

EXTRA-ORDINARY GENERAL MEETING

of

Shepherd Industries PLC



-:Head Office:-

House#24, Road#04, Sector#04, Uttara, Dhaka-1230
Tel: +88-02-48963340-42, Fax: +88-02-48963359-60

-:Factory Office:-

Bagrapara, Kathalia, Bhaluka, Mymensingh
Tel: 09022-56122, 56124-25, 56127, 56142, Fax: 09022-56126, 56288, 56105

Message from the Chairman

Dear Shareholders,

I, on behalf of the Board of Directors have the pleasure to welcome all of our esteemed shareholders on the occasion of the Extra-Ordinary General Meeting (EGM) of the company and I also want to give thanks to honorable shareholders for joining with us to make the event successful.

The Board of Directors of your Company, at their meeting held on February 24, 2023 approved the draft Scheme of Amalgamation of Shepherd Textile (BD) Limited (Transferor Company) with Shepherd Industries PLC (Transferee Company), whereby your Company shall be the surviving entity. The EGM has been convened as per the order dated on 22nd May 2023 and Matter No. 169 of 2023 passed by the Hon'ble High Court Division of the Supreme Court of Bangladesh and approving the Scheme of Amalgamation by the Shareholders of the Company. The Board now proposes that Shepherd Industries PLC and Shepherd Textile (BD) Limited complete the legal formalities and amalgamate as **One Company, One Term, One Spirit**.

The proposed amalgamation shall simplify the corporate structure of the Company with a view to generate improved operational efficiencies and saving, economies of scale and synergies from better allocation of resources and thereby improve the financial performance of the Company. It will be helpful to optimize work force and efficient tax planning. It will become quite imperative for the Company to reduce administrative expenses involved in running operation of the Group of Companies and for achieving this purpose, for reconstruction by way of amalgamation of the Companies as transferor (i.e. Shepherd Textile (BD) Limited) with Shepherd Industries PLC, the transferee Company, also for the sake of administrative and management convenience i.e. convenient monitoring, it was imperative to take a positive decision regarding amalgamation of two transferor company, namely, Shepherd Textile (BD) Limited with Shepherd Industries PLC because these two Companies share the same Head Office; both the Companies' factories are located in the same premises and both the companies' shareholders and Board of Directors are almost the same.

We are counting on your continues support to finalize the amalgamation process which will be a major level of our growth strategy. I am to invite you to this EGM seeking your approval for the proposed amalgamation.

Your Sincerely,

-Sd-

Chung Wen Kuei

Chairman

Dated: June 04, 2023



SHEPHERD INDUSTRIES PLC

Corporate Office: House # 24, Road # 04, Sector # 04, Uttara, Dhaka-1230

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NOTICE OF AN EXTRA-ORDINARY GENERAL MEETING

An application under Section 228 and 229 of the Companies Act, 1994 being Company Matter No. 169 of 2023 was filed and moved the Hon'ble High Court Division of the Supreme Court of Bangladesh. The Hon'ble High Court by and order dated 22nd May 2023 was pleased to admit the said application.

Notice is hereby given, in accordance with the decision of 157th Board of Directors Meeting dated 07th June 2023 and the direction of the Hon'ble High Court Division by its order dated 22nd May 2023 that an Extra-Ordinary General Meeting of the shareholders of the Company will be held on **Sunday, 25th June 2023 at 10.00 a.m.** (GMT+6) through digital platform at the link <https://shepherd-egm.bdvirtual.com> in accordance with the Bangladesh Securities and Exchange Commission's Order No. SEC/SRMIC/94-231/91; dated: 31 March 2021 to transact the following business:

Agenda: To approve the draft Scheme of Amalgamation of Shepherd Textile (BD) Limited (Transferor Company) with Shepherd Industries PLC (Transferee Company).

To consider, and if thought fit, to pass the following resolution, with or without modification as a **Special Resolution:-**

"RESOLVED THAT the draft Scheme of Amalgamation of Shepherd Textile (BD) Limited (Transferor Company) with Shepherd Industries PLC (Transferee Company) ("the Scheme") be and is hereby approved subject to sanction of the Scheme by the Hon'ble High Court Division of the Supreme Court of Bangladesh in accordance with the provisions of Section 228 and 229 of the Companies Act, 1994, and approval of the said Scheme by the shareholders and creditors of Shepherd Industries PLC in accordance with law in similar manner, let Shepherd Textile (BD) Limited be amalgamated with Shepherd Industries PLC in terms of the Scheme."

The Scheme of Amalgamation shall be kept available at the registered office of the Company, as shown above and would be available for inspection by all concerned (during office hours).

