



**Bangladesh Export Import
Company Limited**



**BEXIMCO GREEN-SUKUK
AL ISTISNA'A**

পুঁজিবাজারে বিনিয়োগ ঝুঁকিপূর্ণ। "জেনে ও বুঝে বিনিয়োগ করুন"

"Investment in capital market involves certain degree of risks. The investors are required to read the Information Memorandum and risk factors carefully, assess their own financial conditions and risk taking ability before making their investment decisions."

**Information Memorandum
of**



Bangladesh Export Import Company Ltd.

Issue Date of the Information Memorandum:

Public Offer of 75,000,000 nos of Secured, Convertible/ Redeemable Beximco Green-Sukuk al Istisna'a of BDT 100.0 each at par totaling to BDT 7,500,000,000 (Seven and half Billion Taka)

Periodic Distribution Rate: Base Rate: 9% + Profit Margin Rate

Issuer: Beximco Green-Sukuk Trust

Trustee to the Issue: Investment Corporation of Bangladesh

Total Issue Amount: BDT 7,500,000,000 (divided into 75,000,000 numbers of Green-Sukuk)

Face Value: BDT 100

Issue Price: BDT 100

Opening Date of Subscription: 16th August, 2021

Closing Date of Subscription (Cut-off date): 23rd August, 2021

Issuance Date: 31st August, 2021

Lead Issue Manager: City Bank Capital Resources Limited

Co Issue Manager: Agrani Equity & Investment Limited

Credit Rating of the Sukuk: A

Originator's rating

Rating Particulars	Long Term	Short Term
Entity Rating	A	St-2
Outlook	Stable	
Rated by	Emerging Credit Rating Limited	
Validity	26 April, 2022	

If you have any query about this document, you may consult the issuer or originator, issue manager and the trustee.

MATERIAL INFORMATION

ALL THE FEATURES OF BEXIMCO GREEN-SUKUK AL ISTISNA'A HAVE BEEN FINALIZED UPON TO THE APPROVAL OF BANGLADESH SECURITIES AND EXCHANGE COMMISSION. THESE FEATURES MAY BE MODIFIED AS PER THE DIRECTIONS OF BANGLADESH SECURITIES AND EXCHANGE COMMISSION AND THE SHARIAH SUPERVISORY BOARD OF BEXIMCO GREEN-SUKUK AL ISTISNA'A.

IN ADDITION TO THE INFORMATION SPECIFICALLY REQUIRED BY THE BANGLADESH SECURITIES AND EXCHANGE COMMISSION (DEBT SECURITIES) RULES 2021 and BANGLADESH SECURITIES AND EXCHANGE COMMISSION (INVESTMENT SUKUK) RULES 2019, THE IM CONTAINS ALL MATERIAL INFORMATION NECESSARY TO ENABLE THE INVESTORS TO MAKE AN INFORMED ASSESSMENT OF THE ISSUE, THE ISSUER AND THE ORIGINATOR, THE TRUSTEE, THE BEXIMCO GREEN-SUKUK AL ISTISNA'A BEING OFFERED, THE RIGHTS AND OBLIGATIONS OF THE INVESTORS, AND THE TRUSTEE ATTACHING TO THE BEXIMCO GREEN-SUKUK AL ISTISNA'A BEING OFFERED AND FULL DISCLOSURE ABOUT THE FINANCIAL, CORPORATE, MANAGEMENT AND OTHER AFFAIRS OF THE ISSUER AND THE ORIGINATOR.

ORIGINATOR'S DISCLAIMER

THIS REPORT CONTAINS STATEMENTS, THAT CONTAIN "FORWARD LOOKING STATEMENTS" INCLUDING, BUT WITHOUT LIMITATION, STATEMENTS RELATING TO THE IMPLEMENTATION OF STRATEGIC INITIATIVES, AND OTHER STATEMENTS RELATING TO BANGLADESH EXPORT IMPORT COMPANY LIMITED'S (BEXIMCO OR THE "ORIGINATOR") AS WELL AS THAT OF TEESTA SOLAR LIMITED'S ("TSL") AND KOROTOA SOLAR LIMITED'S ("KSL") FUTURE BUSINESS DEVELOPMENTS AND ECONOMIC PERFORMANCE. WHILE THESE FORWARD LOOKING STATEMENTS INDICATE BEXIMCO'S, TSL'S AND KSL'S ASSESSMENT AND FUTURE EXPECTATIONS CONCERNING THE DEVELOPMENT OF BUSINESS, A NUMBER OF RISKS, UNCERTAINTIES AND OTHER UNKNOWN FACTORS COULD CAUSE ACTUAL DEVELOPMENTS AND RESULTS TO DIFFER MATERIALLY FROM THE ORIGINATOR'S, TSL'S, KSL'S EXPECTATIONS. THESE FACTORS INCLUDE, BUT ARE NOT LIMITED TO, GENERAL MARKET, MACRO-ECONOMIC, GOVERNMENTAL AND REGULATORY TRENDS, MOVEMENTS IN CURRENCY EXCHANGE AND INTEREST/PROFIT RATES, COMPETITIVE PRESSURES, TECHNOLOGICAL DEVELOPMENTS, CHANGES IN THE FINANCIAL CONDITIONS OF THIRD PARTIES DEALING WITH BEXIMCO, TSL OR KSL, LEGISLATIVE DEVELOPMENTS AND OTHER KEY FACTORS THAT COULD AFFECT BUSINESS AND FINANCIAL PERFORMANCE. BEXIMCO, TSL AND KSL UNDERTAKE NO OBLIGATION TO PUBLICLY REVISE ANY FORWARD LOOKING STATEMENTS TO REFLECT FUTURE / LIKELY EVENTS OR CIRCUMSTANCES.

AVAILABILITY OF THE INFORMATION MEMORANDUM

(i) Names, addresses, telephone numbers, fax numbers, website and e-mail addresses and names of contact persons of the institutions where the Information Memorandum are available in hard and soft forms;

The hard copy and soft copy of the Information Memorandum of Beximco Green-Sukuk Al Istisna'a may be obtained from the following institutions:

Name & Address	Contact Person	Contact Details
Originator		
Bangladesh Export Import Company (Beximco) Limited Registered office Address: House No. 17, Raod No. 2, Dhanmondi R/A, Dhaka-1205. Factory address: Beximco Industrial Park, Sarabo, Kashimpur, Gazipur Email: csd@ Beximco.net Website: www. Beximco.com	Md.Luthfor Rahman Chief Financial Officer	Phone: +880-2-58611891, +880-2-58612040 Fax: +880-2-58613470, +880-2-9615523
Lead Issue Manager		
City Bank Capital Resources Limited Address: City Centre, 13th Floor, Level-14, Unit ID: 13D, 90/1 Motijheel C/A, Dhaka-1000. E-mail: info.cbcr.com Website: www.cbcr.com	Mr. Ershad Hossain Managing Director & CEO	Phone: +88-02 9565911, +88-02 9575880
Co- Issue Manager		
Agrani Equity & Investment Ltd. Address: 9/l, Motijheel C/A, Dhaka Email: info@agraniequity.com Website: www.agraniequity.com	Mrs. Arundhati Mondal CEO(Current Charge)	Phone: 02-9566670 Fax: 02-9568668
Trustee		
Investment Corporation of Bangladesh Address: BDBL Building (12-15th Floors) 8, Rajuk Avenue, Dhaka-1000. Email: icb@agni.com Website: www.icb.gov.bd	Md. Abul Hossain Managing Director	Phone: 9563455 (auto hunting) Fax: 880-2-9563313
Stock Exchanges		
Dhaka Stock Exchange Limited (DSE) 9/F, Motijheel C.A., Dhaka-1000	Library of DSE	Phone: +88-02-9564601
Chittagong Stock Exchange Limited CSE Building, 1080, Sheikh Mujib Road Chittagong 4100	Library of CSE	Phone: +88-031-720871-3

Abbreviations & Definitions

AAOIFI	Accounting and Auditing Organization for Islamic Financial Institutions
ABT	Availability Bases Tariff
AIS	Air Insulated Substation
API	Active Pharmaceutical Ingredients
BOL	Bangladesh Online
BEXIMCO/ Beximco	Bangladesh Export Import Company Limited
BPCL	Beximco Power Company Limited
BPDB	Bangladesh Power Development Board
CBCRL	City Bank Capital Resources Limited
COD	Commercial Operations Date
CUF	Capacity Utilization Factor
DEPZ	Dhaka Export Processing Zone
DOE	Department of Environment
DSE	Dhaka Stock Exchange
GDP	Gross domestic product
HDPE	High Density Poly Ethylene
IM	Information Memorandum
IRR	Internal Rate of Return
KSL	Korotoa Solar Limited
LoI	Letter of Intent
PPE	Personal Protective Equipment
PO	Public Offer
RMG	Readymade Garment
SCL	Shinepukur Ceramics Limited
SEI	SgurrEnergy India
SPV	Special Purpose Vehicle
SRO	Special Representative Order

SSB	Shariah Supervisory Board
TBEA	TBEA Xinjinag SunOasis Company Limited
TSL	Teesta Solar Limited
USGBC	U.S. Green Building Council
ZTT	Jiangsu Zhongtian Technology Company Limited

Definitions

“AAOIFI” shall mean Shariah Standards of the Accounting and Auditing Organization for Islamic Financial Institutions, Manama, Bahrain.

“Assignment Agreements” shall be between (i). Beximco and TSL as assignors and Issuer as assignee for TSL Future Revenue Receivables (“TSL Assignment Agreement”), and (ii). Beximco and KSL as assignors and Issuer as assignee for KSL Future Revenue Receivables (“KSL Assignment Agreement”).

“Base Rate” shall mean 9% p.a.

“BDT” shall mean Bangladesh taka, the lawful currency of Bangladesh.

“Beneficiaries” shall mean Beximco, TSL and KSL, who shall utilize the Sukuk Fund for the Solar Projects and the Expansion Project.

“Beximco-SSB” shall mean the the Shariah Supervisory Board formed by the Originator under the Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019 for the purpose of Beximco Green-Sukuk.

“Beximco Green-Sukuk al Istisna’a” or “Beximco Green-Sukuk” shall mean the Sukuk instrument issued by the Issuer for the Sukuk Size upon receipt of consent from the Commission and Shariah pronouncement by Beximco-SSB.

“Beximco Green-Sukuk Trust Account” shall mean a bank account opened by the Issuer with a Shari’ah compliant scheduled bank in Bangladesh after execution of Trust Deed;

“Beximco Green-Sukuk PO Trust Account” shall mean a bank account opened by the Issuer with a Shari’ah compliant scheduled bank in Bangladesh;

“Beximco Green-Sukuk Sinking Fund Trust Account” or “Sinking Fund Trust Account” shall mean a bank account opened by the Issuer with a Shari’ah compliant scheduled bank in Bangladesh;

“BO accounts” shall mean the beneficiary owners account.

“BPDB” shall mean Bangladesh Power Development Board, constituted under the Bangladesh Power Development Boards Order, 1972 (President’s Order No.59 of 1972) and its successors and permitted assigns.

“Business Day” shall mean a day on which banks are open for business transaction in Dhaka, Bangladesh and all stock exchanges in Bangladesh are open for trading, except for public holidays in Bangladesh.

“CDBL” shall mean the Central Depository Bangladesh Limited, DSE Tower (Level-5), House-46, Road-21, Nikunjo-2, Dhaka – 1229, Bangladesh.

“Commission” shall mean Bangladesh Securities and Exchange Commission, a statutory body formed under section 3 of the Bangladesh Securities and Exchange Commission Act, 1993.

“Conversion Option” shall mean the option of the Sukukholders to convert Beximco Green-Sukuk into ordinary shares of Beximco Limited.

“Dematerialization (DEMAT)” shall mean the move from physical certificates to electronic bookkeeping.

“Expansion Project” shall mean the financing and refinancing (non-interest bearing) of the Textile Machineries for expansion of the textile division of Beximco.

“Exercise price” shall mean collectively the TSL Exercise Price, KSL Exercise Price and Textile Exercise Price, which shall be disbursed as Final Redemption Payment.

“Existing Shareholders” shall mean those shareholders of Beximco Limited on the record date declared to determine the entitlement to subscribe Beximco Green-Sukuk under private offer.

“Final Redemption Payment” shall mean the payment by the Issuer to the Sukukholders to fully redeem their respective Beximco Green-Sukuk.

“Half Yearly Periodic Payment” shall mean the periodic payments made on half yearly basis on each Record Date for Periodic Distribution to the Sukukholders subject to adjustments due to exercise of Conversion Option.

“Ijarah Agreements” to be executed between the Issuer as lessor and the lessees being (i). Beximco for lease of Textile Machineries (ii). Beximco and TSL for lease of TSL Solar Machineries and (iii). Beximco and KSL for lease of KSL Solar Machineries specified herein.

“IM” shall mean information memorandum for public Offer of Beximco Green-Sukuk.

“Implementation Agreement” shall mean the agreement entered into for the TSL Solar Project/KSL Solar Project with the Government of the People’s Republic of Bangladesh and the Power Grid Company of Bangladesh Ltd. on 26.10.2017 with TSL/ 27.01.2020 with KSL.**“Investment Management Agreement”** shall mean the Investment Management Agreement between Trustee and the Originator regarding investment policy of the Sukuk proceeds.

“Issuer” shall mean Beximco Green-Sukuk Trust declared, created and registered as a trust vide approved Deed of Trust by the Commission and registered under the Registration Act, 1908 with a special financial objective to issue Beximco Green-Sukuk.

“Issue Manager(s)” shall mean City Bank Capital Resources Limited (“CBCRL”) of City Center, 13th floor, level 14, unit ID-13D, 90/1 Motijheel C/A, Dhaka 1000, Bangladesh and Agrani Equity & Investment Limited of 9/l, Motijheel C/A, Dhaka for the purpose of issuance of Beximco Green-Sukuk”.

“Issuance Date” shall mean either the Issuance Date for Existing Shareholders or Issuance Date for PO or Issuance Date for Private Offer, as may be relevant.

“KSL” shall mean Korotoa Solar Limited, a private company incorporated under the laws of Bangladesh, having its registered office at 17 Dhanmondi R/A, Road No.2, Dhaka 1205, Bangladesh.

“KSL Assignment Agreement” shall mean the agreement executed between Beximco and KSL as assignors and Issuer as assignee for KSL Future Revenue Receivables.

“KSL Purchase Agreement” shall mean the agreement forming part of the Transaction Documents between the Issuer as seller and the purchasers being Beximco (as agent of KSL) and KSL to purchase KSL Solar Machineries.

“KSL Purchase Undertaking” shall be given by Beximco and KSL to purchase the KSL Solar Machineries in favour of the Issuer.

“KSL Future Revenue Receivables” shall mean the amount of Tariff Payment payable by BPDB to KSL under section 13 of the relevant Power Purchase Agreement for KSL Solar Project to the extent assigned under the KSL Assignment Agreement.

“KSL Solar Machineries” shall mean the machineries and equipment listed with specifications in Section 6 in this Information Memorandum.

“KSL Solar Project” shall mean the 30 MW (AC) Solar Park at Shekhgach, Tetulia, Panchagarh, Bangladesh to be constructed by KSL pursuant to the respective Implementation Agreement and Power Purchase Agreement.

“KSL Sales Undertaking” shall given by the Issuer to sell the KSL Solar Machineries in favour of Beximco and KSL.

“KSL Total Loss Event” shall have the meaning the total loss or destruction of, or damage to the whole (and not part only) of completed and delivered KSL Solar Machineries (i.e. all the KSL Solar Machineries) for the KSL Solar Project under respective Ijarah Agreements or any event or occurrence that renders the whole (and not part only) of all such KSL Solar Machineries permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical (“KSL Total Loss Event”).

“Lessor” shall mean the Beximco Green-Sukuk Trust under Ijarah Agreements. **“Lease Rental”** shall mean the rental payments including advance rentals under each of the Ijarah Agreements.

“Maturity” shall be the date of maturity of Beximco Green-Sukuk on the last day of the 60th month from the relevant Issuance Date.

“Mandatory Redemption Amount” shall mean such amount that is payable, subject to adjustments due to exercise of Conversion Option exercised by the Sukukholders on occurrence of any of the relevant Total Loss Events.

“Minimum subscription” shall mean BDT 5000 (five thousand taka), i.e. 50 (fifty) Beximco Green-Sukuk of BDT 100 (one hundred taka) each creating a lot.

“Originator” shall mean Beximco.

“Parties” shall mean the Issuer and Beximco/ collectively Beximco and TSL / collectively Beximco and KSL] and **“Party”** shall mean either Issuer or Beximco / collectively Beximco and TSL / collectively Beximco and KSL], and shall include their respective successors and permitted assigns.

“Power Purchase Agreement” shall mean the agreements entered into for the Solar Projects with BPDB on 26.10.2017 and 27.01.2020 with TSL and KSL, respectively.

“PO” shall mean public Offer of Beximco Green-Sukuk.

“Profit Margin Rate” shall mean 10% of the difference between Base Rate and annual dividend rate declared in the Annual General Meeting of the preceding year of Beximco.

“Project Account” shall mean the bank account opened, maintained and operated by Beximco with a Shariah compliant scheduled bank in Bangladesh under the title “ Beximco First Green-Sukuk Account” to receive the Sukuk Fund and for any other purpose as expressly stated in the Transaction Documents.

“Purchase Agreements” shall be between the Issuer as seller and the purchasers being (i). Beximco for purchase of Textile Machineries (“Textile Purchase Agreement”), (ii). Beximco and TSL for purchase of TSL Solar Machineries (“TSL Purchase Agreement”) and (iii). Beximco and KSL for purchase of KSL Solar Machineries (“KSL Purchase Agreement”).

“Purchase Price” shall mean the relevant Purchase Prices under each of the Istisna’a Agreements.

“Purchase Undertaking” shall be the undertakings given by (i). Beximco for purchase of Textile Machineries (“Textile Purchase Undertaking”), (ii). Beximco and TSL for purchase of TSL Solar Machineries (“TSL Purchase Undertaking”) and (iii). Beximco and KSL for purchase of KSL Solar Machineries (“KSL Purchase Undertaking”).

“Record date for conversion” shall mean the last day of the twelfth (12th) month from the Issuance Date and thereafter, every year on the said date until Maturity.

“Record Date for Periodic Distribution” shall mean the last day of the sixth (6th) month from the Issuance Date and thereafter, every six (6) months on the said date until Maturity.

“Redemption Payment Notice & Report” shall mean the notice along with report of Issuer to Beximco given forty five (45) days prior to the Final Redemption Payment .

“Rental Payment Date” shall mean the date fixed for payment of lease Rentals by Beximco under each of the Ijarah Agreements.

“Sales Undertaking” shall mean collectively the TSL Sales Undertaking, KSL Sales Undertaking and Textile Sales Undertaking.

“Settlor” shall mean Beximco.

“Sinking Fund” shall mean the amount deposited into the Sinking Fund Trust Account.

“Solar Projects” shall mean the TSL Solar Project and KSL Solar Project.

“Subscription Form” shall mean the forms in the IM for applicants under private offer or public offer subscribing Beximco Green-Sukuk .

“Sukuk Assets” shall mean the TSL Solar Machineries, KSL Solar Machineries, the Textile Machineries including installation and commissioning of the same.

“Sukukholders” shall mean the holders of Beximco Green-Sukuk through initial subscription under private offer and public offer, by trading in the stock exchanges, by transfer or transmission.

“Sukuk Fund” shall mean the total amount equivalent to the Sukuk Size raised through subscription of Beximco Green-Sukuk under private offer and public offer.

“Tariff Payment” shall have the meaning set forth in the respective Power Purchase Agreements of TSL & KSL in Section 13 and also stated in Section 19.7 in this Information Memorandum.

“Textile Machineries” shall mean the machineries and equipment listed with specifications in Section 6 in this Information Memorandum.

“Textile Purchase Agreement” shall mean the agreement forming part of the Transaction Documents between the Issuer as seller and the purchaser being Beximco to purchase Textile Machineries .

“Textile Purchase Undertaking” to be given by Beximco to purchase Textile Machineries in favour of the Issuer.

“Textile Sales Undertaking” to be given by the Issuer to sell the Textile Machineries in favour of Beximco .

“Transaction Documents” include the Master Istisna’a Agreement, Istisna’a Agreements, Ijarah Agreements, TSL Assignment Agreement, KSL Assignment Agreement, Corporate Guarantee, TSL Purchase Undertaking, KSL Purchase Undertaking, Textile Purchase Undertaking, TSL Sale Undertaking, KSL Sale Undertaking, Textile Sale Undertaking, TSL Purchase Agreement, KSL Purchase Agreement, Textile Purchase Agreement, Investment Management Agreement and the Trust Deed.

“Textile Total Loss Event” shall mean the total loss or destruction of, or damage to the whole (and not part only) of completed and delivered Textile Machineries (i.e. all the Textile Machineries) for the Expansion Project under respective Ijarah Agreements or any event or occurrence that renders the whole (and not part only) of all such Textile Machineries permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical (“Textile Total Loss Event”).

“Trust Deed” shall mean the registered Deed of Trust between Beximco and the Trustee including any amendment or modification thereto

“Trustee” shall mean the institution approved by the Commission to act as trustee of Beximco Green-Sukuk Trust, whether originally appointed or substituted as per the Trust Deed.

“TSL” shall mean Teesta Solar Limited, a private company incorporated under the laws of Bangladesh, having its registered office at 17 Dhanmondi R/A, Road No.2, Dhaka 1205, Bangladesh.

“TSL Future Revenue Receivables” shall mean the amount of Tariff Payment payable by BPDB to TSL under section 13 of the relevant Power Purchase Agreement for the TSL Solar Project to the extent assigned under the TSL Assignment Agreement and provided in Schedule-I.

“TSL Solar Project” shall mean the 200 MW (AC) Solar Park at Latshal, Sundorganj, Gaibandha, Bangladesh to be constructed by TSL pursuant to the respective Implementation Agreement and Power Purchase Agreement.

“TSL Solar Machineries” shall mean the machineries and equipment listed with specifications in Section 6 in this Information Memorandum.

“TSL Assignment Agreement” shall mean the agreement executed between Beximco and TSL as assignors and Issuer as assignee for TSL Future Revenue Receivables.

“TSL Purchase Agreement” shall mean the agreement forming part of the Transaction Documents between the Issuer as seller and the purchasers being Beximco (as agent of TSL) and TSL to purchase TSL Solar Machineries.

“TSL Total Loss Event” shall have the meaning the total loss or destruction of, or damage to the whole (and not part only) of completed and delivered TSL Solar Machineries (i.e. all the TSL Solar Machineries) for the TSL Solar Project under respective Ijarah Agreements or any event or occurrence that renders the whole (and not part only) of all such TSL Solar Machineries permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical (“TSL Total Loss Event”).

“Underwriter” shall mean (i). AB Investment Limited of WW Tower, Level 7, 68 Motijheel C/AS, Dhaka 100; (ii). Agrani Equity & Investment Limited (“AEIL”) of Swantex Bhaban (4th Floor)9/I, Motijheel C/A Dhaka, Bangladesh; (iii) AIBL Capital Management Limited of Al-Arafa Tower, 63 Purana Paltan, Dhaka-1000, Bangladesh, for the purpose of issuance of Beximco Green-Sukuk.

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Executive Summary

This summary below aims to provide an overview of the information contained in this Information Memorandum and must be read in conjunction with the detailed information and statements appearing elsewhere in this Information Memorandum. Hence, each investor should read this entire Information Memorandum carefully.

Summary of Beximco Green-Sukuk

Bangladesh Export Import Company (Beximco) Limited, the Originator proposes to issue Beximco Green-Sukuk al Istisna'a of BDT 7.5 (Seven and half) Billion through Public Offer based on the Shariah principles of Istisna'a and Ijarah under the Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019. Beximco Limited was incorporated in Bangladesh on 19 September 1972 under the Company Act 1913 vide registration no. C-3821-B/71 as a public company limited by shares and commenced its operation in the same year. The Company was listed in Dhaka Stock Exchange, Bangladesh in 1989 and in Chittagong Stock Exchange, Bangladesh in 1995. The company has one subsidiary company Shinepukur Ceramics Limited with its shareholding of 50% on 30 June, 2019.

Being Trend-Setter Beximco Limited has showed its caliber to issue Green-Sukuk named as “ Beximco Green-Sukuk al Istisna'a” of BDT 30 Billion of which 50% (BDT 15 billion) shall be offered through Private Offer, 25% (BDT 7.5 billion) shall be offered to existing shareholders of Beximco under Private Offer and the rest 25% (BDT 7.5 billion) of the Beximco Green-Sukuk shall be offered to the public through Public Offer (PO) According to the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021.



The purpose of the Beximco Green-Sukuk issue under Public Offer shall be

- For construction of Teesta Solar Project of BDT 4.67 Billion and Korotoa Solar Project of BDT 0.78 Billion.
- BDT 2.05 Billion- to finance and refinance (non-interest bearing) the machineries and equipment required for expansion of the Textile Division.

All of these expenditures above consist of Payment of Public Offer Expense- BDT 0.13 Billion.

Within five (5) years this Beximco Green-Sukuk shall be Convertible or Redeemable at the option of the investors which shall be secured by Sukuk Assets (See Section 6). The conversion can be exercised at 20% every year (at multiple of 5%, i.e. 5%, 10%, 15%, 20%). A single year's un-exercised option can be carried forward to the subsequent years and may be exercised along with the current year's option. If a Sukukholder does not exercise the conversion option in full or in part on the Record Date for Conversion, such Sukukholder shall receive the proportionate amount of the exercise price of TSL, KSL and Textile division on the Record Date for Conversion in one bullet payment. The conversion rate shall be 25% less than the weighted average market price of ordinary shares of Beximco in Dhaka Stock Exchange of twenty (20) trading days prior to the Record Date for Conversion. The AAOIFI requirements shall be fulfilled and approval from the Beximco-SSB shall be received in declaring the Beximco shares as Shariah compliant during conversion of Beximco Green-Sukuk into shares of Beximco.

Provided that, while determining the Avg. Market Price, the Shariah compliance status of the shares shall also be determined at this stage. The Sukuk holders shall be entitled to receive Periodic Distribution Amount on a half yearly basis as per the following calculation: Base Rate: 9% p.a. + Profit Margin Rate: 10% of the difference between Base Rate and annual dividend rate declared in the AGM of the preceding year of Beximco Ltd.. If dividend rate is equal to or below the Base Rate, the Periodic Distribution Amount shall be paid as par the Base Rate only. The details of the terms and condition of the Beximco Green-Sukuk has been discussed in this Information Memorandum.

Brief of the SPV, Originator, Beneficiaries, Trustee, Issue Advisor/Issue Manager and Other Organs of Beximco Green-Sukuk

Name of parties	Contact person	Telephone and fax number
Originator		
Bangladesh Export Import Company Limited (BEXIMCO) Registered office: House No. 17, Raod No. 2, Dhanmondi R/A, Dhaka-1205. Factory address: BEXIMCO Industrial Park, Sarabo, Kashimpur, Gazipur Email: csd@beximco.net Website: www.BEXIMCO.com	Md.Luthfor Rahman Chief Financial Officer	Phone: +880-2-58611891, +880-2-58612040 Fax: +880-2-58613470, +880-2-9615523
Beneficiaries		
Teesta Solar Limited Address: House No. 17, Raod No. 2, Dhanmondi R/A, Dhaka-1205. Email: rafiq@beximco.net Website: www.beximco.com	Mr. M. Rafiqul Islam Managing Director	Phone: +880-2-58611891, +880-2-58612040 Fax: +880-2-58613470, +880-2-9615523
Korota Solar Limited Address: House No. 17, Road No. 2, Dhanmondi, Dhaka-1205. Email: rafiq@beximco.net Website: www.beximco.com	Mr. M. Rafiqul Islam Managing Director	Phone: +880-2-58611891, +880-2-58612040 Fax: +880-2-58613470, +880-2-9615523
Bangladesh Export Import Company Limited (BEXIMCO) Registered office: House No. 17, Raod No. 2, Dhanmondi R/A, Dhaka-1205. Email: csd@beximco.net Website: www.beximco.com	Mr. Osman Kaiser Chowdhury Managing Director	Phone: +880-2-58611891, +880-2-58612040 Fax: +880-2-58613470, +880-2-9615523
Special Purpose Vehicle (SPV)		
BEXIMCO Green Sukuk Trust Address: www.bexgreensukuk.com E-mail: info@bexgreensukuk.com	Md. Abul Hossain Managing Director	Phone: 9563455 (auto hunting) Fax: 880-2-9563313
Lead Issue Manager & Advisor		
City Bank Capital Resources Limited Address: City Centre, 13 th Floor, Level-14, Unit ID: 13D, 90/1 Motijheel C/A, Dhaka-1000 E-mail: info.cbcr.com Website: www.cbcr.com	Mr. Ershad Hossain Managing Director & CEO	Phone: +88-02 9565911, +88-02 9575880
Co- Issue Manager		
Agrani Equity & Investment Ltd. Address: 9/I, Motijheel C/A, Dhaka	Mrs. Arundhati Mondal	Phone: 02-9566670 Fax: 02-9568668

Email: info@agraniequity.com Website: www.agraniequity.com	CEO(Current Charge)	
Trustee		
Investment Corporation of Bangladesh Address: BDBL Building (12-15th Floors) 8, Rajuk Avenue, Dhaka-1000. Email: icb@agni.com Website: www.icb.gov.bd	Md. Abul Hossain Managing Director	Phone: 9563455 (auto hunting) Fax: 880-2-9563313
Legal Advisors		
Jamali & Morshed Address: House no.: 24 (East), Road no.: 42/47, Gulshan, Dhaka 1212, Bangladesh Email: contact@jamaliandmorshed.com rabeyajamali@jamaliandmorshed.com	Ms. Rabeya Jamali Partner	Phone: +880-2-9896083 Cell: + 88 01713014595
Auditor		
M. J. Adedin & Co. Chartered Accountants Address: National Plaza, 3rd Floor 109, Bir Uttam C R Datta Road, Dhaka – 1205 Email: audit@mjabedin.com Website: www.mjabedin.com	Mr. Hasan Mahmood, FCA Sr. Partner	Cell: +8801713036699
Credit Rating Agency		
Emerging Credit Rating Limited Address: Shams Rangs, House 104, Park Road Level-A1, A2 & A5 Baridhara, Dhaka-1212 E-mail: info@emergingrating.com Website: www.emergingrating.com	Mr. Arifur Rahman Chief Operating Officer	Cell: +8801833330012
Banker to The Issue		
Export Import Bank of Bangladesh Limited		

Ownership Structure of Beneficiaries

Bangladesh Export Import Company Limited

As on Feb 28, 2021

Particulars		Amount in BDT
Authorize Capital		10,000,000,000
Paid Up Capital		8,763,188,790
Shareholding Position		
Shareholding Relation	No. of Ordinary Shares Hold	Percentage of Holding
Sponsors & Directors	267,715,418	30.55%
Institutional	126,803,342	14.47%
Foreign	12,881,887	1.47%
Public	468918232	53.51%
Total	876,318,879	100.00%

Teesta Solar Limited:

Particulars		Amount in BDT
Authorize Capital		1000,000,000
Paid Up Capital		10,000,000
Shareholding Position		
Shareholding Relation	No. of Ordinary Shares	Percentage of Holding
BEXIMCO Power Company Limited (Sponsor)	800,000	80.00%
TBEA Xinjiang SunOasis Company Limited (Sponsor)	200,000	20.00%
Total	1000,000	100.00%

Korotoa Solar Limited

Particulars		Amount in BDT
Authorize Capital		1000,000,000
Paid Up Capital		10,000,000
Shareholding Position		
Shareholding Relation	No. of Ordinary Shares	Percentage of Holding
BEXIMCO Power Company Limited (Sponsor)	800,000	80.00%
Jiangsu Zhongtian Technology Company Limited (Sponsor)	200,000	20.00%
Total	1000,000	100.00%

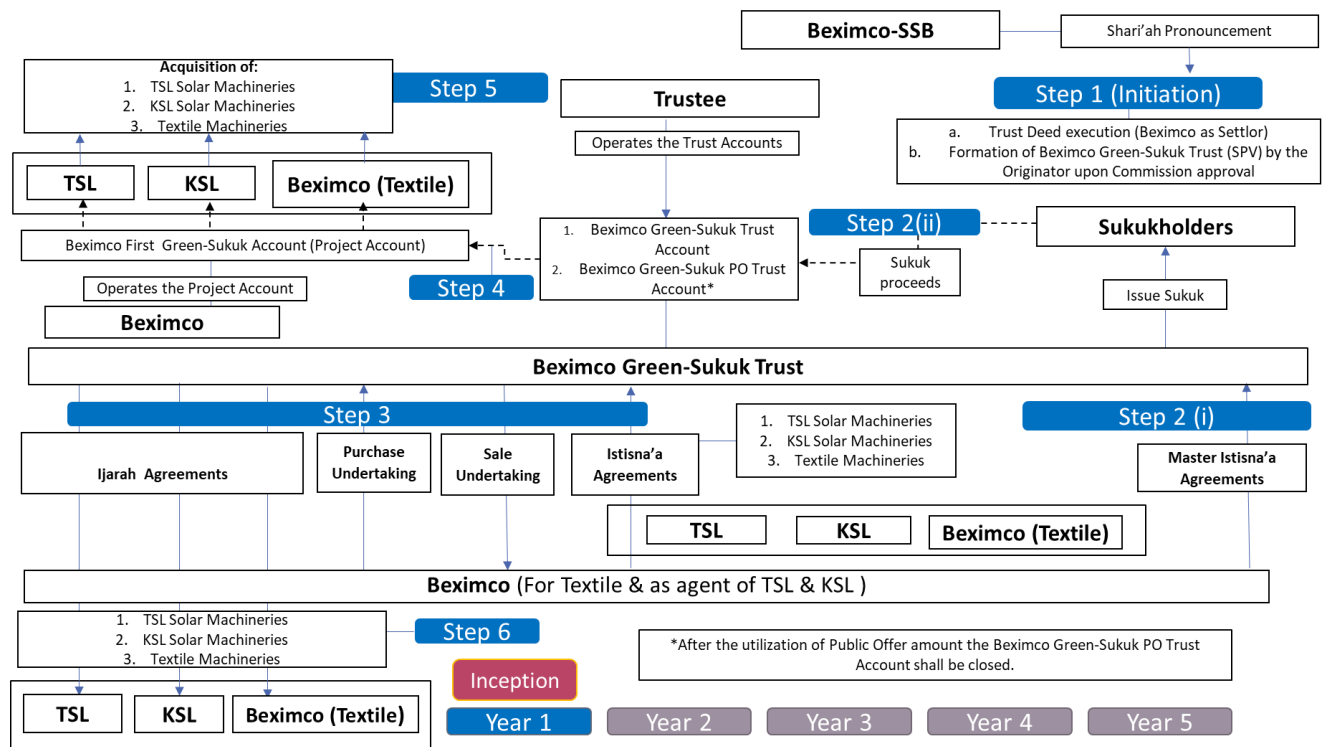
Key Transaction Documents

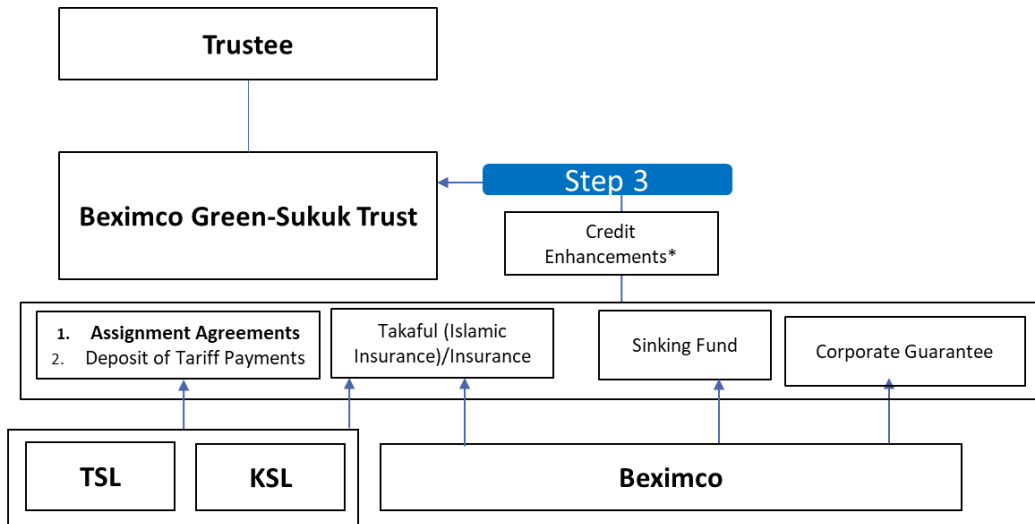
Sl. No.	Particulars	Parties
1.	Trust Deed	Formed by Beximco for Beximco Green-Sukuk Trust (SPV), where Beximco is the Settlor as Originator and ICB is the Trustee approved by the Commission .
2.	Master Istisna'a Agreement	Between Beximco (for itself and as agent of TSL and KSL) as seller and Issuer as purchaser to purchase the TSL Solar Machineries, KSL Solar Machineries and Textile Machineries.
3.	Istisna'a Agreement	Between Beximco (for itself and as agent of TSL and KSL) as seller and Issuer as purchaser to purchase the specified Textile Machineries, TSL Solar Machineries, KSL Solar Machineries respectively for the relevant Purchase Prices stated therein.
4.	TSL Assignment Agreement	Between Beximco (as agent of TSL) and TSL as assignors and Issuer as assignee for TSL Future Revenue Receivables.
5.	KSL Assignment Agreement	Between Beximco (as agent of KSL) and KSL as assignors and Issuer as assignee for KSL Future Revenue Receivables.
6.	TSL Purchase Undertaking	Given by Beximco (as agent of TSL) and TSL to purchase the TSL Solar Machineries, in favour of the Issuer.
7.	KSL Purchase Undertaking	Given by Beximco (as agent of KSL) and KSL to purchase the KSL Solar Machineries, in favour of the Issuer.
8.	Textile Purchase Undertaking	Given by Beximco to purchase Textile Machineries in favour of the Issuer.
9.	TSL Sale Undertaking	Given by the Issuer to sell the TSL Solar Machineries in favour of Beximco and TSL.
10.	KSL Sales Undertaking	Given by the Issuer to sell the KSL Solar Machineries in favour of Beximco and KSL.
11.	Textile Sales Undertaking	Given by the Issuer to sell the Textile Machineries in favour of Beximco.
12.	Ijarah Agreement	Between the Issuer as lessor and the lessees being (i). Beximco for lease of Textile Machineries (ii). Beximco and TSL for lease of TSL Solar Machineries and (iii). Beximco and KSL for lease of KSL Solar Machineries specified herein.
13.	TSL Purchase Agreement	Between the Issuer as seller and the purchasers being Beximco (as agent of TSL) and TSL to purchase TSL Solar Machineries.
14.	KSL Purchase Agreement	Between the Issuer as seller and the purchasers being Beximco (as agent of KSL) and KSL to purchase KSL Solar Machineries.
15.	Textile Purchase Agreement	Between the Issuer as seller and the purchaser being Beximco to purchase Textile Machineries
16.	Corporate Guarantee	Given by Beximco Limited in favor of Beximco Green-Sukuk Trust (the issuer).
17.	Investment Management Agreement	Between Beximco (as Originator) and Trustee of Beximco Green-Sukuk Trust.

TSL and KSL have appointed Beximco as their agents in relation to Beximco Green-Sukuk and the Solar Projects and accordingly Beximco shall execute the relevant Transactions Documents listed above as agent of TSL and KSL. This is stated that, in all cases provisions of Trust Deed shall prevail.

