors and committees of directors.

and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose.

DISQUALIFICATION OF DIRECTORS

56. No person shall become director of the Company if he suffers from any of the disabilities or disqualifications mentioned in Section 187 and if already a director, shall cease to hold such office from the date he so becomes disqualified or disabled: Provided, however that no director shall vacate his office by reason only of his being a member of any company which has entered into contracts with, or done any work for the company of which he is director, but such director shall not vote in respect of any such contract or work, and if he does so vote, his vote shall not be counted.

Ineligibility



PROCEEDINGS OF DIRECTORS

Meetings of Directors

57. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. The quorum for the meeting shall be fixed by the directors and unless so fixed shall be two. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have and exercise a second or casing vote. A director may, and the secretary on the requisition of director shall, at anytime summon a meeting of directors. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from Pakistan.

Delegation of Power to Committees

58. The directors may delegate any of their powers not required to be exercised in their meeting to committees consisting of such member or members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any restrictions that may be imposed on them by the directors.

Chairman

59. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same or is unwilling to act as chairman, the directors present may choose one of their number to be chairman of the meeting.

Chairman of Committee Meetings

60. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same or is unwilling to act as chairman, the members present may choose one of their number to be chairman of the meeting.

Proceedings of Committee Members

61. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. In case of an equality of votes, the chairman shall have and exercise a second or casting vote.

Validity of Director's Act

62. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a 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 person had been duly appointed and was qualified to be a director.

Resolution in Writing

63. A resolution in writing signed by all the directors or affirmed by them through telex or telegram shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held.

ELECTION AND REMOVAL OF DIRECTORS

64. The First Directors of the Company shall retire from their offices at the first Annual General Meeting of the Company, and directors shall be elected in their place in accordance with Section 178 for a term of three years, unless they resign earlier, become disqualified for being Directors or otherwise cease to hold office.

Period of Office

65. The Directors shall comply with the provisions of Section 174 to 178, 180 and 184 relating to election of directors and matters ancillary thereto.

Election

66. A retiring director shall be eligible for re-election.

Eligibility

67. Any casual vacancy occurring on the board of directors may be filled up by the directors but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is chosen was last elected as director.

Casual Vacancy

68. The number of directors determined by the Board shall be elected to hold office by the members in general meeting in the following manner:

Mode of Election

- a) A member shall have such number of votes as is equal to the product of the number of voting shares or securities 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; and
- 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.
- 69. The Company may by resolution in general meeting remove a director appointed under Section 176 or Section 180 or elected in the manner provided for in Section 178.

Removal

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 director at the immediately preceding election of directors, if the resolution relates to removal of a director elected in the manner provided in sub-section (5) of Section 178; or
- the total number of votes for the time being computed in the manner laid down in sub-section (5) of Section 178 divided by the number of directors for the time being, if the resolution relates to removal of a director appointed under Section 176 or Section 180.

Vacation of Office

- 70. A director shall ipso facto cease to hold office if:
 - a) he becomes ineligible to be appointed a director on any one or more of the grounds enumerated in Section 187.
 - 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 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 legal or technical adviser or a banker; or
 - ii) accepts a loan or guarantee from the company in contravention of Section 195.

CHIEF EXECUTIVE

First Appointment

71. The directors of the company as from a date not later than the fifteenth day after the date of its incorporation appoint any individual to be the chief executive of the company

Form of Office

72. The chief executive appointed as aforesaid shall, unless he earlier resigns or otherwise ceases to hold office, hold office upto the first annual general meeting of the company or, if a shorter period is fixed by the directors at the time of his appointment, for such period.

Subsequent Appointment and Term of Office

73. Within fourteen days from the date of election of directors under Section 178 or the office of the Chief Executive falling vacant, as the case may be, the directors of a company shall appoint any person, including an elected director, to be the chief executive, but such appointment shall not be for a period exceeding three years from the date of appointment.

74. On the expiry of his term of office under Section 198 or 199, a chief executive shall be eligible for reappointment.

Eligibility for Reappointment

75. The chief executive retiring under Section 198 or 199 shall continue to perform his functions until his successor is appointed unless non-appointment of his successor is due to any fault on his part or his office is expressly terminated.

Continuation of Office until Appointment of Successor

76. The terms and conditions of appointment of a chief executive shall be determined by the directors.

Terms and Conditions

77. The chief executive 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 that office.

Deemed to be Director

78. No person who is ineligible to become a director of a company under Section 187 shall be appointed or continue as the chief executive of the company.

Ineligibility

79. The directors of a company by resolution passed by not less than three fourths of the total number of directors for the time being or the company by a special resolution may remove a chief executive before the expiration of his term of office notwithstanding anything contained in these articles or in any agreement between the company and such chief executive.

Removal

SEAL

80. The company shall have a common seal and the director shall provide for the safe custody thereof. The seal shall not be affixed to any instrument except by the authority of a resolution of the board of directors or by a committee of directors authorised in that behalf by the directors and two directors or one director and the secretary of the company shall sign every instrument to which the common seal is affixed.

Common Seal

81. The directors may provided for the use in any territory, district or place not situated in Pakistan of an official seal which shall be facsimile of the common seal of the Company with addition on its face of the name of every territory, district or place where it is to be used. The provisions of Section 213 shall apply to the use of such official seal.

Official Seal



DIVIDENDS AND RESERVES

Declaration of Dividend

82. The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the directors.

Interim Dividend

83. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

Dividend out of Profits only

84. No dividends shall be paid otherwise than out of profits of the year or any other undistributed profits.

No dividend out of Capital Profits

85. No dividend shall be declared or paid out of profits made from sale or disposal of any immovable property or assets of Capital nature comprised in the undertaking except after such profits are set off or adjusted against losses arising from the sale of any such immovable property or assets of Capital nature.

Dividend in proportion to amount paid

86. Subject to the rights persons (if any) entitled to shares with special rights as to dividends, all dividend shall be declared and paid according to the amounts paid on the shares, if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

Dividend in Specie

87. Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular, of paid up shares or debentures either of the company or of any other company or in any one or more such ways.

Transfer to Reserve

88. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of company or be invested in such investments (other than shares of the company) as the directors, may subject to the provisions of the Ordinance, from time to time, think fit.

Retention of Profits

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

90. Any General Meeting may resolve that moneys, investments or other assets forming part of the Company standing to the credit of the Reserve Funds or in the hands of the Company and available for dividend or representing shares premium accounts be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized funds be applied on behalf of such shareholders in paying up in full any unissued shares of the Company which shall be distributed accordingly and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.

Capitalization of Reserve

91. If several persons are registered as joint-holders of any shares, any one of them may give effectual receipt for any dividend payable on the share.

Dividend to Jointholders

92. The dividend shall be paid within thirty days of the declaration or otherwise in accordance with Section 251 of the Companies Ordinance, 1984.

Time of Payment

BOOKS AND ACCOUNTS

93. The directors shall cause to be kept proper books of account as required under Section 230.

Books of Account

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

Place where Books of Account kept

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

Inspection by Members

96. The directors shall as required by Sections 233 and 236 cause to be prepared and to be laid before the company in general meeting such profit and loss accounts or income and expenditure accounts and balance sheet duly audited and reports as are referred to in those sections.

Annual Accounts



Presentation of Annual Accounts before Annual General Meeting 97. A balance sheet, profit and loss account, income and expenditure account and other reports referred to in clause 96 above shall be made out in every year and laid before the company in the annual general meeting made up to date not more than six months before such meeting. The balance sheet and profit and loss account or income and expenditure account shall be accompanied by a report of the auditors of the company and the report of directors.

When Accounts Settled 98. Every account of the Company when audited and approved by a general meeting shall be conclusive except as regard any errors discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

Copies to be sent to Members

99. A copy of the balance sheet and profit and loss account or income and expenditure account and reports of directors and auditors shall, at least twenty one days preceding the meeting be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder.

Compliances with Ordinance

100. The directors shall in all respects comply with the provisions of Sections 230 to 236.

AUDIT

Audit

101. Auditors shall be appointed and their duties regulated in accordance with Sections 252 to 255.

NOTICES

Mode of Service of 102.

102. A notice may be given by the company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address in Pakistan) to the address, if any, within Pakistan supplied by him to the company for the giving of notices to him. 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 by Newspaper 103. If a member has no registered address in Pakistan, and has not supplied to the company an address within 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 of the registered office of the company shall be deemed to be duly given to him on the day on which the advertisement appears.



104. A notice may be given by the company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

Notice to Jointholders

105. A notice may be given by the company to the person 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 of 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 person claiming to be so entitled or (until such an address as 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 to person entitled to transmission

106. Notice of every general meeting shall be given in some manner hereinbefore authorised to:

Notice of General meeting

- 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 Pakistan, for the giving of notice 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.

SECRECY

107. Every Director, Chief Executive, Secretary, Auditor, Trustee, Member of Committee, Officer, Servant, Agent, Accountant or other person employed in business of the Company shall, if so required by the directors before entering upon this duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such 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 to do so by the directors or by any meeting or by a court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents.

Secrecy

Members' Access to Company Premises 108. No member or other person (not being a director) shall be entitled to enter the property of the company or examine the company's premises or properties without the permission of a director, subject to Article 107, to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the company and which in the opinion of the directors will be inexpedient in the interest of the members of the company, to communicate.

WINDING UP

Division of assets in Specie

109. If the company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Ordinance, 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 the same kind or not.

Valuation by liquidator

110. For the 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 or different classes of members.

Assets in Trust

111. The liquidator may, with like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidators, 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

Director's and other's right to indemnify

112. Every officer or agent for the time being of the company may be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of his dealings in relation to the affairs of the company, except those brought by the company against him, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 488 in which relief is granted to him by the Court.

ARBITRATION

Differences to be referred to Arbitrator(s)

113. Whenever any difference arises between the company on the one hand and any of the members, their executors, administrators or assigns on the other hand, touching the true intent or construction, or the incident or consequences of these Articles or of the statutes, or touching anything there or thereafter done, executed, omitted or suffered in pursuance of

Muhammad Sohail Tabba

Director YBG



Mr. Muhammad Sohail Tabba, one of Pakistan's leading business leaders and a philanthropist, leads a conglomerate of businesses and export houses bearing the YBG brand name. His proficient leadership in diverse sectors – textiles, cement, energy, entertainment, real estate and philanthropy - spanning over three decades - has earned laurels and accolades for his group and the country.

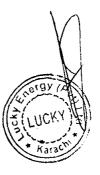
As the Chief Executive Officer of Gadoon Textile Mills Limited, Lucky Knits (Private) Limited and Director of Yunus Textile Mills Limited, Lucky Textile Mills Limited, he has made YBG renowned both locally and globally. The flourishing industries and manufacturing houses have provided employment opportunities to over 15,000 people and are key drivers of the economy.

Mr. Tabba, the Chairman of ICI Pakistan Limited started as a Non-Executive Director on the Board of ICI Pakistan Limited in 2012 and was appointed as Chairman of the Company in 2014. He is also Chairman of NutriCo Morinaga (Private) Limited, the state-of-the-art infant formula manufacturing facility, which was established in Pakistan as a joint venture with Morinaga Milk Industry Co. Ltd. Japan and Unibrands (Private) Limited. Mr. Tabba's leadership, personal credibility and strong interpersonal skills have been instrumental to the success of this joint venture.

Mr. Tabba's relentless energy, his vision, and his ability to think outside the box created LuckyOne Mall, which attracts people from all walks of life. His vision was to provide a world-class entertainment facility for children which materialised as Onederland at LuckyOne Mall.

Besides being the Chairman of Yunus Energy Limited and CEO of Lucky Energy (Private) Limited, Lucky One (Private) Limited; he is Director of Lucky Cement Limited, Lucky Motor Corporation Limited, and several other companies. Mr. Tabba's strong social presence in the business community has led him to become the founding member and first Vice President of the Italian Development Council. He is playing an instrumental role in contributing to the educational landscape of Pakistan by serving on the Board of Governors of the Textile Institute of Pakistan. He has also previously served on the board of Hamdard University.

Driven towards contributing to the community, Mr. Tabba is playing a pivotal role as a Director of Aziz Tabba Foundation that runs the Tabba Heart and Kidney Institutes in addition to other welfare projects. Mr. Tabba's determination to contribute to the community has transformed the children emergency rooms of the government hospitals. He became the Founding Trustee of ChildLife Foundation Pakistan in 2012. His contributions to the healthcare sector of Sindh and Baluchistan has manifested in the treatment of 4 million children in ChildLife Emergency Rooms and 4.7 million children in ChildLife Clinics. In the past decade, ChildLife Foundation has evolved extraordinarily and today, 11 contemporary emergency rooms are functioning efficiently in the under-resourced hospitals of Sindh, Balochistan and Punjab.





LICKY ENERGY (PUT) LTD.

Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan, Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

With reference to the requirement as per clause "3(4)(d)(vii) employment records of engineering and technical staff of the applicant proposed to be employed;", it is to be informed that since LEPL power houses are already in operation since 1994 (with NEPRA License sought in 2005), the said clause is not applicable.



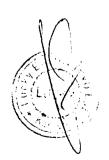




LUCKS ENERGY (PUT) LTD.

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With reference to the requirement as per clause "3(4)(d)(ix) verifiable references in respect of the experience of the applicant and its proposed sub-contractors;", it is to be informed that since LEPL power houses are already in operation since 1994 (with NEPRA license sought in 2005), the said clause is not applicable.





Technical and financial proposals in reasonable detail for the operation, maintenance, planning and development of the facility or system in respect of which the license is being sought;



LUCKY ENERGY (PVT) LTD

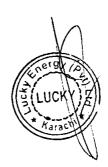
Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan. Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

LEPL has in house team for carrying out maintenance and operation of the gas engines. The operation staff is present 24/7 in the power house whereas the maintenance staff is also available for carrying out repair and maintenance activities on the plant.

LEPL has contract with OESL (Orient Energy Systems Pvt Ltd.) for purchasing of parts of the engine (a copy of it is attached here). Furthermore, in case of critical maintenance and troubleshooting jobs, OESL, Wartsilla & AESL (Allied Energy Systems Pvt Ltd.) teams are approached to carry out the necessary jobs on the plant and for purchase of spares.

LEPL operation and maintenance teams follows a periodic inspection and monitoring plan based on OEM O&M manuals, for the engine as per the checklists (attached).