BY ORDER OF THE HON'BLE HIGH COURT DIVISION

-Sd-

Kao Wen Fu

Managing Director

Shepherd Industries PLC

Dated: Dhaka, June 04, 2023

NOTES

1. *The Record Date of the Company is on **June 14, 2023**. Members whose names appeared in the Company's register (certificated and depository) at the close of business on the Record Date, will be entitled to attend the EGM.*
2. *A Shareholder eligible to attend and vote at the EGM or may appoint a proxy to attend and vote in his/her behalf (through digital platform) by filling Proxy Form. The Proxy Form must be affixed with requisite revenue stamp of Tk. 20/= and must be sent through email to the Share Department of the Company at share@shepherdbd.com at least 48 hours before the day and time fixed for the EGM.*
3. *Members are requested to notify change of address, if any, through their respective Depository Participants before the Record Date.*
4. *Login virtual meeting through company's provided link and password will be considered as attendance by the Shareholders and virtual meeting room will open before 24 hours of the meeting.*
5. *No gift/benefit in cash or kind shall be paid/offered to the shareholders as per BSEC circular no. SEC/CMRRCD/2009-193/154, Dated, 24 October 2013 for attending the EGM.*

SCHEME OF AMALGAMATION

Under Sections 228 & 229 of the Companies Act, 1994

BETWEEN

SHEPHERD TEXTILE (BD) LIMITED

.....TRANSFEROR COMPANY

WITH

SHEPHERD INDUSTRIES PLC

.....TRANSFeree COMPANY



PART-1

GENERAL

1. Description of Parties

TRANSFEROR COMPANY

- (a) **Shepherd Textile (BD) Limited (STBL)** is a Public Limited company, limited by shares, incorporated with Registrar of Joint Stock Companies and Firms of Bangladesh (RJSC) on 16th November 1997 under the Companies Act, 1994 vide Registration No. C-34318 (1064)/97 and having its registered office at Shepherd Tower, House No. 24, Road No.04, Sector No.04, Uttara Model Town, Dhaka-1230 is (hereinafter referred to as the **“Transferor Company”**). It obtained Trade License at its factory address: Baghrapara, Kathali, Ward No. 08, Bhaluka Pourashava, Mymensing, Bangladesh from Bhaluka Pourashava vide no.01579 which is renewed from time to time and latest for the year 2022-2023. The E-TIN number of the company is 469880599062.

TRANSFeree COMPANY

- (b) **Shepherd Industries PLC (SIPLC)** is a Public Limited company, limited by shares. It was incorporated with Registrar of Joint Stock Companies and Firms of Bangladesh (RJSC) on 21st August 2000 under the Companies Act, 1994 vide Registration No. C-41066 as private limited company. Subsequently the Company was converted into Public Limited Company on 28th May, 2015 as well as sub-divided its face value of shares from Tk.100.00 to Tk.10.00 per share, having its registered office at Shepherd Tower, House No. 24, Road No.04, Sector No.04, Uttara Model Town, Dhaka-1230 is (hereinafter referred to as the **“Transferee Company”**). It obtained Trade License at its factory address: Baghrapara, Kathali, Ward No. 08, Valuka Pourashava, Mymensing, Bangladesh from Bhaluka,

Pourashava *vide* no.01562 which is renewed for the year 2022-2023. The E-TIN number of the company is 815674589022. The company is engaged in business of spinners, weavers, hosiery manufacturers, exporters, wholesale and retail dealers in yarn, fancy yarn, acrylic, wool, artificial wool, textile, fabrics of all kinds, mill-owners, dress makers, tailors, outfitters, glovers, dry cleaners, and also manufacturing, processing, designing, spinning, dyeing, washing plant, procurement of fabric and sub-materials, cutting, sewing, trimming and packing delivery and shipping materials of fashion and apparel of all types.

The Company became a public listed Company upon obtaining approval from Securities and Exchange Commission (SEC) through issuance of shares amongst the general public (IPO). This was done by way of issuance of prospectus and inviting the public to subscribe for shares issued by the Company. Its shares are now listed with DSE & CSE and traded electronically on a regular basis.

2. Description of the Scheme

This Scheme (as defined hereunder) provides, *inter alia*, for:

- (a) The Amalgamation of **Shepherd Textile (BD) Limited** (Transferor Company) with Shepherd Industries PLC (Transferee Company) pursuant to Sections 228 and 229 of the Companies Act, 1994 ("the Act") and other related provisions of the Companies Act, 1994, in accordance with which the Transferee Company shall be the surviving corporate entity of the Amalgamation and the parent corporate existence of the Transferor Company shall cease thereafter;
- (b) The Amalgamation of the Transferor Company into the Transferee Company, by way of reconstruction and amalgamation of the Transferor Company without winding up and the consequent issuance of the Transferee Company Shares (as defined hereunder) in accordance with the Share Exchange Ratio (as defined hereunder) to the Eligible Shareholders (as defined hereunder), in respect of each share of the Transferor Company held by them in accordance with this Scheme (**Amalgamation**);
- (c) Various other matters incidental, consequential or otherwise integrally connected therewith, including the increase in the share capital of the Transferee Company.

3. Definitions and Interpretations

In this Scheme, unless repugnant to the meaning or context thereof, the expressions used herein shall have the following meanings:

- (a) "**The Act**" means the Companies Act, 1994 including any amendments hereto;
- (b) "**Amalgamation**" shall have the meaning ascribed to it in Clause 2(b) above;
- (c) "**Appointed Date**" means 30th June, 2022;
- (d) "**Board of Directors**" means the board of directors of the Transferee Company or the Transferor Company or both as the context may require;
- (e) "**Business**" means business as spinners, weavers, hosiery manufacturers, exporters, wholesale and retail dealers in yarn, fancy yarn, acrylic, wool, artificial wool, textile, fabrics of all kinds, mill-owners, dress makers, tailors, outfitters, glovers, dry cleaners,

and also manufacturing, processing, designing, spinning, dyeing, washing plant, procurement of fabric and sub-materials, cutting, sewing, trimming and packing delivery and shipping materials of fashion and apparel of all types including other activities as mentioned in the Transferor and Transferee Company's memorandum and articles of association;