Overview of the Transaction Structure

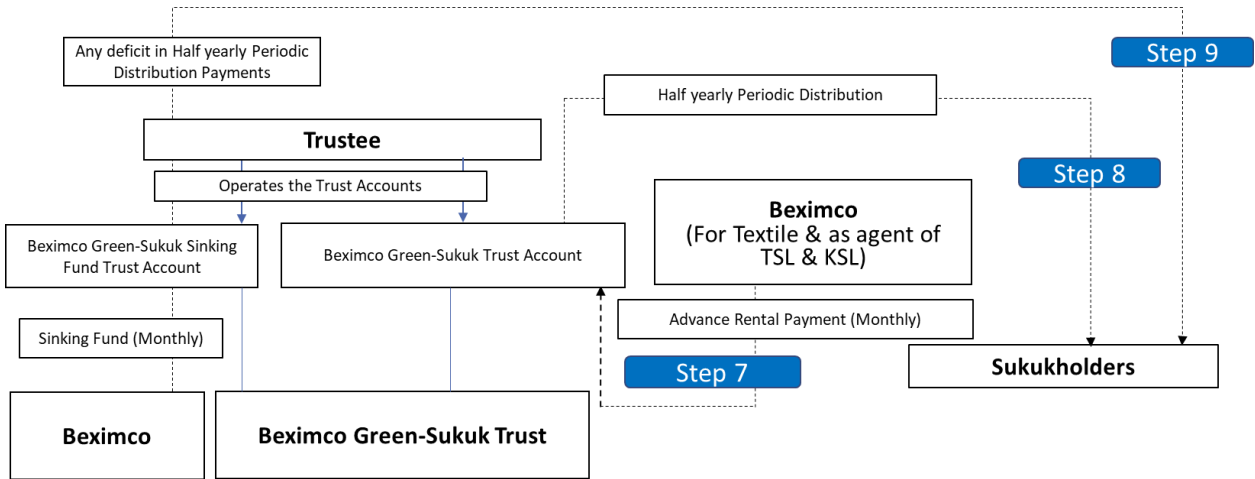
Inception- procurement period of Machineries & construction of the projects





*Credit Enhancements shall be given from the initiation of Transaction Agreements

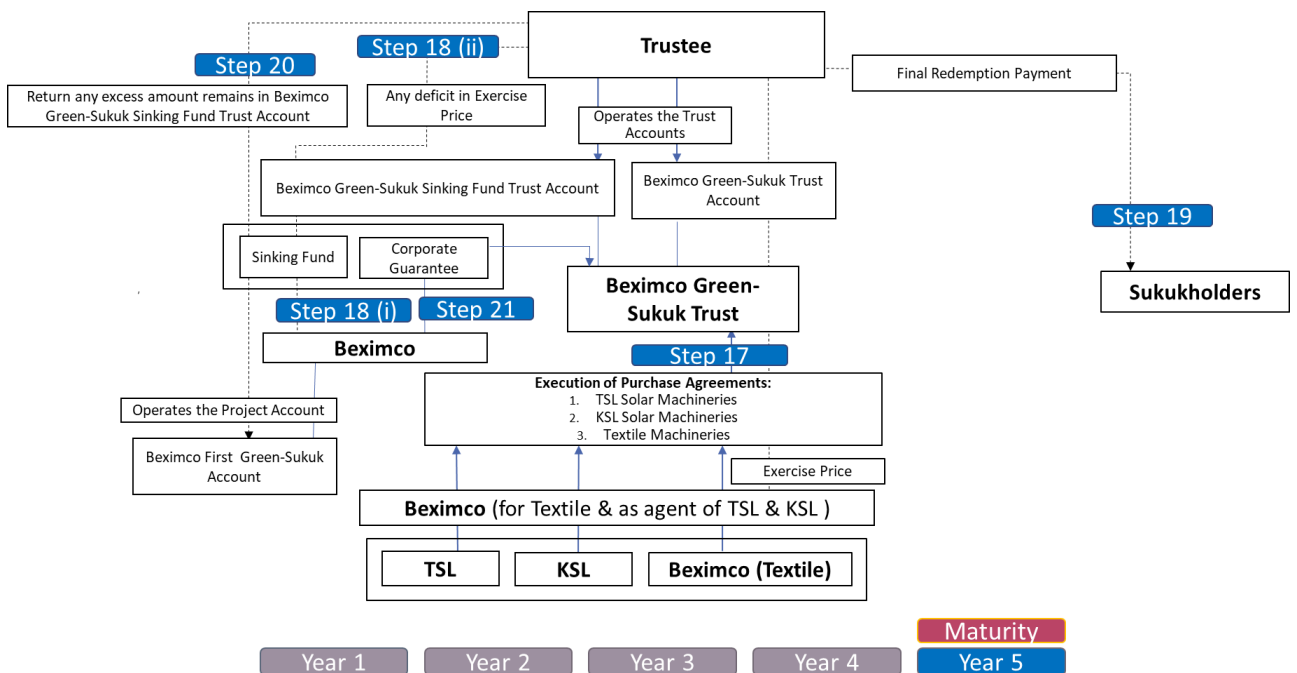
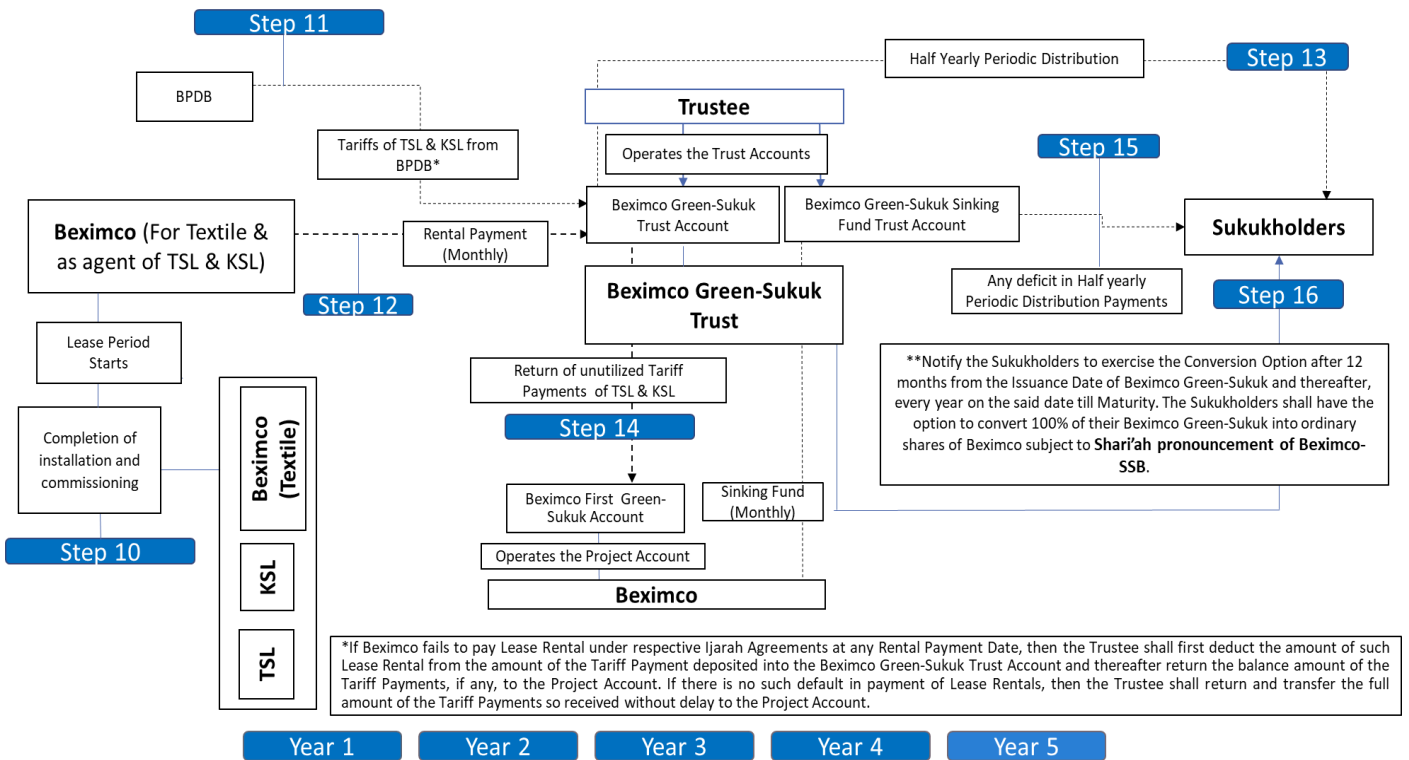
Inception

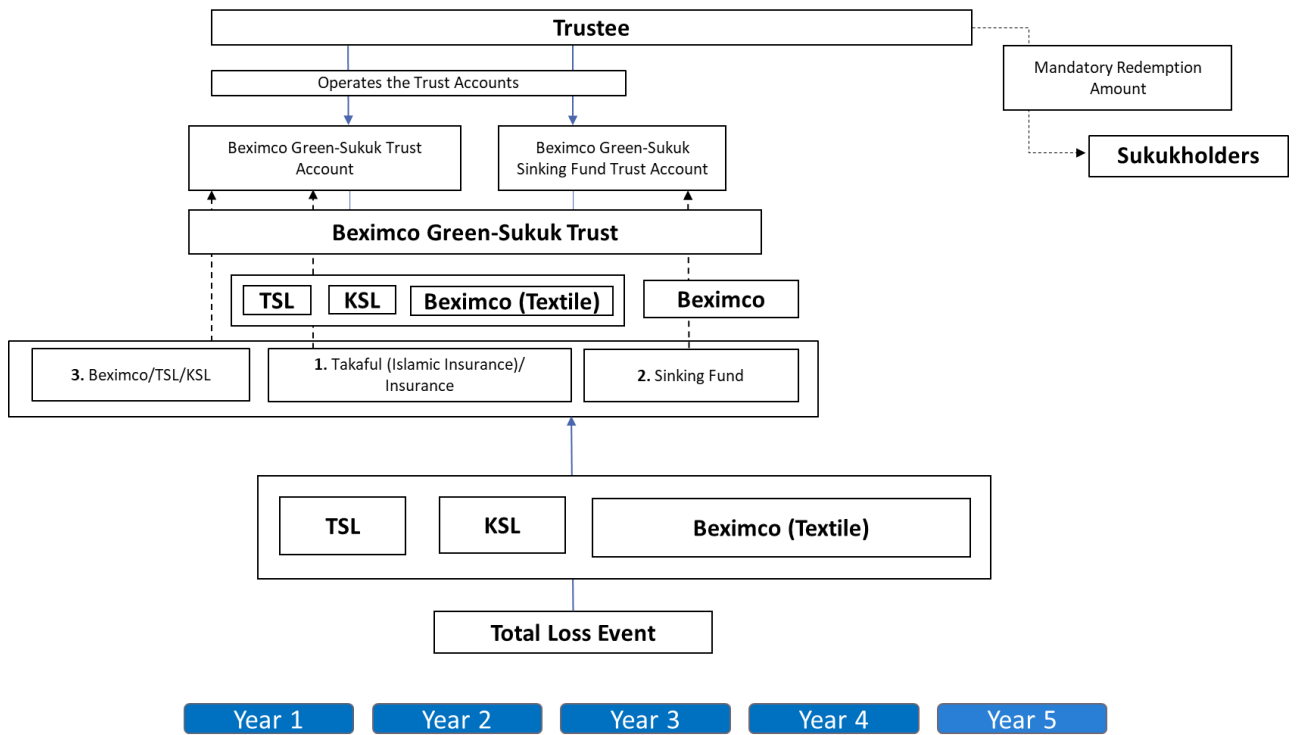


Until Installation & Commissioning



Post Completion of the Assets and maturity





Section 1: Salient Features of Beximco Green-Sukuk Structure

Features of Beximco Green-Sukuk Structure

Name of the Instrument: Beximco Green-Sukuk Al Istisna'a	
Issue Type:	Secured Convertible or Redemable Asset-Backed Green-Sukuk
Total Green-Sukuk Size	BDT 30.0 Billion
Green-Sukuk Issue Size under Public Offer:	BDT 7.5 Billion (Seven and half Billion Taka only)
Face Value	BDT 100 (one hundred taka)
Minimum Subscription size	BDT 5,000 = 50 lots of BDT 100 each
Tenure:	5 years, i.e. 60 months from the Issuance Date
Grace Period:	N/A
Beneficiaries:	<ul style="list-style-type: none"> (i) Teesta Solar Ltd. (ii) Korotoa Solar Ltd. (iii) Beximco Ltd.
Issuer- Beximco Green-Sukuk Trust	A Special Purpose Vehicle as Beximco Green-Sukuk Trust to be formed by Beximco Ltd. with the approval from the Commission.
Purpose & Utilization of Green-Sukuk Fund:	<p>Total BDT 7.50 Billion-</p> <ul style="list-style-type: none"> • BDT 5.45 Billion- For construction of Teesta Solar Project of BDT 4.67 Billion and Korotoa Solar Project of BDT 0.78 Billion. • BDT 2.05 Billion- to finance and refinance (non-interest bearing) the machineries and equipment required for expansion of the Textile Division. <p>All of these expenditures above consist of Payment of Public Offer Expense- BDT 0.13 Billion.</p>
Issue Advisor	City Bank Capital Resources Limited ("CBCRL")
Issue Manager(s)	City Bank Capital Resources Limited ("CBCRL") & Agrani Equity & Investment Limited
Trustee:	Investment Corporation of Bangladesh as approved by the Commission
Specified Currency:	Bangladeshi Taka
Rating Agency:	Emerging Credit Rating Limited
Legal Adviser:	Jamali & Morshed
Sukuk Assets:	<ul style="list-style-type: none"> • TSL Solar Machineries to be purchased for TSL Solar Project, • KSL Solar Machineries to be purchased for KSL Solar Project and • Textile Machineries purchased & to be purchased for the Expansion Project.
Investors:	Islamic & Non Islamic Investors.
Mode of Offer:	Public Offer. Beximco Green-Sukuk shall be in dematerialized form and shall be traded in the trading platform of stock exchanges (DSE & CSE).

<p>Half-Yearly Periodic Payment</p>	<p>Each Sukukholder shall receive Half Yearly Periodic Payment, the quantum of which shall be calculated on the Beximco Green-Sukuk held by the Sukukholder on the Record Date for Periodic Distribution.</p> <p>Record Date for Periodic Distribution shall be the last day of the sixth (6th) month from the Issuance Date for Public Offer and thereafter, every six (6) months on the said date until Maturity.</p> <p>The following formula shall apply in calculating Half Yearly Periodic Payment:</p> <p><i>(Base Rate + Profit Margin Rate*) x BGSFV</i></p> <p>* Profit Margin Rate shall apply if annual dividend rate declared in the annual general meeting of the preceding year of Beximco is above the Base Rate.</p> <p>Where,</p> <p>Base Rate : 9% p.a.</p> <p>BGSFV : Number of Beximco Green-Sukuk held by a Sukukholder on the Record Date for Period Distribution (x) Face Value of Beximco Green-Sukuk, i.e. BDT 100 each.</p> <p>Profit Margin Rate : 10% of the difference between Base Rate and annual dividend rate declared in the annual general meeting of the preceding year of Beximco.</p> <p>It is clarified that “preceding year” shall mean the year prior to the year of the Record Date for Period Distribution.</p>
<p>Conversion Option</p>	<p>The Sukukholders shall have the option to convert 100% of their Beximco Green-Sukuk into ordinary shares of Beximco subject to Shariah pronouncement of Beximco-SSB at least thirty five (35) days prior to such conversion regarding Shariah compliant status of shares of Beximco.</p> <p>Each Sukukholder shall have the option to convert up to 100% of the Beximco Green-Sukuk into ordinary shares of Beximco until Maturity as follows:</p> <p>i. 20% of total Beximco Green-Sukuk held by a Sukukholder shall be convertible per annum at the option of the said Sukukholder;</p>

	<p>ii. Conversion Option can be exercised at a multiple of 5%, i.e. 5%, 10%, 15% and 20% per annum;</p> <p>iii. a single year's un-exercised Conversion Option can be carried forward to the subsequent years till Maturity and may be exercised along with current year's Conversion Option.</p> <p>For the purpose of conversion as stated above, Beximco Green-Sukuk shall be valued at face value.</p>
Conversion Rate	The conversion rate is 25% less than the weighted average market price of ordinary shares of Beximco in Dhaka Stock Exchange ("DSE") of twenty (20) trading days prior to the Record Date for Conversion.
Final Redemption	If a Sukukholder does not exercise Conversion Option in full or in part on the Record Dates for Conversion including the last Record Date for Conversion, then such Sukukholder shall receive proportionate share of Final Redemption Payment in proportion to the Beximco Green-Sukuk held by such Sukukholder on the last Record Date for Conversion in one bullet payment. It is clarified that the date of Final Redemption Payment shall be the last Record Date for Conversion, which shall be the date of Maturity of Beximco Green-Sukuk.
Credit Enhancement:	<p>For Exercise Price:</p> <ol style="list-style-type: none"> 1. Assignment Agreements (From TSL & KSL) 2. Sinking Fund (From Beximco) 3. Corporate Guarantee (From Beximco) <p>For Half Yearly Periodic Payments:</p> <ol style="list-style-type: none"> 4. Deposit of Tariff Payments (From TSL & KSL) 5. Sinking Fund (From Beximco) <p>Total Loss Event:</p> <ol style="list-style-type: none"> 6. Takaful/Insurance 7. Sinking Fund
Event of Default	<p>If the Originator is in willful default in payments to the Sukukholders or obligations towards the Issuer for three (3) continuous installments or twelve (12) months under the Ijarah Agreements, whichever is earlier (an "Event of Default"), the control over the Sukuk Assets shall be transferred in full to the committee of Trustee and it shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned parties in writing thereof:</p> <p>Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.</p>
Rate of Return Type:	Floating

Shari'ah Supervisory Board:	Beximco Green-Sukuk Shari'ah Supervisory Board (Beximco-SSB)	
	Sl.No.	Name
	1.	Dr. Md. Anwar Hosain Molla
	2.	Mawlana Shah Mohammad Wali Ullah
	3.	Dr. Md. Mahabbat Hossain CIPA, CSAA, DIB (IIBI,UK)
	4.	Md. Fariduddin Ahmed
	5.	Prof. Dr. Muhammad Yousuf Ibn Hossain
	6.	Mezbah Uddin Ahmed MIBF, FCCA, CIPA, CSAA
	7.	Abul Quassem Md. Safiullah
Tax Features:	As per tax laws of Bangladesh	
Credit Rating:	Beximco Green-Sukuk Rating:	
	Credit Rating	Current
	Long-term	A
	Publishing Date	28 April 2021
	Validity Date	27 April 2022
	Originator Rating:	
	Credit Rating	Current
	Long-term	A
	Short-term	ST-2
	Validity Date	26 April 2022
Transferability & Tradability:	Each Beximco Green-Sukuk shall be tradable in the platforms of the stock exchanges in Bangladesh. Beximco-SSB shall issue Shariah pronouncement declaring tradability of Beximco Green-Sukuk as per AAOIFI Shariah Standards. However, any trading prior to or in the absence of Shariah pronouncement as stated above shall be at the Sukukholders own discretion. With the commencement of trade, each Beximco Green-Sukuk shall be transferable through the stock exchanges.	
Governing Law, Dispute Resolution and Jurisdiction:	All Transaction Documents shall be governed by and construed in accordance with the laws of Bangladesh and the rules and principles of Shariah enunciated in AAOIFI, as interpreted by Beximco- SSB shall be applied for construction of respective Transaction Documents, as required.	
	Any disputes which may arise out of or in connection with any Transaction Document (including a dispute relating to non-contractual obligations arising from or in connection with the Transaction Document or a dispute regarding the existence, validity or termination of the Transaction Document or the consequences of their nullity) (" Disputes ") between the parties thereto shall be settled by arbitration in accordance with the provisions of the	

	<p>Arbitration Act 2001 of Bangladesh, if such Dispute is not resolved amicably within sixty (60) days from the date of notice by one Party to the other.</p> <p>Each party shall appoint its arbitrator and the arbitrators shall appoint a chairman of the arbitral tribunal. The seat and venue of arbitration shall be at Dhaka, Bangladesh.</p>
<p>Business Day Convention/Effect of Holidays or during Force Majeure Event:</p>	<p>If any Half Yearly Periodic Payments, Final Redemption Payment or Mandatory Redemption Amount falls on a holiday including a weekend or on a day that is not a Business Day, then such payment shall be made by the Issuer the subsequent trading day at the Dhaka Stock Exchange; and if it falls on a day during continuation of a Force Majeure Event, then such payment shall be made immediately within seven (7) days after the end of the Force Majeure Event with the consent of the Commission.</p>

Table 1

Section 2: Risk Factors and Management Perception about Risk

2.1. Interest Rate Risk

A Business Entity tends to get exposed to the unpredictability in the Interest Rates in the money market. Higher rate and/or rising in the Interest Rates adversely affect the profitability of the company having outsiders' loan in its financing, sometimes casting significant doubt on the sustainability of the company.

Management's Perception

Beximco Green-Sukuk is an Asset Backed Green-Sukuk (Islamic security) which has been structured to avoid explicit Interest Rate and the investors are secured with the Sukuk assets. Therefore Interest Rate's volatility of conventional bonds in the capital market will have a smaller impact on the returns from Periodic Distribution Rate of Beximco Green-Sukuk. Rather the Periodic Distribution Rate from this Beximco Green-Sukuk may fluctuate based on the Cash Dividend Rate from the Net Profit of Beximco. However in Bangladesh there has been no benchmark created for Islamic Securities yet.

2.2. Non-Repayment Risk

Non-Repayment risk is defined as the potential risk that borrower or counterparty will fail to meet its obligations in accordance with agreed terms.

Management's Perception

Beximco will not risk its reputation by setting an instance of default. Furthermore, in case of any event of default or non-repayment in Beximco Green-Sukuk, towards the Issuer for three (3) continuous instalments or twelve (12) months, whichever is earlier, the control over the Sukuk Assets shall be transferred in full to the Board of Trustee and the Trustee shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned party in writing thereof. Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.

2.3. Prepayment, Call or Refunding Risk

Prepayment, call or refunding risks are the risks associated with the early repayment of the principal amount of the Issue.

Management's Perception

In the structure of Beximco Green-Sukuk, there is no prepayment or call option.

2.4. Security Risk

Security is the specific revenue sources or assets covenanted by an issuer to the Sukukholders to secure repayment of the Issue. Therefore, security risk is all about the process of recovering the

investment by the investors by utilizing their rights over the Issue in case of Issuer's inability to repay the final redemptions.

Management's Perception

Beximco Green-Sukuk is an Asset backed Green-Sukuk. Through issuance of Beximco Green-Sukuk by the Issuer, it will create an undivided ownership interest of the Sukukholders in the Sukuk Assets which will be a direct, unsubordinated, secured and limited recourse obligation of the Issuer. With the sale and delivery of the under each of the Istisna'a Agreements, title to the same shall pass to the Issuer free of any legal impediments.

In Beximco Green-Sukuk there shall Credit Enhancements for securing the Sukukholders.

The Exercise Price shall be guaranteed by:

- (i) the Corporate Guarantee; and
- (ii) the Assignment Agreements.

Moreover, In the event of a Total Loss Event, Mandatory Redemption Amount is guaranteed by the proceeds of takaful/insurance.

Sinking Fund

Under Public Offer, the Originator shall deposit a maximum of BDT 1.25 crore monthly into the Sinking Fund Trust Account till execution of the Purchase Agreements and payment of Exercise Prices, which shall be disbursed to the Sukukholders as Final Redemption Payment. The Sinking Fund shall be utilized only for the purposes of meeting the payment of Exercise Price which in turn shall be disbursed to the Sukukholders as Final Redemption Payment fully redeeming Beximco Green-Sukuk.

Further, the Sinking Fund can be utilized to fund the deficit in the amount for making Half Yearly Periodic Payments. Furthermore, payment of Mandatory Redemption Amount shall also be funded with Sinking Fund.

Deposit of Tariff Payments

After installation and commissioning of the Solar Projects and receipt of the Tariff Payments from TSL and KSL Solar Projects, if Beximco fails to pay Lease Rental under respective Ijarah Agreements at any Rental Payment Date, then the Trustee shall first deduct the amount of such Lease Rental from the amount of the Tariff Payment deposited into the Beximco Green-Sukuk Trust Account and thereafter return the balance amount of the Tariff Payments, if any, to the Project Account.

However, if there is no such default in payment of Lease Rentals, then the Trustee shall return and transfer the full amount of the Tariff Payments so received without delay to the Project Account.

2.5. Liquidity Risk

Liquidity risk is the risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. Liquidity risk primarily arises when a company cannot meet short-term debt obligations.

Management's Perception

Beximco Green-Sukuk shall be listed in the primary market and shall be traded in the secondary market in Bangladesh. Beximco-SSB shall issue Shariah pronouncement declaring tradability of Beximco Green-Sukuk as being compliant as per AAOIFI Shariah Standard. However, any trading prior to Shariah pronouncement as stated above shall be at the Sukukholders own discretion. With the commencement of trade, each Beximco Green-Sukuk shall be transferable through the stock exchanges. Hence it will provide the Sukuk Holders with liquidity of investment.

Moreover, according to the structure of Beximco Green-Sukuk the Sukuk Holders will have the option to redeem their investment through exercising the conversion option up to 100% of their respective investment of Beximco Green-Sukuk into the ordinary shares of Beximco Ltd. within 5 years as follows:

- (i) 20% convertible at the option of the Green-Sukukholders per annum;
- (ii) Conversion option can be exercised at a multiple of 5%, i.e. 5%, 10%, 15% and 20%;
- (iii) a single year's un-exercised option can be carried forward to the subsequent years and may be exercised along with current year's option.

The conversion rate is 25% less than the weighted average market price of ordinary shares of Beximco in the Dhaka Stock Exchange ("DSE") of twenty (20) trading days prior to the Record Date for Conversion.

2.6. Exchange Rate Risk

Foreign exchange risk is defined as the potential change in earnings due to change in market prices. A business involved in overseas transactions may face a potential loss arising from fluctuation of foreign currency rates. In a case where the business depends mostly on imports for its trade products/raw materials, those losses may be aggravated due to consistently downward trends of Bangladesh Taka against other foreign currencies.

Management's Perception

There shall be no Exchange Rate Risk in investing in Beximco Gree-Sukuk as the investment shall be denominated in Bangladeshi Taka. Moreover As per terms of the agreement with BPDB, revenue of TSL and KSL will be collected in USD denominated market exchange rate which will be the converted into local currency. Hence, TSL and KSL will get the hedging benefits naturally that will wipe out the any risk arises from USD currency fluctuation.

2.7. Management Risk

Management risk refers to the chance that company managers may put their own interests ahead of the interest of the company, shareholders and other stakeholders. The term signifies the risk of the situation that may occur if the company or any of its stakeholders other than the management would have been better off without the choices made by management. The Green-Sukuk Holders may suffer financial losses in such an event.

Management's Perception

In case of Beximco Green-Sukuk, the Sukuk Assets shall be transferred from the originator and kept separately from the assets of the originator to a Special Purpose Vehicle: Beximco Green-Sukuk Trust as Issuer free of any legal impediments. The Sukuk assets shall be registered in the name of the Issuer, identifying Sukuk holders as legal owners or beneficiaries of the Sukuk Assets. The trustee, by virtue of control of Issuer, shall have the right to sell or dispose of the Green-Sukuk assets to protect the interest of the Green-Sukuk holders. The originator of the Green-Sukuk shall neither have effective control on the management of the Issuer nor shall maintain direct or indirect stake in the Beximco Green-Sukuk Trust. Hence, remote bankruptcy shall be ensured in Beximco Green-Sukuk and there will be no management risk from the originator. Rather the Trustee shall be responsible to manage the Sukuk Assets, Sukuk Funds and the periodic payments & the final Redemption Payment to the Sukuk Holders.

2.8. Market Risk

Market risk refers to the risk of adverse market conditions affecting the sales and profitability of the company. Such as, shortage in raw material supplies, inefficient labor supplies, fall in product demand, etc. which signifies the adverse external and internal business environment. Those types of risks may impede the success of the business.

Management perception

In case of Beximco Green-Sukuk, the Sukuk Market is yet to establish in Bangladesh. In a Muslim-majority Country like Bangladesh as a potential investment destination, Green-Sukuk can create opportunities for investors. The Islamic and Non-Islamic Banks can invest their idle funds and manage a better yield than in conventional treasury bills and bonds. Beximco is offering its Green-Sukuk at a higher yield which is greater than that of Government's 20 years Treasury bill which will attract the investors more in the current market situation.

2.9. Shari'ah Compliance

Risk related to Shari'ah compliance means any non-compliance or non-shari'ah based transaction occurs in Beximco Green-Sukuk which will make this non-shari'ah Compliant Instrument.

Management perception

The Shariah Supervisory Board has provided a Shariah pronouncement on the structure and mechanism of Beximco Green-Sukuk. Sukukholders who are permitted to hold only Shariah-compliant Green-Sukuk will not be able to hold Beximco Green-Sukuk in the event the Beximco Green-Sukuk is held to be non-Shariah compliant, and will be required to sell Beximco Green-Sukuk certificates held by them, which may expose them to losses.

2.10. Total Loss Event

Total loss or destruction or damage to the whole (and not part only) of completed and delivered Machineries for Solar projects and machineries for the Expansion of Textile Division may occur, which will make the projects (TSL or KSL or Expansion Project of Textile Division) permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical.

Management perception

In case of Beximco Green-Sukuk, on occurrence of any of the Total Loss Events, Mandatory Redemption Amount will be paid, subject to adjustments due to exercise of Conversion Option exercised by the Sukukholders on occurrence of any of the relevant Total Loss Events.

On occurrence of TSL Total Loss Event, Beximco or TSL, as the case may be, shall pay the Mandatory Redemption Amount only to the extent of BDT 4.67 billion from the proceeds of takaful/insurance for TSL Solar Machineries for TSL Solar Project. In case of insufficiency of amount from takaful/insurance, Beximco or TSL shall, subject to the provisions of Chapter 26 of the Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of TSL Total Loss Event, all the Ijarah Agreements relating to the TSL Solar Machineries shall be terminated. Furthermore, TSL Assignment Agreement shall also be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, KSL Assignment Agreement shall remain in force.

On occurrence of KSL Total Loss Event, Beximco or TSL, as the case may be, shall pay the Mandatory Redemption Amount only to the extent of BDT 0.78 billion from the proceeds of takaful/insurance for KSL Solar Machineries for KSL Solar Project. In case of insufficiency of amount from takaful/insurance, Beximco or KSL shall, subject to the provisions of Chapter 26 of the Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of KSL Total Loss Event, all the Ijarah Agreements relating to the KSL Solar Machineries shall be terminated. Furthermore, KSL Assignment Agreement shall also be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, TSL Assignment Agreement shall remain in force.

On occurrence of Textile Total Loss Event, Beximco shall pay the Mandatory Redemption Amount only to the extent of BDT 2.05 billion from the proceeds of takaful/insurance for Textile Machineries for Expansion Project. In case of insufficiency of amount from takaful/insurance, Beximco shall, subject to the provisions of Chapter 26 of the Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of Textile Total Loss Event, all the Ijarah Agreements relating to Textile Machineries shall be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, Assignment Agreements shall remain in force.

2.11. Insurance Coverage

Insurance risk is a threat or peril that the insurance company has agreed to insure against in the policy wordings. These types of risks or perils have the potential to cause financial loss such as property damage or bodily injury if it were to occur.

Management perception

In case of Beximco Green-Sukuk, Beximco shall cause TSL and KSL to maintain insurance policies for the Solar Projects including for the Solar Machineries as stated in the respective Power Purchase Agreements (Section-14 of PPA & Section 19 herein) and the Implementation Agreements (Section- 6 of IA & Section 18 herein). It is clarified that the insurance shall be Islamic insurance or takaful. However, if such Islamic insurance or takaful is not available, conventional insurance policies shall be maintained. In all such policies, the Issuer shall be 'co-insured' or 'additional insured' with TSL or KSL, as the case may be, till extinguishment of the Issuer.

Similarly, Beximco shall maintain insurance policies for the Textile Machineries with the Issuer as 'co-insured' or 'additional insured' with Beximco till extinguishment of the Issuer. It is clarified that the insurance shall be Islamic insurance or takaful. However, if such Islamic insurance or takaful is not available, conventional insurance policies shall be maintained.

2.12. Risk Related to Potential or Existing Government Regulations

The Originator operates under the Companies Act, 1994; Securities Related Ordinance, Act, Rules and Regulations; Income Tax Ordinance 1984; Value Added Tax (VAT) Act, 1991; and contemporary notifications made under those laws. Any unexpected changes of the policies made by the regulator authorities may adversely affect the business of the Originator as well the Green-Sukuk Issuance.

Management perception

Economy of Bangladesh has been developing over the decades because of business-friendly rules and regulations adopted by the various regulatory bodies of the country. Our fiscal policies also give various incentives to the business enterprises so that it can grow and mature. Moreover, Government has taken initiatives to establish the Sukuk market in Bangladesh. Regulatory bodies are promoting corporates to consider Sukuk as alternative source of financing.

2.13. Risk Related to Potential Changes in Global and National Policies

Changes in the existing global or national policies can have either positive or negative impacts for the company as well as the capital market. Any scarcity or price hike of raw materials due to changes in policy in the international market might hamper the production and profitability. Furthermore, the overall performance of the economy may also be hampered due to unavoidable circumstances both in Bangladesh and abroad such as political turmoil. Since the risk involved with the potential changes in global or national policies is a macro factor, it is beyond the capability of Beximco or the capital market to control.

Management's Perception

The management of Beximco is always concerned about the prevailing and upcoming future changes in the global or national policy and shall respond appropriately and timely to safeguard its interest. The strong brand equity of the Originator in the local and international market and deep and profound knowledge of the sponsors will always endeavor to withstand the unexpected changes or any such potential threats. Nevertheless, political stability and a congenial business environment at present is the best situation in which Beximco will achieve its maximum potential. Political turmoil and the disturbance are bad for the economy as a whole and also for the company.

In case of Beximco Green-Sukuk, any change in Global or national policies in Sukuk Issuance may affect the Sukuk Market in Bangladesh.

2.14. Industry Risks

The market for fixed income securities in Bangladesh is not quite vibrant yet. Moreover, the concept of Sukuk is completely new for the investor of the market as there is no corporate sukuk issuance and only one government sukuk issuance so far. As the investors are not quite familiar with the concept of the issue, they might become discouraged to invest in the security.

Management's Perception

There is huge demand for Islamic finance in Bangladesh and the fixed income security market is also getting popularity as the alternate financing tool for long term project financing. Though the concept of Sukuk is new to the market, Sukuk is gaining popularity among both Islamic and non-Islamic investors. For instance, the Bangladesh Government Islamic Investment Sukuk of BDT 8,000 crore received 8 times applications for the offerings of BDT 4,000 crore in the second phase. Moreover, considering the excess liquidity of the Islamic banks and the interest rate scenario of the country, this issue will be a lucrative investment opportunity considering the higher profit rate.

2.15. Market and Technology Related Risks

Sukuk Market risk can arise by changes or movements in the market variables such as interest rate, liquidity scenario or investment capacity of the institutional investors. On the other hand, Technological Risk for the issue refer to the undisrupted subscription procedure and trading platform for the security.

Management's Perception

Beximco Green Sukuk is offering to the Sukukholders a periodic Distribution rate which has a Base Rate of 9% which is far above the current average interest rate spread of 3%. Moreover, a profit margin Rate (10% of the difference between Base Rate and annual dividend rate declared in the annual general meeting of the preceding year of Beximco) shall also be given to the Sukukholders which shall be deemed as Hibah to its Sukukholders with the Base Rate. As long as the single digit lending rate is in

force, the change in the interest rate scenario is quite unlikely. Moreover, due to the sluggish economy activity in COVID 19 scenario, and lack of better investment opportunity, the excess liquidity situation is expected to remain unchanged. So the issue is less vulnerable to the market risk. On the other hand, the issue is going to be listed in the main board subject to BSEC approval and will be traded like the other listed fixed income securities, there is no technology related risk involved with the issue.

Section 3: Investment Considerations

3.1. Investment Considerations Relating to the Originator

3.1.1. Business Risk

Business risk refers to the possibility that Beximco will have lower than anticipated profits, or that it will experience a loss rather than a profit. Business risk of the Originator could occur by numerous factors.

Management's Perception

Beximco will not risk its reputation by setting an instance of default. With the satisfactory internal controls, compliance and audit, Beximco Ltd. has been conducting its business in a proper and economically sound manner since its inception. Being in leading position in the industry, Beximco has become a trend setter for others. Beximco's focus is to maintain its leadership by continued improvements in its market intelligence, design, product development and fast track bulk manufacturing. Furthermore, to reduce market risk aggressive marketing to add more "Gold Standard" Customers, and achieve better margins by enhancing the quality of the products to enable buyers to sell for higher retail prices.

3.1.2. Operational Risk

Operational risk refers to the possibility that Beximco Limited will not be able to continue the regular operation which can be disrupted by various problems regarding lack of electricity, poor road condition, lack of available raw materials or lack of labor.

Management's Perception

The Originator has been under operation for over 50 years and continuously diving into new business units. The management of the Originator is perfectly capable of mitigating such risk as they have stable source of raw materials and employee support.

3.1.3. Credit Risk

Credit risk is the risk due to a borrower's inability to meet its financial obligations to the lender. The credit risk is generally made up of transaction risk or default risk. Credit risk is controlled through segmental exposure limits to various industries and sectors, prudential exposure and substantial exposure ceiling and risk mitigation by obtaining collateral and guarantees.

Management perception

In case of Beximco Green-Sukuk, Beximco shall cause TSL & KSL to provide Assignment of tariff of TSL, KSL Solar Projects to the Issuer to secure the Exercise Price of Beximco Green Sukuk. As well as,

Beximco shall provide Corporate Guarantee to the Issuer securing the Exercise Price of Beximco Green-Sukuk which shall be utilized in payments of Final Redemptions to the Sukukholders.

Moreover, If the Originator is in willful default in payments to the Sukukholders or obligations towards the Issuer for three (3) continuous installments or twelve (12) months under the Ijarah Agreements, whichever is earlier (an “Event of Default”), the control over the Sukuk Assets shall be transferred in full to the committee of Trustee and it shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned parties in writing thereof:

Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.

3.2. Investment Considerations Relating to the Solar Projects

3.2.1. Solar Policy Risk

The projects (TSL & KSL) are the outcome of a special provision of the Govt., Quick Enhancement of Electricity and Energy Supply Act 2010 (amended 2015), extended by Bangladesh Power development Board (BPDB) to Teesta Solar Limited and Korotoa Solar Limited.

Management’s Perception

Owing to projects being conceptualized by special invite by BPDB and upon signing of the PPA, the Solar projects would have a low associated risk. The Government fully supports renewable energy development and generation in Bangladesh.

3.2.2. Revenue Risk

As there is no merchant market for the sale of power in Bangladesh, the sole revenue source is from payment for power from the PPA off taker, BPDB.

Management’s Perception

The counter-party of TSL & KSL under the power purchase agreement is Bangladesh Power Development Board, whose payment record under PPAs has been stellar; in addition, the obligation of BPDB under PPA is backed by Ministry of Power, Energy and Mineral Resources, Government of Bangladesh.

3.2.3. Investment Cost / Financial Risk

Variation in the project costs due to not being implemented within the timelines.

Management's Perception

For TSL Solar Project, EPC Contract contains necessary liquidated damages to offset delays and penalties; in addition, construction schedule of twelve months is reasonably adequate period for completion of work. On the other hand, for KSL Solar Project, EPC Contract contains necessary liquidated damages to offset delays and penalties; in addition, construction schedule of eight months is reasonably adequate period for completion of work for this size of project.

3.2.4. Grid Connectivity and Availability

Non availability of grid connection has a direct impact on project revenues.

Management's Perception

For TSL Solar Project, Power from the plant shall be evacuating using a dedicated 132kV transmission line connected at 132/33kV substation at Rangpur. TSL will build the entire transmission line before the end of the construction period to meet Commercial Operations Date deadline. TSL has done substantial work to meet timeline.

On the other hand, for KSL Solar Project, Power from the plant shall be evacuating using a dedicated 132kV transmission line connected at 132/33kV substation at Panchagarh. KSL will build the entire transmission line before the end of the construction period to meet Commercial Operations Date deadline. KSL has done substantial work to meet timeline.

After completion of transmission line, TSL and KSL shall transfer the ownership of transmission line to PGCB immediately who will then be responsible for the maintenance of transmission line. Therefore, risk of grid unavailability during the operations period will be borne by the PGCB not TSL and KSL.

3.2.5. Operational Risk

Plant operation can be hampered by human error, sudden break-down of machinery or incidences of natural calamities.

Management Perception

TSL & KSL have involved world class and market leading EPC contractor and engineering firm Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd. and SEI (SgurrEnergy India, branch of Sgurr UK) to guide the design, construction and operation of a world class solar power plant. SEI has performed an extensive technical feasibility report to confirm the Project's viability, has prepared the detailed Request for Proposal that sets the exact technical parameters that the project must meet, will ultimately sign off on the detailed design for the Project prepared by Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd. and supervise the full construction implementation on behalf of TSL & KSL. Once the plants are completed and commissioned, initial period of 5 years of operations and maintenance will be performed by Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd.

with energy yield performance guarantees as part of the operations and maintenance contract. Management plans to take over such activities at a time when management shall have full confidence in their own ability to operate and maintain the plant, having trained its workers adequately and periodically.

3.2.6. Exchange Rate Risk

The projects will not have to face foreign exchange rate fluctuation risk as the Company have to repay the entire Green Sukuk financing in domestic currency.

Management Perception

As per terms of the agreement, revenue will be collected in USD denominated market exchange rate which will be converted into local currency. Hence, TSL and KSL will get the hedging benefits naturally that will wipe out the any risk arises from USD currency fluctuation.

TSL has signed a PPA with the Bangladesh Power Development Board (BPDB) to sell 100% of the generated electricity at USD 0.15/kWh for a period of 20 years from the date of commercial operation, which ensures the revenue flow of the company.

On the other hand, KSL has signed a PPA with the Bangladesh Power Development Board (BPDB) to sell 100% of the generated electricity at USD 0.139/kWh for a period of 20 years from the date of commercial operation, which ensures the revenue flow of the company.

3.2.7. Potential or Existing Government Regulations and Policies

Changes in government policy and environment could impact the economic performance in both the short term and long term. The Government has traditionally exercised and continues to exercise a significant influence over many aspects of the Bangladesh economy. Existing government rules and regulations are very favorable for the projects. Any changes in the policy regarding tax holiday, tariff rate, import duty, VAT & Tax rate may adversely affect profitability and operation of the projects.

Management Perception

The Government is committed for providing affordable and reliable electricity to all citizens of Bangladesh under the Power Sector Master Plan – 2016, the Government investors (foreign and domestic) to invest in the power sector with the goal of producing 24,000 MW of electricity by 2021. Hence, the management feels that government policy will not act to discourage such investment. In addition, the strong image of the BEXIMCO Group in the local market, and deep and profound business knowledge of the Sponsors will always endeavor to withstand the unexpected changes or any such potential threats.

3.2.8. Environmental Risk

Construction work and manpower deployed onsite would generate waste and sewage.

Management Perception

Construction waste and human sewage from the project site shall be handled appropriately in accordance with international standards to avoid contamination of the area including the river.

3.2.9. Climate and Unforeseen Disaster Risk

Risks of damage to the solar plant equipment by storms, rainfall and flood will pose a major risk given the landscape and climate conditions of the location. In addition unforeseen infrequent events such as earthquakes and hail storm may pose a risk.

Management Perception

TSL have built major portion of the outer embankments adjacent to the rivers and inner countryside embankments to protect against flood waters entering the projects site. On the other hand, in KSL Solar Project, The site is largely devoid of any flooding risk to the adjacent road which acts as an embankment itself. Moreover, to ensure effective drainage of rainwater which will prevent flooding, TSL and KSL will build a drainage system that will collect rainwater in catch basin and pump water out of the premises. In addition properly engineered, designed and constructed concrete pilings will be used to ensure that the module mounting structures are installed effectively so that no corrosion or damage occurs. Finally the TSL plant has been designed to 54.4 m/s wind speed to withstand inclement weather. And the KSL plant has been designed to 36 m/s wind speed to withstand inclement weather. Finally, any natural disaster such as unusual hail storms or earthquakes shall be insured events.

3.3. Performance History of Shares of Beximco

Performance History of Shares of Beximco

Beximco Limited is dominating the movement of the key market index, DSEX in recent times by contributing around 10% of the total turnover of DSE since the beginning of 2021. The Share price of Beximco Limited witnessed significant increase in 2020 and showed around 313% return in that year against the index return of 21%. These substantial increase was observed in the post lockdown period and after the implementation of floor price in the market. The floor price was set at BDT 13.0 and after that at the end of the year the price of the share started to increase on the expectation of vaccine distribution through Beximco Pharmaceuticals.

The return numbers of the past few years shows that, the performance of Beximco is positively correlated with the market. That means the stock gives positive return in the bullish market. The current Beta of Beximco is 1.93. However, the price range was a quite lower for the company than the current price. Being said that, it is also observed that the highest price of the year is always been closer to the year-end price over the last few years.

The below table shows that, Beximco posted 0.4% loss in 2017, against the index return of 23%. In 2018 and 2019 both Beximco and the Index posted negative return. And in the following two years, in 2020 and 2021, Beximco posted significantly higher return while the overall market also remained bullish.

Table: Return Calculation of Beximco Limited

Year	YTD	2020	2019	2018	2017
Price at year end	72	57	13.8	23.5	26.3
Year High	95.3	57.0	26.4	32.0	37.4
Year Low	61.7	11.6	13.7	21.2	25.9
Average Price	79.2	20.0	20.5	25.7	31.9
Price Return	26%	313%	-41%	-11%	-0.4%
DSEX Return	-3%	21%	-17%	-13%	23%
EPS, Audited	1.93	0.53	1.67	1.55	1.23
PE, x	37.3	107.5	8.3	15.2	21.4

*YTD based on price of 13th April, 2021

Table 2

Chart: Price Analysis of Beximco Limited

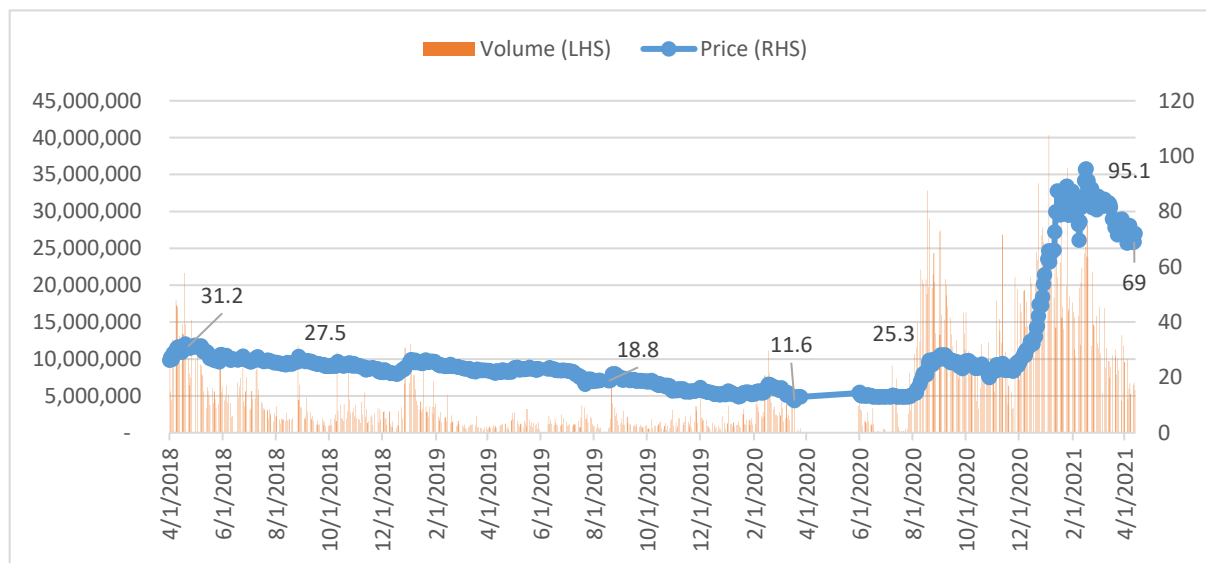


Figure-1: Price and Volume of Beximco Limited (From April 2018-April 2021)

Section 4: Utilization of Proceeds from Beximco Green-Sukuk Fund under Public Offer

Breakdown of Use of proceeds and Implementation Schedule:

Sl.	Particulars	Required Amount (BDT million)
1	Construction of Solar Project of Teesta Solar Limited (Including Public Offer Expenses)	4,673.60
2	Construction of Solar Project of Korotoa Solar Limited (Including Public Offer Expenses)	781.27
3	Financing and refinancing (non-interest bearing) of Textile machineries for the expansion of Textile division- Beximco Limited (Including Public Offer Expenses)	2,045.13
Total Requirement		7,500.00

Table 3

For Construction of Solar Project of Teesta Solar Limited

Particulars	BDT (mln)	Approximate date of completion of the project	Projected date of full commercial operation
Solar Plant EPC	3,974.92	Within 12 Months from the date of closing of subscription	Within 14 Months from the date of closing of subscription
<i>Machinery & Equipment Supply</i>	<i>3,401.34</i>		
<i>Civil Works including supply</i>	<i>323.18</i>		
<i>Erection, Testing & Commissioning</i>	<i>250.41</i>		
Switchyard	128.73		
Transmission Line	111.34		
GIS Bay	32.34		
Embankment & Land Development	214.91		
Consultancy & Other Charges	16.28		
Pre-Operating Expenses	111.42		
Sub-Total	4,589.94		
IPO Expense	83.66		
Total	4,673.60		

Table 4

For Construction of Solar Project of Korotoa Solar Limited

Particulars	BDT (mln)	Approximate date of completion of the project	Projected date of full commercial operation
Solar Plant EPC	671	Within 8 Months from the date of closing of subscription	Within 10 Months from the date of closing of subscription
<i>Machinery & Equipment Supply</i>	<i>546.64</i>		
<i>Civil Works including supply</i>	<i>38.23</i>		
<i>Erection, Testing & Commissioning</i>	<i>86.32</i>		

Switchyard	21.88		
Transmission Line	31.42		
AIS Bay	8.50		
Land Development	19.13		
Consultancy & Other Charges	6.68		
Pre-Operating Expenses	8.50		
Sub-Total	767.29		
IPO Expense	13.98		
Total	781.27		

Table- 5

For Expansion of Beximco Textile Division

Particulars	BDT (mln)	Approximate date of completion of the project	Projected date of full commercial operation
Machineries Purchased , Ordered and to be Ordered	2,008.52	Within 8 Months from the date of closing of subscription	Within 10 Months from the date of closing of subscription
Sub-Total	2,008.52		
IPO Expense	36.61		
Total	2,045.13		

Table- 6

Breakdown of Public Offer Expenses of BDT 134.25 Million which is included in the Projects Costs above:

Particulars	Basis of Fees	Amount in BDT (approx.)	
Total Sukuk Size			30,000,000,000
Public Offer			7,500,000,000
Issue Manager's fees:			30,187,500
Issue Manager's fees	0.35% of the public offer amount		26,250,000
VAT against Issue Management fee	15% of Issue Management fees		3,937,500
Fees related to listing with the stock exchanges:		Cost as per Calculation	23,300,000
Application Fee (DSE & CSE)	Fixed		100,000

Annual Fee for DSE & CSE (Per Year)	@0.05% on Tk. 100 crore of issue size and 0.02% on the rest amount of issue size; (minimum Tk. 50 thousand and maximum Tk. 6 lacs for each Exchange	12,600,000	1,200,000
Listing Fees for Stock Exchanges (DSE & CSE) (Per Year)	0.25% on Tk. 10 Crore and @ 0.15% on the balance amount of Issue Size (minimum Tk. 50,000 and maximum Tk. 10,000,000 for each Exchange	90,200,000	20,000,000
Data Transmission Fee for DSE & CSE	Fixed		2,000,000
Commission (“BSEC”) Fees:			2,260,000
Application Fee	Fixed		10,000
Consent Fee	0.03% on the public offering amount		2,250,000
Trustee Fee (Annually on Outstanding Amount)			30,000,000
PO Related Fees:			9,000,000
Underwriting Charges	As per Underwriting Agreements and requirements set by the Commission		4,500,000
Auditors certification fees for Sukuk Tenor (5 years)	At Actual		2,000,000
Credit Rating Fee for Sukuk Tenor (5 years)	At Actual		2,500,000
Trustee Related Other Fees			200,000
Trustee Application Fees			50,000
Trustee Registration Consent fee			100,000
Trustee Annual Fee			50,000
CDBL Fees and Expenses:			2,133,500
Security Deposit	Fixed		500,000
Documentation Fee	At Actual		2,500
Annual Fee	At Actual		500,000
Public Offer fee	.015% on Issue Size		1,125,000

Connection Fee	Tk. 500 per month (12*500)		6,000
Printing and post public offer expenses:			37,165,000
Publication of IM	(Estimated, to be paid at actual)		3,000,000
Notice for Information Memorandum, Sukuk allotment, Refund etc. in 2 daily newspapers	(Estimated, to be paid at actual)		5,000,000
Sukuk allotment related expenses including Software fee	(Estimated, to be paid at actual)		4,000,000
Data Processing Charge	(Estimated, to be paid at actual)		7,400,000
Courier Expenses	(Estimated, to be paid at actual)		1,000,000
Administrative & Stationary Expense	(Estimated, to be paid at actual)		1,000,000
Administrative & Stationary Expense for the Issuer	(Estimated, to be paid at actual)		15,765,000
Grand Total			134,246,000

Table 7

Sd/-

Osman Kaiser Chowdhury
Managing Director

Sd/-

Md. Luthfor Rahman
Chief Financial Officer

All the sukuk proceeds shall be invested as per shariah compliance by the Trustee of the Issuer (Beximco Green-Sukuk Trust) under the Investment Management Agreement between Beximco Ltd. & the Issuer.