Furthermore, LEPL carries out monitoring and analyses of engine oil periodically from shell to ensure satisfactory health of engine (last test report attached).



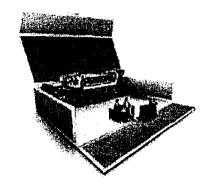


MATERIAL STREAM CONTRACT

Customer Lucky Energy Pvt Ltd.

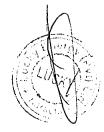
Contractor

Orient Energy Systems Fzco West Wing 1 Suite 211 Airport Free Zone – DAFZA, United Arab Emirates, UAE



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Contract No.: , Dated 24/12/2021

("Contract Effective Date")

Project: Lucky Energy Pvt Limited.

Definitions

The following terms shall have the meaning set forth below when used in this Agreement:

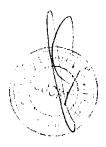
1.1. <u>"Covered Unit(s)"</u> means the engine(s) or module(s) installed at the Facility identified as follows: (Average oph per year 2,000 – 8,000 for each engine). OH received from customer dtd. 21-12-2021 via email.

Site Name	Design Number	Engine Type	Engine serial no.	oph @ start of Contract dtd. 21-12-2021
Lucky Energy Kathore	JJ273 (J1)	JGS-620F	1239770	79,895
Lucky Energy Kathore	JS304 (J3)	JMS-620F	1106544	63,208
Lucky Energy Kathore	JU750 (J5)	JMS-624H	1310195	37,493
Lucky Energy FB Area	JS936 (JL1)	JMS-620F	1128901	29,015

- 1.1. The "Facility" means the power generation plant, station or power generation section located at Various sites as above, owned by: <u>LUCKY ENERGY PVT LTD</u>.
 - 1.2. <u>"Parts"</u> means new, repaired, or refurbished parts, materials, components and other goods furnished by Contractor, or its subcontractors or suppliers, under this Agreement for the Covered Unit(s).
 - 1.3. <u>"Agreement Price"</u> means the total price to be paid by Customer to Contractor under this

Agreement as described in Section 5.

- 1.4. "Contractor Taxes" means any and all corporate and individual taxes that are measured by net income or profit imposed by any government authority of any country on Contractor, it employees or subcontractors, due to the performance of or payment for work under this Agreement.
- 1.5. "Customer Taxes" means any all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales, stamp, storage, transfer, turnover, use or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), other than Contractor Taxes, imposed by any governmental authority of any country. Products exported from the United States are presumed to be exempt from Customer Taxes levied within the United States.



2. Scope of Supply

Scope of supply all to be used at different intervals according to actual parts requirement for any interval

Obligations of the Contractor

2.1. Delivery of engine spare parts for preventive maintenance

Contractor shall be responsible to deliver Parts for preventive maintenance according to the parts list (Annex 1) for the scope of supply described under Section 2 at Covered Units at the Facility. Delivered spare parts as per Section 2.1 may deviate from spare parts lists eventually forwarded to Customer by Contractor. Such lists shall serve for information purposes only and shall not be deemed to define the final scope of supply.

2.2. Spark Plugs / Oil filters / Cylinder Heads

Spark plugs cylinder heads and oil filters are considered to be engine Parts acc. to Section 2.1. Customer is responsible for spark plugs management in accordance with Contractor's Technical Instructions in order to ensure the maximum life time of the spark plugs. Additional costs due to deviations from Contractor's Technical Instructions with respect to spark plugs maintenance shall be invoiced separately as extra work by Contractor.

Consumables / Spark Plug / Oil Filters / Cylinder Heads will be covered in MSA agreed Prices.

2.3. Minor Overhauls

The Contractor shall be responsible to deliver Parts necessary to carry out scheduled minor overhaul, scheduled at 30000 operating hours.

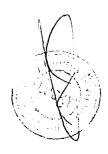
2.4. Major Overhauls

The Contractor shall be responsible to supply spare parts, necessary for carrying out of the Major overhaul, scheduled at 60000 operating hours. The scope of supply of spare parts is described in Annex 2.

3. Not included in the Obligations of the Contractor

The following shall not be a part of this Agreement and shall not be an obligation of the Contractor:

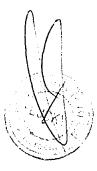
- 3.1. Any Parts necessary for repairs and troubleshooting of the Covered Units.
- 3.2. Any Parts necessary for conversion and modification of the Covered Units.
- 3.3. Delivery, transport, storage and disposal of commodities necessary for the operation of Covered Units as given in the Technical Instructions of the Contractor. Such commodities are: lubrication oils, fuel gas, flushing compounds, battery acid, anti-freezing compound, and cleaning materials.
- 3.4. Parts necessary for the preventive maintenance of following components. The Customer is responsible to carry out necessary maintenance and overhauls of these components according to the Jenbacher Maintenance schedule:
 - Maintenance and/or overhaul of turbochargers
 - Maintenance and/or overhaul of generators
 - Maintenance and/or overhaul of exhaust gas heat exchangers



4. Customer Obligations

Customer shall be responsible for the following:

- 4.1. Carrying out all operation and maintenance works according to the relevant operation and maintenance schedules of the Covered Units and exchange of Parts in accordance with to the relevant maintenance schedule.
- 4.2. Carrying out lube oil analysis and evaluation thereof according to the relevant technical instructions and assure oil changes are made in due course. The results of the lube oil analyses must be forwarded to the Contractor on demand.
- 4.3. Upon Contractor request provision of fuel gas analysis to Contractor.
- 4.4. Strict adherence to technical specifications regarding for engine lubrication oil or the oil changes, parameters for Jenbacher Gas engines, cooling water quality and anti-freezing compound and anti-corrosion compound, fuel gas quality according to the technical instructions (see Appendix 2).
- 4.5. To make sure that all maintenance will be done by certified Customer personnel or third party personnel trained by Contractor.
- 4.6. To inform Contractor about any changes applied to the engine, due to for example repairs, upgrades etc. Customer shall provide a list of parts installed to the engine, including part numbers.
- 4.7. Parts required because of repairs, conversions, upgrades etc. Performed by Customer without recommendation of Contractor, shall not be part of the scope of supply. Contractor shall be entitled to charge them separately to Customer.
- 4.8. Customer shall connect and maintain connections of all Covered Units to Contractor's remote monitoring center in Jenbach, Austria, via an uninterrupted broadband data connection. Customer shall be responsible to meet necessary technical requirements regarding infrastructure (hardware requirements, internet connection, etc.) and internet browser as defined by Contractor.



5. Agreement Price

The price to be paid by Customer to Contractor is set forth in this Section 5.

5.1. <u>Price for Delivery of Parts for Preventive Maintenance incl. spark, plugs, Parts for minor overhauls</u>

As charges for these services carried out by the Contractor according to this Agreement the following price, exclusive VAT and further incurred taxes, is agreed upon:

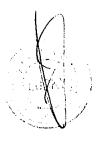
The agreed prices are CNF Karachi however sea freight will be quoted separately on each quotation, if customer interested on FOB Dubai basis, packing and handling charges will be applicable also.

Fixed MSA Discount of 23% will be applicable on below MSA packets amount.

SUMMARY FOR (J1) JGS620F DESIGN# JJ273 ESN#1239770		
MAINTENANCE	AMOUNT (Euro)	
2K	2,019	
6K	8,968	
10K	25,766	
20K	56,711	
30K	482,402	
60K	523,462	
SPARK PLUGS	13,020	

SUMMARY FOR (J3) JMS620J DESIGN#JS304_ESN#1106544				
MAINTENANCE	AMOUNT (Euro)			
2K	2,019			
6K	8,968			
10K	24,461			
20K	55,407			
30K	477,332			
60K	513,335			
SPARK PLUGS	13,020			

SUMMARY FOR (J5) JMS624H DESIGN#JU750 ESN#1310195			
	AMOUNT (Euro)		
2K	2,844		
6K	11,183		
10K	29,170		
20K	68,646		
30K	576,236		
60K	635,404		
SPARK PLUGS	15,624		



SUMMARY FOR (JL1) JGS620F DESIGN# JS936 ESN#1128901		
MAINTENANCE	AMOUNT (Euro)	
2K	2,019	
6K	8,968	
10K	23,251	
20K	50,913	
30K	479,885	
60K	517,528	
SPARK PLUGS	13,020	

This price is valid until December, 31, 2021. The prices for and each year thereafter will be adjusted according to the price variation clause given in Section 5.2. Extra Material is copped with 10% of yearly revenue.

Payment Schedule

The Customer shall pay the charges as described in this Section 5.1 for each Covered Unit subject to this Agreement LC at sight (CFR Karachi).

Billings takes place when parts packages are made available for shipment.

5.2. Price Escalation

As per German Index and Labor Index Price escalation will be applied every year, from 2021 onward.

6. Further General Conditions

- 6.1. The Customer will provide the Contractor with an annual planning for all Covered Units, including planning of operating hour per Covered Unit, planning of maintenance intervals as well as planning for overhauls. Based on this Contractor shall define contents (Part description and number of pieces per maintenance interval) for the respective shipments. Customer shall support with Parts description and/or Part numbers, in case Contractor lacks necessary information for identification of the correct Parts for a specific Covered Unit.
 - 6.2. Parts for preventive maintenance for all Covered Units will be called up quarterly by the Customer and delivered to the extent possible by a collective shipment by the Contractor. The Contractor reserves the right to bundle Parts deliveries for up to 2 quarters in advance. The Customer shall accept such bundle Parts deliveries.
 - 6.3. Parts necessary for minor overhauls must be called up at least 3 months in advance of the delivery date.
 - 6.4. All refurbished Parts (e.g. cylinder heads, con rods, etc.) will be delivered without charging a deposit. The old Parts must be returned within 2 month after receipt of the refurbished Parts. If the return of the old Parts is not within 2 months or the Part is not reusable, the deposit will be charged according to the then valid Parts price list. All cost related to return deliveries of old Parts will be borne by the Customer.
 - 6.5. All maintenances and repairs must be carried out acc. to the Jenbacher maintenance schedules and exclusively with original Jenbacher Parts.
 - 6.6. The price stated in section 5.1 does not include any Parts for necessary repairs and/o troubleshooting.
 - 6.7. All Parts delivered under this Agreement must be used solely for the Covered Units at the Facility as described in section 1.1.

7. Minimum Operating Hours Provision.

Both parties understand by signing this Agreement that the prices quoted are based on certain minimum expected operating hours during the term of this Agreement. The defined yearly minimum operating hours for this Agreement are 2000 per year. If the yearly operating hours fall below the minimum operating hours, for reasons not attributable to the Contractor, Contractor will have the right to bill up to the amount which equals to the minimum operating hours.

8. Term, Expiration and Termination

8.1. Term and Expiration

This Agreement shall become effective on Contract Effective Date.

The Parties' performance under this Agreement shall for each Covered Unit commence upon the first operating hour of such Covered Unit.

Or when the respective Covered Units have reached operating hours as per definition in "Covered Units" table.



In any event this Agreement shall expire (5) years after Contract Effective Date.

8.2. <u>Termination</u>

8.2.1. <u>Termination for Default and/or Insolvency and/or Excusable Events</u>

- (A) Either Party (the "Non-Defaulting Party") may terminate this Agreement if the other Party (the "Defaulting Party")
- (i) becomes Insolvent or
- (ii) the Defaulting Party commits a material breach of this Agreement and fails to cure the breach within
- a) thirty (30) days of notice from the Non-Defaulting Party, or
- b) if it is not possible to cure such breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

Failure to make a payment required by Article 5 of this Agreement is a material breach.

For any default other than a default in payment under Article 5 this provision for Termination for Default may only be exercised by notice in writing within ninety (90) days of the event(s) giving rise to the default and effective thirty (30) days from such written notice.

(B) In the case of Termination for Default and/or Insolvency pursuant to Section 8.2.1 the Defaulting Party shall pay the Non-Defaulting Party the Termination Amount as specified in Section 8.2.2. In addition, all payments required under this Agreement for Contractor's performance prior to the effective date of such termination and all payments due prior to such termination date shall also be paid in accordance with this Agreement. The foregoing specified in this Section 8.2.1 shall be the sole exclusive rights and liabilities of the Non-Defaulting Party and Defaulting Party, respectively, on account of Termination for Default and/or Insolvency and the breach giving rise to such termination.

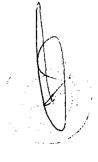
8.2.2.Termination Amount

The "Termination Amount" shall amount to 15% of the total remaining amount of this Agreement. The Parties agree that the damages likely to be incurred by a Non-Defaulting Party or Non-Terminating Party in the event of termination will be difficult to measure, that the Termination Amount is reasonable, and that the Termination Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

If this Agreement is terminated on account of an Excusable Event, Customer shall pay to Contractor all payments required under this Agreement for Contractor's performance prior to the effective date of such termination and all payments due prior to such termination date. In the event this Agreement is terminated on account of an Excusable Event, payment of the Termination Amount specified in Section 8.2.3 is not required.

8.2.3. Obligations Prior to Termination

Termination or expiration of this Agreement shall not relieve either Party of any obligation arising out of work performed prior to termination.



9. Taxes and Duties

- 9.1. Contractor shall be responsible for, and shall pay directly all Contractor Taxes. If Customer deducts or withholds Contractor Taxes, Customer shall furnish within one (1) month to Contractor accurate official receipts from the appropriate governmental authority for each deducted or withheld amount of Contractor Taxes.
- 9.2. If Customer intends to claim any exemption from taxes or duties related to this Agreement or its performance, Customer agrees to furnish without charge evidence of tax or duty exemption acceptable to the taxing or customs authorities. Furthermore, if Customer arranges for export shipment, Customer agrees to provide Contractor, without charge, an export bill of lading.

10. Delivery, Title Transfer

10.1. Delivery

10.1.1.General Delivery Terms

Contractor shall be responsible for scheduling delivery of Parts for Contractor's Covered Maintenance under this Agreement, pursuant to any work schedule discussed and agreed with Customer. Partial shipments will be permitted.

10.1.2. Delivery of Parts

Contractor will deliver Parts as per its obligations in Section 0

in case of sea shipments CFR (Dubai United Arab Emirates] (INCOTERMS 2020) or in case of any other type of shipment CPT (INCOTERMS 2020).

For the avoidance of doubt:

Contractor shall not be obliged to clear the goods for import, pay any import duty, taxes related thereto or carry out any import customs formalities. Contractor shall not be liable for delays of delivery related to such import customs formalities.