- (f) **"Capital Reserve"** means the reserve of capital profits over account balance of Transferee Company on appointed date;
- (g) **"Common Shareholders"** means shareholders shown in Schedule-X of both the Transferor and Transferee Company who represent ownership in the respective companies.
- (h) **"Effective Date"** or "Coming into effect of this Scheme" of Effectiveness of the Scheme" means the day on which the certified copies of the order of the Hon'ble High Court Division of the Supreme Court of Bangladesh under section 228 read with section 229 of the Companies Act sanctioning the Scheme are filed with the Registrar of Joint Stock Companies & Firms;
- (i) **"Employees"** means all permanent employees of the Transferor Company as on the effective date;
- (j) **"Encumbrance"** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "Encumbered" shall be construed accordingly;
- (k) **"Share Exchange Ratio"** The exchange ratio is the relative number of new shares that will be allotted or given to existing shareholders of the Transferor Company that has been acquired or that has merged with another;
- (l) **"Governmental Authority"** means any national, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority, or any stock exchange, wherever located;
- (m) **"High Court Division"** means the Hon'ble High Court Division of the Supreme Court of Bangladesh having jurisdiction in relation to the Transferor Company and the Transferee Company;
- (n) **"Liabilities"** means secured and unsecured debts (whether in Taka or in foreign currencies), all liabilities, duties and obligations, along with any charge, encumbrance, lien or security thereon;
- (o) **"Record Date"** shall mean the date fixed by the respective Board of the Transferor Company and Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom the Transferee Company Shares shall be allotted under this Scheme;
- (p) **"Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) approved, imposed, or directed by the Board of Directors of the Transferor Company and of the Transferee Company or by their members or by the High Court Division;

- (q) **“Transferee Company”** means Shepherd Industries Limited, a Public Limited listed company, limited by shares, incorporated under the relevant provisions of the Companies Act, 1994 and having its registered office at Shepherd Tower, House No. 24, Road No.04, Sector No.04, Uttara Model Town, Dhaka-1230;
- (r) **“Transferor Company”** means **Shepherd Textile (BD) Limited (STBL)** is a Public Limited company limited by shares, incorporated under the Companies Act, 1994 and having registered office at Shepherd Tower, House No. 24, Road No.04, Sector No.04, Uttara Model Town, Dhaka-1230;
- (s) **“Undertakings” or “Assets”** means all the undertakings and entire business of the Transferor Company, as a going concern, and shall include (without limitation) the following:-
- (i) All the assets and properties (whether movable or immovable, tangible or intangible, present or future, contingent, corporeal or incorporeal, in possession or reversion, of whatsoever nature and wherever situate) of the Transferor Company, whether situated in Bangladesh or abroad, including, land (whether leasehold or freehold), buildings and structures, offices, residential and other premises, capital work in progress, computers, equipment, trade and other receivables, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, power lines, deposits, inventories, assets, investments of all kinds (including shares, scripts, stocks, bonds, units or pass through certificates) including shares or other securities cash balances or deposits with banks, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including but not limited to lease rights of the Transferor Company), incentives, credits (Including tax, credits), rights, easement privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, in each case, whether in Bangladesh or abroad;
 - (ii) All agreements, rights of every description, contracts, entitlements, licenses. Permits, permissions, incentives, approvals, registrations, tax deferrals and tax holiday benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any Intellectual Property Rights (IPRs) of patents, trademarks. designs, copyright, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals or every kind, name and description what so ever relating to the Transferor Company business activities and operations;
 - (iii) All Intellectual Property Rights. engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programs, manuals, dam, catalogues, sales

and advertising material, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of the Transferor Company;

- (iv) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act, Scheme or rule as refund of any tax, duty, or VAT or of any excess payment;
- (v) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that, if the re-exists any reference in the security documents or arrangements entered into by the Transferor Company under which the assets of the Transferor Company stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Undertaking of the Transferor Company vested in the Transferee Company by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in Transferee Company by virtue of the Amalgamation. The Transferee Company shall not be obliged to create any further or additional security thereof after the Amalgamation has become effective; and
- (vi) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees in respect of the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in the event of resignation, termination, death, voluntary retirement or retrenchment or otherwise.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the content or meaning thereof have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, by-laws as the case may be or any statutory modifications or reenactment thereof from time to time.

4. Rationale for Amalgamation

- (a) The Amalgamation of the Transferor Company and the Transferee Company is proposed in order to develop the management efficiency and potential for further growth and expansion of the market and to improve synergies, vertical integration, optimize resources and increase fund raising capabilities.
- (b) The Amalgamation accordingly would, *inter alia*, have the following benefits:
 - (i) Both the Transferor & Transferee Companies are under the same management. Thus, the Amalgamation will ensure focused management in combined entity thereby resulting in efficiency of management.
 - (ii) The Amalgamation will also result in administrative and operational rationalization, organization efficiencies, reduction in overhead costs and other expenses and optimal utilization of various resources.

- (iii) The Amalgamation will result in not only pooling of efficient human resources and putting them to optimal utilization for the growth of the merged entity but also attracting efficient manpower by the merged entity.
- (iv) The rationale for continuing with three separate entities no longer exist and it is considered prudent and more appropriate to consolidate similar line of business in one entity
- (v) Consolidate the managerial expertise of the Companies' involved there by giving additional strength to the operations and management of the amalgamated company resulting in to expansion of the existing business.
- (vi) Result in enhanced leveraging capability of the combined entity, which in turn will allow the combined entity to undertake new venture or future expansions strategies and to tap bigger opportunities in the industry.
- (vii) The Scheme envisages transfer of entire undertaking of the Transferor Company as a going concern to the Transferee Company and is in the interest of its shareholders, creditors, employees and all concerned.