Section 5: Terms and Conditions of the Green-Sukuk Structure

1. Name of the Instrument:		BEXIMCO Green-Sukuk Al Istisna'a
2. Issuance type :	Secured Convertible or Redemable Asset-Backed Green-Sukuk	
3. Shariah Principle:	Istisna'a Ijarah (Ijarah Mawsufah Fi al-Zimmah)	
4. Obligor/Originator:	Beximco Ltd.	
5. Beneficiaries:	(i)Teesta Solar Ltd. (ii) Korotoa Solar Ltd. (iii) Beximco Ltd.	
6. Issuer:	Special Purpose Vehicle (Beximco Green-Sukuk Trust - Subject to approval from the Commission) a registered trust to be formed by Beximco Ltd. under the Trust Act, 1882 represented by the Trustee, Investment Corporation of Bangladesh. with the approval of the Commission.	
7. Issue Advisor:	City Bank Capital Resources Limited ("CBCRL")	
8. Issue Manager(s)	City Bank Capital Resources Limited ("CBCRL") & Agrani Equity & Investment Limited	
9. Trustee:	Investment Corporation of Bangladesh as approved by the Commission	
10. Rating Agency:	Emerging Credit Rating Limited	
11. Legal Adviser:	Jamali & Morshed	
12. SPV Formation and Dissolution:	<p>Beximco Green-Sukuk Trust shall be created and registered as a trust vide approved deed of trust by the BSEC and registered under the Registration Act, 1908 with a special financial objective to issue Beximco Green-Sukuk.</p> <p>Beximco Green-Sukuk Trust shall be created in line with Islamic Shariah Guidelines and Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019. Sukuk Assets shall be in full charge of Beximco Green-Sukuk Trust Governing Body (Trustee).</p> <p>The Beximco Green-Sukuk Trust will act as the Issuer of Beximco Green-Sukuk and have the Beneficial & legal ownership in the Green-Sukuk assets.</p> <p>Beximco Green-Sukuk Trust shall extinguish with Final Redemption Payment to the Sukukholders fully redeeming Beximco Green-Sukuk.</p>	
13. Green-Sukuk Issue Size under Public Offer:	<p>Total BDT 7.50 Billion-</p> <ul style="list-style-type: none"> • BDT 5.45 Billion- For construction of Teesta Solar Project of BDT 4.67 Billion and Korotoa Solar Project of BDT 0.78 Billion. • BDT 2.05 Billion- to finance and refinance (non-interest bearing) the machineries and equipment required for expansion of the Textile Division. <p>All of these expenditures above consist of Payment of Public Offer Expense- BDT 0.13 Billion.</p>	
14. Face Value	BDT 100 (one hundred taka)	

15. Minimum Subscription size	BDT 5,000 = 50 lots of BDT 100 each
16. Tenure:	5 years, i.e. 60 months from the Issuance Date
17. Grace Period:	N/A
18. Investors:	Islamic & Non Islamic Investors.
19. BEXIMCO Green-Sukuk Mechanism:	<p>Underlying Transactions</p> <p>1. At inception after formation of Beximco Green-Sukuk Trust, Procurement period of Machineries & construction of the projects</p> <p><u>Master Istisna’a Agreement</u> Beximco Ltd. (for itself and for TSL and KSL as their agent) as seller and the Trustee of Beximco Green Sukuk as purchaser shall enter into Master Istisna’a Agreement to purchase the TSL Solar Machineries, KSL Solar Machineries and Textile Machineries.</p> <p><u>Istisna’a Agreement</u></p> <p>Upon execution of the Istisna’a Agreements, proceeds from subscription under private offer and public offer of Beximco Green-Sukuk shall be transferred to the Project Account to form the Sukuk Fund. Sukuk Fund shall be utilised for the Solar Projects and the Expansion Project of Textile Division of Beximco</p> <p>Beximco shall as agent and representative of TSL and KSL, enter into the Istisna’a Agreements with the Issuer as to -</p> <ol style="list-style-type: none"> i. sell TSL Solar Machineries as per specification(Section-6) and the relevant Purchase Price provided in the relevant Istisna’a Agreements to the Issuer under deferred delivery term; ii. sell KSL Solar Machineries as per specification(Section-6) and the relevant Purchase Price provided in the relevant Istisna’a Agreements to the Issuer under deferred delivery term; <p>Beximco shall also enter into Istisna’a Agreements with the Issuer to:</p> <p>sell the Textile Machineries as per specification(Section-6) and the relevant Purchase Price provided in the relevant Istisna’a Agreements to the Issuer under deferred delivery term and also to be delivered on refinancing (non-interest bearing)</p> <p>Further, Beximco shall cause TSL and KSL to complete the construction of the Solar Projects including installation and commissioning under the relevant Power Purchase Agreements read with the Implementation Agreements, utilizing the Sukuk Fund.</p> <p>With the sale and delivery of TSL Solar Machineries, KSL Solar Machineries and Textile Machineries under each of the Istisna’a Agreements, title to the same shall pass to the Issuer free of any legal impediments.</p>

Beximco shall utilize and ensure utilization of the total Sukuk Fund raised under Public Offer for the Solar Projects and the Expansion Project as provided below:

BDT 4,673.60 million for the construction of TSL Solar Project which shall include procurement of TSL Solar Machineries, installation and commissioning of TSL Solar Project;

BDT 781.27 million for the construction of the KSL Solar Project which shall include procurement of KSL Solar Machineries, installation and commissioning of KSL Solar Project;

BDT 2,045.13 million for financing and refinancing (non-interest bearing) of Textile Machineries for the Expansion Project.

Assignment Agreement (as Credit Enhancement of the Exercise Price of Beximco Green-Sukuk)

In consideration of receipt of the Sukuk Fund, TSL/KSL along with Beximco, as assignor shall transfer and assign unto the Issuer, and the Issuer as assignee shall accept from TSL/KSL along with Beximco, the assignment of all rights to and interests in the TSL Future Revenue Receivables/KSL Future Revenue Receivables.

It is clarified that the assignment of TSL Future Revenue Receivables shall be only to the extent of BDT 1,143.52 million under Public Offer.

And the assignment of KSL Future Revenue Receivables shall be only to the extent of BDT 212.75 million under Public Offer.

The assignments shall expire with the payment of Exercise Price.

With such expiration, the Issuer shall not have any recourse to the TSL Future Revenue Receivables/ KSL Future Revenue Receivables.

If there is a default in payment of any amount of the Exercise Price, the Issuer shall, pursuant to its rights under this TSL/KSL Assignment Agreement, submit a claim for such amount to BPDB for payment of Tariff Payments to the extent of TSL/KSL Future Revenue Receivable with a copy to Beximco.

However, prior to submitting such claim to BPDB, the Issuer shall after first invoke credit enhancement using the Sinking Fund.

Purchase Undertakings:

Beximco / TSL and Beximco / KSL and Beximco shall unconditionally and irrevocably grant to the Issuer the right to require Beximco / TSL and Beximco / KSL and Beximco to acquire and purchase upon receipt of the Exercise Notice, Issuer's ownership interests, rights, full title, benefits and entitlements, present and future, in, to and under Textile

Machineries / TSL Solar Machineries / KSL Solar Machineries including possessions thereof, respectively free of all encumbrances and legal impediments upon payment of the Textile Exercise Price / TSL Exercise Price / KSL Exercise Price .

However, if Textile Total Loss Event/ TSL Total Loss Event / KSL Total Loss Event occurs, the right granted shall stand cancelled to the extent of any such Textile Total Loss Event/ TSL Total Loss Event / KSL Total Loss Event relating to Textile Machineries/ TSL Solar Machineries/ KSL Solar Machineries.

The purchase of the Textile Machineries/ TSL Solar Machineries / KSL Solar Machineries shall occur with the execution of Textile Purchase Agreement / TSL Purchase Agreement / KSL Purchase Agreement.

If Issuer or Trustee delays in exercising or fails to exercise any right or remedy under this TSL/KSL/Textile]Purchase Undertaking, it will not:
adversely affect that right or remedy; or
operate as or be taken to be a waiver of that right or remedy.

The single, partial or defective exercise of any such right or remedy will not prevent the Issuer from exercising that right or remedy in the future.

Exercise Notice and [Textile/TSL/KSL] Exercise Price

The Issuer shall serve Exercise Notice to [Beximco/ TSL and Beximco / KSL and Beximco] thirty (30) days prior to the Maturity. Thereafter, the Parties shall execute the Purchase Agreement on the date of Maturity.

However, if such date falls on a day that is not a Business Day, the obligations of the Parties to execute the Purchase Agreement shall be on the following Business Day.

Under Public Offer,
Textile Exercise Price for Textile Machineries shall be the following:

BDT 2,045.13 million (-) the amount paid to the Sukukholders due to exercise of Conversion Option*

*For the purpose of Textile Exercise Price calculation, the amount shall not be more than the following:

Number of Beximco Green-Sukuk converted under Public Offer (x) face value per Beximco Green-Sukuk (x) 27.27%**

**27.27% represents the share of the utilized amount for Textile Project from the Sukuk Fund under Public Offer]

Under Public Offer,

TSL Exercise Price for TSL Solar Machineries shall be the following:

BDT 4,673.60 million (-) the amount paid to the Sukukholders due to exercise of Conversion Option*

*For the purpose of TSL Exercise Price calculation, the amount shall not be more than the following:

Number of Beximco Green-Sukuk converted under Public Offer (x) face value per Beximco Green-Sukuk (x) 62.31%**.

** 62.31% represents the share of the utilized amount for TSL Solar Project from the Sukuk Fund under Public Offer

Under Public Offer,
KSL Exercise Price for KSL Solar Machineries shall be the following:

BDT 781.27 million (-) the amount paid to the Sukukholders due to exercise of Conversion Option*

*For the purpose of KSL Exercise Price calculation, the amount shall not be more than the following:

Number of Beximco Green-Sukuk converted under Public Offer (x) face value per Beximco Green-Sukuk (x) 10.42 %**.

** 10.42 % represents the share of the utilized amount for KSL Solar Project from the Sukuk Fund.

TSL/KSL/Textile Purchase Undertaking shall be effective from the date hereof and shall remain valid till execution of the Purchase Agreements.

Sale Undertakings

The Issuer shall unconditionally and irrevocably grant to Beximco / TSL and Beximco / KSL and Beximco the right to require the Issuer to sell on completion of sixty (60) months from the Issuance Date of its ownership interests, rights, full title, benefits and entitlements, present and future, in, to and under Textile Machineries / TSL Solar Machineries / KSL Solar Machineries including possessions thereof, respectively free of all encumbrances and legal impediments upon payment of the Textile Exercise Price / TSL Exercise Price / KSL Exercise Price.

However, if Textile Total Loss Event/ TSL Total Loss Event / KSL Total Loss Event occurs, the right granted shall stand cancelled to the extent of any such Textile Total Loss Event/ TSL Total Loss Event / KSL Total Loss Event relating to Textile Machineries/ TSL Solar Machineries/ KSL Solar Machineries.

The sale of the Textile Machineries/ TSL Solar Machineries / KSL Solar Machineries shall occur with the execution of Purchase Agreement.

If Beximco, TSL or KSL delays in exercising or fails to exercise any right or remedy under this TSL/KSL/Textile Sales Undertaking, it will not:
adversely affect that right or remedy; or
operate as or be taken to be a waiver of that right or remedy.

The single, partial or defective exercise of any such right or remedy will not prevent the Beximco / TSL and Beximco / KSL and Beximco from exercising that right or remedy in the future.

The Total Loss Event and Mandatory Redemption Amount

“Total Loss Event” means any of the following:

The total loss or destruction of, or damage to the whole (and not part only) of completed and delivered TSL Solar/KSL Solar/Textile Machineries under respective Ijarah Agreements or any event or occurrence that renders the whole (and not part only) of all such Machineries permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical (“TSL/KSL/Textile Total Loss Event”);

“Mandatory Redemption Amount” means such amount that is payable, subject to adjustments due to exercise of Conversion Option exercised by the Sukukholders on occurrence of any of the relevant Total Loss Events.

For the purpose of calculation of Mandatory Redemption Amount, the Issuer shall submit a report to the Beximco along with the notice of the Total Loss Event, on each Sukukholder and their holding of Beximco Green-Sukuk, exercise of Conversion Option, receipt of Half-Yearly Periodic Payments.

Such notice and report shall also contain the calculation of the amount that shall be required to be transferred from the Sinking Fund Trust Account to the Beximco Green-Sukuk Trust Account for the purpose of payment of the relevant Mandatory Redemption Amount to the Sukukholders.

Beximco reserves the right to seek clarification or further information on the report on Mandatory Redemption Amount and the Issuer shall accordingly provide such clarification or information without delay.

On occurrence of TSL Total Loss Event, Beximco or TSL, as the case may be, shall pay the Mandatory Redemption Amount only to the extent of BDT 4.67 billion under Public Offer from the proceeds of takaful/insurance for TSL Solar Machineries for TSL Solar Project. In case of insufficiency of amount from takaful/insurance, Beximco or

TSL shall, subject to the provisions of Chapter 26 of Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of TSL Total Loss Event, all the Ijarah Agreements relating to the TSL Solar Machineries shall be terminated. Furthermore, TSL Assignment Agreement shall also be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, KSL Assignment Agreement shall remain in force.

On occurrence of KSL Total Loss Event, Beximco or KSL, as the case may be, shall pay the Mandatory Redemption Amount only to the extent of BDT 0.78 billion under Public Offer from the proceeds of takaful/insurance for KSL Solar Machineries for KSL Solar Project. In case of insufficiency of amount from takaful/insurance, Beximco or KSL shall, subject to the provisions of Chapter 26 of the Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of KSL Total Loss Event, all the Ijarah Agreements relating to the KSL Solar Machineries shall be terminated. Furthermore, KSL Assignment Agreement shall also be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, TSL Assignment Agreement shall remain in force.

On occurrence of Textile Total Loss Event, Beximco shall pay the Mandatory Redemption Amount only to the extent of BDT 2.05 billion from the proceeds of takaful/insurance for Textile Machineries for Expansion Project. In case of insufficiency of amount from takaful/insurance, Beximco shall, subject to the provisions of Chapter 26 of the Trust Deed pay the balance amount within sixty (60) days thereafter.

Further, on the occurrence of Textile Total Loss Event, all the Ijarah Agreements relating to Textile Machineries shall be terminated. For the avoidance of doubt, the other Ijarah Agreements shall not be terminated, and the Lease Rentals payable thereunder shall continue to be payable. Similarly, Assignment Agreements shall remain in force.

Ijarah Agreements

With the execution of Ijarah Agreement, the Issuer as lessor shall grant lease of the Leased Machineries to Beximco / Beximco and TSL / Beximco and KSL as lessees, and the lessees accept the same for the duration of the Lease Period in consideration of payment of Lease Rentals on each Rental Payment Dates upon and subject to the terms and conditions contained in this Ijarah Agreement.

The lease of the Leased Machineries shall expire on the last Rental Payment Date, with the payment of the last Lease Rental.

Lease Rental rate: Beximco/ Beximco as agent of [TSL/KSL] shall pay Lease Rentals to the Issuer at the rate of 9% p.a. of the Purchase Price of Sukuk Assets.

A summary of Lease rental on the Sukuk Assets' Purchase price under Public Offer is following:

BDT in million

Lessee	Purchase Price	Lease Rental(@ 9% p.a)	Total Lease Rental (Lease Rental Rate X5)
BEXIMCO (Textile Division)	2,045.13	184.06	920.31
TSL	4,673.60	420.62	2103.12
KSL	781.27	70.31	351.57

Advance Lease Rental:

Until the Leased Machineries become usable on COD, Lease Rental shall be paid in advance. However, upon receipt of advance Lease Rental, if the Issuer fails to deliver the Leased Machineries to Beximco /Beximco and TSL / Beximco and KSL, in such event Beximco/ Beximco and TSL / Beximco and KSL waives its rights to claim repayment of such advance Lease Rental.

Further, if the Issuer delays in the delivery of the Leased Machineries to Beximco/ Beximco and TSL / Beximco and KSL or there the Leased Machineries are temporarily not in use or in usable condition during the Lease Period, in such event Beximco/ Beximco and TSL / Beximco and KSL agrees not to terminate the payment of Lease Rentals except in the case of the TSL/KSL/Textile Total Loss Event.

Furthermore, if there is a Force Majeure Event affecting payment of Lease Rentals, Beximco shall make such payments within 3 days after the end of the Force Majeure Event as mentioned in the Investment Management Agreement and neither Issuer nor the Trustee shall claim any profit for such delay caused by the Force Majeure Event.

Post Completion of the Assets and maturity

Payment of Lease Rentals shall commence from the first Rental Payment Date and shall continue until the last Rental Payment Date as scheduled below:

M_n M=month n=number	Rental Payment Date	Lease Rental @ of 9% p.a. i.e. 0.75% per month of [Purchase Price]
M_1	30 th day of M_1 .	BDT [0.75% of Purchase Price]
M_2	30 th day of M_2 .	BDT [0.75% of Purchase Price]
M_3	30 th day of M_3 .	BDT [0.75% of Purchase Price]
M_4	30 th day of M_4	BDT [0.75% of Purchase Price]
M_5	30 th day of M_5 .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_*	30 th day of M_* .	BDT [0.75% of Purchase Price]
M_{59}	30 th day of M_{59} .	BDT [0.75% of Purchase Price]
M_{60}	30 th day of M_{60} .	BDT [0.75% of Purchase Price]

Deposit of Tariff Payment of Solar Projects (as credit Enhancement of lease rentals hence security in favor of periodic payments to the sukukholders):

Beximco shall cause TSL and KSL to procure that the BPDB deposits the amount of the Tariff Payments under the respective Power Purchase Agreements into the Beximco Green-Sukuk Trust Account until execution of Purchase Agreements and payment of Exercise Prices.

After receipt of the Tariff Payments, if Beximco fails to pay Lease Rental under respective Ijarah Agreements at any Rental Payment Date, then the Trustee shall first deduct the amount of such Lease Rental from the amount of the Tariff Payment deposited into the Beximco Green-Sukuk Trust Account and thereafter return the balance amount of the Tariff Payments, if any, to the Project Account.

Upon payment of Lease Rentals from the deposited Tariff Payments as stated above, the Issuer as lessor shall have no further recourse regarding the same to Beximco, TSL or KSL under the relevant Ijarah Agreements.

However, if there is no such default in payment of Lease Rentals, then the Trustee shall return and transfer the full amount of the Tariff Payments so received without delay to the Project Account, failing which any profit accrued on such deposit shall be on account of Beximco and accordingly such profit shall be held in trust for Beximco till the same is returned and transferred to the Project Account.

For avoidance of doubt it is clarified that the Tariff Payment shall be deposited in the Beximco Green-Sukuk Trust Account after COD.

The Lease Rentals deposited in the Beximco Green-Sukuk Trust Account shall be utilized by the Lessor for payment of Half Yearly Periodic Payments.

Prior to disbursement of Half Yearly Periodic Payments to the Sukukholders, such Lease Rentals may be invested in compliance with Shariah and with consent of Beximco considering the best interest of the Sukukholders. If any profit is accrued on the amount so invested, such profit shall be distributed proportionately to the Sukukholders.

Investment Management Agreement

The Originator and the Issuer shall have an Investment Management Agreement to have an investment policy where the Issuer can invest and manage the Sukuk proceeds as per terms and conditions stated in the Investment Management Agreement.

Half Yearly Periodic Payments:

Beximco Green-Sukuk Trust shall distribute the lease rentals to the Sukukholders as Half Yearly Periodic Payments subject to adjustments due to exercise of Conversion Option.

Trustee shall ensure that the Lease Rentals deposited in the Beximco Green-Sukuk Trust Account shall be utilised for disbursement of Half Yearly Periodic Payments to the Sukukholders. Half Yearly Periodic Payments shall be the Base Rate plus the Profit Margin Rate. This Profit Margin Rate shall be deemed as hibah as per Shariah.

Thirty (30) days prior to each of the Half Yearly Periodic Payment dates, the Issuer shall give a notice regarding such payment along with a report ("Periodic Payment Notice & Report") to Beximco on each Sukukholder and their holding of Beximco Green-Sukuk, exercise of Conversion Option, receipt of Half-Yearly Periodic Payments, Record Date for Periodic Distribution and the date fixed for distribution of Half Yearly Periodic Payment to the Sukukholders.

Beximco reserves the right to seek clarification or further information on the Periodic Payment Notice & Report and the Issuer shall accordingly provide such clarification or information without delay.

After receipt of the Periodic Payment Notice & Report and clarification or further information, if any, Half Yearly Periodic Payments shall be paid from the Lease Rentals and in the event of a deficit in Lease Rentals then from the Sinking Fund. If such deficit is funded from the Sinking Fund, Beximco shall replenish the deficit created in the Sinking Fund during subsequent deposit in the Sinking Fund Trust Account.

The dates for distribution of Half Yearly Periodic Payment shall be within three (3) days from the Record Date for Periodic Distribution.

However, if any such distribution date falls on a holiday including a weekend or on a day that is not a Business Day or a day during continuation of a Force Majeure Event, then the payment shall be made by the Issuer the subsequent trading day at the Dhaka Stock Exchange or as per provisions of clauses 26.3 and 26.4 of the Trust Deed, as the case may be.

The Issuer shall transfer the amount of Half Yearly Periodic Payments on the due date for distribution as stated above to the bank accounts of the Sukukholders linked to their BO accounts and to such bank accounts as provided by the Sukukholders during rematerialisation in case of rematerialized Beximco Green-Sukuk. All such disbursement shall be made from the Beximco Green-Sukuk Trust Account by the Issuer.

If the Trustee fails to pay Half Yearly Periodic Payments on the due date or causes default in payment due to its willful default or gross negligence, the Trustee shall remain liable to the Sukukholders and shall indemnify Beximco, TSL and KSL for any loss or claim arising from such failure, default, willful default, gross negligence or delay caused by the Trustee.

Final Redemption Payment

Trustee shall ensure that the amount received as Exercise Price is utilised for Final Redemption Payment to the Sukukholders at Maturity.

Calculation of Final Redemption Payment shall be subject to adjustment due to exercise of Conversion Option by the Sukukholders as provided in Salient Features (Section-1) in this IM.

If a Sukukholder does not exercise Conversion Option in full or in part on the Record Dates for Conversion including the last Record Date for Conversion, then such Sukukholder shall receive proportionate share of Final Redemption Payment in proportion to the Beximco Green-Sukuk held by such Sukukholder on the last Record Date for Conversion in one bullet payment. It is clarified that the date of Final

Redemption Payment shall be the last Record Date for Conversion, which shall be the date of Maturity of Beximco Green-Sukuk.

Sinking Fund deposited in the Sinking Fund Trust Account shall ensure Exercise Price and Exercise Price shall be utilized for Final Redemption Payment to the Sukukholders.

The Issuer shall transfer the amount of Final Redemption Payment on the due dates for distribution to the bank accounts of the Sukukholders linked to their BO accounts and to such bank accounts as provided by the Sukukholders during rematerialisation in case of rematerialized Beximco Green-Sukuk.

If the Trustee fails to pay the Final Redemption Payments on the due date or causes default in payment due to its willful default or gross negligence, the Trustee shall remain liable to the Sukukholders and shall indemnify Beximco, TSL and KSL for any loss or claim arising from such failure, default, willful default, gross negligence or delay caused by the Trustee.

With Final Redemption Payment at Maturity, Beximco Green-Sukuk shall stand cancelled. The Issuer shall notify the Commission and the stock exchanges with copy to the Originator of full redemption of all Beximco Green-Sukuk at Maturity. Sukukholders shall also be notified of cancellation of Beximco Green-Sukuk.

If any investment of accumulated Exercise Price prior to distribution of Final Redemption Payment generates profit, the same shall be distributed to the Sukukholders during distribution of Final Redemption Payment.

It shall be the responsibility of the Trustee to ensure prudent investment securing due distribution of Final Redemption Payment. However, if the Trustee fails to or defaults including willful default in payment of Final Redemption Payment due to such investment, the Trustee shall remain liable to the Sukukholders and shall indemnify Beximco, TSL and KSL arising from any claim, loss or damages claimed by the Sukukholders or persons claiming under the Sukukholders.

Sinking Fund

Under Public Offer, the Originator shall deposit a maximum of BDT 1.25 crore (out of Total Sinking Fund Amount of BDT 5 Crore monthly) monthly into the Sinking Fund Trust Account till execution of the Purchase Agreements and payment of Exercise Prices, which shall be disbursed to the Sukukholders as Final Redemption Payment. With such disbursements to the Sukukholders, Beximco Green-Sukuk shall be fully redeemed.

The amount to be deposited into the Sinking Fund Trust Account shall be adjusted every year till execution of Purchase Agreements and payments of Exercise Prices subject to exercise of Conversion Option.

If there is any excess amount in the Sinking Fund Trust Account after disbursement of Final Redemption Payment fully redeeming Beximco Green-Sukuk, the same shall be released and transferred to the Project Account within three (3) days of such payment. If any profit is accrued on the excess amount till the release and transfer, such profit shall be on account of Beximco, and till the same is released and transferred to the Project Account, such profit shall be held in trust for Beximco.

Only after such release and transfer that the Trustee shall with prior written consent of Beximco close the Sinking Fund Trust Account.

Prior to the first Rental Payment Date under the first Ijarah Agreement, Beximco shall commence the deposit in the Sinking Fund Trust Account.

Any investment of the Sinking Fund by the Trustee shall be Shariah compliant and only upon written consent of Beximco in the best interest of the Sukukholders. Any profit from such investment shall be added to the Sinking Fund to form part of the same and such addition shall be calculated to determine the adjustment in the amount to be deposited into the Sinking Fund Trust Account.

The Trustee shall prepare a periodic report on Sinking Fund every one hundred and twenty (120) days from the date of opening of the Sinking Fund Trust Account which shall include the amount deposited, profit to accrue or accrued, type and tenure of any investment of the Sinking Fund along with every one hundred and twenty (120) days bank statement of the Sinking Fund Trust Account (the "Sinking Fund Report").

Within three (3) days of expiry of the one hundred and twenty (120) days period, the Trustee shall submit the Sinking Fund Report to Beximco.

Beximco reserves the right to seek clarification or further information from the Trustee on the Sinking Fund Report including the investments and the Trustee shall accordingly provide such clarification or information without delay.

The Sinking Fund shall be utilized only for the purposes of meeting the payment of Exercise Price which in turn shall be disbursed to the Sukukholders as Final Redemption Payment fully redeeming Beximco Green-Sukuk.

Further, the Sinking Fund can be utilized to fund the deficit in the amount for making Half Yearly Periodic Payments.

	<p>Furthermore, payment of Mandatory Redemption Amount shall also be funded with Sinking Fund</p>
<p>20. Force Majure Event</p>	<p>Originator, TSL, KSL, Issuer or the Trustee shall not be liable for any failure or delay in the performance of their respective obligations under this Trust Deed or any other Transaction Documents because of circumstances beyond their control, including, without limitation, acts of God; flood; war (whether declared or undeclared); terrorism; fire; riot; embargo; labour disputes; pandemic or epidemic leading to lockdown or declaration of public holidays or similar measure by the government or local authorities; any laws, ordinances, regulations or the like which restrict or prohibit the performance of the obligations contemplated by this Trust Deed or any other Transaction Documents, and other causes beyond beyond Originator’s, TSL’s, KSL’s, Issuer’s or Trustee’s control whether or not of the same class or kind as specifically named above (each a “Force Majeure Event”).</p> <p>However, the Originator, TSL, KSL, Issuer or Trustee, as the case may be, shall use commercially reasonable efforts consistent with accepted practice in its industry to resume performance as soon as practicable under the circumstances.</p> <p>The Originator, TSL, KSL, Issuer or Trustee shall immediately inform each other with copy to the Commission of the occurrence of a Force Majeure Event affecting its/their obligations under by this Trust Deed or any other Transaction Document.</p> <p>Similarly, the Originator, TSL, KSL, Issuer or Trustee shall immediately inform each other with copy to the Commission of the end of a Force Majeure Event affecting its/their obligations under by this Trust Deed or any other Transaction Document.</p> <p>If any date fixed for payment distribution of Final Redemption Payment, Half Yearly Periodic Payments, payment of Mandatory Redemption Amount, Exercise Price, Lease Rentals or for depositing in the Sinking Fund falls on a day during continuation of a Force Majeure Event, then the payment shall be made immediately within seven (7) days after the end of the Force Majeure Event with the consent of the Commission.</p> <p>Neither the Originator (including TSL and KSL) nor the Issuer or the Trustee shall be liable to make payments to the Sukukholders in the form of profit or penalty for the delay caused by such Force Majeure Event to pay or distribute the Final Redemption Payment, Half Yearly Periodic Payments, payment of Mandatory Redemption Amount, Exercise Price, Lease Rentals or to deposit the Sinking Fund.</p> <p>Similarly, neither the Originator (including TSL and KSL) shall be liable to make payments to either the Issuer or the Trustee in the form of profit or penalty for the delay caused by such Force Majeure Event to</p>

	<p>pay Lease Rentals, Exercise Price or to deposit amounts in the Sinking Fund or to replenish the same.</p> <p>It is further clarified that if the Originator (including TSL and KSL) performed its payment obligations towards the Issuer and deposited the amount under the Trust Deed or any other Transaction Documents but the Issuer or Trustee could not make or distribute payments to the Sukukholders due to a Force Majeure Event, any profit accrued on such deposit shall be distributed to the Sukukholders proportionately.</p>
21. Insurance Policies	<p>Beximco Shall Cause TSL and KSL To Maintain Insurance Policies For The Solar Projects Including For The Solar Machineries As Stated In The Respective Power Purchase Agreements (Section-14 Of PPA & Section 19 Herein) And The Implementation Agreements (Section- 6 Of IA & Section 19 Herein). It Is Clarified That The Insurance Shall Be Islamic Insurance Or Takaful. However, If Such Islamic Insurance Or Takaful Is Not Available, Conventional Insurance Policies Shall Be Maintained. In All Such Policies, The Issuer Shall Be ‘Co-Insured’ Or ‘Additional Insured’ With TSL Or KSL, As The Case May Be, Till Extinguishment Of The Issuer.</p> <p>Similarly, Beximco Shall Maintain Insurance Policies For The Textile Machineries With The Issuer As ‘Co-Insured’ Or ‘Additional Insured’ With Beximco Till Extinguishment Of The Issuer. It Is Clarified That The Insurance Shall Be Islamic Insurance Or Takaful. However, If Such Islamic Insurance Or Takaful Is Not Available, Conventional Insurance Policies Shall Be Maintained.</p>
22. Event of Default	<p>If the Originator is in willful default in payments to the Sukukholders or obligations towards the Issuer for three (3) continuous installments or twelve (12) month under the Ijarah Agreement, whichever is earlier, the control over the Sukuk Assets shall be transferred in full to the board of Trustee and it shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned parties in writing thereof:</p> <p>Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.</p> <p>However, if the Trustee fails in its duties or delays to distribute the Half Yearly Periodic Payments, to the Sukukholders, neither Beximco nor TSL or KSL shall be held liable for such non-payment or willful default or gross negligence of the Trustee.</p> <p>Issuer shall serve thirty (30) days written notice to BEXIMCO, TSL and KSL to show cause on the default in payments stated above.</p>
23. Credit Enhancement:	<p>For Exercise Price:</p> <ol style="list-style-type: none"> 1. Assignment Aggrements (From TSL & KSL) 2. Sinking Fund (From Beximco) 3. Corporate Guarantee (From Beximco)

	<p>For Half Yearly Periodic Payments:</p> <ol style="list-style-type: none"> 1. Deposit of Tariff Payments (From TSL & KSL) 2. Sinking Fund (From Beximco) <p>Total Loss Event:</p> <ol style="list-style-type: none"> 1. Takaful/Insurance 2. Sinking Fund
24. Sukuk Assets	<ol style="list-style-type: none"> 1. TSL Solar Machineries to be purchased for TSL Solar Project, 2. KSL Solar Machineries to be purchased for KSL Solar Project and 3. Textile Machineries purchased & to be purchased for the Expansion Project.
4. Currency	Bangladesh Taka.
5. Mode of Offer:	Public Offer
6. Rate of Return Type:	Floating
7. Conversion Notice & Record Date for Conversion Option:	<p>Record Date for Conversion shall be the last day of the twelfth (12th) month from the Issuance Date and thereafter, every year on the said date until Maturity.</p> <p>If any Record Date for Conversion falls on a holiday including a weekend or on a day that is not a Business Day or a day during continuation of a Force Majeure Event, then the subsequent trading day at the Dhaka Stock Exchange shall be the Record Date for Conversion.</p> <p>Beximco shall serve notice on the Issuer informing the Record Date for Conversion along with Shariah pronouncement from Beximco-SSB and upon receipt of such notice from Beximco, within three (3) days of such receipt, the Issuer shall notify the Sukukholders to exercise Conversion Option in two (2) widely circulated national daily newspapers one in Bengali and another in English and in the trading platform of the stock exchanges and invite those Sukukholders to exercise the Conversion Option at least thirty (30) working days prior to the Record Date for Conversion.</p> <p>After issuance of the notice of the Issuer, the Sukukholders shall intimate their option to the Issuer regarding exercise of the Conversion Option at least ten (10) days prior to the Record Date for Conversion.</p> <p>Provided further that if any Sukukholder does not intimate its option regarding exercise of Conversion Option within the time as mentioned above to the Issuer, the right of that Sukukholder to exercise Conversion Option at the relevant year shall not be considered by the Issuer for that year only.</p>
8. Record Date for Periodic Distribution Amount	Record Date for Periodic Distribution shall be the last day of the sixth (6 th) month from the Issuance Date and thereafter, every six (6) months on the said date until Maturity.

	<p>On each Record Date for Periodic Distribution, Half Yearly Periodic Payment shall be payable.</p> <p>However, if any Record Date for Periodic Distribution falls on a holiday including a weekend or on a day that is not a Business Day or a day during continuation of a Force Majeure Event, then the subsequent trading day at the Dhaka Stock Exchange shall be the Record Date for Periodic Distribution.</p> <p>Each Sukukholder shall receive Half Yearly Periodic Payment, the quantum of which shall be calculated on the Beximco Green-Sukuk held by the Sukukholder on the Record Date for Periodic Distribution.</p>
<p>9. Record Date for Final Redemption</p>	<p>Forty five (45) days prior to the date of the Final Redemption Payment, the Issuer shall give a notice regarding such payment along with a report (“Redemption Payment Notice & Report”) to Beximco on each Sukukholder and their holding of Beximco Green-Sukuk, exercise of Conversion Option, payment of Mandatory Redemption Amount, if any, the last Record Date for Conversion and the date fixed for distribution of Final Redemption Payment.</p> <p>Beximco reserves the right to seek clarification or further information on the Redemption Payment Notice & Report and the Issuer shall accordingly provide such clarification or information without delay.</p> <p>On the last Record Date for Conversion, the Exercise Price shall be paid to the Issuer pursuant to the Purchase Agreements and such Exercise Price shall be utilised for Final Redemption Payment to the Sukukholders.</p> <p>The dates to be fixed for distribution of Final Redemption Payments shall be within three (3) days from the date of Maturity.</p> <p>However, if any such distribution date falls on a holiday including a weekend or on a day that is not a Business Day or a day during continuation of a Force Majeure Event, then the payment shall be made by the Issuer the subsequent trading day at the Dhaka Stock Exchange or as per provisions of clauses 26.3 and 26.4 of the Trust Deed, as the case may be.</p>

Table- 8

Periodic Payment and Redemption Schedule with Sinking Fund subject to conversion option:

Assumptions	
Amount in BDT	7,500,000,000
Total Tenor	5 years
No of payments in a year	2.00
Total Period	5.00
Base Rate (p.a)	9.0%
Profit Margin Rate	-0.40%
Periodic Distribution Rate considering Profit margin	9.00%
Periodic Distribution Rate (half yearly)	4.50%
Moratorium (year)	0.00
Number of Periodic Payments	10.00

Table- 9

Year	Cash Dividend Rate
2020	5%

****Profit Margin Rate: 10% of the difference between Base Rate and annual dividend rate declared in the AGM of the preceding year of Beximco Ltd. If dividend rate is equal to or below the Base Rate, the Periodic Distribution Amount will be paid as per the Base Rate only.*

Scenario 1:

Repayment Schedule for BDT 7,500,000,000 with conversion @ 20% every year								
Semi-Annual Payment No.	Month	Beginning Balance	Half yearly Periodic Distribution Rate (%)	Redemption Amount	Half Yearly Periodic Payments	Ending Balance	Conversion of the Sukuk Issue @ 20%	Sinking Fund with the SPV (After Conversion)
1 st	6	7,500,000,000.00	4.50%		337,500,000.00	7,500,000,000.00		
2 nd	12	7,500,000,000.00	4.50%		337,500,000.00	6,000,000,000.00	1,500,000,000	150,000,000
3 rd	18	6,000,000,000.00	4.50%		270,000,000.00	6,000,000,000.00		
4 th	24	6,000,000,000.00	4.50%		270,000,000.00	4,500,000,000.00	1,500,000,000	112,500,000
5 th	30	4,500,000,000.00	4.50%		202,500,000.00	4,500,000,000.00		
6 th	36	4,500,000,000.00	4.50%		202,500,000.00	3,000,000,000.00	1,500,000,000	62,500,000
7 th	42	3,000,000,000.00	4.50%		135,000,000.00	3,000,000,000.00		
8 th	48	3,000,000,000.00	4.50%		135,000,000.00	1,500,000,000.00	1,500,000,000	-
9 th	54	1,500,000,000.00	4.50%		67,500,000.00	1,500,000,000.00		
10 th	60	1,500,000,000.00	4.50%	-	67,500,000.00	-	1,500,000,000	-
Total Amount				-	2,025,000,000.00		7,500,000,000	325,000,000

Table- 10

Scenario 2:

Repayment Schedule for BDT 7,500,000,000 with conversion @ 15% every year								
Semi-Annual Payment No.	Month	Beginning Balance	Half yearly Periodic Distribution Rate (%)	Redemption Amount	Half Yearly Periodic Payments	Ending Balance	Conversion of the Sukuk Issue @ 15%	Sinking Fund with the SPV (After Conversion)
1 st	6	7,500,000,000.00	4.50%		337,500,000.00	7,500,000,000.00		
2 nd	12	7,500,000,000.00	4.50%		337,500,000.00	6,375,000,000.00	1,125,000,000	150,000,000
3 rd	18	6,375,000,000.00	4.50%		286,875,000.00	6,375,000,000.00		
4 th	24	6,375,000,000.00	4.50%		286,875,000.00	5,250,000,000.00	1,125,000,000	121,875,000
5 th	30	5,250,000,000.00	4.50%		236,250,000.00	5,250,000,000.00		
6 th	36	5,250,000,000.00	4.50%		236,250,000.00	4,125,000,000.00	1,125,000,000	84,375,000
7 th	42	4,125,000,000.00	4.50%		185,625,000.00	4,125,000,000.00		
8 th	48	4,125,000,000.00	4.50%		185,625,000.00	3,000,000,000.00	1,125,000,000	28,125,000
9 th	54	3,000,000,000.00	4.50%		135,000,000.00	3,000,000,000.00		
10 th	60	3,000,000,000.00	4.50%	1,875,000,000.00	135,000,000.00	-	1,125,000,000	-
Total Amount				1,875,000,000.00	2,362,500,000.00		5,625,000,000	384,375,000

Table- 11

Scenario 3:

Repayment Schedule for BDT 7,500,000,000 with conversion @ 10% every year								
Semi-Annual Payment No.	Month	Beginning Balance	Half yearly Periodic Distribution Rate (%)	Redemption Amount	Half Yearly Periodic Payments	Ending Balance	Conversion of the Sukuk Issue @ 10%	Sinking Fund with the SPV (After Conversion)
1 st	6	7,500,000,000.00	4.50%		337,500,000.00	7,500,000,000.00		
2 nd	12	7,500,000,000.00	4.50%		337,500,000.00	6,750,000,000.00	750,000,000	150,000,000
3 rd	18	6,750,000,000.00	4.50%		303,750,000.00	6,750,000,000.00		
4 th	24	6,750,000,000.00	4.50%		303,750,000.00	6,000,000,000.00	750,000,000	131,250,000
5 th	30	6,000,000,000.00	4.50%		270,000,000.00	6,000,000,000.00		
6 th	36	6,000,000,000.00	4.50%		270,000,000.00	5,250,000,000.00	750,000,000	106,250,000
7 th	42	5,250,000,000.00	4.50%		236,250,000.00	5,250,000,000.00		
8 th	48	5,250,000,000.00	4.50%		236,250,000.00	4,500,000,000.00	750,000,000	68,750,000
9 th	54	4,500,000,000.00	4.50%		202,500,000.00	4,500,000,000.00		
10 th	60	4,500,000,000.00	4.50%	3,750,000,000.00	202,500,000.00	-	750,000,000	-
Total Amount				3,750,000,000.00	2,700,000,000.00		3,750,000,000	456,250,000

Table- 12

Scenario 4:

Repayment Schedule for BDT 7,500,000,000 with conversion @ 5% every year								
Semi-Annual Payment No.	Month	Beginning Balance	Half yearly Periodic Distribution Rate (%)	Redemption Amount	Half Yearly Periodic Payments	Ending Balance	Conversion of the Sukuk Issue @ 5%	Sinking Fund with the SPV (After Conversion)
1 st	6	7,500,000,000.00	4.50%		337,500,000.00	7,500,000,000.00		
2 nd	12	7,500,000,000.00	4.50%		337,500,000.00	7,125,000,000.00	375,000,000	150,000,000
3 rd	18	7,125,000,000.00	4.50%		320,625,000.00	7,125,000,000.00		
4 th	24	7,125,000,000.00	4.50%		320,625,000.00	6,750,000,000.00	375,000,000	140,625,000
5 th	30	6,750,000,000.00	4.50%		303,750,000.00	6,750,000,000.00		
6 th	36	6,750,000,000.00	4.50%		303,750,000.00	6,375,000,000.00	375,000,000	128,125,000
7 th	42	6,375,000,000.00	4.50%		286,875,000.00	6,375,000,000.00		
8 th	48	6,375,000,000.00	4.50%		286,875,000.00	6,000,000,000.00	375,000,000	109,375,000
9 th	54	6,000,000,000.00	4.50%		270,000,000.00	6,000,000,000.00		
10 th	60	6,000,000,000.00	4.50%	5,625,000,000.00	270,000,000.00	-	375,000,000	71,875,000
Total Amount				5,625,000,000.00	3,037,500,000.00		1,875,000,000	600,000,000

Table- 13

Repayment Schedule for BDT 7,500,000,000 without conversion								
Semi-Annual Payment No.	Month	Beginning Balance	Half yearly Periodic Distribution Rate (%)	Redemption Amount	Half Yearly Periodic Payments	Installment Amount	Ending Balance	Sinking Fund with the SPV (without Conversion)
1 st	6	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	
2 nd	12	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	150,000,000
3 rd	18	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	
4 th	24	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	150,000,000
5 th	30	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	
6 th	36	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	150,000,000
7 th	42	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	
8 th	48	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	150,000,000
9 th	54	7,500,000,000.00	4.50%		337,500,000.00	337,500,000.00	7,500,000,000.00	
10 th	60	7,500,000,000.00	4.50%	7,500,000,000.00	337,500,000.00	7,837,500,000.00	-	150,000,000
Total Amount				7,500,000,000.00	3,375,000,000.00	10,875,000,000.00		750,000,000

Table- 14

Section 6: Description of Collateral Security and type of charges to be created against the issue:

The Sukuk is backed by the machineries to be purchased for TSL, KSL & Textile Division of Beximco. All the Sukuk assets are Unencumbered and will be transferred to the Beximco Green-Sukuk Trust (SPV) without any legal impediment.