Contractor shall have the right to charge the Customer for the costs of transport and related charges.

10.1.2. Shipment to Storage

If any of the Parts cannot be delivered to Customer when ready due to any cause not attributable to Contractor, Contractor may ship such Parts to storage. If such Parts are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (a) title and risk of loss shall thereupon pass to Customer, if it had not already passed; (b) any amounts otherwise payable to Contractor upon delivery or shipment shall be payable upon presentation of Contractor's invoices and certification of cause for storage; (c) all expenses incurred by Contractor, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be payable by Customer upon submission of Contractor's invoices; and (d) when conditions permit and upon payment of all amounts due hereunder, Contractor shall resume delivery of the Parts to the originally agreed point of delivery.

10.2. Passage of Title

10.2.1. Passage of Title to Customer

Title to Parts shall pass to Customer when made available for shipment to the Customer or if applicable immediately after they have been cleared for export. Notwithstanding the foregoing, Contractor shall have the option to declare, from time to time, alternate title passage points for some or all of the Parts, provided that (i) title shall pass to Customer no later than the time of installation in a Covered Unit and (ii) the Contractor's delivery and risk of loss responsibilities shall remain as specified in Sections 1.1.2

10.2.2. Passage of Title to Contractor

Contractor shall have the right, at its option, to take title to and possession of, and remove from the Site, any parts or components of the Covered Unit(s) which have been replaced and/or not used during performance of services with Parts supplied by Contractor under this Agreement. Title to such parts and components shall pass from Customer to Contractor at the Site upon completion of the Outage during which the replacement Part is installed - or – in case of export, at the port of export after the parts and components have been cleared for export.

Customer warrants to Contractor good title to such parts and components, free and clear of all liens, encumbrances, and claims. Contractor shall be responsible for packing such parts and components at the Site. Notwithstanding the foregoing, Contractor shall have the option of declaring, from time to time, alternate title passage points for some or all of such parts and components.

11. Assignment

11.1. Contractor Affiliates

Contractor shall have the right to transfer, in whole or in part, by way of assignment or novation to any Contractor affiliate its rights and/or obligations under this Agreement. Customer agrees to execute such subsequent documentation, including consent to such transfer releasing assignor from further obligations, as may be necessary to effectuate the assignment or novation.

11.2. No Assignment

Except as set forth in Section 12.1, neither Party may transfer or assign, in whole or in part, any of its rights or obligations under this Agreement without the express written consent of the other Party, such consent not to be unreasonably withheld. Any transfer or assignment, or attempted transfer or assignment, in contravention of this Section 0, whether by operation of law or otherwise, shall be null and void.

Nothing in this Section 0 shall restrict Contractor from subcontracting its obligations under this Agreement, provided that Contractor shall remain responsible to Customer for performance of subcontracted scope.

11.3. Assignment of accounts receivables

Not, withstanding the above, Customer consents to Contractor assigning its accounts receivables under this Agreement to any party.

12. Indemnification

Contractor agrees to indemnify and hold harmless Customer from and against any loss or expense by reason of tangible, physical damage to the property of third parties or bodily injury, including death, of persons to the extent such damage or injury results directly from the negligence of Contractor or its subcontractors while engaged in the performance of this Agreement. Customer shall likewise indemnify and hold harmless Contractor from and against any loss or expense by reason of physical damage to the property of third parties or bodily injury, including death, of persons to the extent such damage or injury results directly from the negligence of Customer or its In the event such damage or injury is caused by the joint or concurrent negligence of Customer (or its other contractors) and Contractor (or its subcontractors), the loss or expense shall be borne by each Party in proportion to its degree of negligence or the degree of negligence of its contractors/subcontractors. For purposes of Contractor's indemnity responsibility under this Section 13, no portion of the Covered Unit(s), Facility or the Site is considered third party In no case, however, shall Customer or Contractor have any obligation under the foregoing unless Customer or Contractor is liable to such third parties (including without limitation such employees) under the law otherwise normally applicable. The indemnities provided for in this Section 13shall only apply if the Party demanding to be indemnified gives the other Party prompt notice of any such claim and all necessary information and assistance so that the other Party, at its option, may defend or settle such claim and the Party demanding to be indemnified does not take any adverse position in connection with such claim.

13. Contractor's Suspension Right

In addition to its other rights, if Customer fails to fulfill any of the payment conditions in this Agreement, becomes generally unable to pay its debts when they become due, or sustains a material deterioration of its financial condition, Contractor may suspend performance and delivery and/or thereafter require full or partial payment in advance.

Contractor shall not be liable for damages arising during the suspension period or which arise after Contractor having eventually resumed performance of its obligations under this Agreement and are attributable to the suspension period. During the suspension period the Customer shall be obliged to observe Contractor's technical instructions.

Contractor shall have the right to charge to the Customer any additional costs in relation to Contractor's suspension.

14. Excusable Events

14.1. Neither Customer nor Contractor shall have any liability or be considered to be in breach or default of its obligations under this Agreement to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to: (i) causes beyond its reasonable control; or (ii) acts of god, act (or failure to act) of governmental authorities or third parties not engaged by the Party claiming Excusable Event, unavailability of natural gas, fires, severe weather conditions, earthquakes, strikes or other labour disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riot, acts of terrorism; or (iii) acts (or omissions) of the other Party including failure to promptly perform its obligations under this Agreement or (iv) inability on account of causes beyond its reasonable control to obtain necessary materials, necessary components or services:. The Party claiming Excusable Event shall notify the other Party of any such delay. The date of delivery or of performance

shall be extended for a period equal to the time lost by reason of delay, provided that the Term of this Agreement shall not be extended due to any Excusable Event, unless mutually agreed upon in writing by the Parties. If Contractor is delayed by acts or omissions of Customer, or by the prerequisite work of Customer's other contractors or suppliers, Contractor shall also be entitled to any equitable price adjustment.

The occurrence of an Excusable Event shall not excuse any delay or failure of Customer to make any payment to be paid to Contractor pursuant to this Agreement unless the Excusable Event directly delays or prevents the transmission of the payment, itself.

14.2. If delay excused by Section 15.1 extends for more than one hundred eighty (180) days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including the equitable price adjustment, then either Party (except where delay is caused by acts or omissions of a Party, in which event only the Party not committing the acts or omissions), upon thirty (30) days written notice, may terminate this Agreement in accordance with Section 8.2.2 of this Agreement with respect to undelivered Parts to which title has not yet passed and any uncompleted Services.

15. Limitation of Liability

- 15.1. Exclusion or limitation of Contractor's liability shall exclusively be applicable within the limits of what is permitted by governing law. Such exclusion or limitation shall therefore not apply in the event of intentional misconduct, gross negligence or culpable death, bodily injury or damage to health.
- 15.2. The total liability of contractor, on all claims of any kind accruing during any calendar year, whether in contract, extra work, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise, arising out of the performance or breach of this Agreement, or the use of any parts or the provision of any services, shall not exceed the average billing amount per year. In no event shall the cumulative total liability of contractor on all such claims of any kind arising from or relating to this Agreement, until the time all such liability ends, exceed the Agreement Price. Notwithstanding anything to the contrary, all contractor liability shall end upon expiration of the applicable warranty period, and, in no event, later than one (1) year following termination or expiration of this agreement, whichever is earlier.
- 15.3. In no event, whether as a result of breach of contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability, or otherwise, shall contractor or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the facility or the Covered Unit(s) or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of customer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.
- 15.4. If contractor furnishes customer with advice or assistance concerning any products, systems or work which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject contractor to any liability, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.
- 15.5. For the purpose of this section 16, the term "contractor" shall mean contractor, its parent, affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively. The provisions of this section 16 shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this agreement, except to the extent that such provisions further restrict contractor's liability.

16. Dispute Resolution

17.1. All disputes arising in connection with this Agreement shall be settled, if possible, by negotiation of the Parties. If the matter is not resolved by such negotiations, either Party may, by the giving of written notice, cause the matter to be referred to a meeting of appropriate higher management of the Parties. Such meeting shall be held within ten (10) business days following the giving of the written notice.

16.2. If the matter is not resolved within twenty (20) business days after the date of the notice referring the matter to appropriate higher management, parties might go into arbitration.

17. Place of Jurisdiction/Governing Law

- 17.1. The legal relationship with Customer shall be governed exclusively by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention.
- 17.2. All disputes up to an amount in dispute of EUR 100,000 arising out of or in connection with the Agreement shall be referred to the court having local and subject-matter jurisdiction for Contractor's registered offices. Contractor may, however, in its sole discretion, also refer disputes to a court having jurisdiction for Customer.
- 17.3. All disputes in excess of an amount in dispute of EUR 100,000 arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with these rules. Where the Rules of Arbitration of the International Chamber of Commerce contain no provisions, Austrian procedural law shall be applicable. The place of arbitration shall be Innsbruck, Austria. The language to be used in the arbitral proceedings shall be English.

18. Confidential Information

Information, suggestions or ideas transmitted in connection with performance hereunder are not to be regarded as secret or submitted in confidence except in accordance with this Section 19. Any information disclosed by either Party in connection with this Agreement and designated in writing, by label, stamp or other written communication by the disclosing Party as "confidential" or "proprietary" at the time of disclosure shall be treated as "Confidential Information". It is agreed that this Agreement and all drafts hereof, shall be considered Contractor's Confidential Information at all times. The recipient Party agrees (i) to treat such Confidential Information as confidential and not disclose it to third parties other than Contractor Affiliate entities as necessary for performance of this Agreement, (ii) to restrict the use of such Confidential Information to matters relating to the recipient Party's performance of this Agreement, and (iii) to restrict access to such information to employees of the recipient Party and Contractor's Affiliate entities whose access is necessary in the implementation of this Agreement. All copies of written Confidential Information will be returned to the disclosing Party upon request (i) except to the extent that an item of such information is designated to be retained by the recipient Party pursuant to a specific provision of this Agreement, and (ii) Contractor may retain one copy of Owner Confidential Information until such time as all its liability under this Agreement terminates. Information shall not be considered to the Confidential Information, and the recipient Party shall not be liable for the use and disclosure thereof, if such information: (a) was in the public domain at the time of disclosure, or thereafter comes into the public domain through no fault of the recipient Party; or (b) is otherwise available to the Receiving Party without restrictions on the recipient Party's use and disclosure similar to those restrictions contained in this Agreement; or (c) is independently developed by the recipient Partyl

19. Changes in Laws, Codes and Standards

- 19.1. The prices set forth in this Agreement are based on Contractor's manufacture and delivery of Parts and performance of Services pursuant to (i) its manufacturing processes and quality assurance program, (ii) industry specifications, codes and standards, in effect as of the date of Contractor's proposal applicable to the Parts and Services, (iii) applicable laws, rules and regulations, (iv) the Assumptions, (v) the ownership of Customer, and (vi) the expected ability of Customer to perform his obligations under this Agreement.
- 19.2. In the event of (a) any change in industry specifications, codes, standards, laws, rules or regulations described in Section 20.1 (ii) or (iii) after the date of Contractor's proposal which affect the Contractor's performance, or (b) any failure to meet or change in, after the Contract Effective Date, any of the conditions described in Section 20.1 (v) or (vi), the price will be equitably increased to reflect additional costs to be incurred by Contractor and reasonable adjustments may be made to other provisions herein as appropriate.

20. General Conditions

- 20.1. Customer and Contractor are each independent of the other and nothing in this Agreement is intended, or shall be deemed, to create a partnership or joint venture of the Parties.
- 20.2. The parts and services provided and performed hereunder are not intended for application (and shall not be used) in connection with any nuclear installation or activity and Customer warrants that it shall not use the parts or services for any such purpose, or permit others to use the parts or services for any such purpose. if, in breach of the foregoing, any such use occurs, Contractor, its affiliates, suppliers and subcontractors, shall have no liability for any nuclear or other damage, injury or contamination, and Customer shall indemnify Contractor, its affiliates, suppliers and subcontractors of every type and tier, against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort/ extra contractual liability (including negligence), strict liability or otherwise.
- 20.3. Notwithstanding anything to the contrary, Contractor shall have the right, in its discretion, to gather and use data and information concerning Parts, Covered Unit and Facility performance, so long as Contractor does not disclose to any party not a Contractor Affiliate company an identification of the Customer in connection with a particular item of data or information. Contractor's rights under this Section 21.3 include, without limitation, the right to interface directly to the Facility distributed control system and to utilize a dedicated network or internet connection or telephone line.
- 20.4. No modification, amendment, rescission, waiver or other change shall be binding on a Party unless agreed in writing by that Party. This Agreement represents the entire agreement between the Parties. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.
- 20.5. The invalidity in whole or in part of any portion of this Agreement shall not affect the validity of the remainder of this Agreement. The rights and remedies set forth in this Agreement are the exclusive rights and remedies of each Party with respect to this Agreement, its performance or breach.
- 20.6. The language of this Agreement, and all documents, materials and training, if any, to be supplied by Contractor under this Agreement shall be English.

20.7. This Agreement may be signed in counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute one and the same contract.

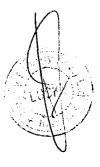
21. Validity

This agreement is valid for acceptance till 31st Dec 2021.

22. Appendices

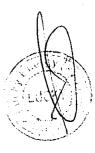
The Appendices form an integral part of this Agreement. In the event of any conflict between the terms herein and the Appendices, the terms and conditions herein shall prevail. The provisions of the remaining Appendices listed below shall prevail in the order listed.

1) Parts List



23. Signatures

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LUCKY ENERGY (PVT.) LTD

Date:

Field Service Report

	:		Model: Operating Hours:					
Job Descriptio	on:							
Parts Replace	d							
Description	Part #	Qty	Description	Part #	Qty	Description	Part #	Qty
Description	- ure m	3.7	l	1410 %	+	<i>3</i> 330. p.i.o.		1
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Service Men	:							
								
Failure Desc								
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	Job C	omple	ted: Yes ☑-	No 🗌 - Co	ontinue		0 0 cky	(LUCK
	Job C	omple	ted: Yes ☑ -	No 🗌 - Co	ontinue		064	
	Job Co	omple	ted: Yes ☑-	No 🗌 - Co	ntinue		14.00	

	EXHAUS	T VALVE	INTA	KE VALVE
		R/Hrs		1
CLY NO.		Date	1	
4,3	Current Reading (MM)	Wear Amount (MM)	Current Reading (MM)	Wear Amount (MM)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16 -				
17				
18 -				
19				
20				





Equipment - Component
JL-1 - Engine - Stationary Gas

Site/Vessel Name - Code LUCKY ENERGY LUCKY ONE - 10155 Customer LUCKY ENERGY (PVT.) LIMITED

Manufacturer - Model INNIO Jenbacher GmbH & Co OHG - JGS 620 F LubeAnalyst Code 01447643/EGN01 Registered Lubricant Shell - Mysella S5 N 40



Diagnosis

The Sample test results all indicate that the equipment and lubricant are both performing within normal working limits with no indication of abnormal wear or equipment stress. Please continue operating your equipment as normal.