PART-II

CAPITAL

5. **(a)** The summary of share capital of the Transferor Company as of **31st March, 2022** of **Shepherd Textile (BD) Limited** is as follows:

Shepherd Textile (BD) Limited:

(i) <u>Authorized:</u> 175,000,000 Ordinary Shares of Tk. 10/- each	BDT1,750,000,000/-
(ii) Issued, Subscribed and paid up: 92,302,532 Ordinary Shares of Tk. 10/- each	BDT 923,025,320/-

- (b)** The summary of Share capital of the Transferee Company- **Shepherd Industries PLC** as of **27th December, 2022** is as follows:

(i) <u>Authorized:</u> 190,000,000 Ordinary Shares of Tk. 10/- each	BDT. 190,00,00,000 /-
(ii) Issued, Subscribed and Paid up: 15,40,46,473 Ordinary Shares of Tk. 10/- each	BDT. 154,04,64,730/-

PART-III

TRANSFER AND VESTING

6. Transfer and Vesting of the business

With effect from appointed Date, the Business of the Transferor Company shall be vested in the Transferee Company by virtue of and in accordance with this Scheme (subject to such conditions and limitations as the Share holders of the parties (by mutual agreement) and/or

the High Court Division, may impose), notwithstanding any terms in any agreement prohibiting such vesting and/or imposing any limitations on the circumstances in which any parts of the Business may be vested.

7. Transfer & Vesting of Assets

- (a) With effect from the appointed date and subject to the terms of this Scheme, the entire business and whole of the undertakings of Transferor Company including all of its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature, shall pursuant to Section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand Transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, a part and parcel of the assets, rights, title, interests and authorities of Transferee Company.
- (b) Without prejudice to sub- Clause (a) as above, in respect of such of the assets or the undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same may be so transferred by Transferor Company; and upon such transfer become the property, assets, rights, title, interest and authorities of the Transferee Company.
- (c) All the license, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, rights, claims, lease, Gas connection, WASA connections, tenancies and other benefits of privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued which may accrue to the Transferee Company shall, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quota, approvals, permissions incentives, loans, subsidies, concessions, grants, rights, claims, leases, tenancies and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extend permissible under law. It is hereby clarified that all inter party transactions between any/or all of the Transferor Company and the Transferee Company shall be considered as intra party transactions for all purposes from the Appointed Date.
- (d) All the assets, rights, interest, license, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, claims, leases, tenancies and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection with or in relation to the Undertaking shall, pursuant to the provisions of Section 229(2) of the Act, without any further instrument or deed, be and stand transferred to and vested in or deemed have been transferred to and vested in and available to the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.

8. Transfer of liabilities

Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to further terms and conditions with regard to the extent of Liabilities as may be agreed between the Shareholders and/or the Creditors of both the Transferor and Transferee Companies:-

- (a) All secured and unsecured debts (whether in BDT or in foreign currency) all liabilities, duties and obligations of Transferor Company along with any charge, encumbrance, lieu or security thereon (hereinafter referred to as the “said liabilities”) shall pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested loan, so as to become the debts, liabilities, duties and obligation of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other persons who is a party to any contract or arrangement by virtue of such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of Transferor Company is concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowings of the Transferor Company, shall, without, any further act or deed continue to relate such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any, or any part of the assets of the Transferee Company save to the extent warranted by the terms of the existing security arrangements to which any of/or the Transferor Company and the Transferee Company save to the extent warrant by the terms of the existing security arrangement to which any of the Transferor Company and the Transferee Company are party, and consistent with the joint obligation assumed by them under such arrangement.
- (b) (i) All debentures, bonds, notes, or other debt securities of the Transferor Company, whether convertible into shares or otherwise (hereinafter referred to as “the Transferor Company ’ Securities) shall, pursuant to the Provisions of Section 229(2) of the Act, without any further act, instrument or deed become securities of Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if were the Transferor Company in respect of the Transferor Company ’ Securities so transferred.
- (ii) Loans, advances and other obligations (including any guarantees, letter of credit or any other instruments or arrangement which may give rise to contingent liabilities in any form) if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand discharged and there shall no liabilities in that behalf on either party.
- (iii) Any debentures or notes or other debt securities, if any, issued by the Transferor Company and held by the Transferee Company, and vice versa, shall, unless sold or Transferred by the Transferor Company or the Transferee Company, as the Effective date, and shall be of no legal effect and Transferor Company or the Transferee Company, as the case may be, shall have no further obligation in that behalf.
- (c) (i) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date Transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- (ii) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or underrated for and on behalf of the Transferee Company and to the extent they are outstanding on the

Effective Date, shall, upon coming into effect of this Scheme, pursuant to the provisions of Section 229 (2) of the act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been Transferred to or vested in the Transferee Company and shall become the debt, duties, undertaking, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy same.

(iii) All assets, rights, title, interest and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall upon coming into effect of the Scheme pursuant to the provisions of Section 229(2) of the act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to the extent and shall become the assets, rights, title, interests and authorities of the Transferee Company.