In Million BDT

Asset assigned to SPV	TSL	KSL	BEXIMCO	Total
Machineries	4,673.60	781.27	2,045.13	7,500.00

Table- 15

6.1. List of machineries to be purchased for Teesta Solar Project with Beximco Green-Sukuk Fund under Public Offer

Sl. No	Name of Machineries	Estimated Cost of Machinery in USD	Estimated Cost of Machinery in BDT	Contract or's Name	Country of Origin	Date of Placement of Order	Expected Date of Supply
1	Supply of Solar Modules - 540 Wp - 280MWp	17,705,081.91	1,504,931,962.56	Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd.	Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
2	Supply of Solar Inverters 6.25 MW	2,446,867.10	207,983,703.08		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
3	Supply of Complete BOS (Balance of System) for fixed Tilt 280 MWp (this included all ancillaries and accessories)	2,315,877.70	196,849,604.29		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
4	Supply of Module Mounting Structure MMS for 280 MWp plant with 14 Deg Fixed Tilt	4,587,082.55	389,902,016.96		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
5	Supply of MMS Column for 280 MW Plant	12,563,311.02	1,067,881,436.28		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order

6	Reservoir Pumping Motor, Valves	397,585.64	33,794,779.19		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
7	Supply of 33/132kV Switchyard including the power transformers, SF6 breakers, Current and Potential transformers (CTs and PTs0), lightning arrestors, isolators, control relays, structural steel, conductors, insulators, PLCC	1,514,512.46	128,733,558.89		Multiple	Within 3 Months from the date of closing of subscription	Within 10 Months from the date of Order
	SUB TOTAL	41,530,318.37	3,530,077,061.24				
	Cost for Installation & Commission (Including IPO Expense)	13,453,193.94	1,143,521,485.26				
	TOTAL	<u>54,983,512.31</u>	<u>4,673,598,546.50</u>				

Table- 16

6.2. List of machineries to be purchased for Korotoa Solar Project with Beximco Green-Sukuk Fund under Public Offer

Sl. No.	Name of Machineries	Estimated Cost of Machinery in USD	Estimated Cost of Machinery in BDT	Contract or's Name	Country of Origin	Date of Placement of Order	Expected Date of Supply
1	Supply of Solar Modules - 540 Wp - 45MWp	2,845,459.59	241,864,065.36	Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business	Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
2	Supply of Solar Inverters 6.25 MW	393,246.50	33,425,952.50		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
3	Supply of Complete BOS (Balance of System) for fixed Tilt 45 MWp	372,194.63	31,636,543.55		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order

	(this include all ancillaries and accessories)			Manufac turing Pvt. Ltd.			
4	Supply of Module Mounting Structure MMS for 45 MWp plant with 14 Deg Fixed Tilt	737,209.70	62,662,824.08		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
5	Supply of MMS Column for 45 MW Plant	2,019,103.56	171,623,802.18		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
6	Reservoir Pumping Motor, Valves	63,897.69	5,431,303.86		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
7	Supply of 33/132kV Switchyard including the power transformers, SF6 breakers, Current and Potential transformers (CTs and PTs0), lightning arrestors, isolators, control relays, structural steel, conductors, insulators, PLCC	257,409.11	21,879,774.14		Multiple	Within 3 Months from the date of closing of subscription	Within 8 Months from the date of Order
	SUB TOTAL	6,688,520.77	568,524,265.66				
	Cost for Installation & Commission (Including IPO Expense)	2,502,891.59	212,745,785.27				
	TOTAL	<u>9,191,412.36</u>	<u>781,270,050.93</u>				

Table- 17

6.3. List of machineries Purchased & to be purchased for Textile Expansion Project of Beximco with Beximco Green-Sukuk Fund under Public Offer

S I	Date of Purchase	Name of Machinery	Seller Name	Seller Address	Condition when Purchase	Country of Origin	Year	Economic Life	Remaining Economic Life	No. of Unit	Estimated Unit Price	Total Purchase Price BDT (Estimated)	Written Down Value	Depreciation	Order Placement	Expected Receipt
To be ordered or to be Pruchased																
1		Rotary Printin g Projec ts :-													2 month s from Subscri ption	Within 7 month from order
		Rotary Printin g 3.20m /15 Color	Re ggi ani	Reggiani Macchine S.p.A. with a sole sharehold er Via Zanica, 17/O 24050 GRASSOB BIO (BG) – ITALY Share cap. 6.741.733, 44 f.p. Direct. &	New	Italy (Soc e)		20	20	1	103,530,0 00	103,530,000				

				coord: Efi Italy Srl												
		Striping Rotary Screens MC Size: 5600x 800x1 600m m	No va	5/4 MU 2 SOI WAT SAI PETCHKAS EM RD, T. BANGKAE W A. NAKORNC HAISRI NAKORNP ATHOM 73120 THAILAND , mail: intertex@l oxinfo.co.t h, Tel.: +66(0) 34339120- 2, Fax.: +66(0)	New	Thailand		20	20	1	11,730,00 0	11,730,000				

				34230565, www.nova intertech.c om												
		Loop Steam er	Sal vo die	Salvade S.r.l Via Riccardo Mantero, 3 22070 Grandate (CO) Tel: 39031564 646 Fax +39031 564647	New	Italy		20	20	1	64,923,00 0	64,923,000				

		Calender MC 3.2M	Andritz, Kursteiner	ANDRITZ AG ANDRITZ GROUP Headquarters Stattegger Strasse 18 8045 Graz, +43 316 6902 0 welcome@andritz.com	New	Germany		20	20	1	46,971,000	46,971,000				
		Inplan Thermo Oil Boiler for Printing & Loop Steamer 3.0 mill Kca/hr	Inplan	Inplan-ingenieurtechnik, dipl. Ing. Juergen peters gmbh & co. kg gewerbepark west 4, 76863 herxheim, germany	New	Germany		20	20	1	22,904,100	22,904,100				

		Stenter frame range for maximum fabric Width 320cm	Monforts	A. Monforts Textilmaschinen GmbH & Co. KG, Blumenberger Str. 143 -145, 41061 Mönchengladbach · Germany, Telefon:+49 2161 401-0, Internet:www.monforts.de, Ust-IdNr.: DE 811506224 / ATU 61248206	New	Germany		20	20	1	224,777,400	224,777,400				
		Inplan Thermal Oil Boiler for Stenter Capacity	Inplan	Inplan-ingenieurtechnik, dipl. Ing. Juergen peters gmbh & co. kg gewerbep	New	Germany		20	20	1	19,971,600	19,971,600				

		2.5mill Kca/hr		ark west 4, 76863 herxheim, germany												
		CST Exposi ng Rotary Screen Length =3500 mm	CS T	CST Colour Scanner Technolog y GmbH, Königsber ger Straße 117, 47809 Krefeld Germany Tel: +49(0) 2151- 1592260, Fax: +49(0) 2151- 520329, www.c-s- t.de office@c- s-t.de	New	Ger man y		20	20	1	17,299,20 0	17,299,200				

		Rotary Screen Side Equip ments	No va	5/4 MU 2 SOI WAT SAI PETCHKAS EM RD, T. BANGKAE W A. NAKORNC HAISRI NAKORNP ATHOM 73120 THAILAND , mail: intertex@l oxinfo.co.t h, Tel.: +66(0) 34339120- 2, Fax.: +66(0) 34230565, www.nova intertech.c om	New	Thail and		20	20	10	1,579,470	15,794,700				
--	--	--	----------	---	-----	--------------	--	----	----	----	-----------	------------	--	--	--	--

		Dust Removing System for Knit Fabric	Corino	CORINO MACCHIN E S.p.A. Strada Statale 231 I - 12066 Monticello d'Alba ITALY +39 0173 440576 corino@corinomacchine.com Privacy Policy - Cookies Policy Codice etico - Modello di organizzazione, gestione e controllo	New			20	20	1	8,670,000	8,670,000				
Sub Total												536,571,000	536,571,000			
2	BTL Yarn Dyeing Projects:														2 months from subscription	7 months from order

		Thies Cone Dyeing Machine	Thies	THIES GmbH & Co. KG, Borkner StraBe 155, AM WeiBen Kieuz 48653 Coesfeld Germany Telefon +49 2541 733 0, Telefax +49 2541 733 299 (399) Email: info@thies.group	New	Germany		20	20	21	18,681,577	392,313,114				
		Winding Soft & Hard (5 Ton)	SSM	SSM Scharer Schweiter Mettler AG Rutihof 8, CH-8820 Wadenswil, Switzerland, Phone +4144718	New	Switzerland		20	20	8	24,313,275	194,506,200				

				3311, Fax- +4144748 3451 info@ssm. ch., www.ssm. ch												
Sub Total											586,819,314	586,819,314				
3	BDL 121 Looms to Balance ORTA :-															
		New Loom 121 to Balance ORTA Projects Denim	Picanol	Picanol nv Steverlync klaan 15 B-8900 leper Route T: 32 57 222 111 F: 057 222 001 E: info@picanol.be	New Belgium			20	20	121		885,134,327	885,134,327		2 month from subscription	6 months from order
Total To be ordered											2,008,524,641	2,008,524,641				
Grand Total (Including IPO Expense)												<u>2,045,131,403</u>				

Table- 18

Section 7: Rights and obligations of the issuer (SPV)

The Issuer hereby covenants to perform the following duties and responsibilities, namely:-

(i) The Issuer hereby covenants to comply with, perform and observe the conditions of all rules and regulations published by the Commission to the extent applicable for Beximco Green-Sukuk, and all those provisions of the Trust Deed and the Transaction Documents;

ii). The Issuer shall comply with and perform and observe all the provisions of the Trust Deed and the other Transaction Documents and shall make timely payment of all dues including Half Yearly Periodic Payments, Final Redemption Payment, Mandatory Redemption Amount (if any) to the Sukukholders;

iii). Beximco Green-Sukuk is subject to the provisions contained in the Trust Deed and Transaction Documents, all of which shall be binding upon the Issuer and the Sukukholders and all persons claiming through or under them respectively;

iv). The Issuer hereby confirms that it has obtained due approval from the Commission for issuance of Beximco Green-Sukuk;

v). The Issuer being a special purpose vehicle formed with the approval of the Commission, shall not engage in any other business than those stated in the Trust Deed and the Transaction Documents;

vi). The Issuer shall not enter into any transaction, agreement or arrangement with the Trustee other than on arm's length basis in relation to Beximco Green-Sukuk;

vii). The Issuer shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect the Transaction Documents; and as and when requested by the Originator, supply to the Originator certified copies of, any authorization required under any law or regulation of its creation and declaration as a trust to enable it to perform its obligations under any of the Transaction Documents to which it is a party and/or to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation or registration or execution of any Transaction Document to which it is a party;

viii). The Issuer shall comply in all respects with all laws which it is subject to including, without limitation, the requirements and guidelines of the Commission;

ix). The Issuer shall ensure that it remains duly formed as a trust and validly existing under the laws of its jurisdiction of its declaration;

x). The Issuer shall ensure it shall at all times have the power and necessary authorisations to own the Sukuk Assets as per the Transaction Documents only for the purpose of Beximco Green-Sukuk and shall ensure that it shall have the power and necessary authorisations to enter into Transaction Documents including TSL Sales Undertaking, KSL Sales Undertaking, Textile Sales Undertaking and enter into Purchase Agreement to sell the Sukuk Assets to the Originator, TSL and KSL, as the case may be;

xi). The Issuer shall maintain and preserve all of its assets and Sukuk Assets for the purpose of Beximco Green-Sukuk which may be necessary in the conduct of its business as conducted from time to time, in good working order and condition, ordinary wear and tear excepted and in compliance of its obligations under the Transaction Documents;

xii). The Issuer shall open Beximco Green-Sukuk Trust Account, Beximco Green-Sukuk PO Trust Account, Sinking Fund Trust Account or any other account as provided in the Trust Deed which shall be operated by the Trustee for the purpose of Beximco Green-Sukuk and shall not commingle the proceeds and money in these accounts with any other proceeds or money, nor shall it use the proceeds or money for purposes other than those specifically stated in the Transaction Documents;

xiii). The Issuer shall duly and punctually follow the prevailing rules and regulations of taxation. If there is any exemption or waiver in relation to issuance of Beximco-Sukuk or sukuk instruments or in relation to sukuk transaction contemplated in the Transaction Documents under the law, the Issuer shall avail the same;

xiv). The Issuer shall maintain registers as provided in the Trust Deed and make them available for inspection by the Sukukholders and provide copies to the Originator;

xv). The Issuer shall not engage in any activity other than for the purpose of Beximco Green-Sukuk Trust and shall not extend nor shall it incur any loan, credit or advances to any person. Further, the Issuer shall not provide any guarantee, incur or allow to remain outstanding any guarantee in respect of any obligation (whether actual or contingent) of any person, or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person, except for any guarantee under any Transaction Document and shall ensure that the Sukuk Assets are free of legal impediments until purchased under the Purchase Agreements;

xvi) It will at all times comply with the terms of approval issued by the Commission;

xvii). The Issuer shall provide reports to the Originator stated in the Transaction Documents and as provided in Chapters 13 and 14 of the Trust Deed;

xviii). The Issuer shall all time carry on and conduct its affairs in a proper and efficient manner in compliance with any requirement of law in force in Bangladesh and in compliance with the Trust Deed and Transaction Documents;

xix). The Issuer shall obtain, comply with the terms of and do all that is necessary:

to maintain in full force and effect all authorisations, approvals, licences and consents necessary under any law in connection with its purpose; and

to enable it lawfully to enter into and perform its obligations under the Trust Deed;

xx). It shall ensure that the Trustee provides to the Originator list of the members of the committee formed by the Trustee for the purpose of Beximco Green-Sukuk Trust and list of authorized persons with a specimen signatures duly attested by all such members of the committee formed by the Trustee for the purpose of performing the functions of the Trustee including operations of the accounts of Beximco Green-Sukuk Trust, Beximco Green-Sukuk PO Account, Sinking Fund Trust Account or any other account to be opened as provided in the Trust Deed. Issuer shall ensure that prior notification is given to the Originator of any change to such list of members of the committee and 86authorized persons.

xxi). The Issuer shall prepare in respect of each financial years till it is extinguished, financial statements and other reports and comply with the provisions of Chapter 22 of the Trust Deed;

xxii). The Issuer shall not, except to the extent permitted under the Transaction Documents executed with the Originator, TSL and KSL, as applicable:

sell, convey, transfer, lease, assign or otherwise dispose of or agree or attempt or purport to sell, convey, transfer, lease or otherwise dispose of or use, invest or otherwise deal with any of its properties, assets or undertaking or grant any option or right to acquire the same which shall reasonably be expected to have a material adverse effect on Beximco Green-Sukuk and affect the rights and obligations of the Originator, TSL and KSL;

grant, create or permit to exist any encumbrance over or legal impediments (including the grant of security or trust over or the occurrence of execution or diligence in respect of) on its assets including Sukuk Assets, Beximco Green-Sukuk Trust, Beximco Green-Sukuk PO Trust Account, Sinking Fund Trust Account or any other account to be opened as provided in the Trust Deed which shall reasonably be expected to have a material adverse effect on Beximco Green-Sukuk and affect the rights and obligations of the Originator, TSL and KSL;

consolidate or merge with any other person;

permit the validity or effectiveness of the Transaction Documents to be impaired or to be amended, modified hypothecated, subordinated, terminated or discharged.

xxiii). The Issuer shall at all time comply with and perform all its obligations under the Transaction Documents and the Trust Deed;

xxiv). So far as permitted by applicable law and subject to any binding confidentiality restrictions, the Issuer shall at all times give to the Trustee such information, opinions, certificates and other evidence as the trustee and any persons appointed by the Trustee as member of the committee or 87uthorizat persons shall reasonably require (and which it is reasonably practicable to produce) for the purposes of the discharge of the duties, trusts, powers, authorities vested in the Trustee by or pursuant to the Trust Deed or any other Transaction Document;

xxv). The Issuer shall, so far as permitted by applicable law and regulatory requirements, execute all such further documents and do all such further act and things as may consider to be necessary at the time to give effect to the terms of the relevant Transaction Documents with the prior written consent of the Originator;

xxvi). The Issuer shall not until the dates of Maturity, save to the extent permitted by the Transaction Documents or with the prior written consent of the Originator terminate, repudiate, rescind or discharge any Transaction Documents; vary, novate, amend, modify or waive any provision of any Transaction Documents; permit any person who has obligations under the Transaction Documents to be released from such obligations other than in accordance with the terms of the applicable Transaction Document;

xxvii). The Issuer shall pay moneys payable by it to the Trustee under the Trust Deed without set off, counterclaim, deduction or withholding, unless otherwise compelled by law;

xxviii). The Issuer shall promptly give notice to the Originator:

if it is required by law to effect a deduction or withholding of tax including VAT in respect of any payment due in respect of any Beximco Green-Sukuk; and

and in such cases take such action as may be required acting reasonably in respect thereof with prior written consultation with the Originator;

xxix). The Issuer shall not consolidate with, merge or amalgamate into or transfer its assets, Sukuk Assets substantially or in its entirety to any person, trust, company or convey or transfer its properties and assets, Sukuk Assets or amounts in the Beximco Green-Sukuk Trust, Beximco Green-Sukuk PO Trust Account, Sinking Fund Trust Account or any other account to be opened under the Trust Deed substantially or in its entirety to any person except as provided under the Transaction Documents and prior written consent of the Originator;

xxx). The Issuer shall be precluded from making any contracts or entering into any transactions (“Other Business”) with the Trustee which would place fiduciary duties towards the Sukukholders in conflict with its rights and obligations in such Other Business;

xxxi). The Issuer shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Sukukholder any confidential information (financial or otherwise) made available to the Issuer by the Originator or any other person in connection with the Trust Deed and no Sukukholder shall be entitled to take any action to obtain from the Issuer any such information.

Section 8: Rights and obligations of the Trustee

The Trustee hereby covenants to perform the following duties and responsibilities, namely:-

- i). it shall act on behalf of and for the exclusive interest of the Sukukholders and hold the Trust Property on behalf of the Sukukholder and safeguard their interest;
- ii). It shall ensure compliance of the Issuer as per the requirements of the Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019 read with the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021;
- iii). It shall ensure timely payment of all dues including Half Yearly Periodic Payments, Final Redemption Payment, Mandatory Redemption Amount (if any) to the Sukukholders;
- iv). It shall ensure compliance of the Transaction Documents and the provisions of Chapters 13 and 14 of the Trust Deed;
- v). it shall enforce its rights, over the credit enhancement or guarantees when it is necessary to do as provided in Chapter 7 of the Trust Deed;
- vi). It shall call and conduct Sukukholders Meeting as per Chapter 24 of the Trust Deed;
- vii). It shall submit report to the Commission as provided under Chapter 22;
- viii). The Trustee shall take adequate steps for redress of grievances of the Sukukholders within one (1) month of the date of receipt of the complaints and shall keep the Commission informed about the number, nature and other particulars of the complaints received and the manner in which such complaints have been redressed;
- ix). The Trustee shall submit reports to the Originator as provided in the Transaction Documents and clauses 13 and 14 of the Trust Deed;
- x). The Trustee shall not commingle Trust Property or moneys received into the Beximco Green-Sukuk Trust Account, Beximco Green-Sukuk PO Trust Account, Sinking Fund Trust Account or any other account opened as provided in the Trust Deed;
- xi). The Trustee shall comply with and perform and observe all the provisions of the Trust Deed, and the other Transaction Documents;
- xii). The Trustee shall comply with the duties and responsibilities provided under any law or rules and regulations of the Commission that is applicable for trustees, for the purpose of the Trust Deed.

xiii). The Trustee shall all times carry on and conduct its affairs in a proper and efficient manner in compliance with any requirement of law in force in Bangladesh and in compliance with the Trust Deed;

xiv). The Trustee shall obtain, comply with the terms of and do all that is necessary:

to maintain in full force and effect all authorisations, approvals, licences and consents necessary under any law in connection with its business; and to enable it lawfully to enter into and perform its obligations under the Trust Deed;

xv). At the time of execution of the Trust Deed, the Trustee shall notify the Commission with copy to the Originator the list of the members of the committee formed by the Trustee for the purpose of Beximco Green-Sukuk Trust and a list of authorized persons with a specimen signatures duly attested by all such members of the committee formed by the Trustee for the purpose of performing the functions of the Trustee including operations of the accounts of Beximco Green-Sukuk Trust, Beximco Green-Sukuk PO Trust Account, Sinking Fund Trust Account or any other account to be opened under the Trust Deed. Trustee shall give prior notification to the Originator of any change to such list of members of the committee and authorized persons;

xvi) Trustee shall remain responsible and liable for all acts, functions and duties performed of those members of the committee formed by the Trustee and 90authorizat persons as stated in clause 17.2.1(xv) of the Trust Deed for the purpose of the Trust Deed;

xvii). The Trustee and its directors and officers and members and authorized persons stated in clause 17.2.1(xv) of the Trust Deed shall be precluded from making any contracts or entering into any transactions ("Other Business") with the Issuer which would place its fiduciary duties towards the Sukukholders in conflict with its rights and obligations in such Other Business;

xviii). Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Sukukholder any confidential information (financial or otherwise) made available to the Trustee by the Issuer or Originator or any other person in connection with the Trust Deed, Transaction Documents and no Sukukholder shall be entitled to take any action to obtain from the Trustee any such information.

Liability

Having regard to the provisions of the Trust Deed conferring on the Trustee powers, authorities or discretions, none of the provisions of the Trust Deed in which the Trustee has failed to show the degree of care and diligence required by it as a trustee, shall relieve or indemnify it (the Trustee) against any liability which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty in relation to its duties under the Trust Deed.

The Trustee shall indemnify the Originator, TSL and KSL, as the case may be for its wilful default or negligence as expressly provided in the Trust Deed.

Section 9: Rights and obligations of the Issue manager, underwriter, originator, or any other contractual parties;

9.1. Rights and obligations of the originator

The Originator hereby covenants to perform the following duties and responsibilities, namely:-

- i). The Originator will comply with and perform and observe all the provisions of the Trust Deed and the other Transaction Documents. The terms and conditions of Beximco Green-Sukuk shall be binding on the Originator, Issuer, the Sukukholders and the Trustee;
- ii). The Originator will comply with, perform and observe the conditions of all rules and regulations published by the Commission and applicable to Beximco Green-Sukuk;
- iii). The Originator shall promptly:
 - a. obtain, comply with and do all that is necessary to maintain in full force and effect the Transaction Documents; and
 - b. as and when requested by the Issuer, supply to the Issuer certified copies of, any authorization required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Transaction Documents to which it is a party (or any of them) and/or to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document to which it is a party;
- iv). The Originator hereby covenants that it is duly appointed agent of TSL and KSL for the purpose of Beximco Green-Sukuk and the Transaction Documents;
- v). The Originator itself shall and shall procure that TSL and KSL maintains insurances on and in relation to the Sukuk Assets with reputable underwriters or insurance companies (where ever possible Islamic insurance or takaful) against those risks and to the extent as is usual for companies carrying on the same or substantially similar business as provided in the Transaction Documents;
- vi). The Originator shall ensure that it remains duly incorporated and validly existing under the laws of its jurisdiction of incorporation and shall procure that TSL and KSL are duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- vii). The Originator shall ensure it shall at all times have the power and necessary authorisations to own its assets and carry on its business as from time to time being conducted and to enter into and execute the Transaction Documents.

9.2. Rights and obligations of the Issue Manager

CBCRL shall provide the following services to Beximco for the Transaction:

- i. Analyze the Projects' feasibility reports and prospective financials to ensure the viability of the issuance of Green-Sukuk Certificates for the Projects;
- ii. Assist in preparing appropriate financials with disclosures conforming to relevant laws, orders and regulations, accounting standards, IFRS practices and any other relevant laws relating to financial statements;
- iii. Prepare the Green-Sukuk structure taking into consideration the relevant standards of AAOIFI for Shari'ah principles and IFRS;
- iv. Assist in the formation of the SPV and Beximco-SSB for issuance of Green-Sukuk Certificates;
- v. Assist in the appointment of legal advisors and trustees for the Transaction;
- vi. Assist in preparing the documents for the Transaction;
- vii. Identify the major concerns and issues in asset transfer in the Transaction and suggest the possible cost-effective solutions if required;
- viii. Assist Beximco in the preparation and distribution of a draft prospectus, or other written offering materials, as may be necessary;
- ix. Co-ordinate questions from, and BEXIMCO's answers to, the subscribers of Green-Sukuk Certificates and regulators; and
- x. Assist Beximco in seeking necessary approvals from the appropriate regulator(s)- BSEC, DSE, CSE.

9.3 Rights and obligation of the Underwriter

- 9.3.1 Prior to publication of Information Memorandum the Originator/Issuer shall have to obtain a consent from the Bangladesh Securities and Exchange Commission permitting the issue as described in Article 2.01 and providing for payment of underwriting charge imposed by the underwriters on the amount underwritten as per Bangladesh Securities and Exchange Commission Guideline and no additional charge will be paid on the amount of Sukuk required to be subscribed by the Underwriter.
- 9.3.2 The Originator/Issuer shall comply with any other formalities required under the laws/rules of the land in Issunace of Beximco Green Sukuk through Public Offering.
- 9.3.3 If and to the extent that, the Beximco Green-sukuk offered to the public by the Information Memorandum authorized hereunder shall not have been subscribed and paid for in cash in full by the closing date, the Originator/Issuer shall within 3 (three) working days of the closure of subscription call upon the Underwriters in writing with a copy of said writing to the Bangladesh Securities and Exchange Commission, to subscribe for Sukuk not subscribed within the closing date and to pay for in cash in full, inclusive of any premium if any, for such unsubscribed Sukuk within 7 (seven) working days after being called upon to do so. The amount so received shall be credited in the sukuk subscription account of the Issuer within the said period. If payment is made by Cheque/Bank Draft by the Underwriter or the subscriber on its behalf it will be deemed that, the Underwriter has not fulfilled its obligation towards its underwriting commitment under this Agreement, until such time as the Cheque/Bank Draft has been encashed and the Issuers's sukuk subscription account has been credited. In any case, within 3 (three) working days after the expiry of the aforesaid mentioned period, the

Issuer shall send proof of subscription and payment by the Underwriters, to the Commission.

- 9.4 In the case of failure by the Underwriter to pay for the Sukuk under the terms mentioned above, the said Underwriter will not be eligible to underwrite any issue, until such time as it fulfills its underwriting commitment under this Agreement and also other penalties as may be determined by the BSEC.
- 9.5 In case of failure by the Underwriter to pay for the Sukuk within the stipulated time, the Issuer/ Originator will be under no obligation to pay any underwriting charge under this Agreement.
- 9.6 In the case of failure by the Originator/Issuer to call upon the Underwriter for the aforementioned purpose within the stipulated time, the Originator/Issuer and its Directors shall individually and collectively be held responsible for the consequences and/ or penalties as determined by the Bangladesh Securities and Exchange Commission under the law.
- 9.7 That the signatories to this Agreement have duly been authorized by the Board of Directors of both the Companies and the Underwriter to execute and give effect to this Agreement from the date written herein above.
- 9.8 The liability of the underwriter under this clause shall be in proportion to but not exceeding the Sukuk agreed to be underwritten by it; PROVIDED that the aforementioned request of the Company shall be supported by official certificates and other documents of subscription obtained from Bankers to the Issue and a declaration of the Company as to final result of the Public subscription.
- 9.9 The Company shall pay to the Underwriter an underwriting charge at the rate of 0.10%, of the value at Public Offer Price of BEXIMCO Green Sukuk hereby agreed to be underwritten by the Underwriter. The charge may be revised as per Bangladesh Securities and Exchange Commission Guideline.

List of Underwriters for Beximco Green-Sukuk

Sl. No.	Name of the Underwriters	Underwriting Commitment
1.	AIBL Capital Management Limited	BDT 250,000,000
2.	AB Investment Limited	BDT 250,000,000
3.	Agrani Equity & Investment Ltd.	BDT 1,000,000,000
Total		BDT 1,500,000,000

Table 19

Section 10: Rights and Obligation of the Sukukholders

Each Sukukholder shall either through subscription or transfer become holders of Beximco Green-Sukuk and shall enjoy rights and be bound by the terms and conditions of the same.

The obligations of the Sukukholders with identical terms of Beximco Green-Sukuk are several and the failure by a Sukukholder to perform its obligations shall not affect the obligations of the Issuer towards any other Sukukholders nor shall any other Sukukholder be liable for the failure by such Sukukholder to perform its obligations vis-à-vis its investment in Beximco Green-Sukuk.

The rights of the Sukukholders are several and any debt or other obligation arising from Beximco Green-Sukuk at any time from the Issuer to any other Sukukholder shall be a separate and independent debt. Each Sukukholder will be entitled to protect and enforce its individual rights independently of any other Sukukholder and it shall not be necessary for any other Sukukholder to be joined as an additional party in proceedings for such purpose.

Section 11: Description of the Issuer, Originator and the Projects

11.1. Description of the Issuer (SPV)

11.1.1. Trust Information

Declaration: Originator as Settlor hereby declares that it entrusts, conveys, transfers and grants in favour of the Trustee simultaneously with the execution of the Trust Deed a sum of BDT 1,00,000 (one lakh taka) on trust along with the benefits that will arise from the covenants of the Originator in terms of Beximco Green-Sukuk Trust, to have and hold the same together with all additions or accretions thereto (the "Trust Property") upon Beximco Green-Sukuk Trust and confirms that it will transfer the same amount together with all additions or accretions thereto, and the investments representing the same would be applied and governed by the terms and conditions of the Trust Deed.

Acceptance: The Trustee under the Trust Deed declares and confirms that it shall hold and stand possessed of the Trust Property upon trust for each and every Sukukholder on the terms and conditions contained herein.

Beneficiary: Sukukholders are the beneficiaries of Beximco Green-Sukuk Trust.

Purpose: The purpose of Beximco Green-Sukuk Trust is to hold and stand possession of the Trust Property for the benefit of and on behalf of the Sukukholders on the terms and conditions contained herein.

Name of the Trust: The trust hereby created shall be called the "Beximco Green-Sukuk Trust".

There shall be a seal of Beximco Green-Sukuk Trust under the name and style of "Beximco Green-Sukuk Trust" and all acts shall be done and all books of account of Beximco Green-Sukuk Trust shall be maintained, kept and operated under the foregoing name.

Bank Account: Beximco Green-Sukuk Trust Account shall be used to receive the Trust Property of BDT 1,00,000 (one lakh taka) stipulated in clause 6.1.1 of the Trust Deed from the Originator. In addition to Beximco Green-Sukuk Trust Account the Issuer shall have other accounts as provided in clause 13.9.1 of the Trust Deed.

11.1.2. Commencement and Termination of Beximco Green-Sukuk Trust

Beximco Green-Sukuk Trust is created with the execution of the Trust Deed.

Beximco Green-Sukuk Trust shall extinguish with Final Redemption Payment to the Sukukholders fully redeeming Beximco Green-Sukuk.

Notwithstanding anything to the contrary in the Trust Deed or any other Transaction Documents, Beximco as Settlor may revoke Beximco Green-Sukuk Trust with the express consent of the Sukukholders and the permission from the Commission.

11.2. Description of the Originator

11.2.1. Bangladesh Export Import Company Limited

Beximco was founded by two brothers – Ahmed Sohail Fasihur Rahman and Salman Fazlur Rahman in the 1970's. Since the early days, the Group has evolved from being primarily a commodities trading company to a leading, diversified group with a presence in industry sectors that account for nearly 75% of Bangladesh's GDP. Today the Beximco Group is the largest private sector group in Bangladesh. The Group sells its products and services in the domestic Bangladesh market as well as international markets. The Group's global clients include some of the world's best-known brands including BT, Chevron, Calvin Klein, H&M, JC Penney, Macys, Zara, UNICEF, Royal Doulton and Villeroy & Boch. Beximco is the largest employer in the private sector in Bangladesh and employs over 70,000 people worldwide.

The Beximco name has now become one of the most recognizable brand names in Bangladesh. It is synonymous with innovation, trust and quality. The Group consists of four publicly traded and seventeen privately held companies. The publicly traded companies are Bangladesh Export Import Company Limited, Beximco Pharmaceuticals Limited, Shinepukur Ceramics Limited and Beximco Synthetics Limited. The total revenue of the group stands in excess of a Billion US Dollars per year.

Beximco encompasses one of South Asia's largest vertically integrated textile and garment companies. The Textile division is a fully integrated manufacturer of cotton and polyester blended garments for men, women and children, both for domestic and export markets. State-of-the-art manufacturing plants located in the vicinity of Dhaka provide the Group with a highly cost-effective manufacturing base. A majority of its plants are in the Beximco Industrial Park, a vertically integrated self-contained facility. This facility provides ready access to captive power generation, water purification, liquid nitrogen, waste water treatment and other key infrastructure.

Beximco is also the largest exporter of pharmaceuticals in Bangladesh with presence in 55 countries. The Pharmaceuticals division manufactures and sells generic pharmaceutical formulation products, active pharmaceutical ingredients (API) and intravenous (IV) fluids. The Group is also the largest ceramics exporter in Bangladesh. In recent times Beximco has launched its newest Vertical, the Beximco PPE Division which is responsible for producing the highest grade of internationally certified PPE products for medical use.

Beximco is well positioned to capitalize on strong growth across industries in both the domestic and global markets. Each Group company is managed by an independent, professional team with significant depth of experience. Management teams have established a clear strategic plan that will further strengthen the overall platform. Beximco intends to leverage its market position and global scale, further diversify operations into highly profitable sectors, capitalize on the domestic growth opportunity and selectively pursue international opportunities going forward.

MISSION

Each of the activities of Beximco must benefit and add value to the common wealth of the society. Beximco firmly believes that, in the final analysis the Company is accountable to each of the constituents with whom it interacts; namely: its employees, its valued customers, its business associates, fellow citizens and the Shareholders.

Corporate Governance Code

Status of compliance with the conditions imposed by the Bangladesh Securities and Exchange Commission's Notification No. BSEC/CMRRCD/2006-158/ 207/Admin/80 dated 03 June, 2018 issued under section 2CC of the Securities and Exchange Ordinance, 1969:

Condition No.		Compliance Status ("✓") in appropriate column)		Remarks (If any)
		Complied	Not Complied	
1	BOARD OF DIRECTORS:			
1 (1)	Board's Size [number of Board members to be 5 - 20]	✓		
1 (2)	Independent Directors			
1(2) (a)	Independent Director(s) (at least one fifth of total number of directors shall be Independent Director)	✓		
1(2)(b)	Independent Director (ID) means a Director			
1(2)(b)(i)	who either does not hold any share in the company or holds less than one percent(1%) shares of the total paid up shares of the company	✓		
1(2)(b)(ii)	who is not a sponsor of the company and is not connected with the company's any sponsor or director or shareholder who holds 1% or more shares of the total paid-up shares of the company on the basis of family relationship and his or her family members also shall not hold above mentioned shares in the company:	✓		
1(2)(b)(iii)	who has not been an executive of the company in immediately preceding 2 (two) financial years;	✓		
1(2)(b)(iv)	who does not have any other relationship, whether pecuniary or otherwise, with the company or its subsidiary or associated companies;	✓		
1(2)(b)(v)	who is not a member or TREC holder, director or officer of any stock exchange;	✓		
1(2)(b)(vi)	who is not a shareholder, director excepting independent director or officer of any member or TREC holder of stock exchange or an intermediary of the capital market	✓		
1(2)(b)(vii)	who is not a partner or an executive or was not a partner or an executive during the preceding 3 (three) years of the concerned company's statutory audit firm or audit firm engaged in internal audit services or audit firm conducting special audit or professional certifying compliance of the Code	✓		
1(2)(b)(viii)	who is not independent director in more than 5 (five) listed companies			
1(2)(b)(ix)	who has not been convicted by a court of competent jurisdiction as a defaulter in payment of any loan or any advance to a Bank or a Non-Bank Financial Institution (NBFI)	✓		
1(2)(b)(x)	who has not been convicted for a criminal offence involving moral turpitude;	✓		
1(2)(c)	The independent director(s) shall be appointed by the Board and approved by the shareholders in the AGM.	✓		
1(2)(d)	The post of independent director(s) cannot remain vacant for more than 90 (ninety) days.	✓		
1(2)(e)	The tenure of office on an independent director shall be for a period of 3 (three) years, which may be extended for 1 tenure only.	✓		
1.3	Qualification of Independent Director			
1(3)(a)	Independent director shall be a knowledgeable Individual with Integrity who is able to ensure compliance with financial laws, regulatory requirements and corporate laws and can make meaningful contribution to the business	✓		
1(3)(b)(i)	Business Leader who is or was a promoter or director of an unlisted company having minimum paid-up capital of Tk. 100.00 million or any listed company or member of any national or international chamber of commerce or business association	N/A		
1(3)(b)(ii)	Corporate Leader who is or was a top level executive not lower than CEO or MD or DMD or CFO or Head of Finance or Accounts or Company Secretary or Head of Internal Audit and Compliance or Head of Legal Service or a candidate with equivalent position of an unlisted company having minimum paid-up capital of Tk. 100.00 million or of a listed company.	N/A		
1(3)(b)(iii)	Former official of Government or statutory or autonomous or regulatory body in the position not below 5th Grade of the national pay scale, who has at least educational background of bachelor degree in economics or commerce or business or law	N/A		
1(3)(b)(iv)	University teacher who has educational background in Economics or Commerce or Business Studies or Law	N/A		

Condition No.	Title	Compliance Status ("√") in appropriate column)		Remarks (If any)
		Complied	Not Complied	
1(3)(b)(v)	Professional who is or was an advocate practicing at least In the High Court Division of Bangladesh Supreme Court or a Chartered Accountant or Cost and Management Accountant or Chartered Financial Analyst or Chartered Certified Accountant or Certified Public Accountant or Chartered Management Accountant or Chartered Secretary or Equivalent qualification	√		
1(3)(c)	The independent director shall have at least 10 (ten) years of experiences in any field mentioned in clause (b)	√		
1(3)(d)	In special cases, the above qualifications or experiences may be relaxed subject to prior approval of the commission	N/A		
1(4)	Duality of Chairperson of the Board of Directors and Managing Director or Chief Executive Officer			
1(4)(a)	The positions of the Chairperson of the Board and the Managing Director(MD) and/or Chief Executive Officer(CEO) of the company shall be filled by different individuals	√		
1(4)(b)	The MD and/or CEO of a listed company shall not hold the same position in another listed company	√		
1(4)(c)	The Chairperson of the Board shall be elected from among the non-executive directors of the company	√		
1(4)(d)	The Board shall clearly define respective roles and responsibilities of the Chairperson and the MD and/or CEO	√		
1(4)(e)	In the absence of the Chairperson of the Board, the remaining members may elect one of themselves from nonexecutive directors as Chairperson for that particular Boards meeting; the reason of absence of the regular Chairperson shall be duly recorded in the minutes	√		
1(5)	The directors' Report to Shareholders	√		
1(5)(i)	industry outlook and possible future developments in the industry	√		
1(5)(ii)	Segment-wise or product-wise performance	√		Company operates in Trading, Textile, Denim, Knitting, IT, Fisheries & Real Estate. However, in relevant cases market segment performance has been analyzed
1(5)(iii)	Risks and concerns Including internal and external risk factors, threat to sustainability and negative impact on environment	√		
1(5)(iv)	Discussion on COGS, Gross Profit and Net Profit Margins	√		
1(5)(v)	Discussion on continuity of any Extra-Ordinary activities and their implications (gain or loss)	√		
1(5)(vi)	Detail discussion on related party transactions along with a statement showing amount, nature of related party, nature of transactions and basis of transactions of all related party transactions	√		
1(5)(vii)	Statement of utilization of proceeds raised through public issues, rights issues, and/or any other instruments	N/A		
1(5)(viii)	Explanation if the financial results deteriorate after the company goes for Initial Public Offering (IPO), repeat Public Offering (RPO), Rights Share Offer, Direct Listing, etc	N/A		
1(5)(ix)	Explanation on any significant variance that occurs between quarterly Financial performances and Annual Financial Statements	√		
1(5)(x)	Statement of remuneration paid to the directors including independent directors	√		No remuneration has been paid to any Director during the period under review except Independent Director.
1(5)(xi)	Statement that the financial statements prepared by the management of the issuer company present fairly its state of affairs, the result of its operations, cash flows and changes in equity	√		
1(5)(xii)	Statement that proper books of account of the issuer company have been maintained	√		
1(5)(xiii)	Statement that appropriate accounting policies have been consistently applied In preparation of the financial statements and that the accounting estimates are based on reasonable and prudent judgment	√		
1(5)(xiv)	Statement that IAS or IFRS, as applicable in Bangladesh, have been followed in preparation of the financial statements and any departure there from has been adequately disclosed	√		

Condition No.	Title	Compliance Status ("J") in appropriate column)		Remarks (If any)
		Complied	Not Complied	
1(5)(xv)	Statement that the system in internal control is sound in design and has been effectively Implemented and monitored	J		
1(5)(xvi)	Statement that minority shareholders have been protected from abusive actions by, or in the interest of controlling shareholders acting either directly or indirectly and have effective means of redress	J		
1(5)(xvii)	Statement that there is no significant doubt upon the issuer company's ability to continue a going concern, if the issuer company is not considered to be a going concern, the fact along with reasons there of shall be disclosed	J		
1(5)(xviii)	Explanation that significant deviations from the last year's operating results of the issuer company shall be highlighted and the reasons thereof shall be explained	J		
1(5)(xix)	Statement where key operating and financial data of at least preceding 5 years shall be summarized	J		
1(5)(xx)	Explanation on the reasons if the issuer company has not declared dividend (Cash or stock) for the year	N/A		
1(5)(xxi)	Board's statement to the effect that no bonus share or stock dividend has been or shall be declared as Interim dividend	J		
1(5)(xxii)	The total number of Board meeting held during the year and attendance by each director	J		
1(5)(xxiii)	Report on the pattern of shareholding disclosing the aggregate number of shares (along with name-wise details where stated below) held by	J		
1(5)(xxiii)(a)	parent or subsidiary or associated companies and other related parties	J		
1(5)(xxiii)(b)	Directors, COE, Company Secretary, CFO, Head of Internal Audit and Compliance and their spouses and minor children	J		
1(5)(xxiii)(c)	Executives,	J		
1(5)(xxiii)(d)	Shareholders holding ten percent (10%) or more voting interest in the company	J		
1(5)(xxiv)	in case of appointment or reappointment of a director, a disclosure on the following information to the shareholders	J		
1(5)(xxiv)(a)	Brief resume of the director	J		
1(5)(xxiv)(b)	nature of his or her expertise in specific functional areas	J		
1(5)(xxiv)(c)	names of company in which the person also holds the directorship and the membership of committees of the Board	J		
1(5)(xxv)	Management's discussion and analysis signed by CEO or MD presenting detailed analysis of the company's position and operations along with a brief discussion of changes in the financial statements, among others, focusing on			
1(5)(xxv)(a)	accounting policies and estimation for preparation of financial statements	J		
1(5)(xxv)(b)	changes in accounting policies and estimation, If any, clearly describing the effect on financial performance or results and financial position as well as cash flows in absolute figure for such changes	J		
1(5)(xxv)(c)	Comparative analysis (including effects of inflation) of financial performance or results and financial position as well as cash flows for current financial year with immediate preceding five years explaining reasons thereof	J		
1(5)(xxv)(d)	Compare such financial performance or results and financial position as well as cash flows with the peer industry scenario	J		
1.5 (xxv) (e)	briefly explain the financial and economic scenario of the country and the globe	J		
1(5) (xxv)(f)	risks and concerns issues related to the financial statements, explaining such risk and concerns mitigation plan of the company	J		
1(5)(xxv)(g)	future plan or projection or forecast for company's operation, performance and financial position, with justification thereof, i.e, actual position shall be explained to the shareholders in the next AGM	J		
1(5)(xxvi)	Declaration or certification by the CEO and the CFO to the Board as required under condition No. 3(3) shall be disclosed as per Annexure - A	J		
1(5)(xxvii)	the report as well as certificate regarding compliance of conditions of this Code as required under condition No. 9 shall be disclosed as per	J		

Condition No.	Title	Compliance Status ("√") in appropriate column)		Remarks (if any)
		Complied	Not Complied	
1(6)	Meetings of the Board of Directors: The company shall conduct its Board meetings and record the minutes of the meetings as well as keep required books and records in line with the provisions of the relevant Bangladesh Secretarial Standards (BSS) as adopted by the Institute of Chartered Secretaries of Bangladesh (ICSB) in so far as those standards are not inconsistent with any condition of this Code	√		
1(7)	Code of Conduct for the Chairperson, Other Board members and CEO			
1(7)(a)	The Board shall lay down a code of conduct, based on the recommendation of the Nomination and Remuneration Committee at condition No.6, for the Chairperson of the Board, other board members and CEO of the company	√		
1(7)(b)	The Code of conduct as determined by the NRC shall be posted on the website of the company including, among others, prudent conduct and behavior; confidentiality; conflict of interest; compliance with laws; rules and regulations; prohibition of insider trading; relationship with environment, employees, customers and suppliers and independency,	√		
2	Governance of Board of Directors of Subsidiary Company			
2(a)	Provisions relating to the composition of the Board of the holding company shall be made applicable to the composition of the Board of the subsidiary company	√		
2(b)	At least 1 (one) independent director on the Board of the holding company shall be a director on the Board of the subsidiary company.	√		
2(c)	The minutes of the Board meeting of the subsidiary company shall be placed for review at the following Board meeting of the holding company.	√		
2(d)	The minutes of the respective Board meeting of the holding company shall state that they have reviewed the affairs of the subsidiary company also	√		
2(e)	The Audit Committee of the holding company shall also review the financial statements, in particular the investments made by the subsidiary company	√		
3	MD or CEO, CFO, Head of Internal Audit & Compliance and Company Secretary			
3(1)	Appointment	√		
3(1)(a)	The Board shall appoint a MD or CEO, CS, CFO and a Head of Internal Audit and Compliance	√		
3(1)(b)	The position of the MD or CEO, CS, CFO and HIAC shall be filled by different individuals	√		
3(1)(c)	The MD or CEO, CS, CFO and HIAC of a listed company shall not hold any executive position in any other company at the same time	√		
3(1)(d)	The Board shall clearly define respective roles, responsibilities and duties of the CFO, HIAC and CS.	√		
3(1)(e)	The MD or CEO, CS, CFO and HIAC shall not be removed from their position without approval of the Board as well as immediate dissemination to the Commission and stock exchange(s)	√		
3(2)	Requirement to attend Board of Directors' Meetings			
3(3)	Duties of MD or CEO and CFO			
3(3)(a)	The MD or CEO and CFO shall certify to the Board that they have reviewed financial statements for the year and that to the best of their knowledge and belief	√		
3(3)(a)(i)	These statements do not contain any materially untrue statement or omit any material fact or contain statements that might be misleading	√		
3(3)(a)(ii)	These statements together present a true and fair view of the company's affairs and are in compliance with existing accounting standards applicable laws	√		
3(3)(b)	The MD or CEO and CFO shall also certify that there are, to the best of knowledge and belief, no transactions entered into by the company during the year which are fraudulent, illegal or in violation of the code of conduct for the company's Board or its members	√		
3(3)(c)	The certification of the MD or CEO and CFO shall be disclosed in the Annual Report.	√		
4	Board of Directors' Committee			
4(i)	Audit Committee	√		
4(ii)	Nomination and Remuneration Committee	√		
5	Audit Committee			
5(1)	Responsibility to the Board of Directors	√		
5(1)(a)	The company shall have an audit committee as a subcommittee of the Board	√		