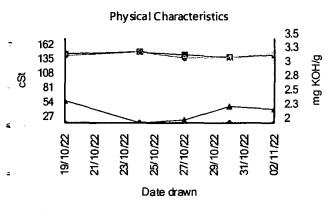
Water content was tested by crackle method and found to be less than 0.05%.

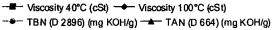
Sample Information						
Sample Number	9777061803	9777077309	9777077310	9777061805	977 70 76 58 1	
Sample Condition	\odot	\odot	\odot	\odot	\odot	
Sample Date	02/ Nov /20 22	30/ Oct/2022	27/Oct/2022	24/ Oct/2022	19/Oct/2022	
Sample Received	14/ Nov/2022	03/Nov/2022	01/Nov/2022	01/Nov/2022	26/ Oct/2022	
Sample Completed	17/Nov/2022	07/Nov/2022	05/Nov/2022	05/ No v/2 022	29/Oct/2022	
Lubricant in use	Mysella S5 N 40	Mysela S5 N 40	Mysela S5 N 40	Mysela S5 N 40	Mysela S5 N 40	
Equipment Life	33477 (Hours)	33434 (Hours)	33384 (Hours)	33334 (Hours)	33284 (Hours)	
Lubricant Life	1993 (Hours)	1950 (Hours)	1900 (Hours)	1850 (Hours)	1754 (Hours)	
Top-up Volume	674.00 (Litres)	654.00 (Litres)	629.00 (Litres)	539.00 (Litres)	524.00 (Litres)	
Physical Characteristics		<u></u>				
osity 40°C cSt	141.5	137.08	141.78	147.18	143.64	
`vracosity 100°C cSt	14.45	14.53	14. 18	14.25	14.34	
TBN (D 2896) mg KOH/g	3.14	3.06	3.05	3.16	3.09	
TAN (D 664) mg KOH/g	2.15	2.2	1.96	1.91	2.3	
Wear						
Iron (Fe) ppm	6	4	4	3	4	
Chromium (Cr) ppm	<1	<1	<1	<1	<1	
Tin (Sn) ppm	<1	<1	<1	<1	<1	
Lead (Pb) ppm	1	<1	<1	<1	<1	
Copper (Cu) ppm	<1	<1	<1	<1	<1	
Nickel (Ni) ppm	<1	<1	<1	<1	<1	
Aluminium (Al) ppm	<1	<1	<1	<1	<1	
Vanadium (V) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Silver (Ag) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Titanium (Ti) ppm	UTT*	∪ TT*	UTT*	UTT*	UTT*	
Manganese (Mn) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Contamination				<u>. </u>		
Water Content (KF) ppm vol	UTT*	UTT*	UTT*	UTT*	UTT*	
Glycol (FT-IR) %	0	0	0	0	0	
Jium (Na) ppm	<1	<1	<1	<1	<1	
Lithium (Li) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Silicon (Si) ppm	<1	<1	<1	<1	<1	
Potassium (K) ppm	. UTT*	UTT*	UTT*	UTT*	UTT*	
Sulfur (S) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Soot (FT-IR) Abs cm"	0.01	0.01	0.01	0.01	0.01	
Additives					<u></u>	
Calcium (Ca) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Zinc (Zn) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Phosphorus (P) ppm	utr•	UTT*	UTT*	UTT*	UTT*	
Barium (Ba) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Molybdenum (Mo) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Magnesium (Mg) ppm	UTT*	UTT*	UTT *	UTT*	UTT*	
Boron (B) ppm	UTT*	UTT*	UTT*	UTT*	UTT*	
Oil Condition			-			
Oxidation (FT-IR) Abs cm ⁻¹	4.57	4.95	4.57	4.57	3.42	
Nitration (FT-IR) Abs cm"	3.04	2.66	2.66	2.66	2.28 ,	

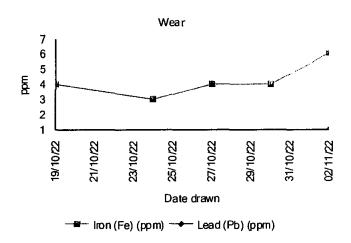
All advice is given in good faith and assumes that the sample fully represents the indicated oil charge. Any recommended values refer to normal renges. For all queries, please remember to quote your Sample Number(s). Once printed, this document is un-controlled. For current versions, authorised users should refer to Shell LubeAnalyst online at www.lubeanalyst.shell.com. This report is provided subject to the general Shell LubeAnalyst Terms and Conditions available at www.lubeanalyst.shell.com.

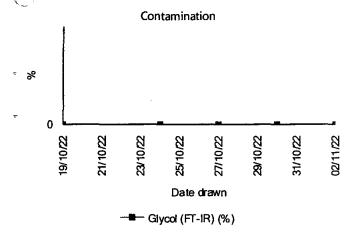


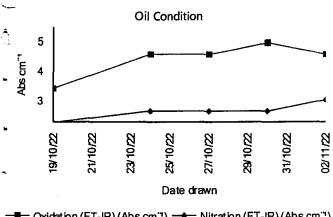












Oxidation (FT-IR) (Abs cm⁻¹) Titration (FT-IR) (Abs cm⁻¹)





3(f) *

Feasibility Study



LUCKY ENERGY (PUT) ITD.

Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan, Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

EXTRACT OF CIRCULAR RESOLUTION LUCKY ENERGY (PRIVATE) LIMITED DATED NOVEMBER 10, 2022

"AUTHORIZATION TO APPLY FOR THE GRANT OF ELECTRIC POWER SUPPLY LICENCE BY LUCKY ENERGY (PRIVATE) LIMITED WITH NEPRA"

WHEREAS, the management of the Company would like to apply to the National Electric Power Regulatory Authority (NEPRA) for grant of electric power supply license for supplying / selling electricity to BPCs as currently being supplied under its generation license.

RESOLVED THAT the Board of Directors of Lucky Energy (Private) Limited (herein referred to as the "Company") hereby approves to file an application for the grant of electric power supplier license to the Company with the National Electric Power Regulatory Authority ("NEPRA").

FURTHER RESOLVED THAT the Company be and hereby authorizes Mr. Abdul Sattar Jumani s/o Abdullah, Financial Coordinator of the Company holding CNIC No. 42201-4805622-5, to sign severally the application, negotiate, deposit fees and submit documents for the grant of electric power supply license of the Company with NEPRA, and any documentation ancillary thereto, in the matter of supplying electricity to its associated companies.

FURTHER RESOLVED THAT, he is authorized to engage or appoint any legal counsel and sign power of Attorney of the Lawyer.

FURTHER RESOLVED THAT a certified true copy of this resolution be communicated to whom it may concern and shall remain in force until notice in writing to the contrary be given.

Sincerely,

Company Secretary





LUCKY ENERGY (PUT) LTD.

Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan, Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

BEFORE THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY, ISLAMABAD

POWER OF ATTORNEY

We/I hereby appoint and authorize Mrs. Ameena Sohail of M/S PRECISION ADVOCATES & CONSULTANTS, 138-A, STREET NO. 4, PAK PWD HOUSING SOCIETY, ISLAMABAD to represent us before the National Electric Power Regulatory Authority in the matter of Application for Electric Power Supply License filed by Lucky Energy (Private) Limited

And to produce necessary documents / statements / exhibits and also apply for and receive all documents and dispositions etc.;

And to do all facts legally necessary and manage to conduct the said case in all respects, whether herein specified or not as may be deemed proper and expedient by the attorney;

And we/I also hereby agree to ratify and confirm all lawful acts done by our attorney on our behalf under or by virtue of these presents of the practice in such matter.

ACCEPTED

AMEENA SOHAIL (ATTORNEY) ABDUL SATTAK JUMANI (EXECUTANT)

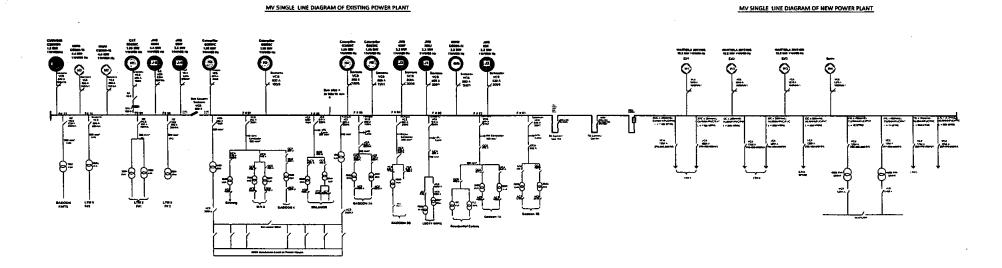




Schedule III (Regulation 3(4)(a)(D)1.*

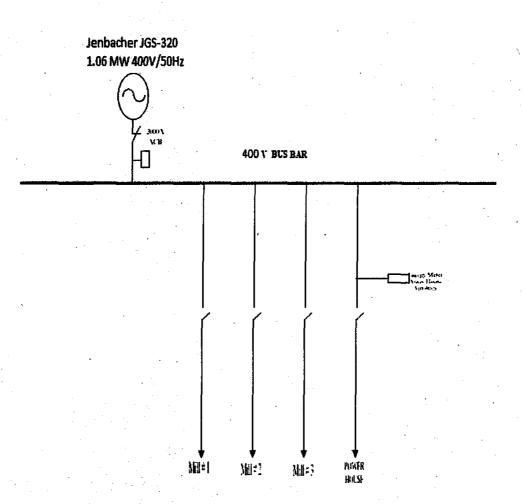
Relevant feeder maps Number of consumers and expected load

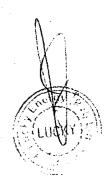
PLANT - I SLD



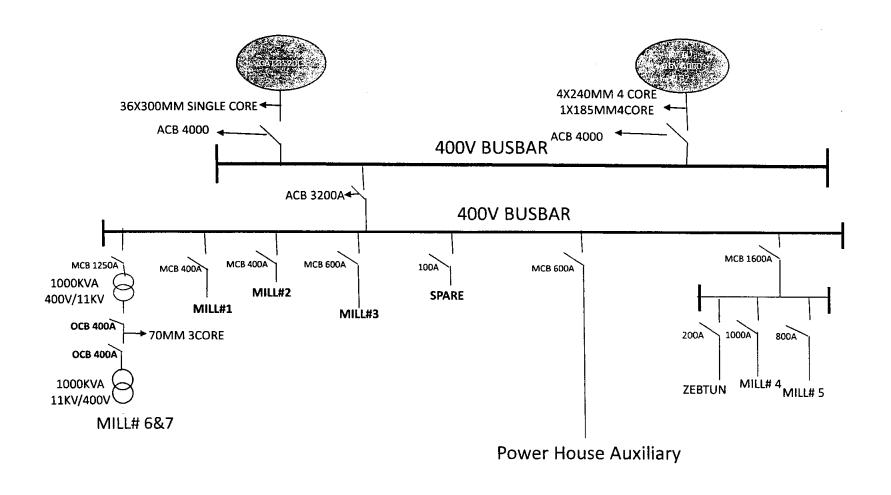


Single Line Diagram - Plant 2

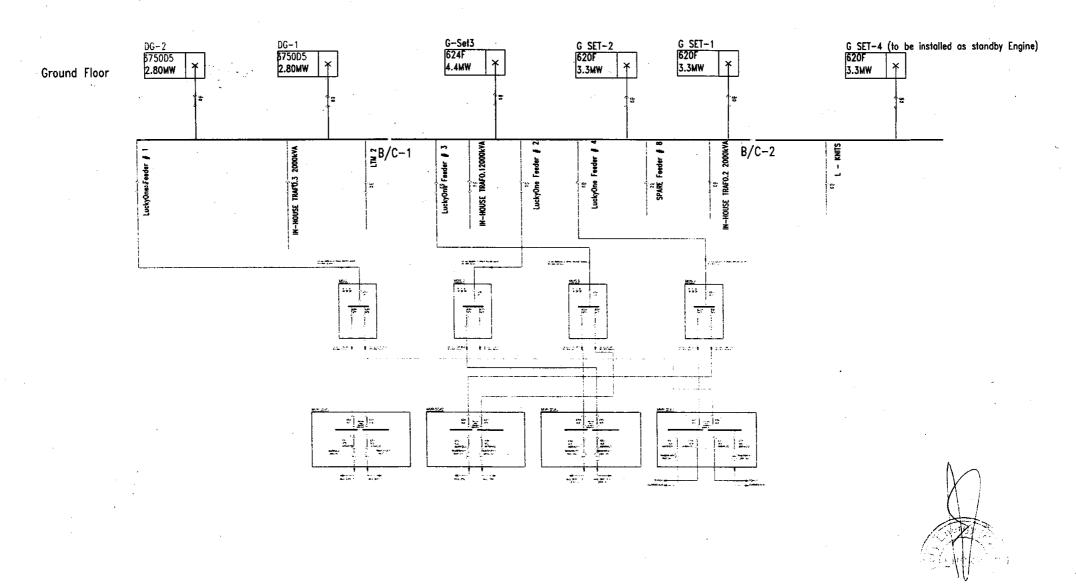




SLD For LTM-3



PLANT - III SLD



Schedule III (Regulation 3(4)(a)(D)2.*

Consumer class/category, sub-category on the basis of sanctioned load and voltage level



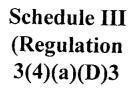
LUCKY ENERGY (PVT) LTD.

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With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D) 2. Consumer class/category, sub-category on the basis of sanctioned load and voltage level", it is to be informed that LEPL consumers are all Bulk Power Consumers (BPCs) and their details have been shared in previous clause.







Tariff categories of consumer classes to be served



LUCKY ENERGY (PVT) LTD.