- (d) It is hereby clarified that, unless expressly provided for, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contractor arrangement by virtue of which such debts and liabilities, have arisen, in order to give effect to the provisions of this Clause 08.
- (e) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause-08 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

9. Contracts, Deeds, Licenses and Other Instrument etc.

- (a) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, Schemes, arrangements and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible or for the obligations of which the Transferor Company may be liable, and which are subsisting or have effect immediately before the Appointed Date, shall continue in full force and effect on or against or in favor, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obliged there to.
- (b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions here of, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or mutual arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of Part 11 of this Scheme, be deemed to be authorized to execute any such writings as a successor of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- (c) For the avoidance of doubt and without prejudice to the generality of the foregoing, it

is clarified that upon the coming into effect of this Scheme and subject to Applicable Law, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favor of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favor of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

10. Treatment of Taxation

- (a) Upon the Scheme becoming effective:
 - (i) To the extent required, the Transferor Company and the Transferee Company shall be permitted to revise and file their respective income tax returns, withholding tax returns (including tax deducted at source certificates), Value Added Tax (VAT) return and any other tax returns: and
 - (ii) The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses, etc. disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the Income Tax Ordinance (ITO), 1984 on or after the Appointed Date: and (b) exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by the Transferor Company prior to the Appointed Date.
 - (iii) The Transferee Company shall be entitled to claim refunds (including refunds or claims pending with the Tax Authorities) or credits, with respect to taxes paid by, for, or on behalf of, the Transferor Company under Applicable Law (including tax laws).
 - (iv) All taxes, VAT, duties and tax liabilities (direct and indirect), payable by or on behalf of the Transferor Company, shall, for all purposes, be treated as taxes, VAT, duties and tax liabilities, as the case may be, payable by the Transferee Company.
 - (v) All unavailed credits and exemptions and other statutory benefits, including in respect of income tax, customs, Value Added Tax (VAT), sales tax and service tax, to which the Transferor Company is entitled shall be available to and vest in the Transferee Company, without any further act or deed, notwithstanding anything contained in other Act, Ordinance or Deed.
 - (vi) Any tax liability under the ITO, 1984 or any other applicable Tax laws or regulations allocable to the Transferor Company whether or not provided for or covered by any tax provisions in the accounts of the Transferor Company made as on the date immediately preceding the Effective Date, shall be transferred to the Transferee Company. Any surplus in the provision for taxation or duties or levies in the accounts of the Transferor Company, including advance tax and tax deducted at source as on the close of business in Bangladesh on the date immediately preceding the Effective Date will also be transferred to the account of the Transferee Company.
 - (vii) All tax assessment proceedings and appeals of whatsoever nature by or

against the Transferor Company, pending or arising as at the Effective Date, shall be continued and/or enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the Amalgamation of the Transferor Company with the Transferee Company or anything contained in this Scheme.

- (viii) Any refund under the ITO, 1984 or any other tax laws related to or due to the Transferor Company, including those for which no credit is taken as on the date immediately preceding the Effective Date, shall also belong to and be received by the Transferee Company.
- (ix) Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income tax, service Tax, excise duty, goods and service Tax and applicable value added tax (VAT) to which the Transferor Company is entitled to in terms of applicable tax laws, shall be available to and vest in the Transferee Company from the Effective Date.

11. Conduct of business

With effect from the Appointed Date and up to the Effective Date –

- (a) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for the Transferee Company.
- (b) All the profits or incomes accruing or arising to the Transferor Company or expenditures or losses arising or incurred (including the effect or taxes, if any, thereon) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or taxes of the Transferee Company, as the case may be.
- (c) During the period between the approval of the Scheme by the Board of the Transferor Company and the Board of the Transferee Company and the Effective Date, the business of the Transferor Company shall be carried out with diligence and business prudence in the ordinary course consistent with past practice in good faith and in accordance with applicable Laws.
- (d) Subject to the terms of the Scheme, the transfer and vesting of the Transferor Company as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

12. Continuity of legal Proceeding

- (a) Upon the coming in to effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against the Transferor Company, under any statute,

pending on the Appointed Date, shall be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against, as the case may be, the Transferee Company.

- (b) The Transferee Company shall have all legal, taxation or other proceedings initiated by or against the Transferor Company referred to in Clause 12(a) above transferred to its name as soon as is reasonably possible after the appointed Date and to have the same continued, prosecuted and enforced by or against the Transferee Company, as a success or of the Transferor Company.
- (c) Upon the Effective Date, all suits, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and been forced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company.

13. Employees

- (a) Upon the coming into effect of the Scheme, all employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on such terms and conditions that were agreed between the employees and the Transferor Company. The Transferee Company undertakes to continue to abide by any agreement settlement, if any, entered into by the Transferor Company with any employees.
- (b) The existing employee related funds created by the Transferor Company shall at an appropriate stage be transferred to the relevant funds of the Transferee Company.

14. Savings of concluded transactions

For the avoidance of doubt, the transfer of assets and liabilities to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date (subject to the terms of any agreement with the Transferee Company) to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect there to as done and executed on behalf of itself.