Condition No.	Title	Compliance Status ("√") in appropriate column)		Remarks (If any)
		Complied	Not Complied	
5(1)(b)	The Audit Committee shall assist the Board in ensuring that the financial statements reflect true and fair view of the state of affairs of the company and in ensuring a good monitoring system within the business	√		
5(1)(c)	The audit committee shall be responsible to the Board; the duties of the audit committee shall be clearly set forth in writing	√		
5(2)	Constitution of the Audit Committee			
5(2)(a)	The Audit Committee shall be composed of at least 3(three) members	√		
5(2)(b)	The Board shall appoint members of the Audit Committee who shall be non-executive directors of the company excepting Chairperson of the Board and shall include at least 1(one) independent director.	√		
5(2)(c)	All members of the audit committee should be "financially literate" and at least 1(one) member shall have accounting or related financial management background and 10(ten) years of such experience	√		
5(2)(d)	When the term of service of any Committee members expires or there is any circumstance causing any Committee member to be unable to hold office before expiration of the term of service, thus making the number of the Committee members to be lower than the prescribed number of 3(three) persons, the Board shall appoint the new Committee member to fill up the vacancy immediately or not later than 1(one) month from the date of vacancy in the Committee to ensure continuity of the performance of work of the Audit Committee	√		No such incident was occurred
5(2)(e)	The company secretary shall act as the secretary of the Committee	√		
5(2)(f)	The quorum of the Audit Committee meeting shall not constitute without at least 1(one) independent director	√		No such incident was occurred
5(3)	Chairperson of the Audit Committee			
5(3)(a)	The Board shall select 1(one) member of the Audit Committee to be Chairperson of the Audit Committee, who shall be an independent director	√		
5(3)(b)	In the absence of the Chairperson of the Audit Committee, the remaining members may elect one of themselves as Chairperson for that particular meeting, in that case there shall be no problem of constituting a quorum as required under condition No. 5(4)(b) and the reason of absence of the regular Chairperson shall be duly recorded in the minutes	√		
5(3)(c)	Chairperson of the Audit Committee shall remain present in the Annual General Meeting(AGM)	√		
5 (4)	Meeting of the Audit Committee			
5(4)(a)	The Audit Committee shall conduct at least its four meetings in a financial year	√		
5(4)(b)	The quorum of the meeting of the Audit Committee shall be constituted in presence of either two members or two third of the members of the Audit Committee, whichever is higher, where presence of an independent director is a must.	√		
5(5)	Role of Audit Committee			
5(5)(a)	Oversee the financial reporting process	√		
5(5)(b)	Monitor choice of accounting policies and principles	√		
5(5)(c)	Monitor internal audit and compliance process to ensure that it is adequately resourced, including approval of the internal audit and compliance, plan and review of the internal audit and compliance report	√		
5(5)(d)	Oversee hiring and performance of external auditors	√		
5(5)(e)	Hold meeting with the external or statutory auditors for review of the annual financial statements before submission to the Board for approval or adoption	√		
5(5)(f)	Review along with the management, the quarterly and half yearly financial statements before submission to the Board for approval	√		
5(5)(g)	Review along with the management, the quarterly and half yearly financial statements before submission to the Board for approval	√		
5(5)(h)	Review the adequacy of internal audit function	√		
5(5)(i)	Review the Management's Discussion and Analysis before disclosing in the Annual Report	√		
5(5)(j)	Review statement of all related party transactions submitted by the management	√		
5(5)(k)	Review Management Letters or Letter of Internal Control weakness issued by statutory auditors	√		

Condition No.	Title	Compliance Status ("J") in appropriate column)		Remarks (if any)
		Complied	Not Complied	
5(5)(l)	Oversee the determination of audit fees based on scope and magnitude, level of expertise deployed and time required for effective audit and evaluate the performance of external auditors	J		
5(5)(m)	Oversee whether the proceeds raised through IPO or RPO or Rights Share Offer have been utilized as per the purposes stated in relevant Offer document or prospectus approved by the Commission	J		
5(6)	Reporting of the Audit Committee			
5(6)(a)	Reporting to the Board of Directors	J		
5(6)(a)(i)	The audit committee shall report on its activities to the Board	J		
5(6)(a)(ii)	The Audit Committee shall immediately report to the Board on the following findings if any:			
5(6)(a)(ii)(a)	Report on conflicts of interests	N/A		
5(6)(a)(ii)(b)	Suspected or presumed fraud or irregularity or material defect identified in the internal audit and compliance process or in the financial statements	N/A		
5(6)(a)(ii)(c)	Suspected infringement of laws, regulatory compliances including securities related laws, rules and regulations	N/A		
5(6)(a)(ii)(d)	Any other matter which the audit committee deems necessary shall be disclosed to the Board immediately	J		
5(6)(b)	Reporting to the Authorities: If the audit committee has reported to the Board about anything which has material impact on the financial condition and results of operation and has discussed with the Board and the management that any rectification is necessary and if the Audit Committee find that such rectification has been unreasonably ignored, the Audit Committee shall report such finding to the Commission, upon reporting of such matters to the Board for three times or completion of a period of six months from the date of first reporting to the Board, whichever is earlier.	N/A		
5(7)	Reporting to the Shareholders and General investors: report on activities carried out by the Audit Committee, including any report made to the Board under condition No. 5(6)(a)(ii) above during the year, shall be signed by the Chairperson of the Audit Committee and disclosed in the Annual Report of the issuer company.	J		
6	Nomination and Remuneration Committee (NRC)			
6(1)	Responsibility to the Board of Directors			
6(1)(a)	The company shall have a NRC as a subcommittee of the Board	J		
6(1)(b)	The NRC shall assist the Board in formulation of the nomination criteria or policy for determining qualifications, positive attributes, experiences and independence of directors and top level executive as well as a policy for formal process of considering remuneration of directors, top level executive	J		
6(1)(c)	The terms of Reference (ToR) of the NRC shall be clearly set forth in writing covering the areas stated at the condition No. 6(5)(b)	J		
6(2)	Constitution of the NRC			
6(2)(a)	The Committee shall comprise of at least three members including an independent director	J		
6(2)(b)	All members of the Committee shall be non-executive directors	J		
6(2)(c)	Members of the Committee shall be nominated and appointed by the Board	J		
6(2)(d)	The Board shall have authority to remove and appoint any member of the Committee	J		
6(2)(e)	In case of death, resignation, disqualification or removal of any member of the Committee or in any other cases of vacancies, the Board shall fill the vacancy within 180 (one hundred eighty) days of occurring such vacancy in the Committee.	J		
6(2)(f)	The Chairperson of the Committee may appoint or co-opt any external expert and/or member(s) of staff to the Committee as advisor who shall be non-voting member, if the Chairperson feels that advice or suggestion from such external expert and/or member(s) of staffs shall be required or valuable for the Committee	J		
6(2)(g)	The company secretary shall act as the secretary of the Committee	J		
6(2)(h)	The quorum of the NRC meeting shall not constitute without attendance of at least an independent director	J		
6(2)(i)	No member of the NRC shall receive, either directly or indirectly, any remuneration for any advisory or consultancy role or otherwise, other than Director's fees or honorarium from the company.	J		

Condition No.	Title	Compliance Status ("√") in appropriate column)		Remarks (If any)
		Complied	Not Complied	
6(3)	Chairperson of the NRC			
6(3)(a)	The Board shall select 1 (one) member of the NRC to be Chairperson of the Committee, who shall be an independent director	√		
6(3)(b)	In the absence of the Chairperson of the NRC, the remaining members may elect one of themselves as Chairperson for that particular meeting, the reason of absence of the regular Chairperson shall be duly recorded in the minutes	√		
6(3)(c)	The Chairperson of the NRC shall attend the annual general meeting (AGM) to answer the queries of the shareholders	√		
6(4)	Meeting of the NRC			
6(4)(a)	The NRC shall conduct at least one meeting in a financial Year	√		
6(4)(b)	The Chairperson of the NRC may convene any emergency meeting upon request by any member of the NRC	√		
6(4)(c)	The quorum of the meeting of the NRC shall be constituted in presence of either two members or two third of the members of the Committee, whichever is higher, where presence of an independent director is must as required under condition No. 6(2)(h)	√		
6(4)(d)	The proceedings of each meeting of the NRC shall duly be recorded in the minutes and such minutes shall be confirmed in the next meeting of the NRC	√		
6(5)	Role of the NRC			
6(5)(a)	NRC shall be independent and responsible or accountable to the Board and to the shareholders	√		
6(5)(b)	NRC shall oversee, among others, the following matters and make report with recommendation to the Board	√		
6(5)(b)(i)	formulating the criteria for determining qualifications, positive attributes and independence of a director and recommend a policy to the Board, relating to the remuneration of the directors, top level executive, considering the following	√		
6(5)(b)(i)(a)	the level and composition of remuneration is reasonable and sufficient to attract, retain and motivate suitable directors to run the company successfully	√		
6(5)(b)(i)(b)	the relationship of remuneration to performance is clear and meets appropriate performance benchmarks	√		
6(5)(b)(i)(c)	remuneration to directors, top level executive involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the company and its goals	√		
6(5)(b)(ii)	devising a policy on Board's diversity taking into consideration age, gender, experience, ethnicity, educational background and nationality	√		
6(5)(b)(iii)	identifying persons who are qualified to become directors and who may be appointed in top level executive position in accordance with the criteria laid down, and recommend their appointment and removal to the Board	To be complied		No such list as yet
6(5)(b)(iv)	formulating the criteria for evaluation of performance of independent directors and the Board	√		
6(5)(b)(v)	identifying the company's needs for employees at different levels and determine their selection, transfer or replacement and promotion criteria	√		
6(5)(b)(vi)	developing, recommending and reviewing annually the company's human resources and training policies	√		
6(5)(c)	The company shall disclose the nomination and remuneration policy and the evaluation criteria and activities of NRC during the year at a glance in its annual report	√		
7	External or Statutory Auditors			
7(1)	The issuer company shall not engage its external or statutory auditors to perform the following services of the company, namely	√		
7(1)(i)	appraisal or valuation services or fairness opinions	√		
7(1)(ii)	financial information systems design and implementation	√		
7(1)(iii)	book-keeping or other services related to the accounting records or financial statements	√		
7(1)(iv)	broker-dealer services	√		

Condition No.	Title	Compliance Status ("√") in appropriate column)		Remarks (if any)
		Complied	Not Complied	
7(1)(v)	actuarial services	√		
7(1)(vi)	internal audit services or special audit services	√		
7(1)(vii)	any service that the Audit Committee determines	√		
7(1)(viii)	audit or certification services on compliance of corporate governance as required under condition No. 9(1);	√		
7(1)(ix)	any other service that creates conflict of interest	√		
7(2)	No partner or employees of the external audit firms shall possess any share of the company they audit at least during the tenure of their audit assignment of that company; his or her family members also shall not hold any shares in the said company: Provided that spouse, son, daughter, father, mother, brother, sister, son-in-law and daughter-in-law shall be considered as family members.	√		
7(3)	Representative of external or statutory auditors shall remain present in the Shareholders' Meeting (Annual General Meeting or Extraordinary General Meeting) to answer the queries of the shareholders	√		
8	Maintaining a website by the Company			
8(1)	The company shall have an official website linked with the website of the stock exchange	√		
8(2)	The company shall keep the website functional from the date of Listing	√		
8(3)	The company shall make available the detailed disclosures on its website as required under the listing regulations of the concerned stock exchange(s)	√		
9	Reporting and Compliance of Corporate Governance			
9(1)	The company shall obtain a certificate from a practicing Professional Accountant or Secretary (Chartered Accountant or Cost and Management Accountant or Chartered Secretary) other than its statutory auditors or audit firm on yearly basis regarding compliance of conditions of Corporate Governance Code of the Commission and shall such certificate shall be disclosed in the Annual Report	√		
9(2)	The professional who will provide the certificate on compliance of this Corporate Governance Code shall be appointed by the shareholders in the annual general meeting.	√		
9(3)	The directors of the company shall state, in accordance with the Annexure-C attached, in the directors' report whether the company has complied with these conditions or not	√		

Subsidiary

Shinepukur Ceramics Limited

Shinepukur Ceramics Ltd is the only listed subsidiary of Beximco limited. Shinepukur Ceramics was registered in Bangladesh in 1997 and the Plants were commissioned in 1998. Commercial production of Porcelain Tableware started in April 1999 and Bone China in November 1999. SCL got listed in the exchanges in 2008. It was the first and only listed ceramic-tableware manufacturer of the country to win recognition from Dun & Bradstreet Rating Agency Bangladesh Limited in 2011. SCL is located in the Beximco Industrial Park, near Dhaka Export Processing Zone (DEPZ), 40 Km from Capital Dhaka City.



In Bangladesh, SCL is the leader in Ceramics' Market and ranks as number 1 in terms of sales revenue and market share. It has more than 250 dealers to sell and distribute SCL product in Bangladesh Market. In the hospitality sector, all / most of the international hotels in Bangladesh use SCL products. The Company is ISO 9001:2015 certified. Every year 30% of total export of National Ceramic-tableware is supplied from SCL.

From its inception, SCL has been able to gain substantial headway against its competitors and acquire commendable market share from its competitors both in Porcelain and in Bone China. Therefore SCL's position in the world tableware industry is very high, with its world-class product quality, which helped to attract and retain leading century-old branded companies as its blue-chip customers from USA, Canada, UK, Germany, France, Italy, Japan, Sweden, Norway, Denmark, Finland, Spain, Poland, Mexico, Brazil, Chile, UAE, Australia, New Zealand, Turkey, India, Egypt, Russia and still growing.

About 15,000 Pieces of high-quality Bone China and 50,000 Pieces of top-class Porcelain Tableware are produced at SCL per day, that is about 4.5 million pieces of Bone China and 18.00 million pieces of Porcelain Tableware are produced at SCL per year. The Machineries of these Units mostly have been sourced from Germany and Kilns from Takasago, Japan.

<p>Date of incorporation: 26 January 1997 Date of Commencement: 1999 Listing in DSE & CSE: 2008 Trading Code: DSE: SPCERAMICS & CSE: SPCER Authorized Capital: BDT 5,000 million Paid up Capital: BDT 1,469.661 million Ownership Interest in Capital: 50%</p>

Major Product Categories: Manufacturing, marketing and exporting of Bone China & Porcelain Ceramic Tableware.

Production Capacity

About ±18,000 Pieces of high quality Bone China and ±48,000 Pieces of top class Porcelain Tableware are produced at SCL per day, that is about ±5.4 million pieces of Bone China and ±14.4 million pieces of Porcelain Tableware are produced at SCL per year.

Factory

Beximco Industrial Park, Sarabo, Kashimpur, Gazipur.

Registered Office

17 Dhanmondi R/A, Road No. 2, Dhaka – 1205.

Global Footprint

First Export:	1999 (Porcelain in April & Bone China in November)
Exporting Countries:	Australia, Argentina, Canada, Denmark, Egypt, France, Germany, India, Ireland, Italy, Japan, Mexico, Norway, New Zealand, Poland, Pakistan, Portugal, Russian Federation, Romania, Spain, Sweden, Saudi Arabia, Singapore, Taiwan, Turkey, USA, UK, UAE etc.
Major Partners & Clients:	
Country:	Partners & Clients
Argentina	Falabella
Bangladesh	Biman Bangladesh Airlines
Canada	Air Canada, Renaud and Cie
Egypt	Zeiny Center
France	ARC International, Kozillius, Promotion 7
Germany	Villeroy & Boch, Clou & Classic, Breker, Tchibo, Kahla
India	Goodearth, Jindal, Kabani Crockery, Lakshmi Sales, Les Classiques, Stallion Hotel
Italy	Richard Ginori, Tognana Porcellane, Abert, Bitossi Home, Cislighi, Fade, Profili Pinto, Thun
Russia	Orion, Sakinat
Scandinavia	Porsgrund, Hadeland, Christiania GlasMagasin, Iittala AB, Rosendahl, Tilbords, Wik & Walsoe, Fyrklovern AB, Duka, Perfect Home
Spain	La Cartuja, Aramis D'cor, Riera, IMC, Dalper
Turkey	Koleksiyon, Hisar, Bernardo, Pasifik Group
U.A.E.	Hadi Enterprise
UK	Wedgwood and Royal Doulton, Portmeirion, Denby, British Airways, Sainsbury's, Fenwicks, TCC

Shareholding Structure of SCL*Shareholding as of Feb'2021*

Sl no.	Shareholding Relation	No. of Ordinary Shares Hold	Percentage of Holding
1	Sponsors & Directors	73,483,028	50.00%
2	Institutional	12,168,789	8.28%
3	Foreign	0	0.00%
4	Public	61,314,238	41.72%
Total		146,966,055	100.00%

Table- 20**Dividend History**

Sl no.	Dividends	Dividend in Years
1	Stock Dividend	15% 2012, 15% 2011, 15% 2010, 15% 2009, 20% 2008
2	Cash Dividend	2% 2020

Table- 21**Board of Directors**

Sl no.	Name	Position
1	A S F Rahman	Chairman
2	Salman F Rahman	Vice Chairman
3	Iqbal Ahmed	Director
4	O K Chowdhury	Director
5	Barrister Faheemul Huq	Independent Director

Table- 22**Management Committee**

Sl no.	Name	Position
1	Mohammed Humayun Kabir, FCA	Chief Executive Officer
2	Md. Faruque Ali	Executive Director

Table- 23**Audit Committee**

Sl no.	Name	Position
1	Barrister Faheemul Huq	Chairman
2	Mr. Iqbal Ahmed	Member
3	Mr. O K Chowdhury, FCA	Member
4	Mr. Mohammad Asad Ullah, FCS	Secretary

Table- 24

Nomination & Remuneration Committee

Sl no.	Name	Position
1	Barrister Faheemul Huq	Chairman
2	Mr. Iqbal Ahmed	Member
3	Mr. O K Chowdhury, FCA	Member
4	Mr. Mohammad Asad Ullah, FCS	Secretary

Table- 25

Financial Highlights

BDT in Million

Particulars	Dec-20	Jun-20	Jun-19	Jun-18
Paid up Capital	1,469.66	1,469.66	1,469.66	1,469.66
Revenue	665.64	1,205.08	1,533.12	1,528.64
Gross Profit	103.82	185.86	340.42	346.30
Profit Before Income Tax	19.47	11.30	92.48	81.40
Net Profit after Income Tax	14.84	31.59	62.71	61.55
Total Assets	6,488.60	6,416.10	6,622.96	6,516.17
Total Liabilities	2,106.37	2,140.90	2,355.04	2,300.92
Retained Earnings	(44.89)	(30.33)	(61.92)	(124.63)
Dividend-both Cash and Stock	2%(C)	N/A	N/A	N/A
Shareholders' Equity	4,382.24	4,275.20	4,267.93	4,215.25
Earnings per Share (BDT)	0.1	0.21	0.43	0.42
Shareholders' Equity Per Share (BDT)- NAV	29.82	29.09	29.04	28.68
Number of Shareholders	146.97	146.97	146.97	146.97

Table- 26

11.2.2. Business Units of Beximco

TEXTILE DIVISION

The principal business activities include investment operation, agency and trading in other commodities, producing, manufacturing and marketing of yarn that are consumed by weaving mills of Bangladesh including its own weaving mills, producing and marketing of high quality fabric, that are eventually consumed by the export oriented garments industries of Bangladesh including the garments factories of Beximco Group.



Major Clients of Textiles & Apparel Division



Global Footprint



Production Capacity of textiles division

Category	Capacity per month
Yarn Spinning	1500 tons
Woven Fabric	3.5 Million yds
Denim Fabric	5 Million yds
Knit Fabric	900 tons
Apparel Capacities	
Product (Men's + Women's + Kid's)	Capacity (in pcs / month)
Dress Shirts	2,000,000
Casual Shirts	600,000
Knits	4,000,000
Bottoms (chinos / 5 pockets)	3,000,000
Soft lightweight outerwear (cotton based)	500,000
Washing Capacities	
Category	Capacity per month
Denim	2.5 Million
Garment Dyeing	2.0 Million

Table- 27

Beximco HEALTH

The Company has now decided to diversify into PPE manufacture and export in a big way. For achieving this objective, the Textile Division has established Beximco Health. PPE products must obtain certification from National Regulatory Authorities before products can be imported into their respective countries. For this, products have to be tested to confirm they meet regulatory requirements and standards.

Unfortunately testing facilities in Bangladesh are limited and high value Category 3 and Category 4 products have to be sent abroad for testing. In order to overcome this obstacle the Company entered into a joint venture agreement with Intertek UK, an internationally renowned inspection agency to set up a world class independent testing laboratory within Beximco Health premises. Physical facilities, equipment and manpower are all in place and the laboratory will be operational in December this year.



Massive investments have also been made for setting up a completely vertical manufacturing facilities for manufacturing Category 1 to Category 4 PPE gowns and all kinds of masks including N95 masks. Machineries have all arrived and installation is ongoing, and it is expected production of spun bound and melt blown fabric will commence by the end of 2020, thereby ensuring the production of the three-layer

SMS fabric essential for PPE products. The Company is confident that Beximco Health will become a global leader in this market segment.

Beximco is the first company in Bangladesh to introduce-

- ✓ REMDES VIR for Covid 19 into Bangladesh.
- ✓ 30 million Covid Vaccines for distribution into Bangladesh
- ✓ Starts manufacture of medicines in the Middle East
- ✓ Start a fully vertically integrated PPE Plant in Bangladesh
- ✓ Was the first Bangladesh Company to **export 6.5 million medical gowns to HANES & acknowledged by the US Govt.**
- ✓ Received FDA Certification (**FDA Number : 3016965356**)



PPE Capability: Beximco Intertek Bangladesh



TESTING AND INSPECTION

Products	International Standard
Respirators	US Market: NIOSCH 42 CFR 84
Surgical face masks	US Market: ASTM F2100:2019
Protective gowns/aprons	US Market: ANSI AAMI PB70:2012
Surgical gowns/coverall	US Market: ASTM F 2407
Fabric covering mask (Non-medical)	CWA 17553

Table- 28



For Masks	For Gowns
<p>Regulatory Compliance</p> <ul style="list-style-type: none"> • Respirators • Flammability testing <p>Functional and performance testing</p> <ul style="list-style-type: none"> • Differential pressure • Clogging • Practical performance • Visual Inspection <p>Protection verification testing!</p> <ul style="list-style-type: none"> • Microbial Cleanliness • Anti-Bacterial Activity • Splash resistance • Breathing resistance • Bacterial filtration 	<p>Regulatory Compliance</p> <ul style="list-style-type: none"> • Surgical • Isolation • Single Use • Disposable <p>Performance testing</p> <ul style="list-style-type: none"> • Tensile • Tear • Seam strength • Air permeability • Water vapor Transmission rate • Adhesion strength <p>Protection verification</p> <ul style="list-style-type: none"> • Water resistance • Microbial penetration • Penetration by synthetic blood • Penetration by infective agents

Table- 29



PPE Unit



PPE Product Categories

PRODUCTS	items
Isolation Gown Level1, SPP 23 gsm (Non Sterile)	NSG 24
Isolation Gown Level 2, SMS 35 gsm (Non sterile)	NSG 11
Surgical gown Level 3, SSMMS 43 gsm (Non Sterile gown)	NSG19
Surgical gown Level 3, SSMMS 43 gsm (Sterile Gown)	NSG19
Surgical gown Level 4, PP+TPU 55-60 gsm (Sterile gown)	NSG18
3 ply Surgical Mask with Elasticated Ear loops	SM 1
N95, 5 layer foldable mask	BNM 1
Bouffant Cap, SPP 15 gsm	DSC 1
Over shoe cover SPP 20 gsm	DMO 1

Table- 30

GOWNS	MASKS	
 <p>REUSABLE MEDICAL GOWNS AD-923 : Cotton Poly 150 gsm AD-924 : Cotton Poly 150 gsm</p>	 <p>DISPOSABLE SURGICAL MASKS SM-1 : Single Use Disposable</p>	 <p>N-95 MASKS BNM-1</p>

NON STERILE GOWN Standard Lite

NSG-8/9/9A/10: PE Coated

NSG-17/17A: PE Coated Non-Woven Bonded Seams

DISPOSABLE SURGICAL GOWNS

SG-3000: Poly Tricot

SG-2000: PP + PE

NSG-18: PP+TPU with Taped Seams

NON STERILE GOWN Standard Lite

NSG-8/9/9A/10: PE Coated

NSG-17/17A: PE Coated Non-Woven Bonded Seams



PPE



SHOE COVER



DISPOSABLE SHOE COVERS
DMO-1
Non Woven Polypropylene

HEADWEAR



DISPOSABLE SURGICAL CAPS
DSC-1
Polypropylene

MEDICAL SCRUBS



- Side vent for extra movement
- Double patch pocket in front
- Easy to wear pull up pants with elastic

REUSABLE MEDICAL PATIENT / MEDICAL STAFF SCRUBS
Cotton Poly / Poly Cotton with Various finishes (WR / Anti Microbial)

REAL ESTATE DIVISION

The Real Estate Division is one of the leading real estate developers in Bangladesh. It owns over 800 acres of land at prime locations in and around Dhaka. The real estate business has been depressed for a number of years. However, it is expected that once the Pandemic is over there will be a revival of this sector with economic growth, NRB remittances and rapid urbanization. The Company is making plans of how to best utilize these lands and maximize both revenue and profit over the next years starting as soon as the sector revives.

IT DIVISION

Bangladesh Online (BOL) symbolizes the most reliable Internet & Data Communication Services in the country provided by the IT Division of Bangladesh Export Import Co. Ltd. (Beximco). BOL was launched in August 1998 with the sole aim of keeping our internet users in the information super highway with the fastest access to the net. The IT Division did not perform as expected mainly because of increased competition.



FISHERIES DIVISION

Activities of the Fisheries Division have remained stagnant as well for the last few years. It is being examined if it is possible to improve the situation and what steps are necessary to ensure steady growth of Revenue and PAT for this Division of the Company.

BEXIMCO POWER COMPANY LIMITED

Beximco Power Company Ltd who has concluded two Power Purchase Agreements (PPA) with the Bangladesh Power Development Board (BPDB) for supply of electricity from a 200 MW Solar power plant in Gaibanda and a 30 MW Solar Power plant in Panchagarh. It is expected that electricity supply to BPDB under the PPA from both these solar power plants will begin in 2022.

11.2.3. Shareholding Structure of Beximco Ltd.

Shareholding as of Feb'2021

Sl no.	Shareholding Relation	No. of Ordinary Shares Hold	Percentage of Holding
1	Sponsors & Directors	267,715,417.5	30.55%
2	Institutional	126,803,341.8	14.47%
3	Foreign	12,881,887.52	1.47%
4	Public	468918232.2	53.51%
Total		876318879	100.00%

Table- 31

11.2.4. Profile of Directors

A S F RAHMAN Chairman, Sponsor & Director
<p>Mr. Sohail F Rahman, the Chairman and founder of Beximco Group, is a distinguished business personality of the country. With Over 54 years business experience in Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other Sectors, he has contributed much to country's industrial development and received many awards and accolades for this.</p> <p>He got his Honor's in Physics from the University of Dhaka in 1966, and also studied in the United Kingdom. Through his career he has held positions in many Companies, including: Chairman of IF1C Bank Limited; Director of Industrial Promotion & Development Company; Director of Arab Bangladesh Bank Limited; Director of Pubali Bank Limited; and Director of the Investment Corporation of Bangladesh. Currently, he is a member of the Board of Governors of North South University Foundation, which is the first private sector university in Bangladesh.</p>
Salman F Rahman Vice Chairman, Sponsor & Director
<p>Mr. Salman F Rahman, co-founder of the Beximco Group, is a renowned businessman of the country. He played a key role in building Beximco's corporate identity, and led the Group into becoming a leading industrial conglomerate in the country. In 2018, Mr. Rahman participated in the National Election from Dhaka-1 constituency (Dohar and Nawabganj upazilas) and was elected as a Member of Parliament. At present, he is holding the rank of a cabinet minister and serving as the Private Sector Industry and Investment Adviser to the Honorable Prime Minister Sheikh Hasina.</p> <p>He studied Bachelor of Arts from Karachi University. In his 45 years business experience in Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other sectors He has held a number of positions including: President of the Federation of Chamber of Commerce and Industries from 1994 to 1996; Chairman of the Bangladesh Enterprise Institute, a Bangladeshi institute for private sector advocacy and free market development; Chairman of the Board of Editors of 'The Independent' and English daily</p>

newspaper in Bangladesh; Chairman of Abahani Limited, a prominent sporting club within Bangladesh; President of SAARC Chamber of Commerce & Industry from 1996 to 1998; President of the Metropolitan Chamber of Commerce & Industry; President of the Bangladesh Textile Mills Association and President of the Bangladesh Pharmaceutical Manufacturers Association.

O K CHOWDHURY
Managing Director &
Chief Executive Officer of Power & Engineering

Mr. Osman Kaiser Chowdhury has over 39 years' experience in the Beximco Group in Senior Positions. He has over 13 years' experience working abroad, including the United Kingdom. He is a member of the Institute of Chartered Accountants of England and Wales and a Fellow of the Institute of Chartered Accountants of Bangladesh. He is also member of both the Executive Committee and Management Committee of Beximco Pharmaceuticals Ltd.

IQBAL AHMED
Group Director

Mr. Iqbal Ahmed with his over 52 years business experience has been with the company since 1972 and holds senior positions in a number of entities within the Beximco Group of companies. He received his Bachelor's Degree in Science from the University of Dhaka in 1966. Mr. Ahmed is currently a member of the Executive Committee of Shippers Council of Bangladesh. Previously he was the publisher of "The Independent" an English daily newspaper in Bangladesh and the "Muktakantha", a Bengali national daily newspaper.

A B SIDDIQUR RAHMAN
Group Director

Mr. A B Siddiqur Rahman was born on 2nd September, 1939. He studied Bachelor of Arts. He has over 50 years business experience in Trading, Jute, Textiles, Pharmaceuticals and other Sectors. He holds senior positions at a number of entities within the Beximco Group of companies. He has been with Beximco Group since 1972.

MASUD EKRAMULLAH KHAN
Independent Director

Mr. Masud Khan is an international corporate attorney, currently with The Legal Circle, a corporate law firm in Dhaka, Bangladesh. Prior to coming to Bangladesh in 2007, Masud was a corporate law partner in a US Mid-Western law firm (Reinhart Boerner Van Deuren) with 200 plus lawyers. Masud has been highlighted in the corporate advisory field in Bangladesh by the Chambers and Partners 2011, 2012 and 2013 publication. Masud obtained his Bachelors of Science in Economics and Political Science from the University of Wisconsin, Oshkosh, and his Juris Doctorate from Marquette University Law School.

SHAH MONJURUL HOQUE
Independent Director

Mr. Shah Monjurul Hoque is a practicing lawyer in the Supreme Court of Bangladesh, both in the High Court Division and Appellate Division. He has over 23 years' experience in the field of law. He is the founder of Hoque & Associates, a law firm in Bangladesh, of which he is the Proprietor. He has held various academic appointments in the field of law and has also acted as legal adviser to a number of corporate clients in Bangladesh and as the enlisted lawyer of several Bangladeshi Banks.

Reem H Shamsuddoha
Independent Director

Ms. Reem H Shamsuddoha had her Bachelor of Science in Business Administration from Fordham University, Gabelli School of Business, New York. She has participated in professional training in Advance Management Program in The University of Hong Kong.

She has a wide range of working experience in renowned local and overseas organization including Daraz, TapFury LLC, International Quality and Productivity Center (IQPC), Opal Financing Group and had Internship experience with ASB Communications and Elida Olsen et CIE of New York.

Ms. Reem H Shamsuddoha is the member of The Board of Directors of a number of listed and non-listed companies including Global Voice Holdings Limited, Global Voice Telecom Limited, Beximco IOC Petroleum & Energy Limited and Bangladesh Export Import Co. Ltd.

11.2.5. Management Profile

Top Management of Beximco Ltd. consists of the following officials:

Name	Designation
O K Chowdhury	Managing Director Chief Executive Officer Power & Engineering Division
Syed Naved Hussain	Chief Executive Officer Textile Division
Parvez Hassan	Chief Executive Officer Real Estate & Fisheries Division
Syed Samiul Wadood	Chief Executive Officer IT Division
Anil Kumar Maheshwari	Chief Operating Officer Textile Division
Mohammad Asad Ullah, FCS	Executive Director & Company Secretary
Md. Luthfor Rahman	Chief Financial Officer
Mostafa Zamanul Bahar	Head of Internal Audit

Table- 32

11.2.6. Financial Highlights of Beximco Ltd. on Consolidated Basis

Particulars	BDT in Million			
	Dec-2020	Jun-2020	Jun-2019	Jun-2018
Paid up Capital	8,735.96	8,735.96	8,735.96	8,319.96
Revenue	17,231.39	21,035.69	25,485.45	25,387.57
Gross Profit	5,489.60	7,144.53	8,211.12	7,962.05
Profit Before Income Tax	2,124.97	806.40	1,659.43	1,408.84
Net Profit after Income Tax	1,683.25	461.98	1,457.59	1,290.13
Total Assets	134,782.38	131,143.53	128,453.03	122,746.30
Total Liabilities	68,710.09	66,730.77	64,038.41	59,373.00
Retained Earnings	18,226.30	16,981.21	16,957.39	16,334.39
Dividend-both Cash and Stock	N/A	5%(C)	5%(C)	10%(B & C)
Shareholders' Equity	66,072.29	64,412.76	64,414.62	63,373.31
Earnings per Share (BDT)	1.93	0.53	1.67	1.55
Shareholders' Equity Per Share (BDT)- NAV	75.63	73.73	73.73	76.17
Number of Shareholders	874	874	874	832

Table- 33

11.2.7. Business Analysis on Consolidated Basis

Description of Assets & Liabilities

Asset Size & Growth

The total assets of Beximco Ltd. grew substantially during the last three years. At the end of June, 2020 total consolidated assets of Beximco stood at BDT 131,143.53 million which is 2.09% higher than that of 30 June, 2020. However, total assets of Beximco at the end of December 31, 2020 stood at BDT 134,782.38 million on consolidated basis which is 2.77% higher from that of June 30, 2020. From 2018 to December 2020 BEXIMCO's average growth of the asset is 2.38%.

%.

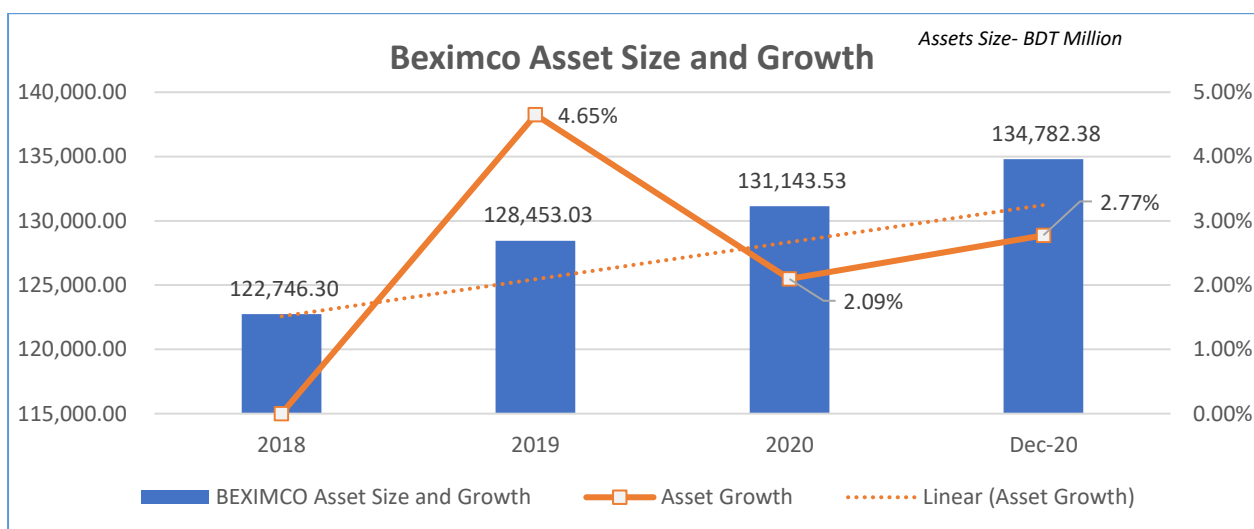


Figure 2: Originator's Consolidated Total Assets Size & Growth

Growth of Current Assets

In June 30, 2021 the consolidated total current assets of Beximco Ltd. was 57,579.24 million which is 33.98% lower than that of 30 June, 2019 because of less trading in COVID-19 Pandemic situation. However, at the end of December, 2020 total consolidated Current Assets of Beximco Ltd. stood at BDT 49,102.74 million which is showing the upward trend of financial position of the company.

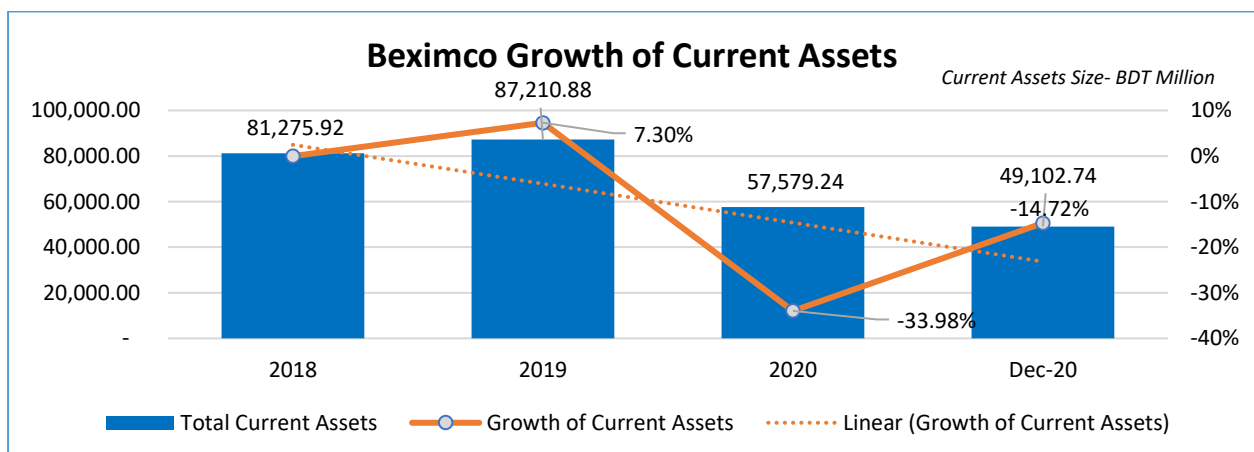


Figure 3: Originator 's Consolidated Loan and advances

Liability Mix

The Originator has both long-term and short-term liabilities. The weight is more on the short-term side with 64.63% of the liabilities being short-term in nature which was 62.38% of total liabilities in June 2020. On the other hand, Non-Current Liabilities has decreased to 35.37% of the total liabilities as of December 2020 compared to that of June 2020 (37.62%) on consolidated basis. Among Non-Current Liabilities, secured long-term bank loan-Net off Current Maturity (Secured) occupies the major portion which is 94.38% of non-current liabilities. Among current liabilities, short-term loan including current portion of long term liabilities occupies 68.32% of total current liabilities whereas majority is occupied by the current portion of term loans, which is 57.18%. The breakdown of current and non-current liabilities is provided below:

Particulars	31-Dec-20		30-Jun-20	
	BDT Mn	% of Total	BDT Mn	% of Total
Non-Current Liabilities				
Long Term Loans - Net off Current Maturity (Secured)	22,937.12	94.38%	23,878.41	95.11%
Gratuity Payable	135.29	0.56%	133.42	0.53%
Deferred Tax Liability	1,231.78	5.07%	1,094.87	4.36%
Sub-total	24,304.19	35.37%	25,106.70	37.62%
Current Liabilities				
Long Term Loans - Current Maturity (Secured)	25,391.79	57.18%	26,618.86	63.95%
Short Term Loans	4,948.39	11.14%	1,831.89	4.40%
Trade and Other Payables	14,065.71	31.68%	13,173.32	31.65%
Sub-total	44,405.90	64.63%	41,624.07	62.38%
Total Liabilities	68,710.09		66,730.77	

Table- 34

Growth of Equity:

Equity of the Issuer has grown significantly over the last three years. Issued share capital increased from BDT 8,319.96 Million in June 2018 to BDT 8,735.96 Million in December 2020. Retained earnings also increased a lot, by 12%, over the same period. Reserves only slightly increased. The data is provided in the following table:

Particulars	Amounts in BDT Mn			
	31-Dec-20	30-Jun-20	30-Jun-19	30-Jun-18
Issued Share Capital	8,735.96	8,735.96	8,735.96	8,319.96
Reserves	36,904.21	36,557.99	36,587.30	36,611.33
Retained Earnings	18,226.30	16,981.21	16,957.39	16,334.39
Total Equity (attributable to owners)	63,866.47	62,275.17	62,280.65	61,265.68
Non-Controlling (Minority) Interest in Subsidiaries	2,205.81	2,137.60	2,133.96	2,107.62

Total Equity	66,072.29	64,412.76	64,414.62	63,373.31
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Table- 35

The growth of equity in the last three years is shown below:

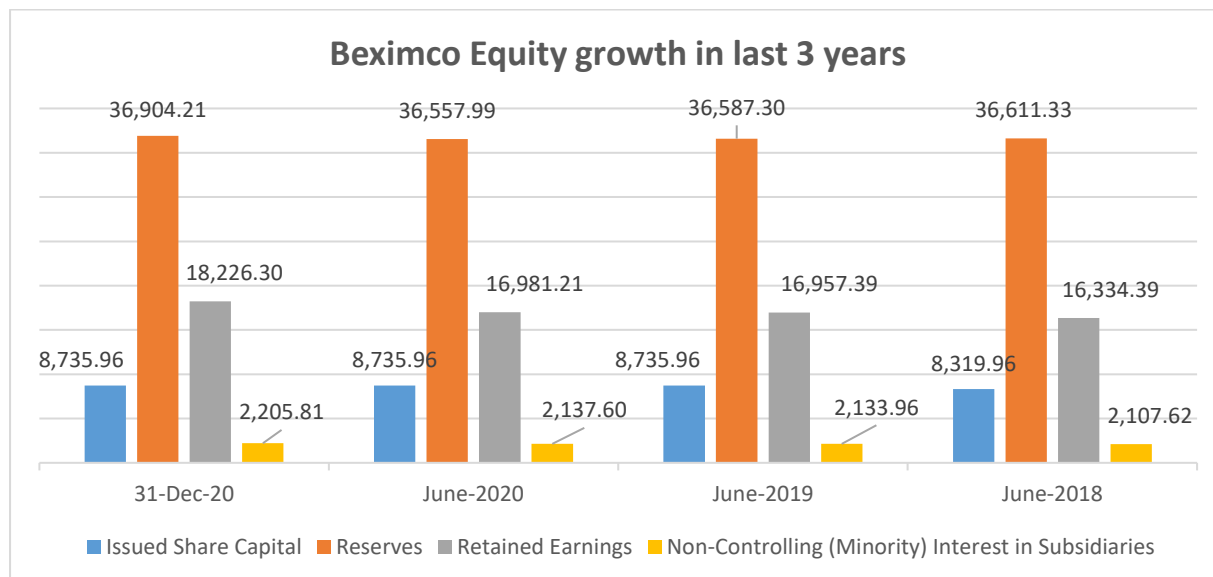


Figure-4

Operational Performance:

The operational performance of Beximco Limited has improved over the last three years. Despite economic slowdown, the company has been able to turn around and generated satisfactory amounts of revenue and operating income within the last six months as of 31 December, 2020 on consolidated basis. Though total consolidated net profit after tax and Non-controlling (minority) Interest of Beximco Ltd. decreased to BDT 461.98 Million in June 2020 due to COVID-19 Pandemic situation in the country from that of BDT 1,457.6 Million in June 2019, at the end of December 31, 2020 the company's net profit after tax and Non-controlling (minority) interest has increased to BDT 1683.25 million which is 2.52 times higher than that of December 2019. The table below shows the operational performance of the company from June 30, 2018 to December 31, 2020.

Amount in BDT Million

Particulars	31-Dec-20	30-Jun-20	31-Dec-19	30-Jun-19	30-Jun-18
Revenue	17,231.39	21,035.69	10,011.91	25,485.45	25,387.57
Gross Profit	5,489.60	7,144.53	3,517.13	8,211.12	7,962.05
Total Operating Expenses	535.41	907.31	428.30	923.79	877.37
Operating Profit	4,954.19	6,237.22	3,088.83	7,287.32	7,084.67
Finance Cost	2,731.82	5,390.50	2,685.08	5,544.92	5,605.39
Profit Before Tax	2,124.97	806.40	384.43	1,659.43	1,408.84
Net Profit After Tax	1,690.67	477.77	482.63	1,488.95	1,320.90
Net Profit after tax and Non-Controlling (Minority) Interest	1,683.25	461.98	478.45	1,457.59	1,290.13

Table- 36

Classification of Revenue

From the revenue breakdown of the company provided below on solo basis, it can be observed that most of the revenue of Beximco Limited is generated from the sale of yarn, fabrics and others on solo basis. This segment attributed to around 97% of its sales in the last six months of 2020 on solo basis. Sale of software also contributes to the total revenue significantly. Rest of the revenue comes from IT support service, sale of fish and shrimps and others.

Particulars	31-Dec-20 (Solo)		30-Jun-20 (Solo)	
	BDT Mn	% of total	BDT Mn	% of total
Yarn, Fabrics & Others	16,040.85	96.83	17,656.46	89.06
IT Support Service	105.64	0.64	205,38	1.04
Software Sale	397.66	2.40	1,947.61	9.82
Fish & Shrimp	2.78	0.02	9.34	0.05
Others	18.82	0.11	6.00	0.03
Total Revenue	16,565.75	100	19,824.79	100

Table- 37

11.2.8. Diversification of Business:

The company has investment in subsidiary and non-subsidiary companies. At a percentage of 30.10% of investment in shares belong to its associate company- Beximco Power Company Limited. Also share money deposit in Beximco Power Company Limited occupies 33.39% of investment of the company on consolidated basis. The rest of the investment (36.51%) belongs to associates & others as on December 2020 on consolidated basis. The breakdown of consolidated investment in shares of Beximco Ltd. from June 30, 2020 to December 31, 2020, is provided below:

Particulars	Amounts in BDT Mn	
	31-Dec-20	30-Jun-20
Investment in shares		
Beximco Pharmaceuticals Ltd	607.68	200.68
Beximco Synthetics Ltd	0.57	0.46
Jamuna Oil Ltd	299.98	299.98
GMG Airlines Ltd	0.00	0.00
Central Depository Bangladesh Ltd	1.57	1.57
Beximco Power Co. Ltd	750	40.00
Beximco Power Co. Ltd (share money deposit)	832.10	1092.90
Total	2,491.91	1,635.58

Table- 38

11.2.9. Description of Previously Issued Debt or Equity Securities

SL	Type of Issue	Year of Issue	Brief Description of the Issue
1	IPO	1989	The Issuer raised BDT 120,000,000 by issuing 2,000,000 ordinary shares at BDT 10 each through Public Offer and BDT

			<p>40,000 Secured/Cumulative/Participative Debenture of 17% Interest Rate at BDT 2,500 in 1989. The dates of opening and closing of subscription of Public Offer of Ordinary shares were 27th September and 11th October of 1989 respectively. Out of the Debenture Issue 24,000 debentures were offered to various Banks, Insurance Companies and Financial Institutions at BDT 2,500 each through private offer. Whereas, 16,000 debentures were offered to the general public at BDT 2,500 each.</p>
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Table- 39

11.3. Description of the Projects

11.3.1. Teesta Solar Limited

Teesta Solar Limited (TSL) a private limited company which is a joint venture between Beximco Power Company Limited, Bangladesh and TBEA Xinjiang SunOasis Company Limited, China, for developing a 200MWAC Solar PV Power Plant (referred to as ‘the Project’ or ‘the Company’) at Sundarganj, Gaibandha District in the Rangpur Division of Bangladesh. The company has been incorporated on 24th April in 2017. Under the Company Act 1994, vide registration no- C-137464/2017 as a private limited company. TSL has secured the project from the Government of Bangladesh on BOO (Build-Own-Operate) basis.