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LEPL is supplying power to its group companies / sister concerns as Bulk Power Consumers.

The tariff for electricity billing is mutually agreed between these BPC's and LEPL.





Schedule III (Regulation 3(4)(a)(D)4.*

Demand and consumption pattern on different time periods

One Year Average Hourly Load Pattern

			PLANT - I		PLANT-II		PLANT-III		PLANT-IV
S.No	Hours	GTML (kW)	LKPL (kW)	LTML-5 (kW)	LTML-1 (kW)	LLMPL (kW)	LTML-2 (kW)	LKPL (kW)	LTM-3 (kW)
1	1:00	14,856	609	6,458	157	850	236	105	1,280
2	2:00	14,403	381	6,476	141	797	212	88	1,270
3	3:00	14,772	609	6,424	123	774	184	84	1,270
4	4:00	15,122	609	6,506	115	759	172	76	1,300
5	5:00	14,820	640	6,542	108	758	162	72	1,291
6	6:00	14,946	610	6,554	101	739	151	67	1,260
7	7:00	15,251	609	6,522	112	733	169	97	1,294
8	8:00	14,808	615	6,514	257	809	386	292	1,328
9	9:00	14,785	548	6,520	403	1,062	604	439	1,411
10	10:00	14,477	685	6,522	508	1,765	763	501	1,450
11	11:00	14,111	701	6,481	522	2,314	782	530	1,400
12	12:00	13,906	702	6,494	527	2,481	791	541	1,410
13	13:00	14,559	579	6,521	466	2,484	699	514	1,366
14	14:00	14,445	548	6,535	440	2,506	661	474	1,346
15	15:00	14,317	685	7,258	515	2,585	772	550	1,389
16	16:00	14,097	670	6,630	513	2,599	769	548	1,357
17	17:00	14,707	671	6,562	475	2,622	713	504	1,342
18	18:00	14,681	609	6,587	398	2,621	597	447	1,305
19	19:00	14,647	548	6,585	326	2,508	488	393	1,260
20	20:00	14,831	487	6,596	274	2,432	411	345	1,265
21	21:00	14,563	503	6,638	246	2,166	370	316	1,242
22	22:00	14,524	411	6,712	226	1,956	338	296	1,255
23	23:00	14,698	442	6,657	196	1,304	294	228	1,260
24	0:00	14,794	366	6,660	173	999	259	176	1,260

Schedule III (Regulation 3(4)(a)(D)5.*

Procurement Plan for meeting expected loads (including own generation and/or long-term and short-term PPAs, as the case may be)



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LEPL has its own in house generation and also is the Supplier of Last Resort for the Bulk Power Consumers (BPCs) as listed in previous documents. The present generation capacity of LEPL is enough to cater the BPC load demand as the power house is under already under operation. However LEPL may procure electricity from regional DISCOs (if required).





Schedule III (Regulation 3(4)(a)(D)6.*

12-month projections on expected load, number of consumers and expected sale of units for each consumer category



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12 months projection on expected load is shown below:

Sno	Bulk Power Consumers	Present Load (kW)	12 months expected load (kW)
	PLANT-I		
5	GTML (Gadoon Textile Mills Limited) - Kathore	15,300	16,100
6	LKPL (Lucky Knits (Private Limited) - Kathore	730	. 770
7	LTML-5 (Lucky Textile Mills Limited.) - Kathore	7,300	7,650
8	YTML-9 (Yunus Textile Mills Limited.) - Kathore	-	10,000
	PLANT-I		
1	LTML-1 (ucky Textile Mills Limited) - Karachi	800	850
	PLANT-II	I	
2	LTML-2 (Lucky Textile Mill Limited) - Karachi	1,000	1,050
3	LLMPL (Lucky Landmark Private Limited) - Karachi	3,300	4,000
4	LKPL (Lucky Knits Private Limited) Karachi	800	850
	PLANT-I\	1	
9	LTML-3 (Lucky Textile Mills Limited) - Karachi SITE	1,450	1,530





Schedule III (Regulation 3(4)(a)(D)7

5-year Investment Plan indicating schemes/models/framework for undertaking supply of electric power (including frameworks for providing non-discriminatory services and acquisition/sale of assets in relevant service territories)



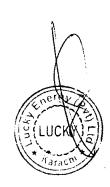
LUCKY ENERGY (PUT) LTD.

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5- Year Investment Plan / Scheme of Arrangement

5 – Year investment plans / Scheme of arrangement are described below (presently under discussion):

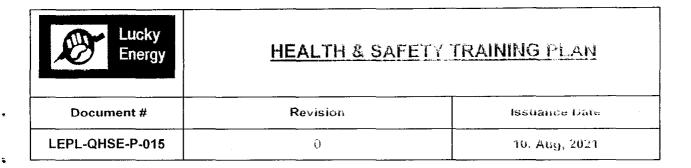
- Shifting of 620 Jenbacher engines from Kathore (Plant -I) to L-One power house (Plant III)
- Shifting of 320 Jenbacher engines from Kathore (Plant -I) to L-One power house (Plant III)
- Shifting of Diesel genset from Kathore (Plant I) to L-One power house (Plant III)
- Commissioning a DG set at LTM 1 power house (Plant II)
- Considering to procure electricity from Regional DISCO / Generation Company through CTBCM
 arrangement for all the four plants of LEPL (if required)





Schedule III (Regulation 3(4)(a)(D)8

Training and development procedures and manuals



LEPL NATURAL GAS BASED POWER PROJECT



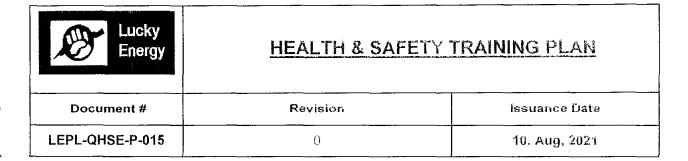
HEALTH & SAFETY TRAINING PLAN

Prepared by:

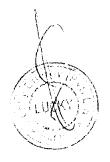
HESS Sustainability Consultant







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Revision No.	0	Document Control No.	LEPL-QHSE-P-015	Approval/Review Date	10-Aug- 2021
Departm	ent	LEPL- He Environment	eath Safety and Department	Document Type	MP
Prepared	l by:	Mansoor Ali	44114		
Reviewed	d by:	Sohail Raza	AC.		
Approved	d by:	Adnan Mazhar	Chan		



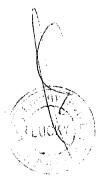


HEALTH & SAFETY TRAINING PLAN

Document #	Revision	Issuance Date
LEPL-QHSE-P-015	0	10. Aug, 2021

Contents

1	Purpose	.4
	·	
3.	Responsibility	.4
. 4 .	Procedure	.4
5	Records to be maintained	5





HEALTH & SAFETY TRAINING PLAN

Document #	Revision	Issuance Date
LEPL-QHSE-P-015	()	10. Aug. 2021

1. Purpose

The purpose of this procedure is to define mechanism and responsibilities for:

- 1. determining HSE training, competency, skill and development needs
- 2. providing necessary training, awareness, skill or competency
- 3. Maintaining training records,

2. Scope:

This procedure applicable to all HSE training activities, covers the entire operations and staff development.

3. Responsibility

HSE Department / Human Resource department is responsible to identified training with the consultation with concern department, as per the need identification. HSE department is provide inhouse training & keeping records of all in-house training, However Human Resource department is responsible to arrangement outside training and keeping records record of outside training by personnel and also maintain records of personnel competency requirement.

4. Procedure

- **a.** HSE Department in coordination with Technical Team to identifies HSE and Task Specific Training requirement on yearly bases.
- **b.** These requirements are passed on to HOD (HSE/ Technical), who will review and approve for the in-house training,
- **c.** HSE department is responsible to maintain records of all HSE training need identified and develop training plan for whole year in coordination with HOD (HSE/ Technical) and maintain records.
- **d.** HSE Manager may identify HSE and Task Specific training needs in any area that has an impact on HSE.

Some of the more frequently chosen topics may be;

- I. HSE Impact and risk assessment
- II. NEPRA Safety Code etc.
- III. HSE Orientation and Awareness training
- IV. Auditing for HSE systems
- V. Emergency response procedure
- VI. Hazardous and non-hazardous waste management
- VII. HSE performance monitoring and measurement
- VIII. Operational procedure specific to operation
- IX. Contractors training
- X. Use of PPEs
- XI. Work permit





HEALTH & SAFETY TRAINING PLAN

Document #	Revision	Issuance Date
LEPL-QHSE-P-015	0	10. Aug, 2021

XII. Fire Fighting

XIII. Safe Defensive Driving

XIV. Electrical safety

XV. Agronomics

XVI. Environmental control

XVII. Storage, handling and transportation of chemical

XVIII. Any other HSE training

XIX. Behavior based safety

XX. First Aid

XXI. Spill management

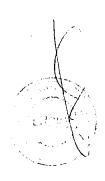
XXII. Biodiversity awareness

XXIII. Safety signage's

- 4.1 HR department in coordination with HSE or concern department is responsible to define minimum competency requirements for all those who perform task that may have significant HSE consequences / impacts. This may be on the bases of education, training, experience or a combination thereof.
- 4.2 HR Department maintain a list of such designations along with minimum competence requirements. The competency requirement includes any specific HSE requirement. This record is maintained on LEPL-QHSE-F-041 or by HR Department.
- 4.3 Any persons not meeting the minimum competency requirements should be planned for receiving the required training at the earliest opportunity.

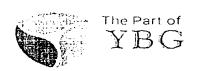
5. Records to be maintained

Number	Records	Maintained By	Retention Period
LEPL-QHSE-F-040	Training need Identification	HSE Department HR Department	3 Years
LEPL-QHSE-F-041	Competency Requirements	HR Department	3 years
	Training Records	HSE Department	3 Years





Lucky Energy (PVT.LTD) Lucky One Power House



······································		Power House		
Name of Training	Course	Cummins C3750D5		
Duration of Traini	ing	10:00AM to 12:30 PM		
Date		23-May-22		
Name of Trainer		Muhammad Shoaib Khan		
Participants	· · · · · · · · · · · · · · · · · · ·			
S.Ño	ID Card Num	Name	Designation	Signature
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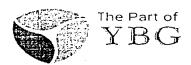
Head Of Department

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Lucky Energy PVT.LTD.



Lucky Energy (PVT.LTD) Lucky One Power House



		Power House		
Name of Training Co	ourse	Operation of MV Switchgears		
Duration of Training	g	10:00AM to 12:30 PM		
Date	,	16-May-22		
Name of Trainer		Muhammad Talha Jawed		
Participants	·			
S.No	ID Card Num	Name	Designation	Signature
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		HVAC Department		
Name of Training Course		Cooling Tower		
Duration of Traini	ing	10:00AM to 12:30 PM		
Date		12-July-22		
Name of Trainer		Naeem Shahid		
Participants	· · ·			
S.No	ID Card Num	Name	Designation	Signature
51	0623	Shadab Taj	Technician	一支持
27	0620	Shazaib	helper	
ं) 3	0552	Tamseel	helper	Serve.
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Head Of Department

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Lucky Energy PVT.LTD.





		HVAC Department		
Name of Training (Course	Hot water Chiller		
Duration of Trainir	ng	10:00AM to 12:30 PM		
Date		05-Aug-22		
Name of Trainer		Syed Safdar Raza		
Participants				T
S.No	ID Card Num	Name	Designation	Signature
01	523	Syed Ali Raza Kazmi Muhammad Jawaid	Asistant Inchasy	4.6
02	567	Muhammad Jawaid	Technician	Fin
03	596	Syed Bases Alli	Technician	1
04	631	Sypt Foiz Adi	Technicim	7,00
05	623	Stadas Taj	Technician	
06	Sas	Muhammad Foisal	Technician	Z=>31
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Head Of Department

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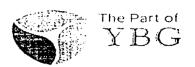


		HVAC Department			
Name of Training	Course	Centrifugal Chiller			
Duration of Traini	ng	10:00AM to 12:30 PM	10:00AM to 12:30 PM		
Date		18-July-22		<u></u>	
Name of Trainer		Daniyal Mehmood			
Participants			· · · · · · · · · · · · · · · · · · ·		
S.No	ID Card Num	Name	Designation	Signature	
91	2531	Khurvam Falak	Technician	T()	
03	0567	M. Jawaid	c,	Jac	
03	0596	Syed Babas Ali	c	345	
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06	0601	Syed Raheel Ali	7,	2	
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Head Of Department

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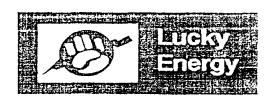


		HVAC Department		
Name of Training Course Flue Gas Chiller				
Duration of Traini	ing	10:00AM to 12:30 PM		
Date		22-Aug-22		
Name of Trainer	- 	Syed Safdar Raza		
Participants	. ·	1		
S.No	ID Card Num	Name	Designation	Signature
01	Sâ3	SYED ALI RORA KARMI	Asistant Inchaige	~. (a) (b)
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03	567	Muhammad Javaid	Technician	7:5
04	S72	muhammad Sohaid	Technician	\$1
526	596	Sxed Baber Ali	Technician	345
06	601	Sypd Rahoel ACI	Technician	2
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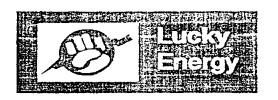


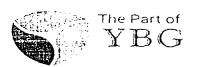
		Power House		
Name of Training (Course	Jenbacher 620		
Duration of Training	ng	10:00AM to 12:30 PM		
Date		20-June-22		
Name of Trainer		Muhammad Shoaib Khan		
Participants	· · · · · · · · · · · · · · · · · · ·			, · · · · · · · · · · · · · · · · · · ·
S.No	ID Card Num	Name	Designation	Signature
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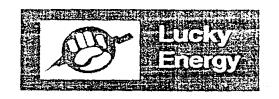


		Power House		
Name of Training	Course	Jenbacher 624		
Duration of Traini	ing 10:00AM to 12:30 PM			
Date	Date 27-June-22			
Name of Trainer Muhammad Shoaib Khan				
Participants -				
S.No	ID Card Num	Name	Designation	Signature

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Head Of Department

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		Power House		
Name of Training Course Jenbacher 320				
Duration of Traini	ing	10:00AM to 12:30 PM		
Date		13-June-22		
Name of Trainer		Muhammad Shoaib Khan		
Participants	1.519.14			
S.No	ID Card Num	Name	Designation	Signature
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Head Of Department