15. Further Assurances

To the extent that the Scheme is not effective in transferring any part of the Business, Assets or Liabilities to the Transferee Company, at any time after the Effective Date in accordance with the provisions hereof, if so required under any law or otherwise, the Transferee Company and/or the Transferor Company shall, enter into, issue or execute deeds, writings, confirmations, any mutual arrangements, novations, declarations or other documents with, or in favor of any party to any contract or arrangement to which the Transferor Company is party or any writings as may be necessary to be executed in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

PART-IV

RE-ORGANIZATION OF CAPITAL

16.Consolidation of the Authorized Share Capital of the Transferor company with the authorized capital of the Transferee Company

- (a) Upon this Scheme becoming effective and pursuant to the reclassification / reorganization of the resultant authorized share capital of the Transferor company asset out in this Scheme but prior to the issuance of the issuance and allotment of Transferee Company Shares. The resultant authorized share capital of the Transferor company, shall be deemed to be added to the authorized share capital of the Transferee Company without any requirement of a further act or deed on the part of the Transferee Company (including payment of stamp duty and/or fees payable to the relevant Registrar of Companies), such that upon the effectiveness of the Scheme, the authorized share capital of the Transferee Company shall be BDT 365,00,00,000/- (BDT Three hundred sixty five crore) only comprising of 36,50,00,000/-equity shares of BDT 10 (Ten) each without any further act, deed, resolution or writing as follows:

Existing (pre-merger) Authorized Capital of Transferor company is 175,000,000 shares of Tk.10 each	BD T175,00,00,000/-
Existing (pre-merger) Authorized Capital of Transferee company is 190,000,000 shares of Tk.10each	BDT 190,00,00,000 /-
Total Post-merger Authorized Capital of Transferee company will be 36,50,00,000/-shares of Tk.10 each	BDT 365,00,00,000/-

- (b) Pursuant to the consolidation and increase of authorized capital pursuant to Clause16(a) above, the memorandum of association and articles of association of the Transferee Company (relating to the authorized share capital) shall, without any requirement of a further act, instrument or deed, be and stand altered, modified and amended, such that Clause V of the memorandum of association shall be replaced by the following:

"The Authorized Share Capital of the Company is BDT365,00,00,000/- (BDT Three hundred sixty five crore only) comprising of 36,50,00,000/-equity shares of BDT 10 each."

- (c) It is clarified that the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendments and the increase of authorized capital of the Transferee Company pursuant to all applicable provisions of the Act, if any, would be required to be separately passed.

17.Re-organization of Paid up capital

Upon the coming into effect of this Scheme and in consideration of the transfer of and vesting of the business, assets and the Liabilities of the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall without any further application, act, instrument of deed, issue and allot to the ordinary shareholders of the Transferor Company which name is recorded in the Register of Members (the "Member") on a date hereinafter referred to as the "Record Date") to be fixed by the Board of Directors of the Transferee Company up to 47,074,291 ordinary shares of Tk.10 each for the shareholders of the Transferor Company each credited as fully paid- up equity capital at the

Effective Date at a share consideration exchange ratio of 1:0.51 for the shareholders of the Transferor Company or such adjusted number of ordinary shares as may be agreed upon by the Shareholders of both the parties, subject to the provisions of Clause 6 to 15 and 23 thereof, the Shareholders of the Transferor Company shall be entitled up to 47,074,291 of ordinary shares of Tk.10 each, or such adjusted number of ordinary shares as may be agreed upon by the Shareholders of both the parties (the “**Consideration Shares**”).

In determining the value of the shares of **Shepherd Textile (BD) Limited**; the Board of Directors of the relevant companies has relied on the valuation reports of the Transferor Company - **Shepherd Textile (BD) Limited** as of June 30, 2022. The valuer has acknowledged that the value of the plant as determined by the independent valuer is the fair market value and the Board of Directors after threadbare discussion has concluded that the transaction of exchange ratio per share has been negotiated at an arm’s length basis.

Upon considering all the methods of calculation of exchange ratio, Price Exchange Ratio (0.51 or 51%) following the Yield method appears to be more pragmatic and hence acceptable as it renders moderate result in protecting the interests of the general investors of the transferee Company, namely, Shepherd Industries Ltd. Share exchange ratio and other statistics e.g. new shares to be issued to the shareholders of the Transferee Company are furnished below in tabular form: -

Calculation of Price Exchange Ratio:

Particulars	<u>Transferee Company</u> (SIPLC)	<u>Transferor Company</u> (STBL)
Share Value Consideration	27.98	14.51
Exchange Ratio	0.51	1.00
Total share Outstanding	154,046,473	92,302,532
New Shares to be Issued by the Transferee Company to the shareholders of the Transferor Company	47,074,291	N/A
Total Number of Share After Merger (A)+(B)	201,120,764	N/A

The shares to be issued by Transferee Company to the existing shareholders of the Transferor Company is set forth in the table A below:

Table-A

Transferor Company to Transferee Company

	Shepherd Textile (BD) Limited- (STBL)- Transferor Company	Shepherd Industries PLC (SIPLC)-Transferee Company
Shareholders Name	Existing (Pre-amalgamation) no. of shares held by different shareholders as of June 30, 2022	No. of new fresh shares (Post- amalgamation) to be issued by SIPLC at exchange ratio 1:0.51
	(No. of paid up shares)	(No. of shares in Transferee)
Kao Wen Fu	6,750,985	3,443,002
Ms Xiao Ping Liang	3,952,618	2,015,835
Chung Wen Kuei	6,205,838	3,164,977
Wang Zhiwu	2,200,000	1,122,000
Shepherd Shing Trading Co., Ltd	15,788,103	8,051,933

Liu Shuang Chuan	9,832,680	5,014,667
Michael Chung-Li Liu	3,481,456	1,775,543
Rising High Ltd., represented by Ms. Chung Yu Chen	15,274,497	7,789,993
Liu Hsieh Ming	1,134,700	578,697
Fortunate Era Ltd. , represented by Kao Yu Yang	1,125,000	573,750
Yang Wan Chun	1,740,727	887,771
Ms. Chen Xiao Yuan	903,200	460,632
Ms. Pai Tsu Chen	200,000	102,000
Lei Bin	142,100	72,471
Tseng Sen Kuan	28,000	14,280
Chen Chen Yen	13,198,471	6,731,220
Liu Wu Tzu Hsuan	10,344,157	5,275,520
Total no. of shares	92,302,532	47,074,291

Figures have been rounded-off.