Sponsors and Shareholding Structure

Beximco Power Company Limited, Bangladesh

Beximco Power Company Limited, a concern of Beximco Group, a leading conglomerate in Bangladesh, has started its operation to contribute to the renewable energy source in Bangladesh. As part of the Bangladesh Government’s vision to diversify the energy sources, Beximco Power Company Limited has come forward to help the country’s growing demand for the renewable energy requirement. Beximco Power Company Limited (BPCL) is venturing into establishing this present 200MW_{AC} Solar PV Plant, which will be one of the largest solar power plants in South Asia.

TBEA Xinjiang SunOasis Company Limited, China

TBEA Xinjiang Sunoasis Co., Ltd. founded in 2000, manufactures and sells photovoltaic solar modules, wind power, thermal power and other power engineering services. The company is based in Urumqi, China. They focus on offering customers reliable and efficient clean energy solutions for power project development, investment & financing, design, commissioning & operation maintenance.

Board of Directors

Sl.	Name	Position	Date of Becoming the Director
1.	Ajmal Kabir (Nominee of Beximco Power Company Ltd.)	Chairman	24-07-2017
2.	M Rafiqul Islam (Nominee of Beximco Power Company Ltd.)	Managing Director	24-07-2017
3.	Mohammed Shakil Ur Rahman (Nominee of TBEA XinJiang SunOasis Company Ltd.)	Director	24-07-2017

Table- 40

SHAREHOLDING STRUCUTRE

Total paid-up capital of TSL is BDT 10,000,000 which is divided into 1,000,000 shares with face value of BDT 10 per share. Total authorized capital of the KSL is BDT 1,000 million.

SL	Name	Status	Outstanding Shares	% of total outstanding shares
1	BEXIMCO Power Company Limited	Sponsor	800,000	80%
2	TBEA Xinjiang SunOasis Company. Limited	Sponsor	200,000	20%
Total			1,000,000	100%

Table- 41

Commercial Operation Date of the Project

As per PPA the Required Commercial Operation Date is scheduled as 18 months following the Project Effective Date. The Commercial Operations Date was scheduled for April 26, 2019. Later it has been extended to October 26, 2021. It is expected that the full completion and COD of the solar power plant will be achieved in 12 (twelve) Months from date of site mobilization.

Total Project Cost

Particulars	mIn USD	mIn BDT
Land	26.62	2,262.7
Solar Plant EPC	187.06	15,900.1
Embankment, Road & Land	54.84	4,661.4
Transmission Line	5.24	445.4
Switchyard	6.06	515.1
GIS Bay	1.52	129.2
Insurance Payment	1.00	85.0
Consultancy & Other Charges	1.24	105.15
Pre-operating Expenses	10.93	928.80
Total	294.50	25032.84

Table- 42

Source of Financing the Project

Financing Method: Green-Sukuk 75%, Equity 25%.

In Million

Particulars	mIn USD	mIn BDT
Sukuk Financing (Excluding IPO Expense)	220.88	18,774.63
Equity Financing	73.63	6,258.21

Table- 43

Use of Proceeds from Green-Sukuk Financing from Public Offer

Particulars	BDT (mln)
Solar Plant EPC	3,974.92
<i>Machinery & Equipment Supply</i>	<i>3,401.34</i>
<i>Civil Works including supply</i>	<i>323.18</i>
<i>Erection, Testing & Commissioning</i>	<i>250.41</i>
Switchyard	128.73
Transmission Line	111.34
GIS Bay	32.34
Embankment & Land Development	214.91
Consultancy & Other Charges	16.28
Pre-Operating Expenses	111.42
Sub-Total	4,589.94
IPO Expense	83.66
Total	4,673.60

Table- 44

Purpose of Fund

To set up a 200MW_{AC} Solar Power Plant on Build Own and Operate (BOO) basis. The fund will be utilized for the following purpose.

- For EPC payment, Onshore Services and Offshore Supply of Equipment
- For construction of civil structures including roads, embankment, fences, etc.
- For other related expenses.

Breakdown of Equity Financing (Utilized)

Particulars	BDT(mln)
Land	2,262.73
Land Filling, Leveling & Dressing	915.09
Roads & Constructions	348.43
Embankment for Land Protection	2,245.98
Transmission Line	82.78
Advance for Design	82.37
Pre-operational Expenses	357.01
Total	6,294.40

Table- 45

CONSTRUCTION SCHEDULE FOF THE PROJECT

Total project cost for the 200MW_{AC} solar power plant is expected to be USD 294.50 million. Out of the total project cost, USD 73.63 million will be financed from equity contribution and USD 220.88 million will be from financing. Below table refers the details break-down of the project cost.

Particulars	mIn USD	mIn BDT
Land	26.62	2,262.70
Solar Plant EPC	187.06	15,900.10
Embankment Road & Land Development	54.84	4,661.40
Transmission Line	5.24	445.40
Switchyard	6.06	515.10
GIS Bay	1.52	129.20
Insurance Payment	1.00	85.00
Consultancy & Other Charges	1.24	105.15
Pre-operating Expenses	10.93	928.80
TOTAL	294.50	25,032.84

Table- 46

Total project cost is expected to be USD 294.504 million (BDT 25,032.84 mln) of which USD 267.884 million (BDT 22,770.14 mln) is the non-land portion and USD 26.62 million (BDT 2,262.7 mln) is the land portion.

Project equity comprises USD 73.626 million (BDT 6,258.21 mln) consisting of both land and non-land portions of the expenditure, which is 25% of the total project cost.

USD 220.878 million (BDT 18,774.63 mln) constitutes the balance 75% of the project cost which will be financed by issuance of Sukuk (through the investment of Sukuk holders).

TSL has already invested 6,462.1 mln BDT (out of which 167.0 mln is Receivables & BG margin till 31.12.2020 for land acquisition and land development, embankment construction & access road, civil construction etc.

Tariff Rate

BPDB shall pay to TSL USD 0.15 per KWh on on Electricity No Payment Basis (Schedule-3 of PPA) for Net Energy Output of Electricity in each month (Section-13 of PPA) .

Project Assumptions

Key project assumptions excluding finance service have been in order to prepare the pro forma model to assess financial viability of the project. The project under the PPA is capable of delivering 200 MW AC of power to the grid. After careful analysis based on PVSyst, project cost and limitations on land availability, the DC to AC ratio (Pnom Ratio) was agreed to be 1.4 resulting in 280 MW dc. Based on the above 1.4 ratio, the project will have a capacity utilization factor (CUF) of 15.7%. As a result the first year P90 generation based on SolarGIS TMY is projected to equal 385.0896 MWh. Annual degradation of module performance is 0.08%. Operation and Maintenance costs ranges between BDT 110.5 million (USD 1.3 million) to BDT 223.3 million (USD 2.63 million) per annum throughout the 20 years of operation. Major maintenance accelerates at 3.0% rate from year 6 to year 20 for Solar Panels and Inverters maintenance and replacement. Under National Board of Revenue's Special Representative Order (SRO) No. 211, the project receives a tax holiday upto December 20, 2034. The table below summarizes the assumptions:

	1 Y	2 Y	3 Y	4 Y	5 Y	6 Y	7 Y	8 Y	9 Y	10 Y	11 Y	12 Y	13 Y	14 Y	15 Y	16 Y	17 Y	18 Y	19 Y	20 Y
O&M Expenses, BDT mln. (First 5 year, as per agreement)	110.5	123.9	137.3	152.4	223.3															
O&M Expense acceleration rate for last 15 years						3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Administrative Expenses	17.0																			
Administrative Expense acceleration rate		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Revenue from other sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tariff of the Project (BDT/KWh)	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75
Declared CUF of the Project - P90	15.7%																			
Project Capacity (AC) MWh	200																			
Project Capacity (DC) MWh	280																			
OPEX (Major Maintenance)											113.3	113.3	113.3							
Annual Energy Generation (KWh)	385,089,600																			
Performance of PV Modules	100%									96%										92%
Adjusted Performance Module	15.70%	15.6%	15.5%	15.5%	15.4%	15.3%	15.2%	15.2%	15.1%	15.1%	15.0%	14.9%	14.9%	14.8%	14.7%	14.7%	14.6%	14.5%	14.4%	14.4%
Arrangement Fee	0.0%																			
Bank Charge & Fee	-																			
Corporate Tax Rate	-													35%	35%	35%	35%	35%	35%	35%
Salvage value of the Project (BDT)	3,394,050,000																			

Table- 47

Project Assumptions.

Projected Income Statement

Based on current assumptions of project expenses and finance service, the project is expected to generate gross revenue from sale of energy in the first year of operation in the amount of BDT 4910 million (USD 58 million), and subject to predicted PV panel rate of degradation, this annual revenue shall decrease every year by approximately 0.5%.

Annual operating expenditure shall be BDT 127.5 million (USD 1.5 million) for the first year which includes both O&M and administrative cost. With an escalation, rate of 3.0% per annum from year 6th to 20th for inflation for the maintenance and 2.5% per annum for administrative/management fee expenses, project total expenses become BDT 5,789.4 million (68.2 million). EBPPDA shall range from BDT 4,782 million (USD 56.26 million) in the first year to BDT 4,142 million (USD 48.73 million) in the twentieth year.

After Depreciation (calculated straight-line for a period of 20 years), pre-tax profit equals BDT 3,765 million (USD 44.29 million) for the second year and it becomes BDT 3,250 million (USD 38.23 million) in the last year of before tax payment.

BDT mln.

	1 Y	2 Y	3 Y	4 Y	5 Y	6 Y	7 Y	8 Y	9 Y	10 Y	11 Y	12 Y	13 Y	14 Y	15 Y	16 Y	17 Y	18 Y	19 Y	20 Y
Yearly CUF	15.7%	15.6%	15.5%	15.5%	15.4%	15.3%	15.2%	15.2%	15.1%	15.1%	15.0%	14.9%	14.9%	14.8%	14.7%	14.7%	14.6%	14.5%	14.4%	14.4%
Annual Energy Generation in mn. Units	385	383	381	379	377	375	374	372	370	370	368	366	365	363	361	359	358	356	354	354
Revenue from sell of energy in BDT ml	4,910	4,885	4,861	4,836	4,812	4,787	4,763	4,738	4,713	4,713	4,692	4,670	4,648	4,626	4,604	4,583	4,561	4,539	4,517	4,517
Revenue from other sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	4,910	4,885	4,861	4,836	4,812	4,787	4,763	4,738	4,713	4,713	4,692	4,670	4,648	4,626	4,604	4,583	4,561	4,539	4,517	4,517
Operating Expenditure																				
O&M Expenses	110.5	123.9	137.3	152.4	223.3	229.9	236.8	244.0	251.3	258.8	266.6	274.6	282.8	291.3	300.0	309.0	318.3	327.9	337.7	347.8
Administrator Charges	17.0	17.4	17.9	18.3	18.8	19.2	19.7	20.2	20.7	21.2	21.8	22.3	22.9	23.4	24.0	24.6	25.2	25.9	26.5	27.2
OPEX (major maintenance)	-	-	-	-	-	-	-	-	-	-	113.3	113.3	113.3	-	-	-	-	-	-	-
Total Expenses	127.5	141.4	155.2	170.7	242.0	249.2	256.6	264.2	272.0	280.0	401.7	410.2	419.0	314.7	324.0	333.7	343.5	353.7	364.2	375.0
EBPPDA	4,782	4,744	4,706	4,666	4,570	4,538	4,506	4,474	4,442	4,433	4,290	4,260	4,229	4,311	4,280	4,249	4,217	4,185	4,153	4,142
Less:Depreciation	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6
EBPT	3,804	3,765	3,727	3,687	3,591	3,559	3,527	3,495	3,463	3,455	3,311	3,281	3,250	3,333	3,302	3,270	3,239	3,207	3,174	3,164
Less Periodic Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Bank Fee & Charge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Arrangement Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Profit Before Tax (PBT)	3,804	3,765	3,727	3,687	3,591	3,559	3,527	3,495	3,463	3,455	3,311	3,281	3,250	3,333	3,302	3,270	3,239	3,207	3,174	3,164
Earning Before Interest, Tax , Depr. A	4,782	4,744	4,706	4,666	4,570	4,538	4,506	4,474	4,442	4,433	4,290	4,260	4,229	4,311	4,280	4,249	4,217	4,185	4,153	4,142
Less Interest on term loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate tax	-	-	-	-	-	-	-	-	-	-	-	-	-	583	1,156	1,145	1,134	1,122	1,111	1,107
Profit after Tax	3,804	3,765	3,727	3,687	3,591	3,559	3,527	3,495	3,463	3,455	3,311	3,281	3,250	2,750	2,146	2,126	2,105	2,084	2,063	2,056

Table- 48

Projected Income Statement of TSL.

Disclaimer of Projections: The financial projections provided herein above are estimates only based on assumptions concerning anticipated results of operations. There may be changes in the debt and capital structure as well as business conditions and circumstances. These assumptions may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized.

Projected Cash Flow Statement

The Project cash flow statement demonstrates a robust project with an excellent cash income profile. During the first year of operation, the Project produces BDT 4,782 million (USD 56.26 million). Throughout the year 1 to 15, it becomes BDT 4,570 million (USD 53.76 mln) at year 5th, the Project posts a total cash balance of BDT 43,592 million (USD 512.85 million) at year fifteen and keep increasing at a rate approximately BDT 3,066 million (USD 36.07 million) annually. At the year 20, the ending cash balance becomes BDT 59,010 million (USD 694.24 million).

BDT mln

	1 Y	2 Y	3 Y	4 Y	5 Y	6 Y	7 Y	8 Y	9 Y	10 Y	11 Y	12 Y	13 Y	14 Y	15 Y	16 Y	17 Y	18 Y	19 Y	20 Y
Cash Flow From Operating Activities	4,782	4,744	4,706	4,666	4,570	4,538	4,506	4,474	4,442	4,433	4,290	4,260	4,229	4,311	4,280	4,249	4,217	4,185	4,153	4,142
Net Profit	3,804	3,765	3,727	3,687	3,591	3,559	3,527	3,495	3,463	3,455	3,311	3,281	3,250	2,750	2,146	2,126	2,105	2,084	2,063	2,056
Add: Depreciation	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6	978.6
Net Cash Flow from Operation Activities	4,782	4,744	4,706	4,666	4,570	4,538	4,506	4,474	4,442	4,433	4,290	4,260	4,229	3,728	3,125	3,104	3,084	3,063	3,042	3,035
Cash Flow from Investing Activities																				
Capital Expenditure																				
Other Investment																				
Net Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow From Financing Activities																				
Increase/(decrease) Borrowing																				
New Share Issue																				
Share Money Deposit																				
Net Cashflow from Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Surplus/(Deficit)	-13,992	4,744	4,706	4,666	4,570	4,538	4,506	4,474	4,442	4,433	4,290	4,260	4,229	3,728	3,125	3,104	3,084	3,063	3,042	3,035
Beginning Cash Balance	-	-13,992	-9,248	-4,543	123	4,693	9,231	13,737	18,210	22,652	27,085	31,375	35,635	39,864	43,592	46,717	49,821	52,905	55,968	59,010
Ending Cash Balance	-13,992	-9,248	-4,543	123	4,693	9,231	13,737	18,210	22,652	27,085	31,375	35,635	39,864	43,592	46,717	49,821	52,905	55,968	59,010	62,045

Table- 49

Projected Cash Flow Statement of TSL.

Disclaimer of Projections: The financial projections provided herein above are estimates only based on assumptions concerning anticipated results of operations. There may be changes in the debt and capital structure as well as business conditions and circumstances. These assumptions may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized.

PROJECT CONSTRUCTION PROCESS

Electricity at Site And Evacuation Facilities

Power requirement during project construction will be catered from an 11kv distribution line provided by the Bangladesh Rural Electrification Board. Back up power will be made available from diesel generator sets.

Power from the PV plant shall be evacuated at the Rangpur substation via a 132kv transmission line 35.5 km in length from the site switchyard to the substation. The evacuation of the 200MW_{AC} plant shall be at 132kV level substation to be developed within the plant premises. The output from all the 33kV modular blocks will be combined at this pooling substation. The 200MW_{AC} will be fed to the 132kV transmission line through 132kV outdoor air-insulated substation (AIS). The power generated by the plant shall be evacuated to the 132 /33kV Rangpur utility substation via a double circuit transmission line. Point of interconnection and performance monitoring shall remain at the 132kV substation.

Flow Chart - Power Plant

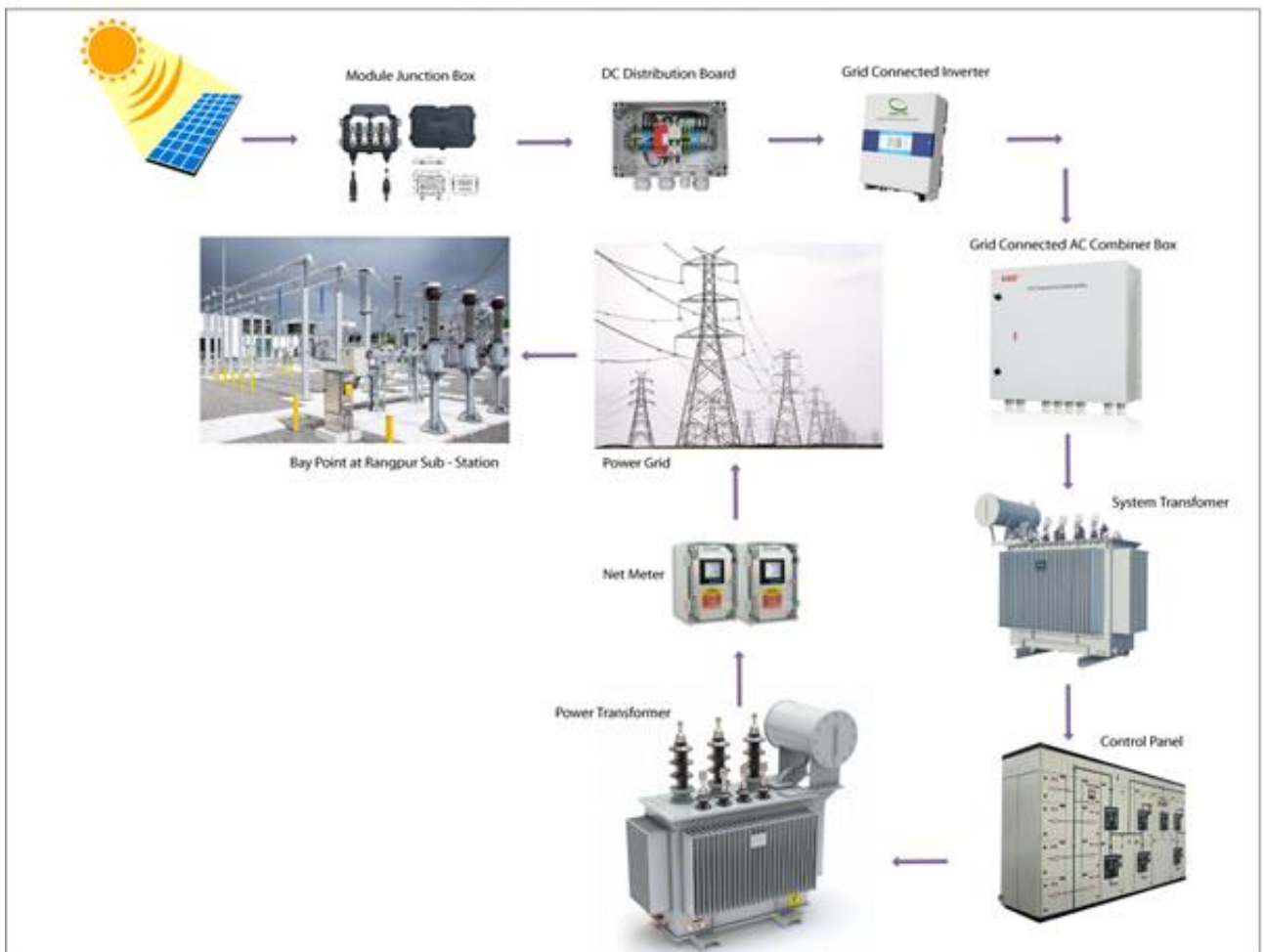


Figure 5: Process flow chart of a Solar Power PLant

TSL has completed the feasibility study for the 35 km 132 kV transmission line that connects the Project to the Rangpur substation, having received the approvals for the design of the transmission line, having performed the soil investigation for all the tower foundations and having started mobilization for the piling works. Construction of transmission line is expected to be completed in parallel with solar plant construction to meet Commercial Operations Date (COD) deadline.

TSL has also completed the Interconnection Grid Impact Study by Sher Engineering, an international consultant who is acceptable to PGCB.

Energy metering for revenue will be done using an availability bases tariff (ABT) meter that will be provided within the 132kV switchyard to be located in the plant premises. Therefore, transmission losses are on the side of PGCB's meter.

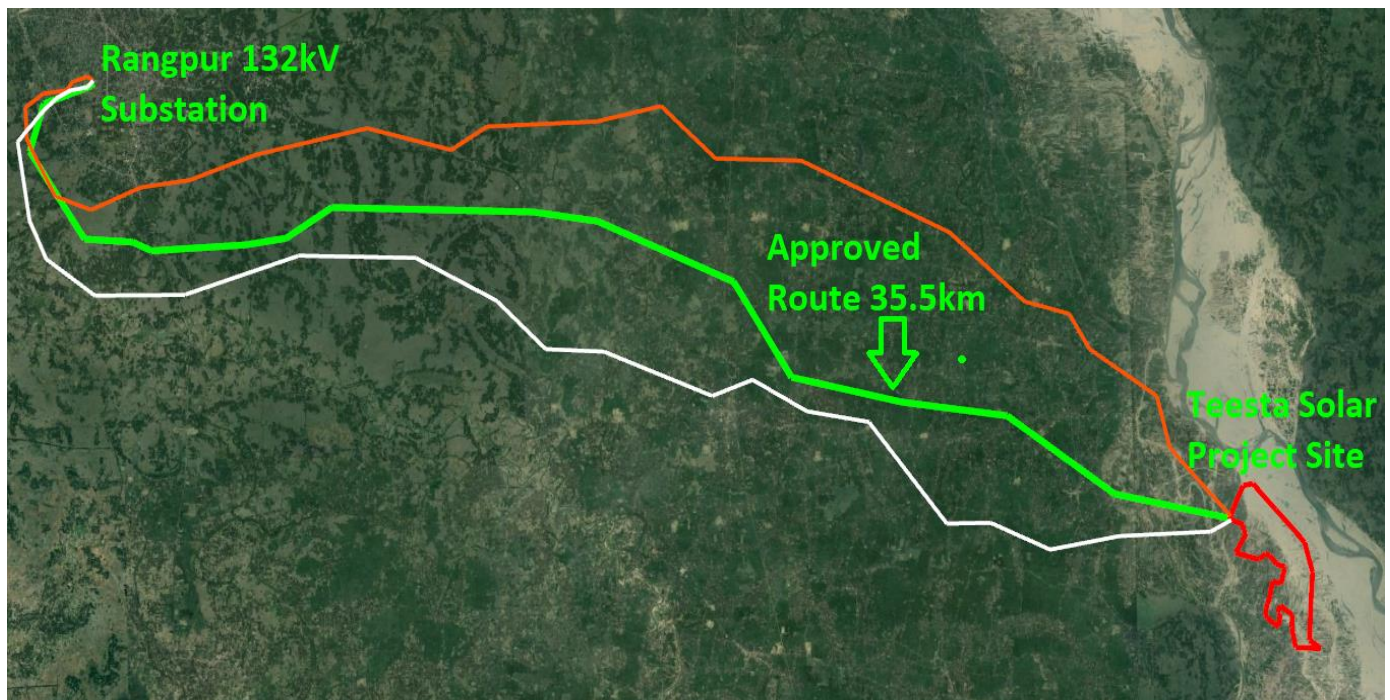


Figure 6: Approved Route of Transmission Line.

Layout Plan

The plant layout was conceived to accommodate project specific requirements: 280 MWp, on 650 acres of land, with elevated module mounting structures in landscape mode so that panels would be placed higher than usual -- 1 meter at the lowest point and 3 meters at the highest point – with sufficient inter row spacing for optimum energy yield and cultivation of suitable agricultural crops.

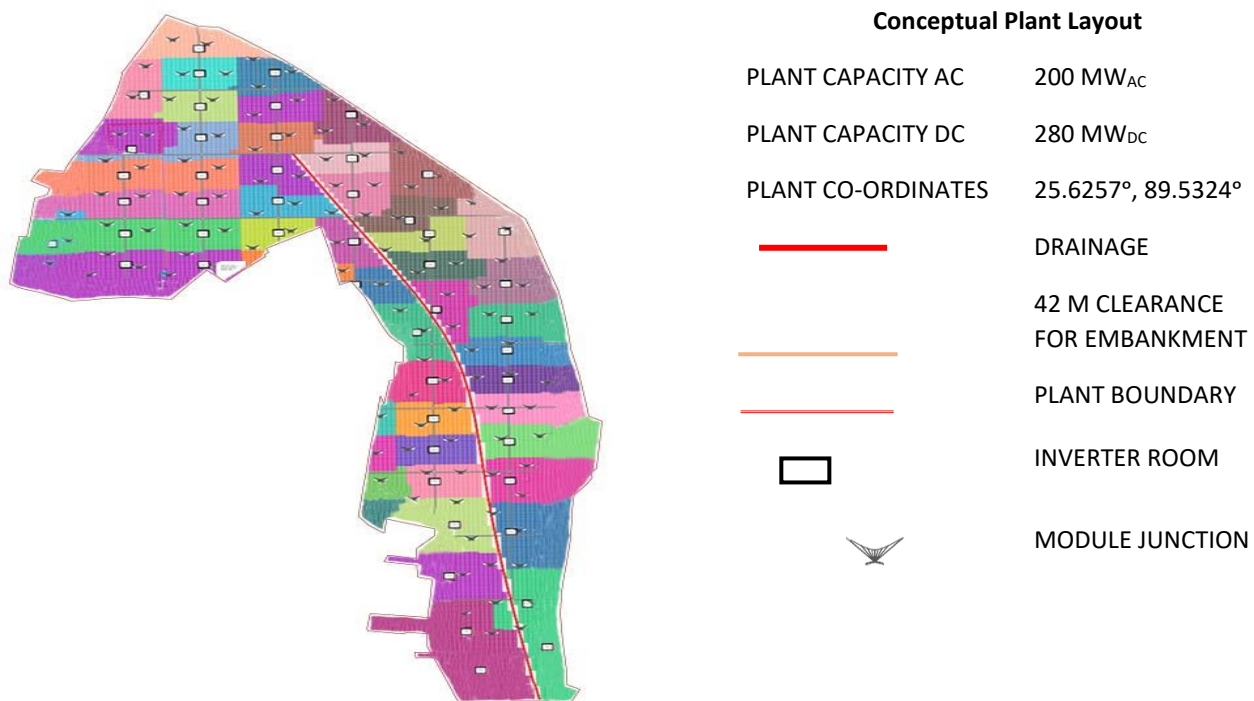


Figure-7

Water Availability

There is ample water available at the site for both the construction and operations period. Water is readily available from underground sources - proximity of the Teesta River to the site indicates bore wells shall have shallow ground water level and may sufficiently fulfill the water requirements of the plant. Water for initial construction requirements can be made available through tankers or via river pumping.

During the operations and maintenance period, HDPE piping network with hydro pneumatic system will be provided for the entire plant so that PV modules may be cleaned with shower spray at a pressure of 5 to 7bar.

According to SEI's simulation results using Meteonorm 7 data, the plant location is in a region that can experience moderate rainfall with considerable showers from April to September, which will prevent this loss. During the remaining months SEI recommends a cleaning frequency of twice per month, which can be easily managed with the planned cleaning system.

For any source of water, TSL will consider the appropriate water quality tests and corresponding treatments for any adverse effect on modules during plant operations.

Construction of Embankment And Fencing

The site is located next to the Teesta river. Originally, the site was on low lying land adjacent to the river and prone to flooding. In order to ready the site for the solar project, site development required embankment to protect the site from flooding from the on-rush of Teesta River during monsoon season.

TSL has completed construction of 2.2 km of an embankment to protect against such flooding - the riverside embankment has a height of 3.5 meters, width of 6.0 meters and total length of 4 km; work is ongoing to complete the balance 1.8 km by end of May 2021. TSL has also started construction of and completed 1.0 km of the internal countryside embankment, which has an average height of 1.0 meter, width of 6.0 meters and total length of 5.5 km.

The design and construction of the embankment was undertaken after consultation with TSL's hydrological engineer and consulting firm, Srijaanee Upodeshta Ltd. After in depth analysis and study of the historical flood data for the area, the consultant provided the design parameters for the riverside embankment and access road. The consultant also conducted on site inspections to ensure construction was performed according to his design.

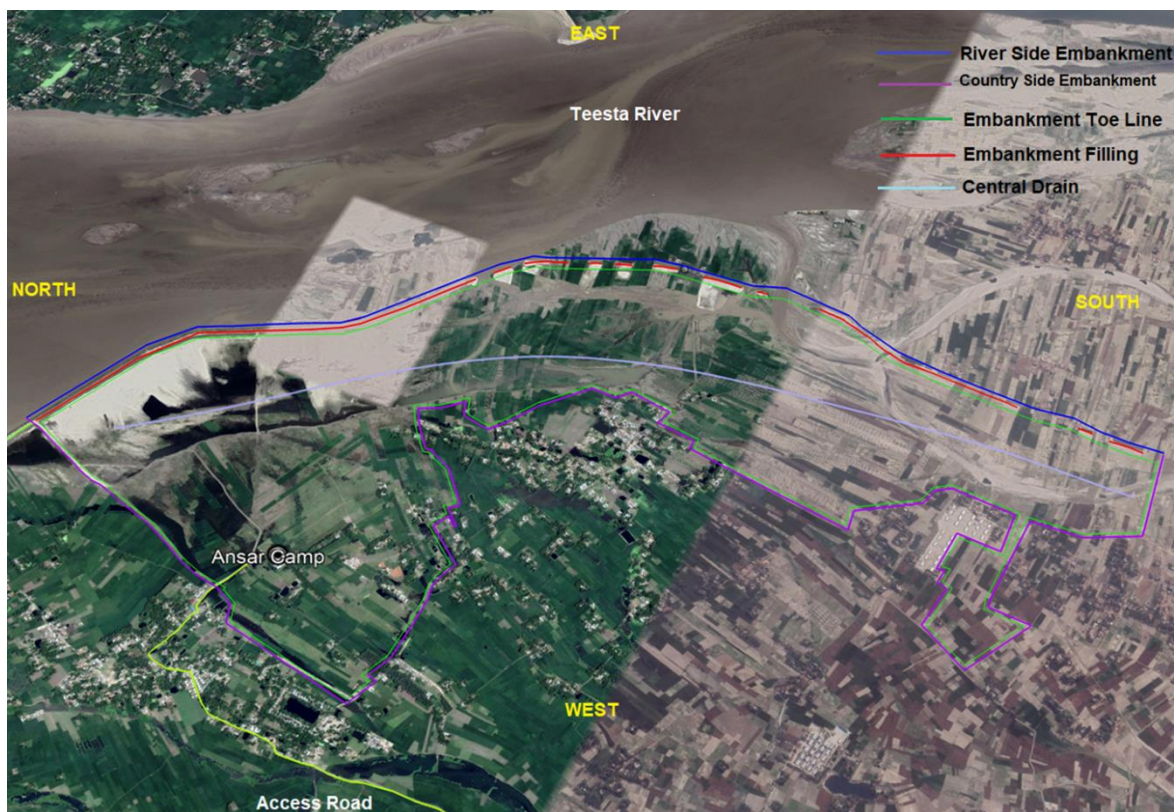


Figure 8: Progress of Work on Embankment



Figure 9: Construction of Embankment.

ENVIRONMENTAL AND SOCIAL AND GENDER BENEFITS

- ✓ The project will increase access to electricity to the north western part of Bangladesh.
- ✓ Project will reduce around 270,187 ton of Green House Gas emissions
- ✓ The land on which the solar field will be established will in certain areas be planted with low growing crops such as onions, garlic and turmeric. This “solar-agricultural” initiative will provide employment and support the local community.
- ✓ Environmental impact will be minimal and only during the construction period. Robust mitigation measures will be employed to minimize if not eliminate implications of fugitive dust emission, nitrogen oxide emission, water pollution and noise pollution.
- ✓ The proposed 200MWAC PV project will have a positive impact on the socioeconomic conditions of the people by providing direct and indirect employment in the proposed project both during construction and operation phases

Environmental Impact

Impacts on Air Environment

There are no emissions from an operating solar power plant, however during the construction phase, fugitive dust emissions and NO_x (Nitrogen Oxides) levels may temporarily increase in the immediate vicinity of construction site due to soil excavation and vehicular movement. Such impacts will be

confined within the construction site. These will be minimized by sprinkling water and proper maintenance of vehicles.

DG Sets may be used during construction stage for back up power. Only department of environment (DOE) approved DG sets with acoustic enclosures/mufflers will be used at the site.

During operation stage, TSL will keep one DG set for use in case of black out. This DG Set will also be DOE approved with acoustic enclosures/mufflers. Chimney of adequate height will be provided with the DG Set.

Impact on Water Environment

During the construction stage, water will be arranged separately for construction purposes, and personal consumption, and temporary toilets will be provided for the employees. The sewage disposal from these temporary toilets shall be appropriately handled considering the proximity of the site to the Teesta River and the likelihood of a low water table to prevent possible contamination of the ground water.

There is no process water requirement for PV Solar Power Plants. However, water is required for cleaning the solar panels to maintain the efficiency of power generation. TSL will clean the panels twice in a month. No wastewater is generated from cleaning of panels, as the spent water replenishes the ground water table.

Noise Pollution

The major sources of noise during the construction phase are vehicular traffic, construction equipment like dozers, scrapers, concrete mixers, DG Sets, pumps, compressors, pneumatic tools, saws, vibrators, etc.

All the equipment will be operated to have the noise level not exceeding 85-90db (A) measured at a distance of 1 m from the equipment. Also, all measures will be taken to limit the noise levels at the plant boundary within the stipulated limits.

Impacts on Land and Ecology

Generally PV Solar facilities require approximately 4 acres of land per MW DC. Teesta, in order to reduce land use is constructing the project with 380 watts monocrystalline PERC panels which reduces the acreage requirement to 2.5 acres per MW DC. Although the cost is higher to use such technology, where land is a highly limited resource, using less land is environmentally sound. As a result, the 200MW_{AC} project will require about 650 acres of land.

In addition to using less land, under the solar development guidelines from the Prime Minister's Office, solar projects required diversified use of land in the form of agricultural cultivation below the panels. The module mounting structure for this project is being elevated to permit low height agricultural plants to be planted under the panels -- indeed the layout design requires the panels to be 1 meter at the lowest point and 3 meters at the highest point. The ground on which the solar facility will be installed will be planted with appropriate crops such as onions, garlic, and low growing crops such as turmeric all of which will be planted under and, between the panels

TSL has already commissioned an agricultural consultant to do a feasibility study to find out the suitable crops which could be cultivated under the proposed solar PV modules considering the ecosystem of the project site. **Impacts on Socio-economic environment**

The proposed 200MW_{AC} PV plant will be erected near Latshal village under Sundarganj upazilla of Gaibandha district in the Rangpur division of Bangladesh. The area is quite rural. The project has already created and will create significant temporary labor opportunities for the local community. Road access has already improved communication for movement of vegetables and crops. The Access Road acts as a natural berm that has allowed land usually flooded to now bare crops year round.

As stated earlier, under the solar development guidelines from the Prime Minister's Office, solar projects required diversified use of land in the form of agricultural cultivation below the panels. As this project was designed with elevated panel to allow for cultivation, this "solar-agricultural" project will have the added benefit of providing employment to local farmers by providing them with work at the solar agricultural farm.

Improvement in Physical Infrastructure

The infrastructure facilities of the nearby area will further develop in terms of public transport, and power supplies. Various infrastructural facilities like metaled roads, communication, electricity, educational and recreational facilities, hospitals, dispensaries, libraries etc. needed for the local society may develop in future due to increased economic activity due to the project.

Improvement in Social Infrastructure

Implementation of the project shall enhance economic growth of the area in general. Cost of land and other properties in the area will increase. The proposed project is expected to contribute towards improvement in quality of life of local people and it shall generate inputs for industrial / economic development in the region.

Following measures will be taken for minimizing the adverse impacts on socio-economic condition and enhancing human interest values:

- Communication with the local community to be institutionalized on regular basis by the project authorities to provide opportunity for mutual discussion.
- Social welfare activities will be undertaken by the project authorities in collaboration with local administration for better co-ordination and timely implementation
- Provision of Ambulance with Doctor and First Aid facilities
- Contract workers and staff shall be provided with Personal Protective Equipment (PPE) and safety gadgets
- Regular awareness programs shall be conducted to create and sustain a safe working culture.
- Rest rooms, canteen and drinking water near the workplace shall be provided for contract workers, transporters etc. Hygienic working conditions shall be maintained at the workplace.

Corporate Social Responsibility

Whenever possible, the developer shall provide infrastructure in neighboring villages. The company is committed to inclusive development and will undertake activities for improvement in education, sanitation and health, livelihood, rural infrastructure and rural sports. It is usually envisaged that

setting up of an industry helps in developing the infrastructure of the locality. The developer is committed to develop the surrounding area in a well-coordinated and balanced manner while safe guarding the environmental and social aspects.

Employment Potential

The proposed project will have a positive impact on the socioeconomic conditions of the people by providing direct and indirect employment in the proposed project both during construction and operation phases. Also the project shall enhance economic growth of the area in general. During the construction and operation periods, project would have significant requirements for masons, plumbers, electricians, carpenters, fitters, welders, security personnel, other miscellaneous services in canteen, plantation, drivers, housekeeping etc. During construction phase, project would employ skilled, semi-skilled and unskilled laborers.

Hazardous Wastes

PV Solar Plants modules are themselves not hazardous, but care should be taken that all Solar PV modules from the plant after their 'end of life' are handled as per applicable e-waste management rules. The only hazardous waste anticipated from the project is used transformer oil. The transformers require oil reOffer after a working cycle of 15 years. The used transformer oil will be supplied to authorized vendors.

Summary of Key Project Documents

Power Purchase Agreements

On October 26, 2017, TSL executed a power purchase agreement with BPDB. Under the terms of the PPA, TSL will receive USD 0.15 / kWh for electricity delivered to BPDB on "no electricity no payment" basis. TSL will submit invoice to BPDB no sooner than seven (7) days after end of month and BPDB within thirty (30) days of such invoice submission date. Payment shall be calculated in United States Dollars at the rate of \$0.15 / kWh, after the amount will be converted to Bangladesh Taka at the official exchange rate prevailing on that date. As payment security, BPDB shall provide a letter of credit in BDT equivalent to USD 8.1 million (equal to 54,020 MWh or two months' projected revenue).

There will be no dispatch limitation (curtailment) from the national load dispatch center until the plant's generation exceeds its dependable capacity (i.e., 200 MWp). TSL has to meet minimum energy requirement which is calculated as the expected energy yield at 84% plant availability, the failure of which to meet will result in penalties to compensate BPDB for amount below 84% availability. In the event of grid outage, BPDB shall compensate TSL for failure to take below 84% of plant availability.

The PPA contains standard assignment of security interests in PPA to lenders.

Implementation Agreement:

In conjunction with the signing of the PPA, TSL also entered into an Implementation Agreement (IA) with both the Ministry of Power, Energy and Mineral Resources (MOPEMR), Government of the People's Republic of Bangladesh (GOB) and Power Grid Company of Bangladesh Limited. Under the

terms of the IA, the GOB through the MOPEMR provides certain assurances to help with the implementation of the Project:

- Corporate tax holiday for upto December 20, 2034;
- Import of solar equipment for the Project free of duties and taxes;
- Import of spare parts for solar plant free of taxes for first twelve years up to 10% of plant value;
- No value added tax on electricity delivered to BPDB;
- Exemptions or authorizations from Bangladesh Bank to allow for (i) conversion of taka to dollar into accounts both local and foreign to meet project transaction requirements, (ii) establishing escrow accounts for lenders both domestically and internationally in both dollars and takas, and (iii) purchase of dollars at local banks to meet project company's foreign currency payment obligations;
- Change of law protections;
- Guarantee of payment obligations under the PPA by BPDB; and
- Certain share transfer restrictions (section no.10.3 of IA)

EPC Contract:

TSL and Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd. are currently negotiating both an offshore and an onshore Engineering, Procurement and Construction contract (EPC), the terms of which have been agreed in principle. The project cost pricing in this feasibility reports reflects the negotiated EPC contract prices.

Technical Consultant and Engineer:

To ensure that the project is designed and executed with technical excellence, TSL has commissioned SgurrEnergy India (SEI) as its technical consultants for the Solar Power Project. They will be acting as TSL's Owner's Engineer during the course of inception, development and implementation of the aforesaid 200MWAC solar PV project. SEI has performed a comprehensive feasibility study for developing the project and focuses on the following key parameters:

- Assessment of site suitability through visit to site and desktop study
- Solar resource assessment
- Assessment of technology options based on the available site area and resource
- Specification requirement of major plant components
- Assessment of an indicative energy yield based on proposed technology options
- High level assessment of the Project's requirements, environmental impact with mitigation measures and risk analysis

O&M Agreements:

The chosen EPC contractor will be responsible for the Operation & Maintenance of the plant for the first 5 years. Thereafter, this can be renewed or an alternate specialized company of repute may be considered to undertake O&M for an appropriate period until local management personnel take over. During O&M contract, awarded company will provide performance ratio guarantees.

11.3.2. Korotoa Solar Limited

Korotoa Solar Limited (KSL), a joint venture between Beximco Power Company Limited, Bangladesh and Jiangsu Zhongtian Technology Co. Ltd. (ZTT), China, for developing a 30MW_{AC} Solar PV Power Plant (referred to as *'the Project'* or *'the Company'*) at Shekhgach, Tetulia, Panchagarh District in the Rangpur Division of Bangladesh. The company has been incorporated on 18th July in 2019. Under the Company Act 1994, vide registration no- C-153500/2019 as a private limited company. KSL has secured the project through a Letter of Intent (LoI) from the Government of Bangladesh on BOO (Build-Own-Operate) basis.

KSL has executed, on 27 January 2020, a Power Purchase Agreement (PPA) with Bangladesh Power Development Board (BPDB) and an Implementation Agreement (IA) with Ministry of Power, Energy and Mineral Resources, Government of the People's Republic of Bangladesh and Power Grid Company of Bangladesh Limited. BPDB shall purchase the electricity from KSL at USD 0.139/kWh for a period of 20 years. IA will serve as the guarantee from the part of the Government.

Sponsors and Shareholding Structure

Sponsors

Beximco Power Company Limited, Bangladesh

A concern of Beximco Group, a leading conglomerate in Bangladesh, has started its operation to contribute to the renewable energy source in Bangladesh. As part of the Bangladesh Government's vision to diversify the energy sources, Beximco Power Company Limited has come forward to help the country's growing demand for the renewable energy requirement.

Jiangsu Zhongtian Technology Co. Limited, China

With decades of experience and a strong positioning in high-tech market segments, ZTT is active in the development, design, production, supply and installation of wide application ranges in telecom, power, new energy, and oil & gas. The company is based in Nantong, Jiangsu, China. Zhongtian Photovoltaic Technology Co. Ltd. (ZTT Solar) is a wholly-owned subsidiary of Jiangsu Zhongtian Technology Co. Ltd. and its registration capital is 100 million RMB.

Board of Directors

Sl.	Name	Position	Date of Becoming the Director
4.	Ajmal Kabir (Nominee of Beximco Power Company Ltd.)	Chairman	18-07-2019
5.	M Rafiqul Islam (Nominee of Beximco Power Company Ltd.)	Managing Director	18-07-2019
6.	Mohammed Shakil Ur Rahman (Nominee of TBEA XinJiang SunOasis Company Ltd.)	Director	18-07-2019

Table- 51

Shareholding Structure

Total paid-up capital of KSL is BDT 10,000,000 which is divided into 1,000,000 shares with face value of BDT 10 per share. Total authorized capital of the KSL is BDT 1,000 million.

SL	Name	Status	Outstanding Shares	% of total outstanding shares
1	BEXIMCO Power Company Limited	Sponsor	800,000	80%
2	Jiangsu Zhongtian	Sponsor	200,000	20%
Total			1,000,000	100%

Table- 52

Commercial Operation Date of the Project

KSL has executed, on 27 January 2020, a Power Purchase Agreement (PPA) with Bangladesh Power Development Board (BPDB) and an Implementation Agreement (IA) with Ministry of Power, Energy and Mineral Resources, Government of the People's Republic of Bangladesh and Power Grid Company of Bangladesh Limited. As per PPA the Required Commercial Operation Date is scheduled as 8 months following the Project Effective Date. Later it has been extended to March 26, 2022. It is expected that the full completion and COD of the solar power plant will be achieved in 18 (Eighteen) Months from date of site mobilization.

Total Project Cost

Particulars	mIn USD	mIn BDT
Land	5.35	454.75
Solar Plant EPC	31.59	2,685.15
Embankment Road & Land Development	6.84	581.40
Transmission Line	1.48	125.80
Switchyard	1.03	87.55
GIS Bay	0.40	34.00
Insurance Payment	0.25	21.25
Consultancy & Other Charges	0.31	26.70
Pre-operating Expenses	0.89	75.57
TOTAL	48.14	4,092.16

Table- 53

Source of Financing the Project

Financing Method: Green-Sukuk 75%, Equity 25%.

Particulars	USD (MIn)	BDT(MIn)
Sukuk Financing (Excluding IPO Expense)	36.11	3,069.10
Equity	12.04	1,022.98

Table- 54

Use of Proceeds from Green-Sukuk Financing from Public Offer

Particulars	BDT (mln)
Solar Plant EPC	671
<i>Machinery & Equipment Supply</i>	546.64
<i>Civil Works including supply</i>	38.23
<i>Erection, Testing & Commissioning</i>	86.32
Switchyard	21.88
Transmission Line	31.42
AIS Bay	8.50
Land Development	19.13
Consultancy & Other Charges	6.68
Pre-Operating Expenses	8.50
Sub-Total	767.29
IPO Expense	13.98
Total	781.27

Table- 55

Purpose of Fund

To set up a 30MW_{AC} Solar Power Plant on Build Own and Operate (BOO) basis. The fund will be utilized for the following purpose.