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Lucky Energy PVT.LTD



Email: into@skenbms.com Phone: +92 213 3416 7772 Mobile: +92 303 2241422,

+92 323 2178789

Tr	aining Registrati	on Form
Training Title Contact Person Company NTN Address Contact Person Phore No. of Participant	Pd Mansor Alm Ky Energy (Pl) 12-06/7-11-2 2-1B, Block-21, 1 Em	Cantella finds Detal "B" Area Karaclic all mansons aboved istacky energy net. Date 13-09-2020
	Participants Deta	ils
Zain-ul-Islam Mec Forzal Ahmed R.P.a	ignation Mobile hanical Engineer 0302- nd HVAC Apera let 10334- Engineer 0335-2	Email 2 3 7344 — 9409090 —
Single Day Registration @ Rupee Full Training (Two Days) Registr		(Per Person)
Notes:		
 ✓ ittⁿa registration discount ✓ Training fee will include hunch and two hi-teas ✓ Group discount is valid for the date of event can be government authority or to 100% advance Registrat Services 	participation certificate, technic or three or more registrations from the change in case of unplanta- meertain circumstances ion fee should be paid in fav	al presentation and data sharing,
✓ Registration fee is non-re	lundable	mal (Lucky)
SKEN Business Managemer Services	ıt.	Contact Person Signature Or Company Seal

www.skenb.is.com

Suite No. 511, 5th Floor, West Land Trade Centre C-5, C, C, Area-Shaheed-e-Millat Rd, Kathiawar Society Block 7/8 PECHS, Rarachi

CERTIFICATE OF PARTICIPATION

This is to certify that

Mr. Fazal Ahmed from Lucky Energy Private Limited

has successfully completed two days training course on AIR COMPRESSORS & CENTRIFUGAL PUMPS

DESIGN, OPERATION, MAINTENANCE & TROUBLESHOOTING

held on 28th & 29th September 2022 at Hotel Ramada Creek, Karachi

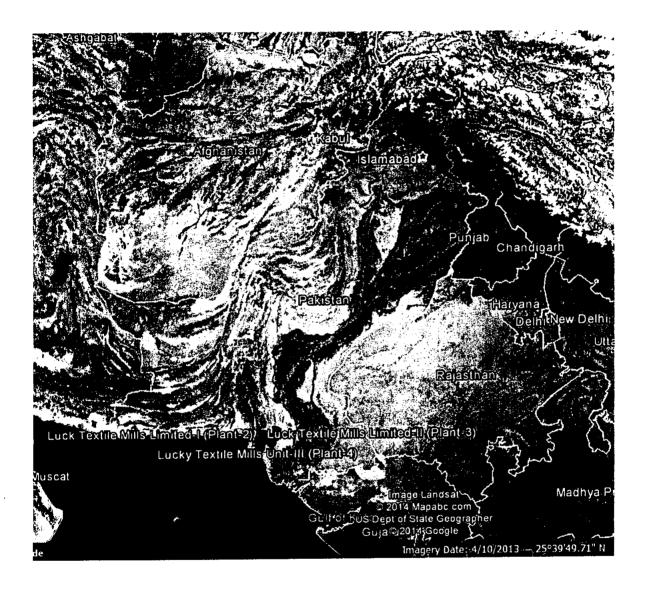
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A LUNG BOOK

Schedule III (Regulation 3(4)(a)(D)10 i. *

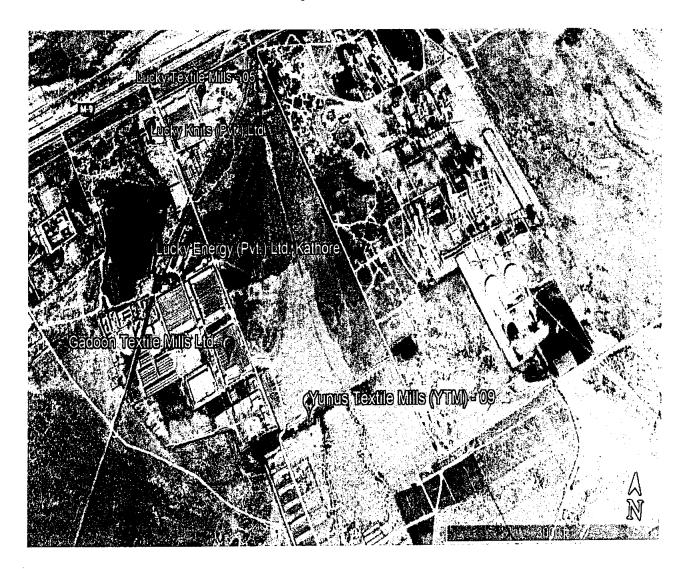
Proposed service territory

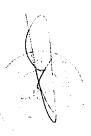
Proposed Service Territory of Lucky Energy (Pvt.) Limited (LEPL)



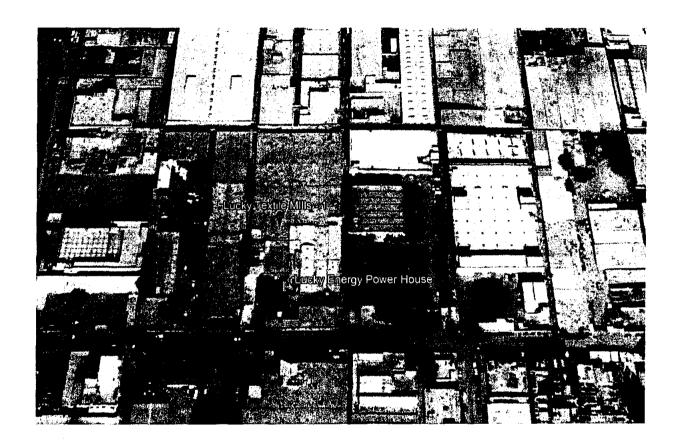


Location/Layout of Plant-1 of LEPL



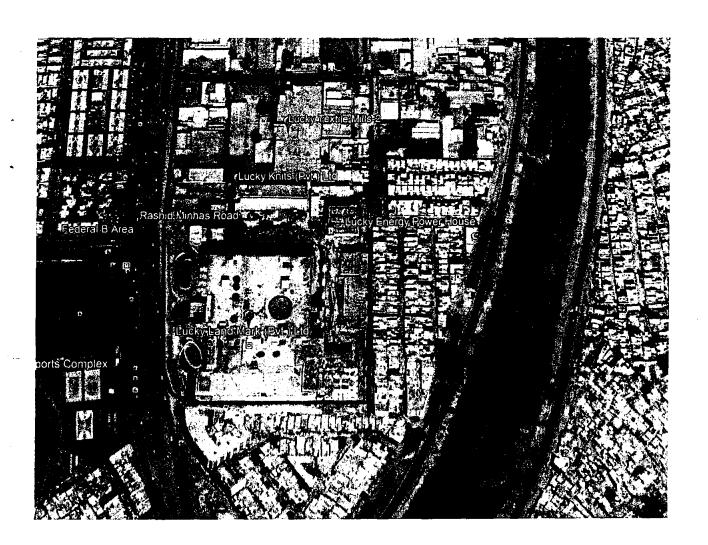


Location/Layout of Plant-II of LEPL





Location/Layout of Plant-III of LEPL





Location/Layout of Plant-IV of LEPL





Schedule III (Regulation 3(4)(a)(D)10 ii. *

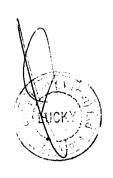
Billing and collection procedures (including provisions for remote metering)



MICKY ENERGY (PVT) LTD.

lead Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan, Tel; (92-21) 36321311 -36334729 Cell; +92-331-2046324 Web; www.luckyenergy.net

LEPL has installed meters on the outgoing feeder switchgears for metering and charging the electricity consumption of its Bulk Power Consumers (BPCs). Each month, the energy consumption readings are recorded on the meters of outgoing switchgears and billing is carried out accordingly by finance team against the agreed upon tariff.





Schedule III (Regulation 3(4)(a)(D)10 iii. *

Ability to access consumer metering systems and other services/equipment



LUCKY ENERGY (PVT) LTD.

Head Office: L-A, 2/B, Block-21, Federal "B" Area, Karachi-Pakistan. Tel: (92-21) 36321311 -36334729 Cell: +92-331-2046324 Web: www.luckyenergy.net

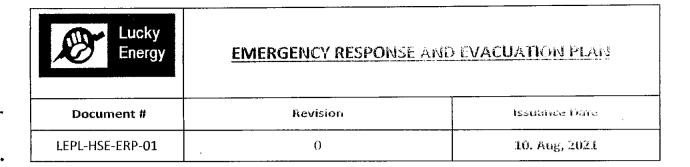
LEPL has installed meters on the outgoing feeder switchgears for metering and charging the electricity consumption of its Bulk Power Consumers (BPCs).





Schedule III (Regulation 3(4)(a)(D)10 iv. *

Emergency provisions and protocols



LEPL

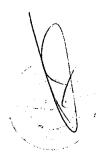
NATURAL GAS BASED POWER PROJECT



EMERGENCY RESPONSE AND EVACUATION PLAN

Prepared by: HESS Sustainability Consultant







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LEPL-HSE-ERP-01	0	10. Aug, 2021

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Revision No.	Document Control No.	LEPL-HSE-MP-EREP- 01	Approval/Review Date	10-Aug- 2021
Department	LEPL- Heath Safety Department	y and Environment	Document Type	МР
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Reviewed by	: Sohail Raza	SH		
Approved by	r: Adnan Mazhar	() Lan		

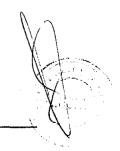




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7.0	EMERGENCY DRILLS	
	REVISION OF ERP	





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1.0 OBJECTIVE

The objective of this procedure is to furnish guidelines for the people working at LEPL Gas Powered Plant for developing their awareness and preparedness during emergencies and to react positively to minimize losses and recover in minimum time.

2.0 SCOPE

This document is applicable to LEPL Gas Powered Plant. All the employees, visitors and subcontractors will follow the procedure for ERP mentioned in this document.

3.0 ABBREVIATION / DEFINITION

ERP : Emergency Response Plan

HSE : Health, Safety & Environment

ETF : Emergency Task Force

FDO : Front Desk Officer

Potential Emergencies : Power failure, Medical, Fire, Natural

disaster, terrorism, Environmental.

Internal Resources : ETF, smoke detectors, first aiders, First Aid Box.

External Resources : Fire brigade, Hospital, Rescue service, bomb

disposal service.

4.0 RESPONSIBILITIES

It identifies the roles and responsibilities of the personnel for the preparedness and response of different emergencies.

4.1 ETF Leader

ETF Leader is responsible to handle any emergency & to make necessary decision in case of emergency. ETF Leader with HSE staff should make necessary arrangement to handle any potential emergency in LEPL Gas Powered Plant.



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4.2 FDO / Reception Staff

FDO will be focal point for all communication during the emergency. FDO should communicate the nature of emergency or location of manual call point from control room to ETF Leader & ETF Staff. On receiving the call for help, FDO communicate the location, name, nature of emergency, number of victims to ETF Leader & ETF Team. FDO can raise evacuation alarm, reset alarm or make a conference call to all LEPL Gas Powered Plant employees, if instructed by ETF Leader. FDO should always keep an updated list of important telephone numbers of rescue / emergency services, fire brigade, police, nearest hospital etc. & communicate it to ETF team periodically. FDO can call for help to external parties upon instruction of ETF Leader or Admin Manager.

4.3 Security Staff

Security Staff Rep should issue a visitor card to every visitor and explain evacuation map & general instruction that will help them in case of emergency. Security staff will assist the ETF Leader in head counting during evacuation, and guide the employee, visitor, contractor to assembly point.

4.4 First Aider

Under the guidance & instruction of ETF Leader, First Aider is responsible to handle the injured person, victims in case of any emergency. First aider should communicate & assist the ETF Leader to access the severity of victims & recommend the mobilization to hospital for proper treatment. First aider should communicate the first aid equipment/kit requirement to ETF Leader for timely arrangement.

4.5 Electrical Staff

Electrical Staff under the supervision of ETF Leader should cut off Powered lines, raise emergency alarm, and reset alarm during the emergency.

4.6 Kitchen Staff

Kitchen staff should shut down all Gas supplies to kitchen, Geysers & other gas-based equipment, as and when instructed by ETF Leader during any emergency.

4.7 Searcher

The searchers should be allocated to search the people stuck inside the building, plant during the emergency, upon receiving instruction from ETF Leader.



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5.0 PROCEDURE

General

All the staff working at LEPL Gas Powered Plant will attend the orientation and emergency response plan training sessions to be held by HSE department. It is the duty of all the staff to remember the displayed facility, floors and rooms' evacuation maps and follow these in case evacuation is needed. Visitors & subcontractors will follow the ERP as guided during induction training issued at the time of entry in LEPL Gas Powered Plant.

Below is the ERP procedure for specific potential emergencies:

Fire

In case of fire from any source or Powered failure from short circuiting in any area of LEPL Gas Powered Plant:

Step 1:

Any person finding the emergency will raise the warning bell from manual call point. The alarm sound is like ring bell which warns about an emergency. (In case of fire only, use the nearest fire extinguisher if the fire is in its early stages)

Step 2:

FDO at Reception will note the emergency area indicated and share this information to ETF Leader or call First Aider for help.

Step 3:

ETF leader and HSE team will immediately locate the exact place of emergency and try to overcome it.

Step 4:

If successful ETF leader will ask Electrical Staff to reset the alarm and advise the staff not to leave the building,

Step 5:

If unsuccessful ETF leader will ask the electrician to turn off the main switch and turn ON, the evacuation siren.



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Step 6:

On hearing the sound of siren all the staff will leave the building and gather at assembly points by following the evacuation paths and exit signs. HSE team will guide the people for evacuation by making them available at the exit doors of the building till the complete evacuation).

Step 7:

The ETF leader with the help of FDO will call the relevant authorities as needed by using the emergency numbers given in Annex 1. At the same time First Aider(s) will make their first aid boxes ready and make themselves stationed at security office.

Step 8:

The searchers appointed at different areas will have a quick round of their respective areas and report the complete evacuation of the building to ETF leader.

Step 9:

ETF leader will make sure that injured person(s) get first aid from first aider. In case of serious injury, ETF Leader should call emergency or rescue service or make necessary arrangement to move the victim to nearest hospital.