Following re-organization of capital, as on the Effective Date, the shareholding structure of the Transferee Company post-Amalgamation would be as set forth in the table-B below:

Table-B

Shareholders Name	Pre-amalgamation no. of share holding (in SIPLC)	New shares to be issued from Transferee Company (in SIPLC)	Post-amalgamation shareholdings (in SIPLC)
	No. of shares	No. of shares	No. of shares
Kao Wen Fu	4,610,688	3,443,002	8,053,690
Chung Wen Kuei	4,044,969	3,164,977	7,209,946
Yang Ming-Te	1,637,130	N/A	1,637,130
Cheng, Che-Seng	2,134,072	N/A	2,134,072
Ever Priority Ltd. Represented by: Kao Chen Tsai	53,374,965	N/A	53,374,965
Eternal Flame Int'l Co. Inc., Represented by: Yang Ming-Te	13,502,080	N/A	13,502,080
Ms Xiao Ping Liang	N/A	2,015,835	2,015,835
Wang Zhiwu	N/A	1,122,000	1,122,000
Shepherd Shing Trading Co., Ltd	N/A	8,051,933	8,051,933
Liu Shuang Chuan	N/A	5,014,667	5,014,667
Michael Chung-Li Liu	N/A	1,775,543	1,775,543
Rising High Ltd., represented by Ms. Chung Yu Chen	N/A	7,789,993	7,789,993
Liu Hsieh Ming	N/A	578,697	578,697
Fortunate Era Ltd. , represented by Kao Yu Yang	N/A	573,750	573,750
Yang Wan Chun	N/A	887,771	887,771
Ms. Chen Xiao Yuan	N/A	460,632	460,632
Ms. Pai Tsu Chen	N/A	102,000	102,000
Lei Bin	N/A	72,471	72,471
Tseng Sen Kuan	N/A	14,280	14,280
Chen Chen Yen	N/A	6,731,220	6,731,220

Liu Wu Tzu Hsuan	N/A	5,275,520	5,275,520
As per Central Depository Bangladesh Limited (CDBL)	74,742,569	N/A	74,742,569
Total no. of Shares	154,046,473	47,074,291	201,120,764

- (c) No certificate(s) shall be issued in respect of fractional entitlements if any, by the Transferee Company, to which the Members may be entitled on issue an allotment of share of the Transferee Company. The Board of Directors of the Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot shares in lieu thereof to the Company Secretary or such other persons as the Board of Directors of the Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such Companies Secretary or persons shall sell the same in the market at such time or times; at such price or prices; and at such exchange or exchanges as he may deem fit and pay to the Transferee Company, the net sale proceed thereof, whereupon members in proportion to their respective fractional entitlements.
- (d) Upon the Scheme becoming effective, with effect from the Appointed Date, all the shares in the Transferor Company (Including those shares held by Transferor Company in the Transferee Company) shall stand cancelled without any further application, act or deed and all rights therein shall be deemed to have been ceased and the underlying assets as represented through the Undertakings shall vest in the Transferee Company.
- (e) Upon the Scheme becoming effective, with effect from the Appointed Date, no new shares shall be issued or payment made in cash whatsoever by the Transferee Company in lieu of such shares of the Transferor Company.
- (f) Ordinary shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the memorandum and Articles of Articles of Associations of the Transferee Company and shall rank pari-passu in all respects with the then existing ordinary share of the Transferee Company, including in respect of dividends or share transfer of any shareholder, if any that may be declared by the Transferee Company, on or after the Effective date.

18. Share Transfer prior to, or during obtaining sanction of the Hon'ble High Court Division

- (a) In case of transfer of shareholding in a Transferor Company or a Transferee company by an existing shareholder to another existing shareholder, such share transfer transaction including the payment obligation of consideration price shall be recognised as valid and legally enforceable.
- (b) The Purchaser shareholder of such transferor company in consideration of payment made against the share transfer transaction, subject to the sanction of the Hon'ble High Court Division and subject to the terms of the Scheme, shall be entitled upon sanction of the scheme of amalgamation, to obtain corresponding number of shares pursuant to share exchange ratio as determined in this Scheme, from the Transferee Company.

19. Dissolution

Upon the Scheme becoming effective, with effect from the Appointed Date, the Transferor

Company shall, without any further act or deed, stand dissolved without winding up, without any further act or deed and the Transferor Company shall be removed from the register of the Registrar of Joint Stock Companies and Firms (RJSC).