- For EPC payment, Onshore Services and Offshore Supply of Equipment
- For construction of civil structures including roads and financial expenses
- For other related expenses

Breakdown of Equity Financing (Utilized Partially)

Particulars	USD (mln)	BDT(mln)
Land	2.55	216.87
Land Development	3.53	300.00
Pre-operational Expenses	0.25	21.47
Total	6.33	538.34

Table- 56

CONSTRUCTION SCHEDULE OF THE PROJECT

Total project cost for the 30MW_{AC} solar power plant is expected to be USD 48.14 million (BDT 4,092.16 mln). Below table refers the detailed break-down of the project cost.

Particulars	mln USD	mln BDT
Land	5.35	454.75

Solar Plant EPC	31.59	2,685.15
Embankment Road & Land Development	6.84	581.40
Transmission Line	1.48	125.80
Switchyard	1.03	87.55
GIS Bay	0.40	34.00
Insurance Payment	0.25	21.25
Consultancy & Other Charges	0.31	26.70
Pre-operating Expenses	0.89	75.57
TOTAL	48.14	4,092.16

Table- 57

Total project cost is expected to be USD 48.143 million (BDT 4,092.16 mln). Project equity comprises USD 12.036 million (BDT 1,023.06 mln) consisting of both land and non-land portions of the expenditure, which is 25% of the total project cost. USD 36.107 million (BDT 3,069.10 mln) constitutes the balance 75% of the project cost which will be financed by the lenders.

Tariff Rate

BPDB shall pay to KSL USD 0.1390 per KWh on on Electricity No Payment Basis (Schedule-3 of PPA) for Net Energy Output of Electricity in each month (Section-13 of PPA).

Project Assumptions

Key project assumptions excluding finance service have been in order to prepare the pro forma model to assess financial viability of the project. The project under the PPA is capable of delivering 30 MW AC of power to the grid. After careful analysis based on PVSyst, project cost and limitations on land availability, the DC to AC ratio (Pnom Ratio) was agreed to be 1.5 resulting in 45 MW dc. Based on the above 1.5 ratio, the project will have a capacity utilization factor (CUF) of 15.7%. As a result the first year P90 generation based on Meteonorm 7 is projected to equal 61.889 MWh. Annual degradation is 0.079%. Operation and Maintenance costs ranges in the year 1 to 5 from BDT 20.22 million (USD 0.237 million) to BDT 23.17 million (USD 0.273 million) per year, from year 6 yearly inflation of 2.5% has been considered. The table below summarizes the assumptions:

	1 Y	2 Y	3 Y	4 Y	5 Y	6 Y	7 Y	8 Y	9 Y	10 Y	11 Y	12 Y	13 Y	14 Y	15 Y	16 Y	17 Y	18 Y	19 Y	20 Y
O&M Expenses, usd mkn. (First 5 year, as per agreeme	20.22	20.79	21.38	21.98	22.60															
O&M Expense acceleration rate for last 15 years						2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Administrative Expenses	2.732																			
Administrative Expenses Acceleration Rate		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Revenue from other sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tariff of the Project (BDT/KWh)	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82	11.82
Declared CUF of the Project - P90	15.7%																			
Project Capacity (AC) MWh	30																			
Project Capacity (DC) MWh	45																			
OPEX (Major Maintenance)											17.0	17.0	17.0							
Annual Energy Generation (KWh)	61889,400																			
Performance of PV Moddules	100%									96%										92%
Adjusted Performance Module	15.7%	15.6%	15.5%	15.5%	15.4%	15.3%	15.2%	15.2%	15.1%	15.1%	15.0%	14.9%	14.9%	14.8%	14.7%	14.7%	14.6%	14.5%	14.4%	14.4%
Arrangement Fee	0.0%																			
Bank Charge & Fee	-																			
Corporate Tax Rate	-	-	-	-	-	-	-	-	-	-	-	-	-	35%	35%	35%	35%	35%	35%	35%
Salvage value of the Project (BDT)	682,125,000																			

Table- 58

Projected Income Statement

Based on current assumptions of project expenses and debt service, the project is expected to generate gross revenue from sale of energy in the first year of operation in the amount of BDT 731.2 million (USD 8.6 million), and subject to predicted PV panel rate of degradation, this annual revenue shall decrease every year by approximately 0.5%.

Annual operating expenditure shall be BDT 20.22 million (USD 0.238 million) for the first year which includes both O&M and administrative cost. With an escalation, rate of 2.5% per annum from year 6th to 20th for inflation for the Administrative/management fee expenses and escalation of 2.5% per annum from 2nd year to 20th year for replacement of solar panels and inverter expenses, project total expenses become BDT 637.25 million (USD 7.49 million). EBPPDA shall range from BDT 708 million (USD 8.33 million) in the first year to BDT 636 million (USD 7.48 million) in the twentieth year.

After Depreciation (calculated straight-line for a period of 20 years) and pre-tax profit equals BDT 523.5 million (USD 6.16 million) for the fifth year; BDT 459.6 million (USD 5.40 million) in year thirteen, the before expiration of the tax holiday up to December 20, 2034. Because of the corporate tax holiday upto December 31, 2034, pretax and after tax profit remain the same until Decemebr 31, 2034.

BDT mln.

	1 Y	2 Y	3 Y	4 Y	5 Y	6 Y	7 Y	8 Y	9 Y	10 Y	11 Y	12 Y	13 Y	14 Y	15 Y	16 Y	17 Y	18 Y	19 Y	20 Y
Yearly CUF	15.7%	15.6%	15.5%	15.5%	15.4%	15.3%	15.2%	15.2%	15.1%	15.1%	15.0%	14.9%	14.9%	14.8%	14.7%	14.7%	14.6%	14.5%	14.4%	14.4%
Annual Energy Generation in mn. Units	61.889	62	61	61	61	60	60	60	59	59.414	59	59	59	58	58	58	57	57	57	56.938
Revenue from sell of energy in BDT mn.	731.2	727.6	723.9	720.3	716.6	712.9	709.3	705.6	702.0	702.0	698.7	695.5	692.2	689.0	685.7	682.5	679.2	676.0	672.7	672.7
Revenue from other sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	731.2	727.6	723.9	720.3	716.6	712.9	709.3	705.6	702.0	702.0	698.7	695.5	692.2	689.0	685.7	682.5	679.2	676.0	672.7	672.7
Operating Expenditure																				
O&M Expenses	20.22	20.79	21.38	21.98	22.60	23.17	23.74	24.34	24.95	25.57	26.21	26.86	27.54	28.22	28.93	29.65	30.40	31.16	31.93	32.73
Administrtor Charges	2.73	2.73	2.73	2.73	2.73	2.80	2.87	2.94	3.02	3.09	3.17	3.25	3.33	3.41	3.50	3.58	3.67	3.77	3.86	3.96
OPEX (Major Maintenance)	-	-	-	-	-	-	-	-	-	-	17.00	17.00	17.00	-	-	-	-	-	-	-
Total Expenses	22.95	23.52	24.11	24.71	25.33	25.97	26.61	27.28	27.96	28.66	46.38	47.11	47.87	31.64	32.43	33.24	34.07	34.92	35.79	36.69
EBPPDA	708	704	700	696	691	687	683	678	674	673	652	648	644	657	653	649	645	641	637	636
Less:Depreciation	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80	184.80
EBPT	523	519	515	511	506	502	498	494	489	489	468	464	460	473	468	464	460	456	452	451
Less Periodic Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Bank Fee & Charge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Arrangement Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Profit Before Tax (PBT)	523.5	519.24	515.00	510.74	506.5	502.2	497.9	493.6	489.2	488.5	467.5	463.6	459.6	472.5	468.5	464.4	460.4	456.3	452.1	451.2
Corporate tax	-	-	-	-	-	-	-	-	-	-	-	-	-	165.4	164.0	162.6	161.1	159.7	158.2	157.9
Profit after Tax	523.5	519.2	515.0	510.7	506.5	502.2	497.9	493.6	489.2	488.5	467.5	463.6	459.6	307.1	304.5	301.9	299.2	296.6	293.9	293.3

Table- 59

Projected Income Statement of KSL

Disclaimer of Projections: The financial projections provided herein above are estimates only based on assumptions concerning anticipated results of operations. There may be changes in the debt and capital structure as well as business conditions and circumstances. These assumptions may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized.

Projected Cash Flow Statement

The Project cash flow statement demonstrates a robust project with an excellent cash income profile. During the first year of operation, the Project produces BDT 708.3 million (USD 8.33 million). In year 5, the Project posts a total cash amount of BDT 3,498.9 million (USD 41.16 million). Even after payment of taxes in years 14 through 20, the Project produces approximately BDT 484.3 million (USD 5.70 million) per year.

BDT mln

	1Y	2Y	3Y	4Y	5Y	6Y	7Y	8Y	9Y	10Y	11Y	12Y	13Y	14Y	15Y	16Y	17Y	18Y	19Y	20Y
Cash Flow From Operating Activities	708.3	704.0	699.8	695.5	691.3	687.0	682.7	678.4	674.0	673.3	652.3	648.4	644.4	657.3	653.3	649.2	645.2	641.1	636.9	636.0
Net Profit	523.5	519.2	515.0	510.7	506.5	502.2	497.9	493.6	489.2	488.5	467.5	463.6	459.6	307.1	304.5	301.9	299.2	296.6	293.9	293.3
Add: Depreciation	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8	184.8
Net Cash Flow from Operation Activ	708.3	704.0	699.8	695.5	691.3	687.0	682.7	678.4	674.0	673.3	652.3	648.4	644.4	491.9	489.3	486.7	484.0	481.4	478.7	478.1
Cash Flow from Investing Activities																				
Capital Expenditure																				
Other Investment																				
Net Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow From Financing Activities																				
Increase/(decrease) Borrowing																				
New Share Issue																				
Share Money Deposit																				
Net Cashflow from Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Surplus/(Deficit)	708.3	704.0	699.8	695.5	691.3	687.0	682.7	678.4	674.0	673.3	652.3	648.4	644.4	491.9	489.3	486.7	484.0	481.4	478.7	478.1
Beginning Cash Balance	-	708.3	1,412.3	2,112.1	2,807.7	3,498.9	4,185.9	4,868.6	5,546.9	6,220.9	6,894.2	7,546.6	8,195.0	8,839.3	9,331.3	9,820.6	10,307.3	10,791.3	11,272.7	11,751.4
Ending Cash Balance	708.3	1,412.3	2,112.1	2,807.7	3,498.9	4,185.9	4,868.6	5,546.9	6,220.9	6,894.2	7,546.6	8,195.0	8,839.3	9,331.3	9,820.6	10,307.3	10,791.3	11,272.7	11,751.4	12,229.5

Table- 60

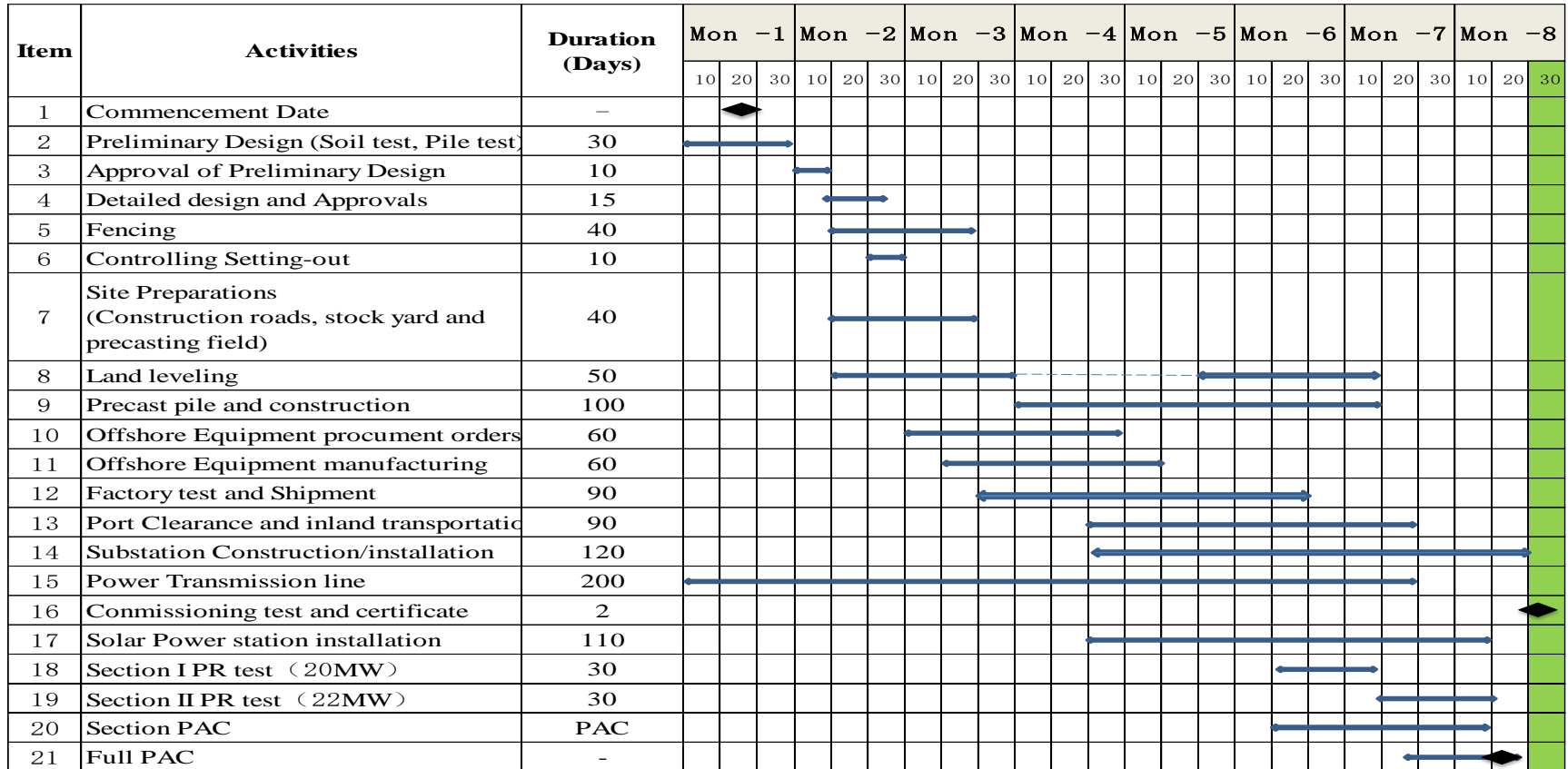
Projected Cash Flow Statement of KSL

Disclaimer of Projections: The financial projections provided herein above are estimates only based on assumptions concerning anticipated results of operations. There may be changes in the debt and capital structure as well as business conditions and circumstances. These assumptions may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized.

Project Implementation Schedule

It is expected that the full completion of the solar power plant will be completed in 8 months' time. Detail implementation schedule of the proposed project is given below. Both KSL and SEI believe that the schedule is reasonable and achievable in accordance with solar construction industry norms.

Figure 10: Project Implementation Schedule



PROJECT CONSTRUCTION PROCESS

Electricity at Site and Evacuation Facilities

Power requirement during project construction will be catered from an 11kv distribution line provided by the Bangladesh Rural Electrification Board. Back up power will be made available from diesel generator sets.

Power from the PV plant shall be evacuated at the Panchagarh substation via a 132kv transmission line 12.0 km in length from the site switchyard to the substation. The evacuation of the 30MW_{AC} plant shall be at 132kV level substation to be developed within the plant premises. The output from all the 33kV modular blocks will be combined at this pooling substation. The 30MW_{AC} will be fed to the 132kV transmission line through 132kV outdoor air-insulated substation (AIS). The power generated by the plant shall be evacuated to the 132 /33kV Panchagarh utility substation via a single circuit transmission line. Point of interconnection and performance monitoring shall remain at the 132kV substation.

KSL has completed the feasibility study for the 12 km 132 kV transmission line that connects the Project to the Panchagarh substation, having received the approvals for the design of the transmission line, having performed the soil investigation for all the tower foundations and having started mobilization for the piling works. Construction of transmission line is expected to be completed in parallel with solar plant construction to meet Commercial Operations Date (COD) deadline.

KSL is in the process of completing the Interconnection Grid Impact Study by Sher Engineering, an international consultant who is acceptable to PGCB.

Energy metering for revenue will be done using an availability bases tariff (ABT) meter that will be provided within the 132kV switchyard to be located in the plant premises. Therefore, transmission losses are on account of PGCB.

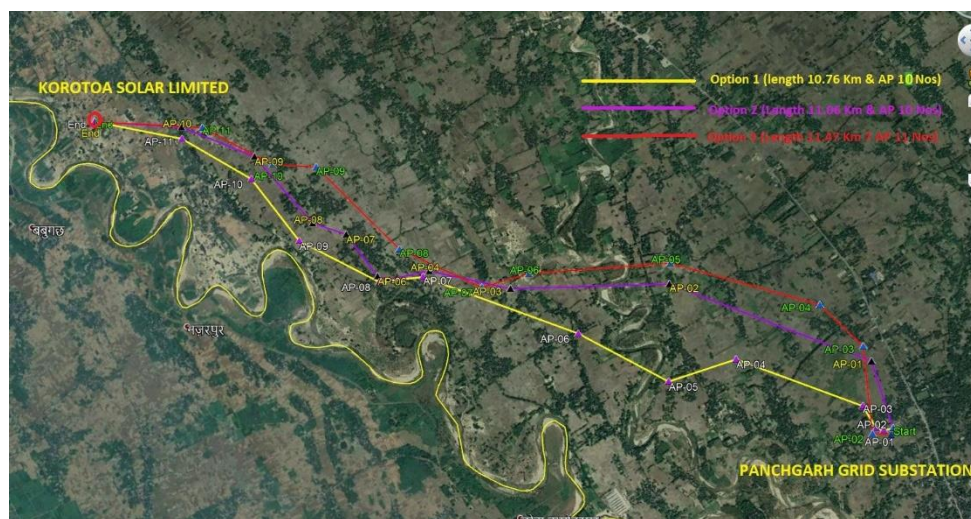


Figure 11: Proposed Route of Transmission Line.

Layout Plan

The plant layout was conceived to accommodate project specific requirements. 30 MWp, on 130 acres of land with elevated module mounting structures in landscape mode so that panels would be placed higher than usual -- 1 meter at the lowest point and 3 meters at the highest point – with sufficient inter row spacing for optimum energy yield and cultivation of suitable agricultural crops.



Figure 12: KSL's Layout Plan

Water Availability

There is ample water available at the site for both the construction and operations period. Water is readily available from underground sources - proximity of the Mahananda River to the site indicates bore wells shall have shallow ground water level and may sufficiently fulfill the water requirements of the plant. Water for initial construction requirements can be made available through tankers or via river pumping.

During the operations and maintenance period, HDPE piping network with hydro pneumatic system will be provided for the entire plant so that PV modules may be cleaned with shower spray at a pressure of 5 to 7bar.

According to SEI's simulation results using Meteonorm 7 data, the plant location is in a region that can experience moderate rainfall with considerable showers from April to September, which will prevent this

loss. During the remaining months SEI recommends a cleaning frequency of twice per month, which can be easily managed with the planned cleaning system.

For any source of water, KSL will consider the appropriate water quality tests and corresponding treatments for any adverse effect on modules during plant operations.

Access Road

Project site is located almost 40km from the city of Panchagarh and easily accessible via the Panchagarh - Banglabandha road. The site was located next to the Mahananda River and there is direct road access to the Project Site.

Site Assessment

The proposed 30MW_{AC} solar PV plant is expected to encompass an area of approximately 130 acres of land. A 6 m wide all weather motor able road which is part of the regional highway, provides access to the Project site. Most of the land is fairly flat with sudden dips at few locations which are being filled and levelled. There is no risk of flooding of the area, as the land is sufficiently high and well protected by the road which acts as an embankment. Concrete piles will be used to counter the high saturation of the soil caused by the rainfall profile of the area and its proximity to the river. This will increase the load bearing capacity of the soil and better accommodate the structures designed for submerged soil conditions.

Power from the 30MW_{AC} PV plant shall be evacuated to the 132/33kV Panchagarh substation at a distance of 11 km via an interconnection transmission line.

Socio-Economic Benefit

The proposed 30MW_{AC} PV project will have a positive impact on the socioeconomic conditions of the people by providing direct and indirect employment in the proposed project both during construction and operation phases.

In addition, the project shall enhance economic growth of the area in general. During the construction and operation periods, project would have significant requirements for masons, plumbers, electricians, carpenters, fitters, welders, security personnel, other miscellaneous services in canteen, plantation, drivers, housekeeping etc. During construction phase, project would employ skilled, semi-skilled and unskilled laborers.

As stated earlier, under the solar development guidelines from the Prime Minister's Office, solar projects required diversified use of land in the form of agricultural cultivation below the panels. As this project was designed with elevated panel to allow for cultivation, this "solar-agricultural" project will have the added benefit of providing employment to local farmers by providing them with work at the solar agricultural farm.

Implementation of the project shall enhance economic growth of the area in general. Cost of land and other properties in the area will increase. The proposed project is expected to contribute towards improvement in quality of life of local people and it shall generate inputs for industrial / economic development in the region.

Following measures will be taken for minimizing the adverse impacts on socio-economic condition and enhancing human interest values:

- Communication with the local community to be institutionalized on regular basis by the project authorities to provide opportunity for mutual discussion.
- Social welfare activities will be undertaken by the project authorities in collaboration with local administration for better co-ordination and timely implementation
- Provision of Ambulance with Doctor and First Aid facilities
- Contract workers and staff shall be provided with Personal Protective Equipment (PPE)
- And safety gadgets
- Regular awareness programs shall be conducted to create and sustain a safe working culture.
- Rest rooms, canteen and drinking water near the workplace shall be provided for contract workers, transporters etc. Hygienic working conditions shall be maintained at the workplace.

Environmental Impact

Impacts on Air Environment

There are no emissions from an operating solar power plant, however during the construction phase, fugitive dust emissions and NO_x (Nitrogen Oxides) levels may temporarily increase in the immediate vicinity of construction site due to soil excavation and vehicular movement. Such impacts will be confined within the construction site. These will be minimized by sprinkling water and proper maintenance of vehicles.

DG Sets may be used during construction stage for back up power. Only department of environment (DOE) approved DG sets with acoustic enclosures/mufflers will be used at the site. During operation stage, KSL will keep one DG set for use in case of black out. This DG Set will also be DOE approved with acoustic enclosures/mufflers. Chimney of adequate height will be provided with the DG Set.

Impact on Water Environment

During the construction stage, water will be arranged separately for construction purposes, and personal consumption, and temporary toilets will be provided for the employees. The sewage disposal from these temporary toilets shall be appropriately handled considering the proximity of the site to the Korotoa River and the likelihood of a low water table to prevent possible contamination of the ground water.

There is no process water requirement for PV Solar Power Plants. However, water is required for cleaning the solar panels to maintain the efficiency of power generation. KSL will clean the panels twice in a month. No wastewater is generated from cleaning of panels, as the spent water replenishes the ground water table.

Noise Pollution

The major sources of noise during the construction phase are vehicular traffic, construction equipment like dozers, scrapers, concrete mixers, DG Sets, pumps, compressors, pneumatic tools, saws, vibrators, etc.

All the equipment will be operated to have the noise level not exceeding 85-90db (A) measured at a distance of 1 m from the equipment. Also, all measures will be taken to limit the noise levels at the plant boundary within the stipulated limits.

Impacts on Land and Ecology

Generally PV Solar facilities require approximately 4 acres of land per MW DC. Korotoa, in order to reduce land use is constructing the project with 410+ watts monocrystalline PERC panels which reduces the acreage requirement to 3 acres per MW DC. Although the cost is higher to use such technology, where land is a highly limited resource, using less land is environmentally sound. As a result, the 30MW_{ac} project will require about 130 acres of land.

In addition to using less land, under the solar development guidelines from the Prime Minister's Office, solar projects required diversified use of land in the form of agricultural cultivation below the panels. The module mounting structure for this project is being elevated to permit low height agricultural plants to be planted under the panels -- indeed the layout design requires the panels to be 1 meter at the lowest point and 3 meters at the highest point. The ground on which the solar facility will be installed will be planted with appropriate crops such as onions, garlic, and low growing crops such as turmeric all of which will be planted under and, between the panels.

KSL has already commissioned an agricultural consultant to do a feasibility study to find out the suitable crops which could be cultivated under the proposed solar PV modules considering the ecosystem of the project site.

Improvement in Physical Infrastructure

The infrastructure facilities of the nearby area will further develop in terms of public transport, and power supplies. Various infrastructural facilities like metaled roads, communication, electricity, educational and recreational facilities, hospitals, dispensaries, libraries etc. needed for the local society may develop in future due to increased economic activity due to the project.

Hazardous Wastes

PV Solar Plants modules are themselves not hazardous, but care should be taken that all Solar PV modules from the plant after their 'end of life' are handled as per applicable e-waste management rules. The only hazardous waste anticipated from the project is used transformer oil. The transformers require oil reOffer after a working cycle of 15 years. The used transformer oil will be supplied to authorized vendors.

SUMMARY OF KEY PROJECT DOCUMENTS

Power Purchase Agreement

KSL has been issued with a Letter of Intent (LoI) by BPDB to develop the project. The company has executed a Power Purchase Agreement (PPA) with BPDB on 27 January 2020. Under the terms of the PPA, KSL will receive USD 0.139/kWh for electricity delivered to BPDB on “no electricity no payment” basis for a period of 20 years. KSL will submit invoice to BPDB no sooner than seven (7) days after end of month and BPDB within thirty (30) days of such invoice submission date. Payment shall be calculated in United States Dollars at the rate of \$0.139/kWh, after the amount will be converted to Bangladesh Taka at the official exchange rate prevailing on that date. As payment security, BPDB shall provide a letter of credit in BDT equivalent to USD 1.401 million (equal to 10.082 MWh or two months’ projected revenue).

There will be no dispatch limitation (curtailment) from the national load dispatch center until the plant’s generation exceeds its dependable capacity (i.e., 30 MWp). KSL has to meet minimum energy requirement that is calculated as the expected energy yield at 84% plant availability, the failure of which to meet will result in penalties to compensate BPDB for amount below 84% availability. In the event of grid outage, BPDB shall compensate KSL for failure to take below 84% of plant availability.

The term of the PPA will be twenty (20) years. Commercial Operations Date will be scheduled as per the term of PPA. Failure to meet COD will result in liquidated damages in the amount of 1,500 per day. In addition, BPDB shall have right to terminate the PPA for failure to timely meet COD.

Implementation Agreement

In conjunction with the signing of the PPA, KSL has also executed an Implementation Agreement (IA) to both the Ministry of Power, Energy and Mineral Resources (MOPEMR), Government of the People’s Republic of Bangladesh (GOB) and Power Grid Company of Bangladesh Limited. Under the general terms of the IA, the GOB through the MOPEMR supposed to provides certain assurances to help with the implementation of the Project:

- Corporate tax holiday upto December 20, 2034 from COD;
- Import of solar equipment for the Project free of duties and taxes;
- Import of spare parts for solar plant free of taxes for first twelve years up to 10% of plant value;
- No value added tax on electricity delivered to BPDB;
- Exemptions or authorizations from Bangladesh Bank to allow for (i) conversion of taka to dollar into accounts both local and foreign to meet project transaction requirements, (ii) establishing escrow accounts for lenders both domestically and internationally in both dollars and takas, and (iii) purchase of dollars at local banks to meet project company’s foreign currency payment obligations;
- Change of law protections;
- Guarantee of payment obligations under the PPA by BPDB; and
- Certain share transfer restrictions

EPC Contracts

KSL and Consortium of Rays Power Infra Pvt. Ltd. and Zetwerk Business Manufacturing Pvt. Ltd., India are currently negotiating both an offshore and an onshore Engineering, Procurement and Construction

contract (EPC), the terms of which have been agreed in principle. The project cost pricing in this feasibility reports reflects the negotiated EPC contract prices.

Technical Consultant & Engineer: SgurrEnergy India

To ensure that the project is designed and executed with technical excellence, KSL has commissioned SgurrEnergy India (SEI) as its technical consultants for the Solar Power Project. SgurrEnergy, a concern of Wood Group, is a leading clean energy services provides engineering and technical advisory solutions in onshore and offshore wind, solar, wave and tidal and hydro projects. They have successfully provided expertise and experience of renewable energy in support of many Solar PV engineering and due diligence projects. These projects have been either in direct support of the developers and owners, or on behalf of lenders and investors.

They will be acting as KSL's Owner's Engineer during the course of inception, development and implementation of the aforesaid 30MW_{AC} solar PV project. SEI has performed a comprehensive feasibility study for developing the project and focuses on the following key parameters.

- Assessment of site suitability through visit to site and desktop study
- Solar resource assessment
- Assessment of technology options based on the available site area and resource
- Specification requirement of major plant components
- Assessment of an indicative energy yield based on proposed technology options
- High level assessment of the Project's requirements, environmental impact with mitigation measures and risk analysis

Upon completing the detailed feasibility study of the aforesaid 30MW_{AC} Solar Power Project, they advised KSL to go ahead in implementing the Project.

Operation and Maintenance Agreements

KSL will award an operation and maintenance contractor to a renowned technical company. The company will undertake O&M for an appropriate period until local management personnel take over. During O&M contract, MSPL will provide performance guarantees for amount of energy produced.

11.3.3. Why the Solar Projects are Green

The Solar Projects (TSL & KSL) in which the sukuk fund will be utilized are under “**Renewable Category**” as per Schedule E (Rule 4(3)(d)(ii)) complying the category mentioned in Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021. Solar energy is regarded as green because it uses a natural resource that can't run out and has almost no negative impact on the environment. It merely uses energy from the sun, which is the most abundant source of energy on the planet.

The following points are important to note:

Zero emissions of harmful gas

The production and consumption process of solar energy does not cause any carbon emissions. Solar panels do not cause air pollution and thus considered safe for use everywhere. But the traditional energy sources of fossil fuels like coal, natural gas and crude oil, by comparison, produce massive amounts of carbon emissions and pollutants and contribute hugely to climate change, respiratory problems, pollution and increase the amount of harmful Green House Gases in the atmosphere.

Renewable and Sustainable supply

Solar panels will continue to generate energy from sun contact. Of course, this is as long as these are kept functional. In addition, the sun is a renewable energy source. As such it will continue to provide electrical energy indefinitely.

However, other sources of energy not only does fossil fuel extraction and harm the planet, but also these resources are dwindling fast and cannot be renewed.

Low transportation impact

Sun light is available almost everywhere. Therefore, for solar panels to produce energy, there is no need for fuel or any other substances to be transported on regular basis. The one-time process of transporting solar panels to their places of installation consumes energy. Beyond this, users never have to burn fossil fuels in the process of transporting solar energy.

According to EPA (USA), transportation contributes about 29% of the greenhouse gas emissions every year. These emissions are as a result of burning fossil fuels like gasoline and diesel. Energy companies and retailers burn fuel in transporting oil to refineries.

Positive Key Impact on Climate change

Both of the projects are well planned to complement the Government of Bangladesh's initiative to tackle the climate change. Once implemented, projects of these scale in Bangladesh will pave the way for introducing more and more diversified renewable energy sources in Bangladesh. It will eventually decrease the pressure on liquid fuel and coal based power plants in the long run.

Teesta Solar Limited (200MW –AC) will have the following direct benefits in terms of reversing the effects of climate change-

- Substitution of Fossil Fuel - 31,356 ton/yr
- Substitution of Standard Coal - 125,577 ton/yr
- CO2 Reduction - 292,893 ton/yr
- Ash Reduction - 10,434 ton/yr
- SO2 Reduction - 66,926 ton/yr
- Equivalent to saving of trees – 305,096 nos./yr

Korotoa Solar Limited (30MW –AC) will have the following direct benefits in terms of reversing the effects of climate change-

- Substitution of Fossil Fuel – 4,705 ton/yr
- Substitution of Standard Coal – 18,838 ton/yr
- CO2 Reduction – 43,934 ton/yr
- Ash Reduction - 1,565 ton/yr
- SO2 Reduction – 10,039 ton/yr
- Equivalent to saving of trees – 45,765 nos./yr

11.3.4. Textile Division

The principal business activities include investment operation, agency and trading in other commodities, producing, manufacturing and marketing of yarn that are consumed by weaving mills of Bangladesh including its own weaving mills, producing and marketing of high quality fabric, that are eventually consumed by the export oriented garments industries of Bangladesh including the garments factories of Beximco Group.

Major Clients of Textiles & Apparel Division



Global Footprint





Production Capacity of textiles division

Category	Capacity per month
Yarn Spinning	1500 tons
Woven Fabric	3.5 Million yds
Denim Fabric	5 Million yds
Knit Fabric	900 tons
Apparel Capacities	
Product (Men's + Women's + Kid's)	Capacity (in pcs / month)
Dress Shirts	2,000,000
Casual Shirts	600,000
Knits	4,000,000
Bottoms (chinos / 5 pockets)	3,000,000
Soft lightweight outerwear (cotton based)	500,000
Washing Capacities	
Category	Capacity per month
Denim	2.5 Million
Garment Dyeing	2.0 Million

Table- 61

Expansion of Textile Division:

Units	Existing Capacity per month	Expected Capacity after expansion per month
Washing Unit	3.75 million pcs/month	This is existing capacity after expansion as all the machines have already been received.
Denim Unit	1.00 million mtrs	4.50 million mtrs
Spinning Unit	3.6 million lbs	5.54 million lbs

Table- 62

Utilization of Proceeds of Sukuk Fund for Textile Division under Public Offer:

Particulars	BDT(mln)
Machineries to be ordered	2,008.52
Sub-Total	2,008.52
IPO Expense	36.61
Total	2,045.13

Table-63

Projected Financial Scenario of Beximco Limited in next five years

Projected Financial Scenario in case of Bullet Payment:

Bangladesh Export Import Co Ltd.					
FORECAST 2021-2022 To 2026					
Particulars	30-06-2022	30-06-2023	31-06-2024	30-06-2025	30-06-2026
	(All figures in Crores)				
Total Assets	17,599.16	17,647.55	18,428.95	19,737.87	20,719.79
Issued Share Capital	878.32	878.32	878.32	878.32	878.32
Capital Reserves	3,574.32	3,574.32	3,574.32	3,574.32	3,574.32
Retained Earnings	2,682.44	3,867.95	5,244.93	6,839.77	8,799.62
Total Liabilities	10,464.08	9,326.96	8,731.38	8,445.46	7,467.53
Loans	4,605.24	3,560.42	2,413.38	1,475.18	983.60
Sukuk Fund	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Preferential Interest Payable	33.00	48.00	63.00	63.00	63.00
Total Equity & Liabilities	17,599.16	17,647.55	18,428.95	19,737.87	20,719.79
Total Equity	7,135.08	8,320.59	9,697.57	11,292.41	13,252.26
Revenue	6,302.14	7,499.62	8,189.57	8,948.53	9,784.73
Financial Expenses	834.09	668.49	609.33	535.18	461.03
Net Profit after Tax	748.87	1,449.00	1,640.48	1,858.34	2,223.34
Cash Flows from Operating Activities	2,634.75	1,880.56	3,180.01	3,149.31	1,613.92
Cash Flows from Investing Activities	(418.59)	(569.71)	(1,768.00)	(1,942.47)	(854.61)
Cash Flows from Financing Activities	(2,218.61)	(1,308.32)	(1,410.54)	(1,201.70)	(755.08)
Debt Equity Ratio	52 : 48	45 : 55	36 : 64	29 : 71	24 : 76
Debt Service Coverage Ratio	1.33	1.92	2.20	3.60	2.13
Net Asset Value (NAV)/per Share (in BDT)	81.24	94.73	110.41	128.57	150.88
EPS	8.53	16.50	18.68	21.16	25.31

Table-64

Disclaimer of Projections: The financial projections provided herein above are estimates only based on assumptions concerning anticipated results of operations. There may be changes in the debt and capital structure as well as business conditions and circumstances. These assumptions may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized.

Projected Financial Scenario in case of Full Conversion:

Bangladesh Export Import Co Ltd.	
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Particulars	FORECAST 2021-2022 To 2026					
	30-06-2021	30-06-2022	30-06-2023	31-06-2024	30-06-2025	30-06-2026
						(All figures in Crores)
Total Assets		17,599.16	17,647.55	18,428.95	19,737.87	20,719.79
Issued Share Capital (after Conversion)		956.51	998.97	1,037.02	1,071.24	1,100.54
Number of shares after Conversion		95.65	99.90	103.70	107.12	110.05
Capital Reserves		3,574.32	3,574.32	3,574.32	3,574.32	3,574.32
Retained Earnings		2,682.44	3,897.49	5,347.66	7,057.13	9,173.25
Total Liabilities		9,864.08	8,097.42	6,828.65	5,828.10	4,093.90
Loans		4,605.24	3,582.03	2,470.20	1,579.88	1,147.90
Sukuk Fund	3,000.00	2,400.00	1,800.00	1,200.00	600.00	-
Preferential Interest Payable		33.00	38.40	37.80	25.20	12.60
Total Equity & Liabilities		17,599.16	17,647.55	18,428.95	19,737.87	20,719.79
Total Equity		7,735.08	9,550.13	11,600.30	13,909.77	16,625.89
Revenue		6,302.14	7,499.62	8,189.57	8,948.53	9,784.73
Financial Expenses		834.09	604.89	478.08	340.50	204.05
Net Profit after Tax		748.87	1,502.00	1,749.86	2,020.58	2,437.49
Cash Flows from Operating Activities		2,379.00	1,321.61	2,310.29	2,428.88	1,019.59
Cash Flows from Investing Activities		(162.84)	(8.91)	(897.30)	(1,222.32)	(262.01)
Cash Flows from Financing Activities		(2,218.61)	(1,310.17)	(1,411.52)	(1,201.42)	(753.35)
Net Asset Value (NAV)/per Share (in BDT)		75.41	84.80	96.03	109.24	125.83
EPS (assumption conversion price at 12PE)		8.53	15.70	17.52	19.48	22.75
Debt Service Coverage Ratio (DSCR)		1.41	2.14	2.62	5.29	9.43
Debt/Equity Ratio		48:52	37:63	25:75	14:86	7:93

Table-65

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Apparel Business

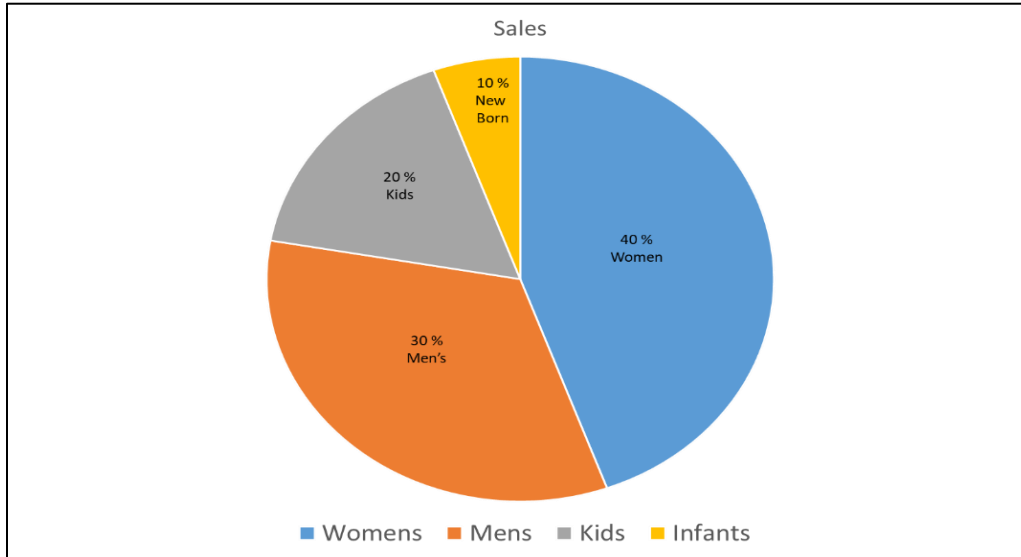


Figure-13

Strategies for Textiles & Apparel Division

	Particulars
Market Strategy	Non Denim Woven Tops, Bottoms and Jackets
	Denim Tops, Bottoms and Jackets
	Knits Tops and Bottoms
	PPE Devices
	Digital transformation, long-term strategies, long standing customers & global associations.
Green technology	Green Solutions, Zero Carbon Footprint, Saving Ecosystem Sustaining Lives

Table- 66

World Class Washing Plant

BEXIMCO is the first company in Bangladesh to start the 5.0 Zero Laundry with Jeanologia Collaboration.

- ✓ Advanced Auto Dosing systems, eliminating manual recipe calculations resulting in consistency.

- ✓ EIM Software for all garments recording low energy, low chemicals, low water measure data & impact information through QR Code.
- ✓ Low Liquor Ratio washing against conventional laundry.
- ✓ Enhanced productivity by 30%.
- ✓ High on Sustainability.

PROCESS OF MACHINE





OZONE

WET PROCESSING ZONE

1:1 LIQUOR RATIO E FLOW

AUTO DOSING SYSTEM



Largest laundry capacity in the world under one roof

Foam Washing & E Flow Machines



1:1 liquor ratio for water saving and uniform application of chemicals

Ozone



Waterless de-sizing, fading and cleaning

Wet processing Zone: Rainforest Technology



With minimal water and energy consumption

Dryers



Auto-loading system

Auto Dosing System



Eliminate human errors and maintain accuracy of ingredients throughout the process with this automated system

Eliar Telescope system



Online real-time all process information to the buyers

Sustainable Raw Materials

BEXIMCO RECOVERTECH PARTNERSHIP

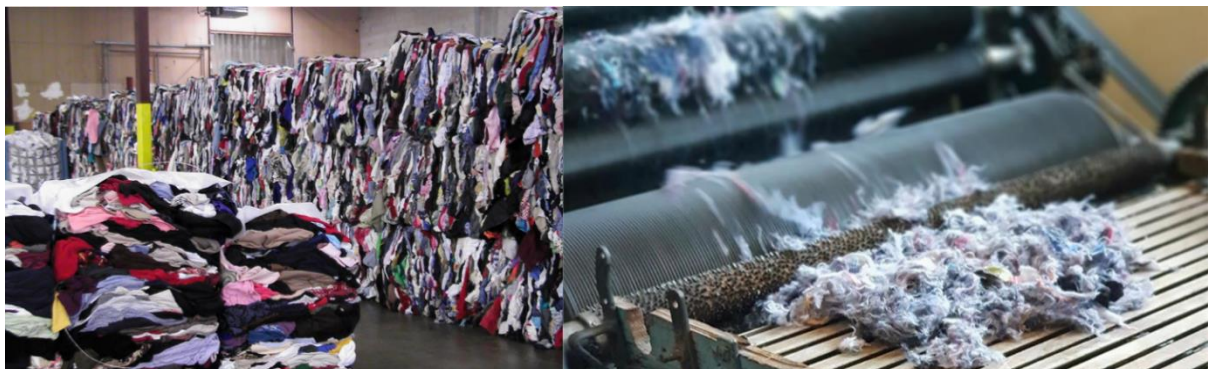
Beximco has partnered with a global leader in sustainability and recycling: Recover of Spain. Beximco has entered into a Strategic Alliance and Purchase Agreement with Recover.

Recover is a 70-year-old company started by the Ferre family based in Spain. For the past 7 decades, it has mastered recycling of pre-consumer and post-consumer waste to upcycle fibers & yarn.

Some features of Recover

- Recover is No. 1 on HIGGS INDEX that is used by global retailers & brands to compare suppliers.
- Recover's recycled fibers results in aesthetically pleasing Knit & Woven garments. These are of very high commercial appeal.
- Most new recycling companies, which are comparatively new, fail to achieve aesthetically appealing fabrics / garments.
- Below are Recover's savings per kg vs virgin cotton:
 - Water : 14,927 liters savings
 - Pollutants : 1.1 kg savings
 - Energy : 56 KW savings
 - CO-2 Emissions : 23 kg savings
 - Land Use : 2 H savings

Beximco has provided building to Recover for this project. 8 state-of-the-art French recycling machines with a capacity to recycle around 50,000 metric tons/year will be installed by Recover in this building in phase 1. These machines will take post-production waste and convert it into fiber, which will be spun back into colored yarn, and then converted to Woven, Denim and Knit fabrics. In Phase 2, post-consumer waste garments will also be converted to fiber and further into yarns.



“TRASH TO TREND” Focus on Upcycled Circularity

This is a part of the concept of CIRCULAR ECONOMY.

For this project REET AUS from Lithuania has partnered with Beximco to scientifically analyse the cut wastes & create garments in a feasible manufacturing way. Reet Aus is a Ph.D in the field of Upcycling Science. The project is certified by Stockholm Institute. Garments produced are also certified for

sustainable initiatives. Waste parts of fabrics left from the cutting tables from the production floor are collected and re-istched into patches to create a fresh garment.

Benefits:

Reuse the wastes and bring them back to commercial usage by value addition. Saves water,energy,and material wastages.

Sustainable: Not throwing waste fabrics into a dump which creates environmental pollution. Bring this back to use in many ways whether garments / bags / pouches / cushions or any other product.

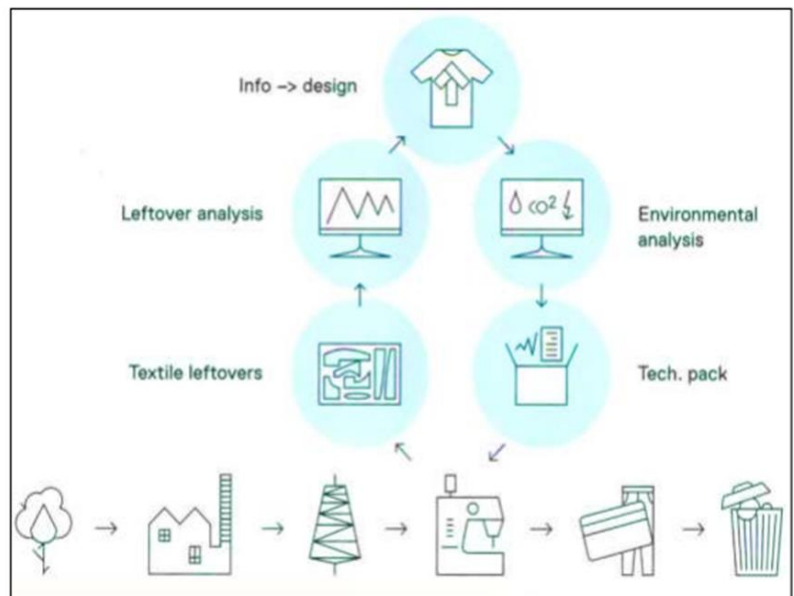


Figure-14

Smart Lab Technology

Smart lab is an idea of the combining some special washing machines, which provides sustainable washing concept. The system is including sampling Laser machine, sample eflow (nano bubble) machine, sample ozone machine, low L/R sample washing machine and sample dryers.