Step 10:

ETF leader will then have a head counting with respect to the daily attendance log sheet.

Step 11:

Once the emergency is over ETF leader will ask the electrician to turn the main switch on and advise the staff to re-enter the building.

(PLEASE REFER TO ANNEX 2 ERP FLOW CHART)

Terrorism

Potential terrorism act at LEPL Gas Powered Plant can be a bomb threat call/ Suicide attack/ armed assault. In such situation all the security and safety control will be shifted to Pak army and Pak rangers (441 brigade will take over the command)

Follow the following steps to handle this type of emergency:

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Step 1:

Note all the information on bomb threat call FDO, ETF Leader or HSE Team

Step 2:

FDO or ETF Leader may further call and inform the 441 Brigade Pak Army / Rangers

Step 3:

If instructed leave the building

Earthquake

In case of earth quake the following steps to be followed:

Step 1:

Raise the evacuation Siren and leave the building by walking slowly.

Step 2:

Gather at designated assembly points

Step 3:

Re-enter the building if instructed by the ETF leader.

Note:

In case of trapped inside the room try to position you under the beam.

Medical

In case of any injury, acute illness, electric shock and cardiac arrest following steps should be followed:

Step 1: (for victims)

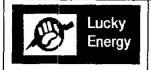
Immediately report to the first aid room.

Step 2: (for first aiders)

Provide necessary First Aid as per the condition of the victim.

Step 3:

Inform ETF leader about the condition of victim and further action



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Step 4:

Call at the security gate for vehicle to move the victim to nearest hospital, if advice by First Aider.

Step 5:

Bring the victim to nearest hospital and inform the doctor about the condition of victim and first aid given.

Step 6:

Bring the personnel back to the office if the doctor allows and report ETF leader.

Environmental Accident

Potential environmental accidents are spills, chock of sewerage lines etc. In case of any environmental accident, call for help displayed emergency number to inform ETF Leader. ETF Leader will secure the accident place with the help of ETF Team and if necessary call the relevant external authorities.

Severe Weather

In case of heavy rain, dust storm, hurricanes etc. no one will leave the office until the weather condition becomes favourable. FDO will update ETF Leader about latest weather forecast by coordinating with the local weather department.

Robbery / Assault

During Robbery or assault:

- Cool and calm.
- ➤ Alert neighbouring mills and authorities (only if you feel that you and your colleagues are at a low risk).
- Avoid quick or sudden movement.
- Do not offer resistance.
- Do not argue or shout at the robbers/dacoits during the episode.

6.0 ACCESS TO THE EMERGENCY EQUIPMENT

Employee/Contractor will be familiar with nearest Manual Call Point (MCP), Fire Extinguisher, nearest safe Escape Route and Assembly Point.



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7.0 EMERGENCY DRILLS

Emergency drills will be conducted in every six months (may be at the first week of January and July every year), or at any other time as required. Any discrepancy observed during emergency drills will be reported to HSE department. Corrective actions will be taken and decisions made in HSE regular meetings.

8.0 REVISION OF ERP

ERP will be revised as and when required based on any changes in the existing system/procedure, facility and manpower.





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Annexure-1:

FDO/	Reception Staff Numb	ers	
Sr. No.	Name	Designation	Ph. Number
1	Mansoor	Admin Incharge	03362627661

ETF N	umbers		
Sr. No.	Name	Designation	Ph. Number
1	Muhammad Zohaib	Electrical Manager	0333 3134230
2	Fazal	Mechanical Engineer	0314 2163633

First A	ider Numbers		
Sr. No.	Name	Designation	Ph. Number
1	Mansoor	Admin Incharge	03362627661

Import	tant Telephone Numbers			
Sr. No.	Name	Title	Ph. Number	
1	Patel hospital	Ambulance	021-111174174	
2	Fire Brigade	Town Fire Station	021-99215008	
3	L-One Security	Security	03112775378 03132523023	1
4	L-One Fire Brigade	Fire Brigade	03152297278 03443896337	1
5	L-One Ambulance	Ambulance	03152297278 03443896337	7
6	FWO Trauma Center	Nearest Hospital	0335 3081111	
7	Agha Khan University Hospital	Any Other	021 34930051	
8	Edhi Welfare Organization	Ambulance	0092(21) 32413232 or 115	
9	Bomb Disposal	Bomb Disposal Services	021 2416626	1
10	Main Dispensary	First Aid Services	329- dispensary	



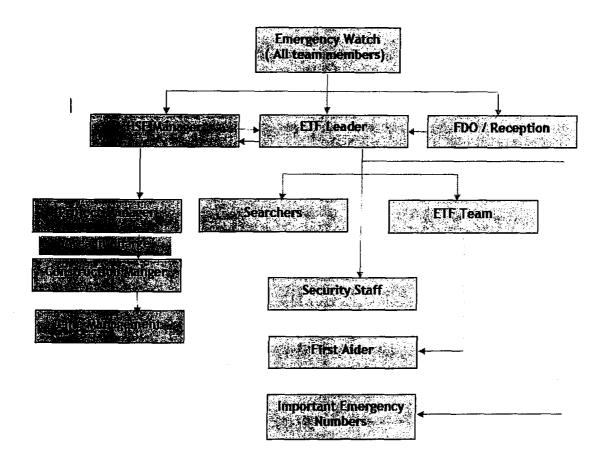
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11	441 Brigade	Rescue/ Emergency Services	0332 6363441
12	Fire Brigade	Fire Brigade Hyd.	022 9260372 022 9260373
13	Bahria town Rescue and Relief services	Fire Brigade Khi.	021-34560033



Lucky Energy	EMERGENCY RESPONSE A	IND EVACUATION PLAN
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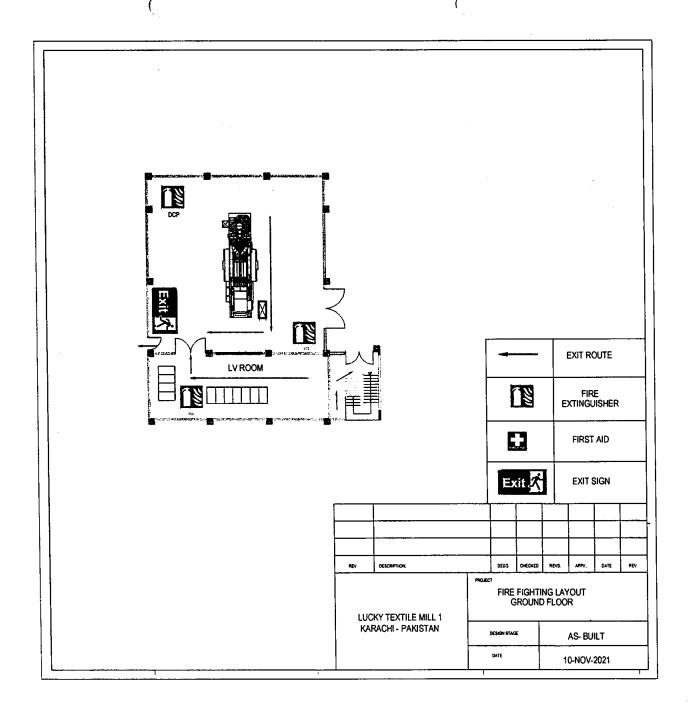
Annexure-2- ERP Flow Chart



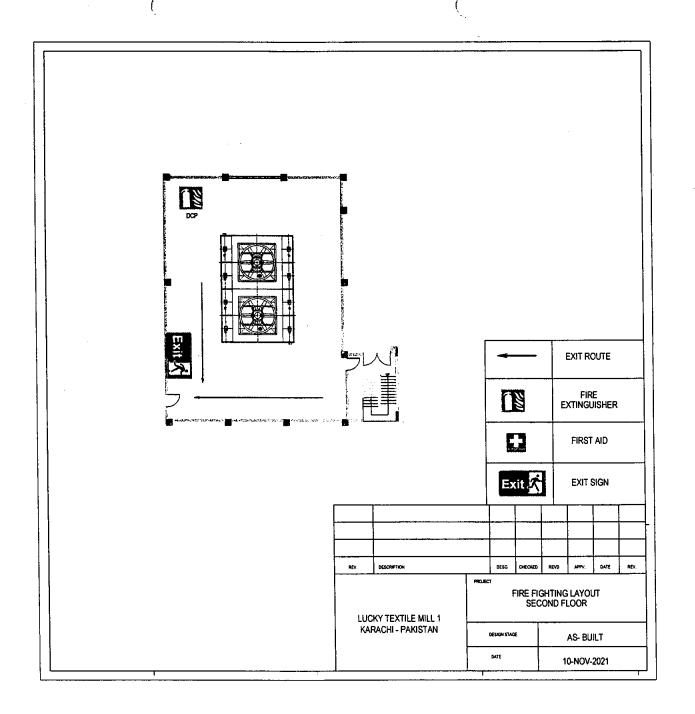


EXIT ROUTE. 1 FIRE EXTINGUISHER FIRST AID Exit 🗷 **EXIT SIGN** DESCRIPTION OECOED REVD. APPV. DATE FIRE FIGHTING LAYOUT GROUND FLOOR 1ST MEZZANINE LUCKY TEXTILE MILL 1 KARACHI - PAKISTAN DESIGN STACE AS- BUILT 10-NOV-2021

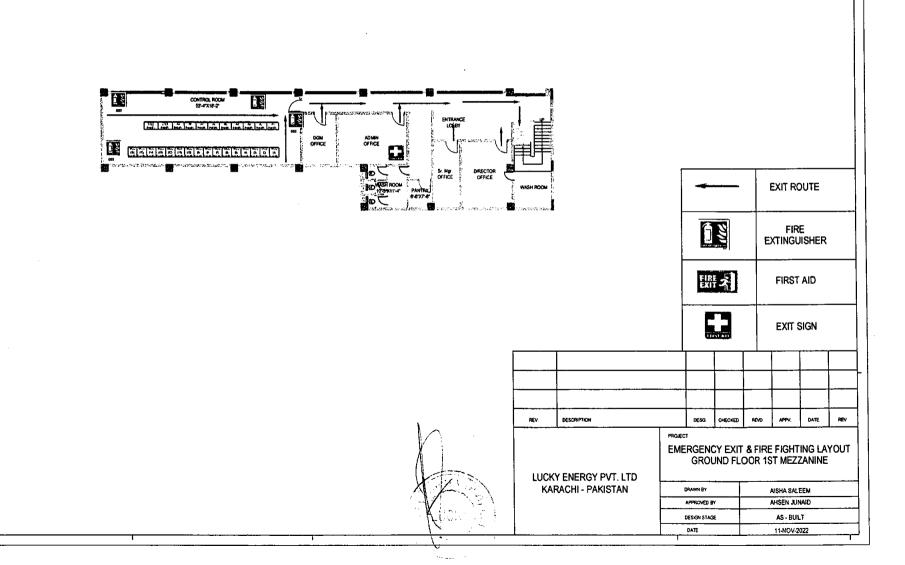
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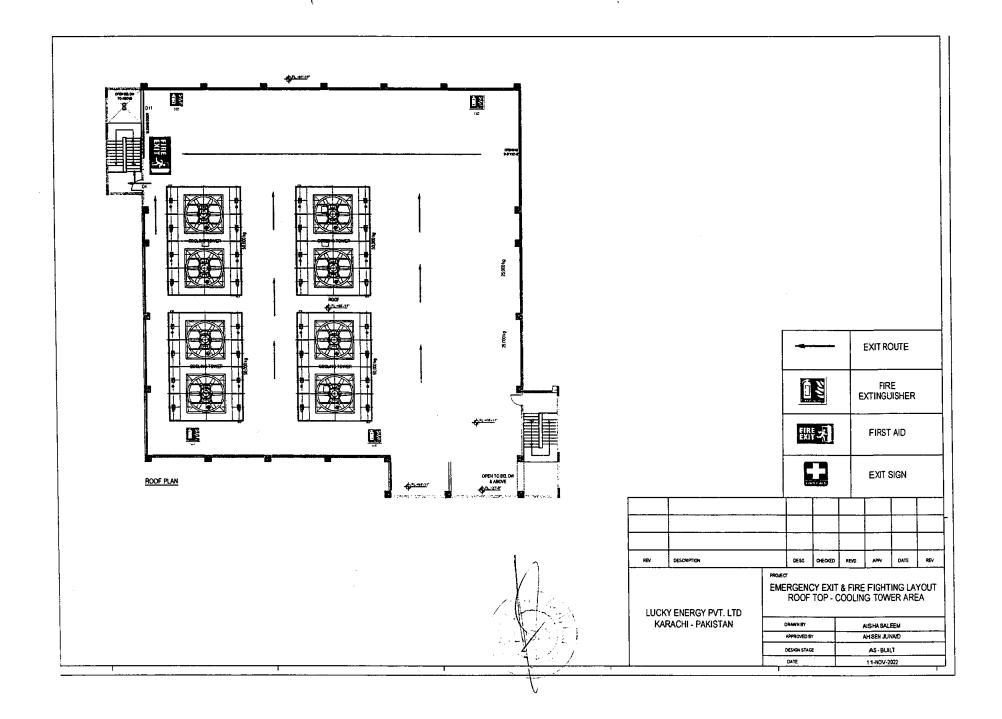