PART-V

GENERAL TERMS & CONDITIONS

20. Dividends

With effect from the date of filing of this Scheme with the High Court Division of the Supreme Court of Bangladesh (hereinafter called the “**High Court**”) and up to and including the Effective Date, the Transferor Company shall not be entitled to declare and pay dividends, whether interim or final, to its ordinary shareholders in respect of the accounting period prior to the Appointed Date. Upon approval of the Scheme by the Hon’ble High Court Division, the Transferee Company shall be entitled to declare dividends including any reserve or income accrued for the past period by aggregating the income of the Transferor Company as that of the Transferee Company.

21. Accounting Treatment

- (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purposes of accounting for and dealing with the value of the assets and liabilities of the Transferor Company in the books of the Transferee Company, the assets and liabilities of the Transferor Company as appear in their respective audited financial statements as of the Appointed Date shall be accounted following the accepted applicable accounting principles as prescribed by International Accounting Standards (IAS) and/or International Financial Reporting Standards (IFRS).
- (b) Any excess of the net assets of the Transferor Company over the paid-up value of the shares to be issued and allotted by the Transferee Company pursuant to this Scheme shall be transferred and credited to the "Capital Reserve" in the books of the Transferee Company.
- (c) In case of any difference in accounting policy between the Transferor Company and the Transferee Company, a uniform set of accounting policies shall be adopted following the Amalgamation. The effects on the financial statements of any changes in accounting policies will be reported in accordance with International Accounting Standards (IAS) and/or International Financial Reporting Standards (IFRS).

22. Modification/Amendments/Addition to Scheme

The Board of Directors of the Transferor Company and the Transferee Company may assent on behalf of all concerned from time to time to any modifications or amendments or additions to this Scheme or to any conditions which the High Court may under law think fit to approve or impose and may do and execute all acts, deeds, matters and things necessary for bringing this Scheme into Effect or to review a position relating to the satisfaction of the conditions to this Scheme and if necessary to waive any of those (to the extent permissible under the law) for bringing this Scheme into effect.

23. Conditionality of the Scheme

- (a) This Scheme is conditional upon and subject to the sanction by the Hon’ble High Court Division of the Supreme Court of Bangladesh pursuant to Section 228 read with

Section 229 of the Act, and to requisite orders made by the Hon'ble High Court Division pursuant to 228 read with Section 229 of the Act for Amalgamation of the Transferor Company with the Transferee Company. This Scheme shall be deemed to have been effective on the date the certified copy of the order passed by the Hon'ble High Court Division is filled with Registrar of Joint Stock Companies, Dhaka, Bangladesh.

- (b) Such other sanctions and approvals including sanctions and approvals including sanctions of any governmental or regulatory authority including the Bangladesh Securities and Exchange Commission, creditor, lessor or contracting party as may be required by law or contract in respect of the Scheme being obtained; and
- (c) The Transferor Company has complied with the conditions, if any, set out in the No Objection certificates of banks and/or financial institutions with whom the Transferor Company has outstanding Liabilities;

24. Costs

All cost, charges, expenses, including any taxes and duties of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the Amalgamation of the Transferor Company in pursuance of this Scheme shall be born and paid by the Transferee Company.

25. Failure to take effect

In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by parties hereto or their shareholders or creditors or employees or any other person(s) unless the period of validity is extended by the High Court at its discretion.

26. Severability

If any part of the Scheme is found to be unworkable for any reason, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity and implementation of the other parts and/or provisions of this Scheme.

27. Withdrawal, Revocation or Cancellation of the Scheme

The Boards of Directors of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date. The Boards of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the Transferor Company and/ or the Transferee Company.

28. Conclusion

This Scheme of Amalgamation has been prepared for the shareholders of the two independent entities, namely Shepherd Textile (BD) Limited (Transferor) and Shepherd Industries PLC (Transferee) to approve and then place before the High Court Division of the Supreme Court of Bangladesh for approval and sanction.



Shepherd Industries PLC

House#24, Road#04, Sector#04, Uttara, Dhaka-1230

Proxy form

I/we _____ being a member(s) of **Shepherd Industries PLC** do hereby appoint Mr/Mrs _____ of _____ as my / our Proxy to attend and vote on behalf of me / us at the **Extra-Ordinary General Meeting** of the Company to be held on **Sunday, the 25th June 2023** at **10.00 A.M** with **DIGITAL PLATFORM** and any adjournment thereof.

As witness my/our hand this _____ day of _____ 2023.

Folio No.	_____	BO A/C No.																
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Signature of the Proxy
with date

No. of Share(s): _____

Revenue
Stamp for Tk.
20.00
(Twenty) only

Signature of the Member
with date

N.B.: This Form of Proxy, duly signed (as recorded with the company), stamped and completed must be sent through email to the Share Department of the Company at share@shepherd.bd.com at least 48 hours before the day and time fixed for the Extra-Ordinary General Meeting (EGM).



Shepherd Industries PLC

House#24, Road#04, Sector#04, Uttara, Dhaka-1230

Attendance Slip

I do hereby submit the Attendance Slip in connection with the **Extra-Ordinary General Meeting (EGM)** of **Shepherd Industries PLC** held today **Sunday, the 25th June 2023** at **10.00 A.M** with **DIGITAL PLATFORM**.

Full Name of the Member : _____

Folio No.	_____	BO A/C No.																
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No. of Shares held

(Signature of Proxy)

(Signature of the Shareholder)

Date

N.B.: Shareholders attending the Meeting in person or by Proxy under **DIGITAL PLATFORM are requested to complete the Attendance Slip and deposit the same at the Registered Office of the Company before the meeting**