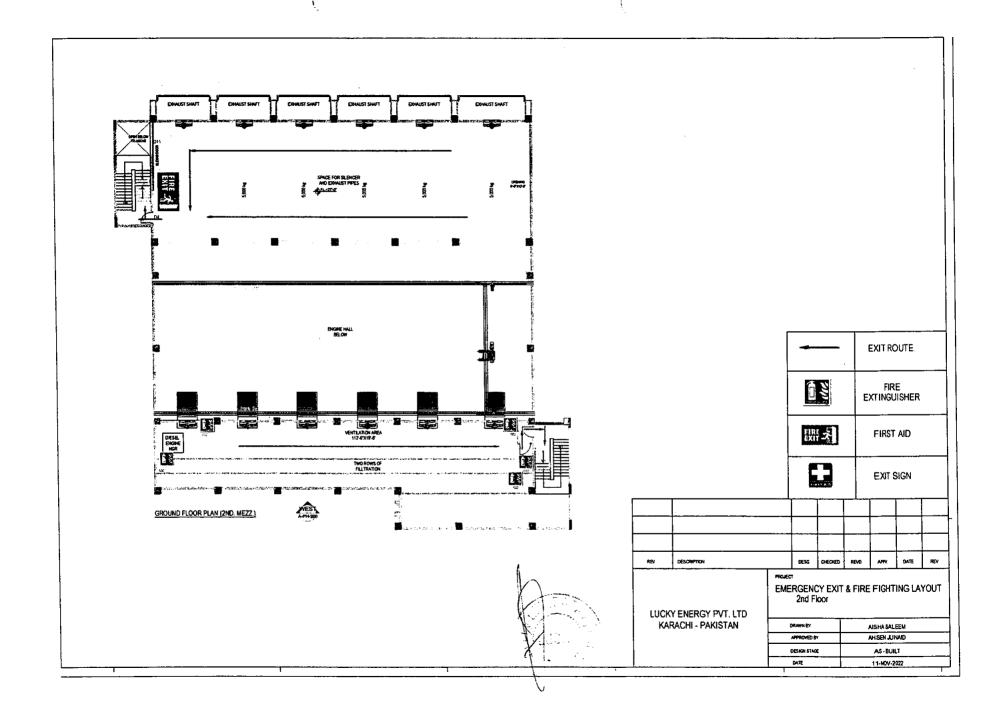


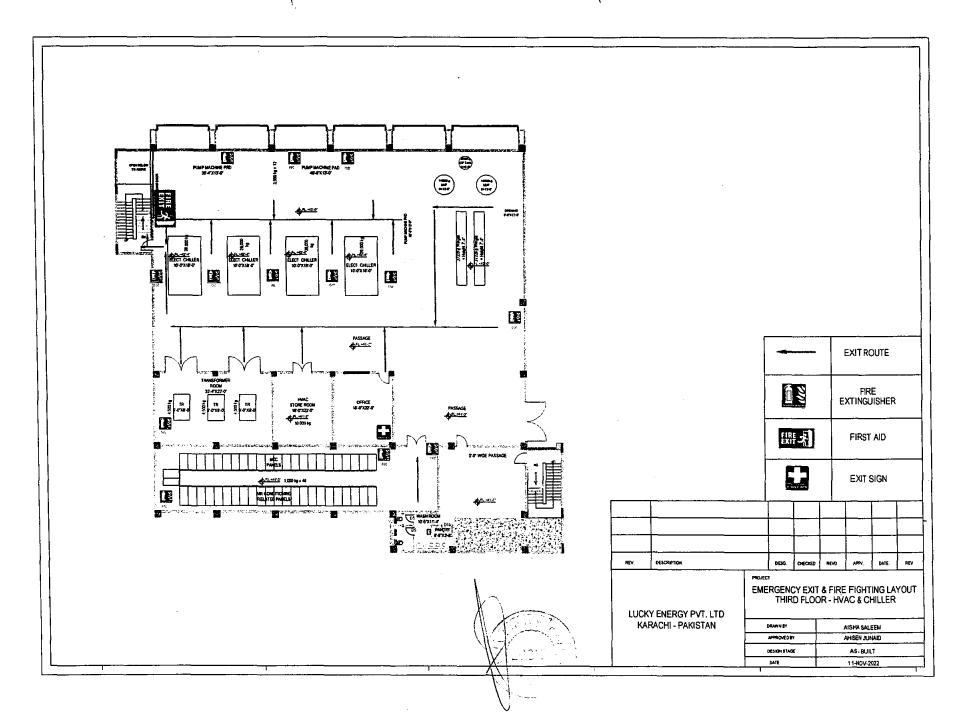








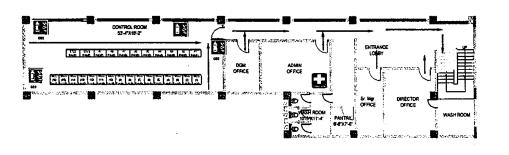




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PUMP MACHINE PAD 17-07XS-07 **EXIT ROUTE** FIRE EXTINGUISHER FIRST AID **EXIT SIGN** DESCRIPTION DATE DESG CHECKED REV REVD EMERGENCY EXIT AND FIRE FIGHTING LAYOUT GROUND FLOOR LUCKY ENERGY PVT. LTD KARACHI - PAKISTAN DRAWN BY AISHA SALEEM AH SEN JUNAID DESKIN STAGE AS-BUILT DATE 1 1-NOV-2022

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LUCKY ENERGY PVT. LTD

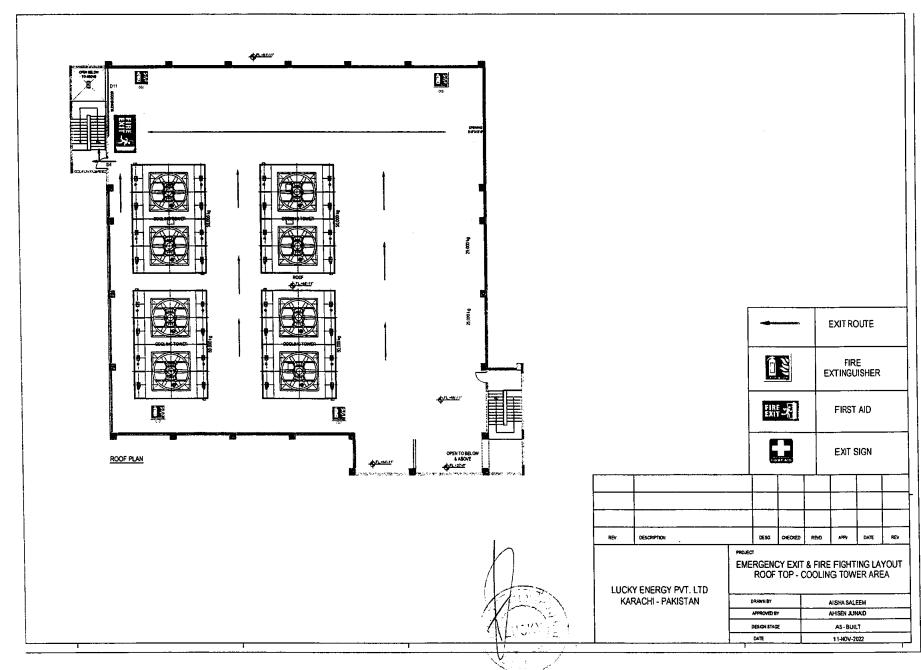
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EMERGENCY EXIT & FIRE FIGHTING LAYOUT GROUND FLOOR 1ST MEZZANINE

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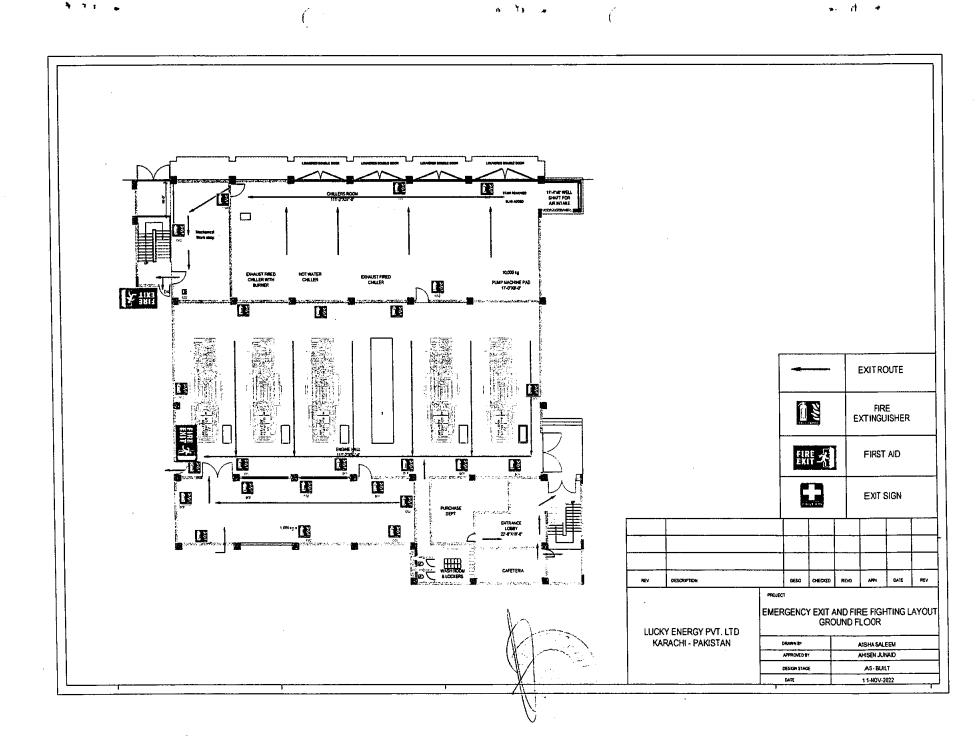
DRAWN BY	AISHA SALEEM
APPROVED BY	AHSEN JUNAID
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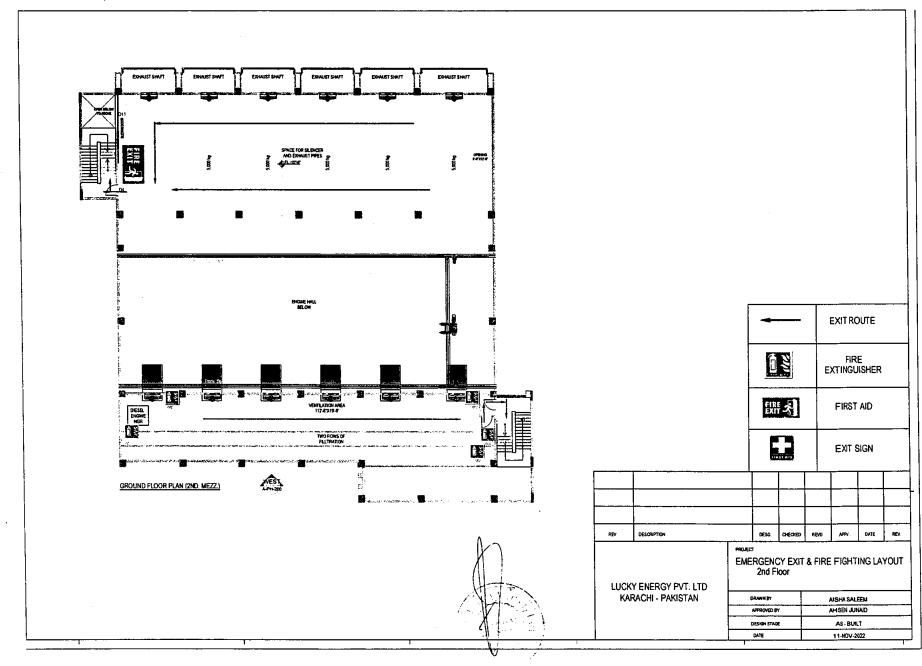


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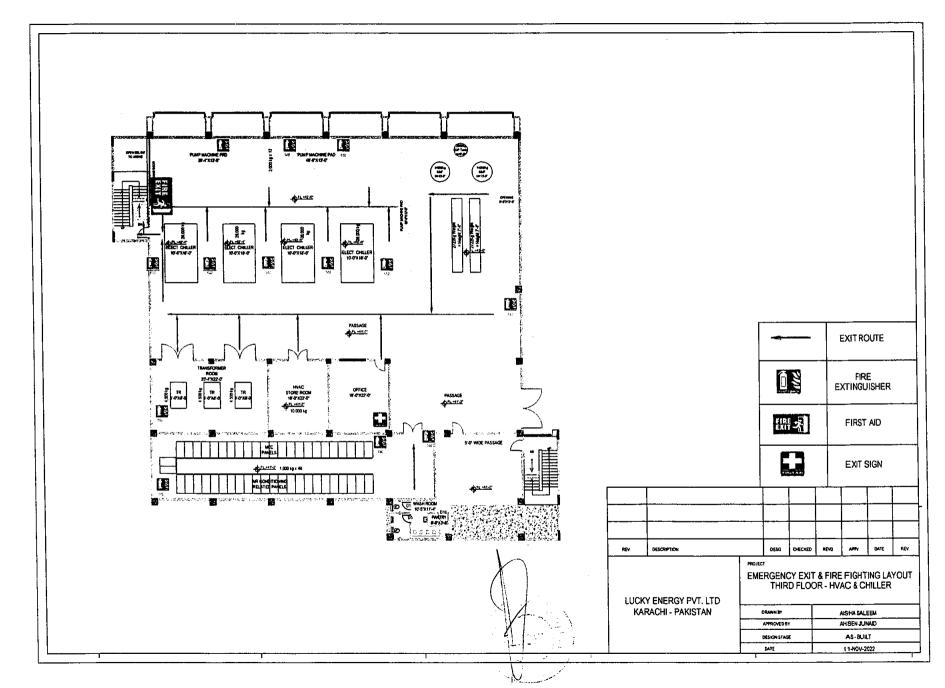


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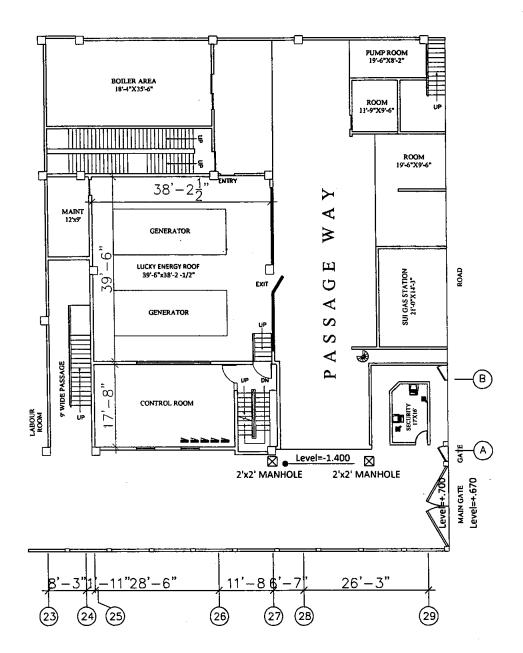
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Schedule III (Regulation 3(4)(a)(D)10 v. Basis of common services for commercial and residential consumers and their allocation thereof



LUCKY ENERGY (PVT) LTD.

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With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D) 10 v. Basis of common services for commercial and residential consumers and their allocation thereof", it is to be informed that since LEPL power houses are already in operation since 1994 (with NEPRA license sought in 2005), the said clause is not applicable.