With laser machines, Beximco is able to completely remove some dry process which is done by manual way (whiskers, scraping, damages, spray etc). Ozone machine is removing conventional desizing process with using ozone. It saves chemicals and water. E-flow machine is also working 1/1 L/R to save water. All other washing machines are also working with 1/3- ¼ L/R to save water and chemicals. This is applicable for denim garments.

The system is sold by internationally renowned Jeanologia.

JEANOLOGIA SMART LAB



Smart Labs in Dhaka, US & Europe

Digital Transformation

For fit solutions & design range presentations.

CLO (korean software) & Browzear (American Software) are two latest digital design softwares that are used by designers and garment fit technicians for 2 purposes.

What it does?

- Designers use it to visualize their garments concepts in virtual digital format tyles and present them to buyers. Instead of making full range physically, first concepts for styling presented in digital design virtual format.
- Garment Fit technicians use this technology to check virtual fittings online with garment manufacturers. If any changes are required, comments can be incorporated virtually. Once these are done, then a physical sample for their record is sent.

Benefits:

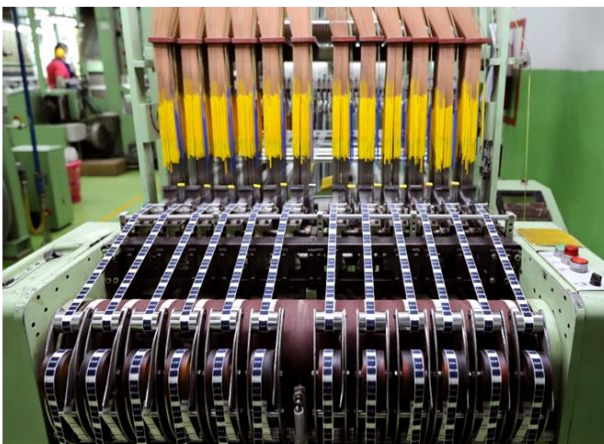
By using this, the number of physical samples are considerably reduced, materials and time to make them saved and to and fro couriers for samples being sent overseas also reduced.

Beximco Textiles division is using Browzwear & CLO software to showcase samples for fits & design for the customers.



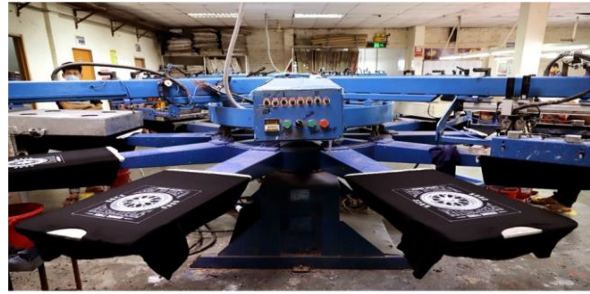
In-house label making

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



In-house octopus printing

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



In-house sublimation printing

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



In-house paper tags & label printing

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



In-house draw string factory

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



In-house embroidery unit

BEXIMCO FULLY VERTICAL : ACCESSORIES / PACKING



Global Fashion Agenda (GFA)

A forum of various sustainable conscious manufacturers and retailers. The Circular Fashion Partnership is a cross-sectorial project led by Global Fashion Agenda with project partners REVERSE RESOURCES and BGMEA, to accelerate the transition to a circular fashion industry, by demonstrating a Circular Fashion Business Case in Bangladesh. The project is made possible in collaboration with P4G. This is a part of creating SUSTAINABLE SOLUTIONS in textiles and apparel industry.

The Circular Fashion Partnership is a cross-sectorial project led by Global Fashion Agenda with project partners REVERSE RESOURCES and BGMEA, to accelerate the transition to a circular fashion industry, by demonstrating a Circular Fashion Business Case in Bangladesh. The project is made possible in collaboration with P4G.

Benefits:

A successful business case will demonstrate a decrease in textile waste and increase the use of recycled fibres, distributing value throughout the fashion value cycle and generating economic benefits in Bangladesh by accelerating the fibre recycling market.



Amazon US the Drop Project (Speed to Market)

Beximco are working with Amazon to supply some of their private label brands. Amazon is a great customer to work with since they emphasize innovation and re-invention in everything they do.

One of the programs that Beximco team works with at Amazon is named “The Drop”. “The Drop” is a influencer-marketing driven program where all the garments are made produced only after they are ordered by a customer. This reduces waste and excess inventory. Markdowns and discount sales are not required.

Since customers expect to receive their orders in a short period of time, this program is focused on very high-speed manufacturing. Every new influencer drop is on sale on the website for 30 hours. After that, Beximco has an extremely limited period of time to manufacture the garments and ship them direct to customers located anywhere in the world.

Amazon’s time-to-market requirements has driven innovation in fabric and garment technologies in areas such as 3D Cad/Electronic Pattern Development, small batch fabric dyeing/printing and modular lines in garment factories. Beximco and Amazon continue to collaborate on driving innovation and technology in the fashion business.

Benefits to Beximco

The fashion industry will see huge amounts of innovation in coming years as new technology and changing customer trends and demands will transform the industry.

Many mall-based icons of fashion retailing such as J C Penny, Macy’s and Gap are struggling as customer preferences change. Companies that can’t keep up are getting left behind.

Working very closely with partners like Amazon allows Beximco to develop new business models based on leading-edge ideas like predictive analytics, built-in sustainability, digital design/marketing and integrating technology into every aspect of fashion manufacturing. Beximco has always been a leader in innovation and speed: working with Amazon allows Beximco to maintain that position going forward into a digital future.



6 weeks from concept to delivery to customer

Manufacturing Technology

DENIMS	WOVENS	KNITS
Investment : US\$ 40 MILLION (including new building)	Investment : US\$16 MILLION	Investment : US\$16 MILLION
		

Taking Manufacturing and Supply Chain Logistics to most modern technological levels through Digital Transformation and New methods for the NEW NORMAL

pwc **BEXIMCO**

11.3.5. Sustainable Production

The procurement of Textile machineries to be financed and refinanced (non-interest bearing) with the Sukuk fund shall be under “**Pollution Prevent & Control**” category as per Schedule E (rule 4(3)(d)(ii) of Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021. Beximco TEXTILES is one of the largest Green Industrial Parks in Bangladesh. Beximco Industrial Park is a USGBC certified LEED Green campus, which has about 25 percent area covered by tree plantation. In recent years, Beximco has taken a number of initiatives towards sustainability to ensure greener production and green industrial park. Beximco complies with national and international regulatory bodies, and aligned with brands and associations. Beximco is committed to maintain sustainable production and green campus through reduce energy consumption, water footprint and carbon footprint.

BEXIMCO ’s ongoing initiatives towards Green Sustainable Campus;

- Installation of State-of-the-Art Technology, Machines and Equipment;
- Heat Recovery Exhaust Gas Boiler (Annual Savings of 19.3 Million M³ Natural Gas; Reduction of 37,250 MT CO₂e Gas Emission);
- Recovery of Steam Condensate Water and Cooling Water; Rinse Water reuse in production process;
- Installation of Low liquor ratio 1:3 Tonello and Yilmak Dyeing machine (30% less Water consume);
- Installation of LED Light, Maximum utilization of Day Light, 60% Energy Saving;
- Increase Green Energy (Solar Panel) and Use Green Vehicle at industrial Park;
- Installation of Energy efficient high speed TSUDAKOMA (Toyata Japan) 293 loom; 35% Less Energy consume and 0.22 Million M³ Natural Gas Saving per month;
- Rain Water Harvesting (up to 87,337.6 M³ RWH annually): using Rain Water in production process;
- Recycle Water use in gardening, agriculture and toilet Flash (up to 30%);
- Tree planation – 100,000 Trees Plantation surrounded whole green industrial park (contributes about 1210 MT CO₂e reduction);
- BEXIMCO arranges awareness campaign around the year and distributes about 500 trees among local communities;
- Use 80% ZDHC MRSL compliant chemicals to ensure sustainable Green Production;
- Facility has functional onsite effluent treatment plat (ETP) with advanced MBBR (Moving Bed Bio-Reactor) technology (USA) of 450m³/hr capacity;
- Supplier Engagement and Collaboration for Sustainable raw material sourcing and Chemical Risk analysis;
- Caustic Recovery Plant – Yearly Saving 240 Ton;
- Installation Energy efficient Generator, IE3 types motor, pump and equipment 30 % Energy efficient;
- To encourage circular economy, Beximco Ltd collaborates with following recycle project: i) Recover Tex, ii) CFP (Circular Fashion Partnership), and iii) Waste Up-cycling TRASH to TREND project;

- USGBC LEED Platinum Green Building Initiative.

Awards

Sustainable Chemicals Management (SCM)

2019 Minimum Performance Standard (MPS) Assessment Result



Details			
Input Control	1.1	Adopt and implement CleanChain Program with full inventory connection to C&A	Zero Tolerance Pass
	1.2	5% of chemicals by count are ZDHC MRSL Level 0 Conformant or higher	Critical Pass
	1.3	Pass SCM Chemical Inventory Validation	Critical Pass
Process Control	2.1	Conduct Higg Index Facility Environmental Module (FEM) self-assessment and third party verification	Zero Tolerance Pass
	2.2	Have a qualified person coordinating environmental management activities	Major Pass
	2.3	No government-issued environmental violation recorded in the last 12 months. PUs in China need to co..	Major Pass
	2.4	Track all water usage from all sources	Major Major
	2.5	Track volume of industrial and domestic wastewater	Major Pass
	2.6	Have a back-up plan for emergency situation related to wastewater treatment	Major Pass
	2.7	Properly dispose hazardous sludge	Major Pass
	2.8	Have an up to date chemical inventory list (CIL)	Major Pass
	2.9	Have a documented process to systematically monitor, update and demonstrate compliance with Man..	Major Pass
	2.10	Train employees responsible for the chemical management system on Restricted Substance Lists (RSL..	Major Pass
	2.11	Have a system to ensure chemical formulations selected and purchased are compliant with MRSL/ RSL..	Major Pass
	2.12	All of the production chemicals can be traced from the manufacturing process back to chemical invent..	Major Pass
	2.13	Have complete and up to date Safety Data Sheets (SDS) for all chemicals used made available to emplo..	Major Pass
	2.14	Have appropriate and operable protective and safety equipment, as recommended by the Global Harm..	Major Pass
	2.15	Have chemical hazard signage and safehandling equipment in the areas of the facility where chemicals..	Major Pass
	2.16	Have well marked, designated chemical storage and temporary storage areas	Major Pass
	2.17	Have an environmental and occupational health and safety program specific to chemicals management	Major Pass
2.18	Have a chemical spill and emergency response plan that is practiced periodically	Major Pass	
2.19	Train all employees who use chemicals on chemical hazards, risk, proper handling, and what to do in ca..	Major Pass	
2.20	Have a documented process to systematically identify, monitor, and verify compliance with all produc..	Major Pass	
Output Control	3.1	Adopt and implement the ZDHC Wastewater Guidelines	Zero Tolerance Pass
	3.2	Meet the ZDHC Foundation Limits (direct discharge) or permit limits (indirect discharge), or submit ZD..	Critical Pass
	3.3	Publish the wastewater test report onto IPE Detox Platform and ZDHC Gateway	Critical Pass

11.4. Description of Shari’ah Supervisory Board:

Beximco Shari’ah Supervisory Board (Beximco-SSB) is formed by the Originator according to Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019. The SSB for the Beximco Green-Sukuk consist of seven members including one Chairman and one member secretary. Details Description of the Beximco-SSB members are given below:

Name	Position	Education Qualification	Experience	Contract Details
Dr. Md. Anwar Hosain Molla	Chairman	<ul style="list-style-type: none"> ▪ Ph. D. on the topic of “Micro Credit and Zakat in alleviation of Poverty: A Comparative Analysis” from the department of Da’wah and Islamic Studies, Islamic University, Kustia, Bangladesh. ▪ M. Phil. on the topic of “Madrasa Education and General Education for developing Human Resources in Bangladesh: A Comparative Study” from the department of Da’wah and Islamic Studies, Islamic University, Kustia, Bangladesh. ▪ M. A. in Islamic Studies, University of Dhaka, Bangladesh. ▪ Diploma in Arabic Language & Islamic Culture, King Saud University, Riyadh, K.S.A. ▪ Kamil (Hadith), Government Alia Madrasah, Dhaka. ▪ Kamil (Arabic Literature), Chandraganj Karamatia Kamil Madrasah, Noakhali, Bangladesh. ▪ B. Ed., National University, Gazipur, Bangladesh. 	<ul style="list-style-type: none"> ▪ Chairman, Shariah Supervisory Committee, The City Bank Limited. (Running) ▪ Member Secretary, Shariah Supervisory Committee, ▪ Meghna Bank Limited. (Running) ▪ Principal, Uttar Badda Islamia Kamil Madrasah, Badda, Gulshan, Dhaka, Bangladesh, since- 2002. ▪ Adjunct Faculty, Depttment of Islamic Studies, Bangladesh Islami University, Dhaka, since- 2007. ▪ Khatib, Ramna Police Complex Zame Mosque, Dhaka, Bangladesh, since-1995. ▪ Former Principal, Dewangonj Kamil Madrasah, Jamalpur, Bangladesh, for 4 years. ▪ Former Adjunct Faculty, Department of Islamic Studies, Southeast University, Dhaka, Bangladesh, for 3 years. ▪ Former Lecturer of Arabic and Islamic Studies, Jamea Quasemia Kamil Madrasah, Narsingdi, Bangladesh for 10 years. ▪ Former Member, Shariah Supervisory Committee of Social Islami Bank Limited for 6 years. 	<p>Contact Number: +88-01711-629511, +88-01910-201556 Email: mahmollabd@gmail.com</p>

		<ul style="list-style-type: none"> ▪ Fazil, Jamea Quasemia Kamil Madrasah, Narsingdi, Bangladesh. ▪ Alim, Jamea Quasemia Kamil Madrasah, Narsingdi, Bangladesh. ▪ - Dakhil, Chupair Senior Madrasah, Gazipur, Bangladesh. 	<ul style="list-style-type: none"> ▪ - Former Research Scholar, Darul Arabia Bangladesh (Islamic research center), Dhaka, for 2 years. 	
Mawlana Shah Mohammad Wali Ullah	Member Secretary	<ul style="list-style-type: none"> ▪ M.Ad. in Islamic Economics & Banking ,Al Azhar University Egypt ▪ M. Ad. in Dawah & Fatwa , Al Azhar University Egypt ▪ -Kamil (M.A. in Hadith), Madrasha Education. ▪ -Kamil (M.A. in Fiqh), Madrasha Education. ▪ -Kamil (M.A. in Tafseer), Madrasha Education. ▪ -Fazil (B.A.), Madrasha Education. ▪ -B.A. Hon’s, Darul Ihsan University. ▪ -Alim, Madrasha Education. ▪ - Dakhil, Madrasha Education. 	<ul style="list-style-type: none"> ▪ -Chairman, Shariah Council, National Life Islami Takaful, National Life Insurance Company Limited. (2015 – till date) ▪ -Member Secretary, Shariah Supervisory Committee, Bank Asia Limited.(2016 – till date) ▪ -Member, Shariah Supervisory Committee, Social Islami Bank Limited (2012 – till date) ▪ Member, Shariah Supervisory Committee, Prime Bank Limited (2014 – till date) ▪ Member, Shariah Supervisory Committee, Center for Zakat Management (CZM) (2010 – till date) ▪ Member, Shariah Supervisory Committee, Fareast Islami Life Insurance Company Ltd. (2017-till date) ▪ -Member, Shariah Supervisory Committee, NRB Global Bank Limited (2019–till date) ▪ -Member, Shariah Supervisory Committee, Mutual Trust Bank Limited (2020–till date) ▪ -Member, Shariah Supervisory Committee, Mercantile Bank Limited (2020– till date) 	<p>Contact Number: +8801711234554</p> <p>Email: shah_waliullah@ymail.com Shahwaliullah54@gmail.com</p>

			<ul style="list-style-type: none"> ▪ Pesh Imam & Khatib, Sobhanbagh Masjid & Madrasah (2007 – till date) ▪ Speaker & VP (Islamic), A.T.N. Bangla, Wasa Bhaban, Kawran Bazar, Dhaka (2009– till date) ▪ -Assistant Professor (Hadith), (Head Muhaddish Mahmuda Khatun Mohila Kamil Madrasha (Under Islamic University, Kushtia) (2001-2004) ▪ -Assistant Professor (Hadith), (Head Muhaddish Hazrat Shah Ali Bagdadi (Rah) Kamil, (M.A.) Madrasha (Under Islamic University, Kushtia) (2004-2012) 	
Dr. Md. Mahabbat Hossain <i>CIPA, CSAA, DIB (IIBI,UK)</i>	Member	<ul style="list-style-type: none"> ▪ Certified Shari’a Adviser and Auditor (CSAA) Fellow of Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) in 2020 (Membership No. CSAA1903438); ▪ Certified Islamic Professional Accountant (CIPA) Fellow of Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) in 2020 (Membership No. CIPA181234); ▪ Professional Diploma in Islamic Banking in 2016 from Institute of 	<ul style="list-style-type: none"> ▪ Faculty Member at BIBM since August 2006. ▪ Lecturer at Asian University of Bangladesh (2005-2006) ▪ More than fifteen (15) years of teaching, training and research experience in the area of banking and finance. ▪ Academic Advisor, Central Shariah Board for Islamic Banks of Bangladesh (CSBIB). ▪ Member, Shariah Supervisory Committee (SSC) of SBAC Bank Limited. ▪ Member, Shariah Supervisory Committee (SSC) of Meghan Bank Limited. 	<p>Cell: +8801716 37 35 65 (WhatsApp, Viber, imo) Tel. (Off): +88-02-48032091-4 and +88-02-48032096-8 (Ext: 215) Fax (Off): +88-02-48033495 Email: mahabbat@bibt.org.bd; or mahabbat.bibt@gmail.com; or mahabbat_mba@yahoo.com</p>

		<p>Islamic Banking and Insurance (IIBI), London, United Kingdom.</p> <ul style="list-style-type: none"> ▪ Ph. D. in Business Administration (Accounting and Information System) in 2016 from IBA, Rajshahi University. ▪ MBA in Accounting in 2002 from Rajshahi University ▪ BBA in Accounting in 2001 Rajshahi University. ▪ HSC in Commerce in 1997 from Rajshahi College, Rajshahi SSC in Social Science from Keshar Hat High School, Rajshahi. 	<ul style="list-style-type: none"> ▪ Member, Shariah Advisory Board of Summit Communication Limited for "Non-Convertible Mudarabah Bond". ▪ Member, Shariah Advisory Board of "IDLC Asset Management Shariah Fund". ▪ Member, Institute of Internal Auditor (IIA) and IIA Bangladesh from 2019 (Member ID: 2165377). ▪ Editorial Associate, Bank Parikrama (A Journal of Banking and Finance). ▪ Editorial Board Member of ABC Journals. ▪ Member, Executive Committee, Asian Business Consortium (Research House). ▪ Ordinary Member of Bangladesh Society for Training and Development (BSTD). ▪ Member, Technical Sub-Committee (2021) of CSBIB for evaluating Subordinated Mudaraba Sukuk of SIBL on request of Bangladesh Bank. ▪ Member, Technical Sub-Committee (2021) of CSBIB for providing opinion on the Shariah aspects of profit against Working Capital Financing under Stimulus Package on request of Agrani Bank Ltd. ▪ Member, Technical Sub-Committee (2021) of CSBIB for providing Shariah-based opinion on Monetization proposal of The City Bank Ltd. ▪ Member, Technical Sub-Committee (2020) of CSBIB for evaluating Draft Guidelines on Islamic Banking of Bangladesh Bank. ▪ Member, Financial Accounting Standards (FAS-1, 3, 4, 1st Time Adoption, Conceptual 	<p>Web: www.bibm.org.bd/faculties.php</p>
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			<p>Framework) Revision Working Groups (WG) (2020-2021) of Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI).</p> <p>Member, Small and Medium-sized Enterprises (SMEs) & Micro Enterprises Working Group (2021) of Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI).</p>	
Md. Fariduddin Ahmed	Member	<p>Graduate in Commerce from the University of Chittagong. Obtained professional degree (DAIBB) from the Institute of Bankers, Bangladesh and higher management training from the Practical Concept Incorporated, United States of America.</p>	<ul style="list-style-type: none"> ▪ Former Managing Director & CEO, Islami Bank Bangladesh Ltd. and Export Import Bank of Bangladesh Ltd. (EXIM Bank) ▪ Former Advisor, EXIM Bank Ltd. ▪ Independent Director: ICB Islamic Bank Ltd. ▪ Member, Board of the Central Shari’ah Board for Islamic Banks (CSBIB) ▪ Member, Fiqh Committee of the CSBIB ▪ Member, Islamic Bank Consultative Forum “Research & Training Committee” ▪ Consultant, Islamic Banking Launching Project of Meghna Bank Ltd. ▪ Chairman, Shari’ah Supervisory Committee of the Bank Asia Ltd. ▪ Chairman, Shari’ah Supervisory Committee of the Dhaka Bank Ltd., ▪ Chairman, Shari’ah Supervisory Committee of the One Bank Ltd. ▪ Chairman, Shari’ah Supervisory Committee of the ICB Islami Bank Ltd., ▪ Chairman, Shari’ah Supervisory Board of PRAN Group of Industries for issuance of Sukuk. 	<p>Contact Number: 01755575498 Email : ahmedfarid1947@gmail.com</p>

			<ul style="list-style-type: none"> ▪ Chairman, Shari’ah Supervisory Board of SUMMIT Communications Ltd for issuance of SUKUK. ▪ Chairman, Shari’ah Supervisory Board of Flora Systems Ltd. for the development of Islamic Banking Software. ▪ Member, Shari’ah Supervisory Board of BEXIMCO Ltd. for issuance of Sukuk. ▪ Member, Shari’ah Supervisory Committee of the City Bank Ltd., ▪ Member, Shari’ah Supervisory Committee of the Premier Bank Ltd., ▪ Member, Shari’ah Supervisory Committee of the Agrani Bank Ltd., ▪ Member, Shari’ah Supervisory Committee of the Mutual Trust Bank Ltd., ▪ Member, Shari’ah Supervisory Committee of the Meghna Bank Ltd., ▪ Member, Shari,ah Supervisory Committee of the South Bangla Agriculture and Commerce Bank Ltd., ▪ Member, Shari’ah Supervisory Committee of Hajj Finance Company. ▪ Member, Shari’ah Supervisory Committee of the Shahjalal Islami Bank Ltd. ▪ Member, Finance Committee of the Bangladesh Islamic University. ▪ Member, Islamic Economic Research Bureau, ▪ Secretary General, Bangladesh Islamic Bankers Association, 	
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			<ul style="list-style-type: none"> ▪ Participated in many Seminars, Conferences and Workshops at home and abroad both as Trainer and Trainee. ▪ Carried out the responsibility of designing, testing and implementing the Islamic banking system. Prepared the Accounting, Finance, Investment, Operations and other working Manuals for Islami Bank Bangladesh Limited. Constantly associated with the Shari’ah Council of Islami Bank Bangladesh Limited for development of Shari’ah rules, norms for Islamic Banking. ▪ Was associated with the establishment of an Islamic Bank named ‘Jaiz Bank’ in Nigeria as its sponsoring CEO duly nominated by the Islami Bank Bangladesh Limited. ▪ Awarded Nawab Sir Salimullah Gold Medal for remarkable contribution towards establishment, growth and development of Islamic Banking. ▪ Bestowed with the ‘Central Shari’ah Board Islamic Banking Award’ for outstanding contribution towards establishment, growth and development of Islamic Banking. 	
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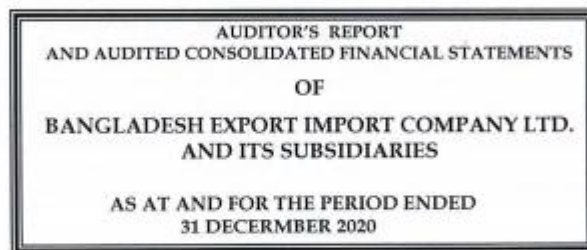
<p>Prof. Dr. Muhammad Yousuf Ibn Hossain</p>	<p>Member</p>	<ul style="list-style-type: none"> ▪ PH.D.in Social Security in Islam, University of Dhaka. ▪ Master of Arts in Islamic Studies, University of Dhaka. ▪ Bachelor of Arts (Hon’s) in Islamic Studies, University of Dhaka. ▪ Kamil (Hadith) Madrasah Education Board. ▪ Fazil, Madrasah Education Board. ▪ Alim, Humanities Group, Madrasah Education Board. ▪ Dakhil, Humanities Group, Madrasah Education Board. ▪ 	<ul style="list-style-type: none"> ▪ Author of more than 20 Reasearch Articles in Islamic Studies ▪ Professor in Islamic Studies, University of Dhaka.(2013-Present) ▪ Associate Professor in Islamic Studies, University of Dhaka. (2010-2013) ▪ Assistant Professor in Islamic Studies, University of Dhaka. (2006-2010) ▪ Lecturer in Islamic Studies, University of Dhaka. (2004-2006) ▪ House tutor of Haji Mohammad Mohsin Hall, University of Dhaka. (2004-2014) ▪ Part time Teacher, Dept. of Islamic Studies, Asian University of Bangladesh. (2003-2013) ▪ Part time Teacher, International Islamic University Chittagong, Dhaka Campus. (2006-2014) ▪ Part time Teacher, Bangladesh Open University, Board Bazar Gazipur. (2014-present) 	<p>Contact Number: 01552331114; E-mail : m_yousufdu76@yahoo.com</p>
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<p>Mezbah Uddin Ahmed MIBF, FCCA, CIPA, CSAA</p>	<p>Member</p>	<ul style="list-style-type: none"> ▪ AAOIFI Certified Shariah Advisor and Auditor (CSAA), Bahrain ▪ AAOIFI Certified Islamic Professional Accountant (CIPA), Bahrain ▪ Chartered Certified Accountant (FCCA), UK ▪ MSc in Islamic Banking and Finance, International Islamic University Malaysia ▪ BSc in Applied Accounting, Oxford Brookes University, UK 	<ul style="list-style-type: none"> ▪ Researcher, International Shari'ah Research Academy for Islamic Finance (ISRA), Malaysia (2015-present) ▪ Consultant for Islamic finance and Shariah advisory services, ISRA Consulting, Malaysia (2015-present) ▪ Master Trainer and Member of Working Groups, AAOIFI, Bahrain (2021-present) ▪ Islamic finance trainer and course developer of various organizations based in Bangladesh, Malaysia, and UAE (2017-present) ▪ Assistant Manager (Audit and Assurance), A. Qasem & Co., Chartered Accountants (Network firm of PwC), Dhaka, Bangladesh (2011-2013) ▪ Head of External and Professional Courses and Lecturer (ACCA & ICAEW), Bangladesh Institute of Management Studies (BiMS) (UK qualifications partner): Dhaka, Bangladesh (2010-2011) ▪ Author of internationally acclaimed Islamic finance publications 	<p>Contact No: (+6)0182786173</p> <p>Email: mezbah@isra.my, mezbah.u.ahmed@gmail.com</p>
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Abul Quassem Md. Safiullah	Member	<ul style="list-style-type: none"> ▪ LLB, Bangladesh University of Business & Technology. ▪ M. A. in Islamic Studies, University of Dhaka. ▪ -B.A.(Hons), University of Dhaka. ▪ Kamil (Hadith), ▪ Madrasah Education Board. 	<ul style="list-style-type: none"> ▪ Shariah Secretariat, EXIM Bank (2004-Present) ▪ -Adjunct Faculty, Bangladesh Islami University (BIU). ▪ Ex.adjunct Faculty, South East University for more than 02 Years. ▪ -Member, Shariah Advisory Committee, Bangladesh Bank ▪ Former Secretary General, Central Shariah Board for Islamic Banks of Bangladesh ▪ Trainer of different banking & learning institutions 	<p>Contact Number: +880171-6029685, +8801624945017</p> <p>Email: mafrooh@yahoo.com</p>
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Table- 67

**Section 12: Auditors' Report along with Consolidated Audited Financial Statements of
BEXIMCO**



Bangladesh Export Import Company Limited and its Subsidiaries
Consolidated Statement of Financial Position
As at 31 December 2020


	Notes	Amount in Taka	
		31-December-20	30-June-20
ASSETS			
Non-Current Assets			
Property, Plant and Equipment	5.00	85,679,643,315	73,564,288,896
Investment Property	6.00	56,398,212,171	55,652,211,852
Investment in Shares	7.00	26,789,525,539	16,276,493,324
		2,491,905,605	1,635,583,720
Current Assets			
Inventories	8.00	49,102,739,161	57,579,242,592
Trade and Other Receivables	9.00	6,384,099,169	7,267,675,446
Advances, Deposits and Pre-Payments	10.00	20,768,796,674	28,091,805,170
Cash and Cash Equivalents	11.00	21,275,134,998	21,920,667,721
		674,708,320	299,094,255
Total Assets		134,782,382,476	131,143,531,488
SHAREHOLDERS' EQUITY, NON-CONTROLLING INTEREST AND LIABILITIES			
Equity attributable to the owners of the company			
Issued Share Capital	12.00	63,866,474,647	62,275,165,500
Reserve		8,735,962,640	8,735,962,640
Retained Earnings		36,904,207,679	36,557,993,526
		18,226,304,328	16,981,209,334
Non-Controlling (Minority) Interest in Subsidiaries	13.00	2,205,814,276	2,137,599,149
Total Equity		66,072,288,923	64,412,764,649
Non-Current Liabilities			
Long Term Loans - Net off Current Maturity (Secured)	14.00	24,304,189,690	25,106,697,249
Gratuity Payable	15.00	22,937,115,701	23,878,407,661
Deferred Tax Liability	16.00	135,290,946	133,421,835
		1,231,783,043	1,094,867,753
Current Liabilities			
Short Term Loans from Banks and Others	17.00	44,405,903,863	41,624,069,590
Long Term Loans - Current Maturity (Secured)	18.00	4,948,394,542	1,831,888,310
Trade and Other Payables	19.00	25,391,794,923	26,618,857,841
		14,065,714,398	13,173,323,439
Total Equity and Liabilities		134,782,382,476	131,143,531,488

The accompanying notes form an integral part of the financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:



O K Chowdhury, FCA
Director



A B Siddiqui Rahman
Director



Md. Luthfor Rahman
Chief Financial Officer

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

Dated : 02 March 2021
Dhaka.

Bangladesh Export Import Company Limited and its Subsidiaries
Consolidated Statement of Profit or Loss and Other Comprehensive Income
For the period of 06 Months ended 31 December 2020

	Notes	Amount in Taka	
		01.07.2020- 31.12.2020	01.07.2019- 31.12.2019
Revenue (Turnover) from net Sales	20.00	17,231,390,203	10,011,906,499
Cost of Goods Sold	21.00	(11,741,785,852)	(6,494,781,173)
Gross Operating Profit		5,489,604,351	3,517,125,326
Operating Expenses		(535,412,467)	(428,299,283)
Administrative Expenses	22.00	(485,133,520)	(371,593,933)
Selling and Distribution Expenses	23.00	(50,278,947)	(56,705,351)
Operating Profit		4,954,191,884	3,088,826,043
Finance Cost	24.00	(2,731,824,076)	(2,685,075,301)
Net Profit before Contribution to WPPF		2,222,367,808	403,750,742
Contribution to Workers' Profit Participation / Welfare Fund		(97,398,857)	(19,319,734)
Net Profit before Income Tax		2,124,968,951	384,431,008
Income Tax (Expenses)/ Income	25.00	(434,295,405)	98,196,771
Net Profit after Tax		1,690,673,546	482,627,779
Non-Controlling (Minority) Interest in Loss/ (Income)		(7,419,113)	(4,180,161)
Net Profit after tax and Non-Controlling (Minority) Interest		1,683,254,434	478,447,618
Other Comprehensive Income			
Adjustment for Fair Value Gain/ (Loss) on Investment in Shares		407,010,168	(415,658,603)
Total Comprehensive Income after Minority Interest		2,090,264,602	62,789,015
EPS (Per Value of Share Tk. 10/=)	26.00	1.93	0.55

The accompanying notes form an integral part of the financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:



O K Chowdhury, FCA
Director



A B Siddiquir Rahman
Director



Md. Luthfor Rahman
Chief Financial Officer

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

Dated : 02 March 2021
Dhaka.


Bangladesh Export Import Company Limited and its Subsidiaries
 Consolidated Statement of Changes in Equity
 For the period of 06 Months ended 31 December 2020

Particulars	Amount in Taka					
	Share Capital	Retained Earnings	Reserve	Total	Non-Controlling (Minority) Interest in Subsidiaries	Total Equity
As on 01 July 2020	8,735,962,640	16,981,209,334	36,557,993,526	62,275,165,500	2,137,599,149	64,412,764,649
Net Profit after Tax and Non-Controlling (Minority) Interest for the period	-	1,683,254,434	-	1,683,254,434	7,419,113	1,690,673,546
Other Comprehensive Income:						
Fair Value Gain on Investment in Shares	-	-	407,010,168	407,010,168	60,796,015	467,806,183
Excess of Fair Value over Book Value on Consolidation	-	-	(60,796,015)	(60,796,015)	-	(60,796,015)
Transactions with Shareholders:						
Payment of 5% Cash Dividend for the prior year (2019-2020)	-	(438,159,440)	-	(438,159,440)	-	(438,159,440)
As on 31 December 2020	8,735,962,640	18,226,304,328	36,904,207,679	63,866,474,648	2,205,814,276	66,072,288,923

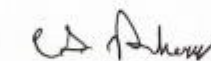
Particulars	Amount in Taka					
	Share Capital	Retained Earnings	Reserve	Total	Non-Controlling (Minority) Interest in Subsidiaries	Total Equity
As on 01 July 2019	8,735,962,640	16,957,390,716	36,587,259,457	62,280,612,813	2,133,963,487	64,414,576,300
Net Profit after Tax and Non-Controlling (Minority) Interest for the period	-	478,447,618	-	478,447,618	4,180,161	482,627,779
Net Profit after Tax and Non-Controlling (Minority) Interest for the period	-	-	(415,658,603)	(415,658,603)	(11,225,337)	(426,883,940)
Excess of Fair Value over Book Value on Consolidation	-	-	11,225,337	11,225,337	-	11,225,337
Transactions with Shareholders:						
Payment of 5% Cash Dividend for the prior year (2018-2019)	-	(420,153,440)	-	(420,153,440)	-	(420,153,440)
As on 31 December 2019	8,735,962,640	16,997,678,895	36,182,866,191	61,916,507,725	2,126,918,311	64,043,426,036

The accompanying notes form an integral part of the financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:



O K Chowdhury, FCA
 Director



A B Siddiqur Rahman
 Director



Md. Luthfor Rahman
 Chief Financial Officer

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
 Chartered Accountants

Dated : 02 March 2021
 Dhaka.

Bangladesh Export Import Company Limited and its Subsidiaries
 Consolidated Statement of Cash Flows
 For the period of 06 Months ended 31 December 2020

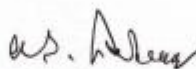
	Amount in Taka	
	01.07.2020- 31.12.2020	01.07.2019- 31.12.2019
Cash Flows from Operating Activities :		
Collection from turnover and other income	24,556,493,755	10,262,641,275
Payments for cost and expenses including interest & tax	(12,660,001,835)	(9,473,948,578)
Net Cash Used in Operating Activities	11,896,491,920	788,692,697
Cash Flows from Investing Activities :		
Property, plant and equipment acquired	(1,506,796,995)	(1,336,095,706)
Addition of Investment Property	(449,200,000)	-
Investment in Shares	(10,513,032,215)	-
Net Cash Used in Investing Activities	(12,469,029,210)	(1,336,095,706)
Cash Flows from Financing Activities :		
Increase in loan	948,151,355	1,422,592,910
Net Cash Generated From Financing Activities	948,151,355	1,422,592,910
Increase/(Decrease) in Cash and Cash Equivalents	375,614,065	875,189,901
Cash and Cash Equivalents at Beginning of the period	299,094,255	350,416,034
Cash and Cash Equivalents at End of the period	674,708,320	1,225,605,935

The accompanying notes form an integral part of the financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:



O K Chowdhury, FCA
 Director



A B Siddiqur Rahman
 Director



Md. Luthfor Rahman
 Chief Financial Officer

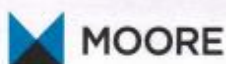
As per our separate report of even date annexed.



M. J. ABEDIN & CO.
 Chartered Accountants

Dated : 02 March 2021
 Dhaka.

Audited Financial Statements of Beximco Limited



M. J. ABEDIN & CO

এম. জে. আবেদীন এন্ড কোং
Chartered Accountants

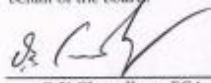
National Plaza, 3rd Floor
109 Bir Uttam C. R. Datta Road
Dhaka - 1205, Bangladesh
T +088 02 9666508, 9675340
E audit@mjabedin.com
www.mjabin.com

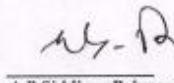
BANGLADESH EXPORT IMPORT COMPANY LIMITED
Statement of Financial Position
As at 31 December 2020


	Notes	Amount in Taka	
		31-December-20	30-June-20
ASSETS			
Non - Current Assets		83,003,290,244	69,005,777,676
Property, Plant and Equipment - Carrying Value	4.00	51,312,168,419	50,506,276,857
Investment Property	5.00	26,789,525,539	16,276,493,324
Investment in Shares	6.00	4,901,596,286	2,223,007,495
Current Assets		47,855,923,906	56,343,228,443
Inventories	7.00	5,486,786,877	6,364,849,421
Trade and Other Receivables	8.00	20,614,180,993	27,913,103,474
Advances, Deposits and Pre-Payments	9.00	21,094,363,036	21,773,985,170
Cash and Cash Equivalents	10.00	660,593,000	291,290,378
Total Assets		130,859,214,150	125,349,006,119
EQUITY AND LIABILITIES			
Shareholders' Equity		64,228,350,431	60,759,190,704
Issued Share Capital	11.00	8,763,188,790	8,763,188,790
Reserves	12.00	37,229,016,113	34,999,627,322
Retained Earnings		18,236,145,528	16,996,374,592
Non - Current Liabilities		23,857,494,846	24,600,539,531
Long Term Loans - Net-off Current Maturity (Secured)	13.00	22,707,183,880	23,587,143,855
Deferred Tax Liability	14.00	1,150,310,966	1,013,395,676
Current Liabilities		42,773,368,873	39,989,275,884
Long Term Loans - Current Maturity (Secured)	15.00	25,177,296,762	26,463,763,303
Short Term Loans	16.00	4,192,020,759	1,065,551,494
Trade and Other Payables	17.00	13,404,051,352	12,459,961,087
Total Equity and Liabilities		130,859,214,150	125,349,006,119

The accompanying notes form an integral part of these financial statements.

Approved and authorised for issue by the board of directors on 02 March, 2021 and signed for and on behalf of the board:

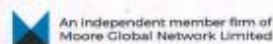

O K Chowdhury, FCA
Director


A B Siddiqui Rahman
Director


Md. Luthfor Rahman
Chief Financial Officer
As per our separate report of even date annexed.

02 March, 2021
Dhaka

M. J. ABEDIN & CO.
Chartered Accountants




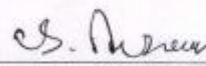
BANGLADESH EXPORT IMPORT COMPANY LIMITED
Statement of Profit or Loss & Other Comprehensive Income
For the period of 06 Months ended 31 December 2020

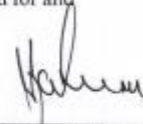
	Notes	Amount in Taka	
		July 20 -Dec. 20	July 19 -Dec. 19
Revenue	18.00	16,565,754,434	9,319,889,535
Cost of Revenue	19.00	(11,179,967,257)	(5,939,107,800)
Gross Profit		5,385,787,177	3,380,781,735
Operating Expenses		(3,181,936,583)	(2,997,696,785)
Administrative Expenses	20.00	(462,270,058)	(348,135,495)
Selling and Distribution Expenses		(26,092,410)	(28,842,559)
Finance Cost	21.00	(2,693,574,115)	(2,620,718,731)
Profit before WPPF and Income Tax		2,203,850,594	383,084,950
Contribution to WPPF		(96,256,198)	(18,242,140)
Net Profit before Tax		2,107,594,396	364,842,809
Income Tax (Expense)/Income	22.00	(429,664,020)	111,388,320
Net Profit after Tax (NPAT) for the period		1,677,930,376	476,231,129
Other Comprehensive Income:			
Fair Value Gain/(Loss) on Investment in Shares		2,229,388,791	(415,658,603)
Total Comprehensive Income for the period		3,907,319,167	60,572,526
EPS based on NPAT (Adjusted EPS)	23.00	1.92	0.54

The accompanying notes form an integral part of these financial statements.

Approved and authorised for issue by the board of directors on 02 March, 2021 and signed for and on behalf of the board


O K Chowdhury, FCA
Director


A B Siddiquir Rahman
Director


Md. Luthfor Rahman
Chief Financial Officer

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

02 March, 2021
Dhaka

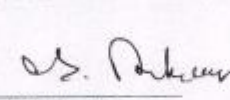
BANGLADESH EXPORT IMPORT COMPANY LIMITED
Statement of Changes in Equity
For the period of 06 Months ended 31 December 2020

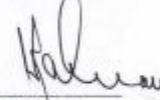
	Amount in Taka			Total Equity
	Share Capital	Reserves (Note - 12)	Retained Earnings	
As on 01 July 2020	8,763,188,790	34,999,627,322	16,996,374,592	40,759,190,704
Net Profit after tax for the Period ended 31 December 2020	-	-	1,677,930,376	1,677,930,376
Other Comprehensive Income:				
Fair Value gain on Investment in Shares (Note-12)	-	2,229,388,791	-	2,229,388,791
Transaction with Shareholders:				
Payment of 5% Cash Dividend for the prior year (2019-2020)	-	-	(438,159,440)	(438,159,440)
As on 31 December 2020	8,763,188,790	37,229,016,113	18,236,145,528	64,228,350,431
Number of Shares				876,318,879
Net Assets Value Per Share (Note: 24.00)				73.29
As on 01 July 2019	8,763,188,790	35,437,903,016	16,988,352,300	61,189,444,106
Net Profit after tax for the period ended 31 December 2019	-	-	476,231,129	476,231,129
Other Comprehensive Income:				
Fair Value Loss on Investment in Shares (Note-12)	-	(415,638,603)	-	(415,638,603)
Transaction with Shareholders:				
Payment of 5% Cash Dividend for the prior year (2018-2019)	-	-	(438,159,440)	(438,159,440)
As on 31 December 2019	8,763,188,790	35,022,244,413	17,026,423,990	60,811,857,193
Number of Shares				876,318,879
Net Assets Value Per Share (Note: 24.00)				69.39

The accompanying notes form an integral part of these financial statements.

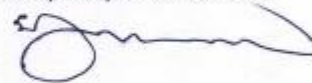
Approved and authorised for issue by the board of directors on 02 March, 2021 and signed for and on behalf of the board.


 O K Chowdhury, FCA
 Director


 A B Siddiqui Rahman
 Director


 Md. Luthfor Rahman
 Chief Financial Officer
 As per our separate report of even date annexed.

02 March, 2021
 Dhaka


 M. J. ABEDIN & CO.
 Chartered Accountants

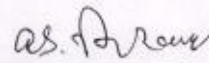
BANGLADESH EXPORT IMPORT COMPANY LIMITED
Statement of Cash Flows
For the period of 06 Months ended 31 December 2020


	Notes	Amount in Taka	
		July 20 -Dec. 20	July 19 -Dec. 19
Cash Flows From Operating Activities:	26.00	11,878,148,583	661,055,676
Cash Received Against Revenue and Others		23,864,676,914	9,485,344,859
Cash Paid to Suppliers and Others		(11,986,528,331)	(8,824,289,183)
Cash Flows From Investing Activities:		(12,468,888,710)	(1,335,535,469)
Addition of Property, Plant and Equipment		(1,506,656,495)	(1,335,535,469)
Addition of Investment Property		(449,200,000)	-
Investment in Shares		(10,513,032,215)	-
Cash Flows From Financing Activities:		960,042,749	1,559,759,928
Increase in Loan		960,042,749	1,559,759,928
Increase/(Decrease) in Cash and Cash Equivalents		369,302,622	885,280,135
Cash and Cash Equivalents at Opening		291,290,378	324,906,882
Cash and Cash Equivalents at Closing	10.00	660,593,000	1,210,187,017
Net Operating Cash Flow Per Share	25.00	13.55	0.75

The accompanying notes form an integral part of these financial statements.

Approved and authorised for issue by the board of directors on 02 March, 2021 and signed for and on behalf of the board.


O K Chowdhury, FCA
Director


A B Siddiqur Rahman
Director


Md. Luthfor Rahman
Chief Financial Officer

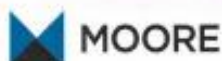
As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

02 March, 2021
Dhaka

Audited Financial Statements of Shinepukur Ceramics Limited



M. J. ABEDIN & CO

এম. জে. আবেদীন এন্ড কোং
Chartered Accountants

National Plaza, 3rd Floor
109 Bir Uttam C. R. Datta Road
Dhaka - 1205, Bangladesh
T +088 02 9666508, 9675340
E audit@mjabedin.com
www.mjabedin.com

SHINEPUKUR CERAMICS LIMITED
Statement of Financial Position
As at 31 December 2020

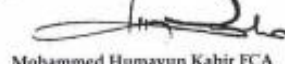
	Notes	Amount in Taka	
		31-Dec-2020	30-June-2020
ASSETS			
Non-Current Assets			
Property, Plant and Equipment - Carrying Value	4.00	5,241,784,650	5,180,083,863
Investment in Shares	5.00	5,086,043,752	5,145,934,995
		155,740,898	34,148,868
Current Assets			
Inventories	6.00	1,246,815,254	1,236,014,149
Accounts & Other Receivables	7.00	897,312,292	902,826,025
Advances, Deposits & Prepayments	8.00	154,615,681	178,701,696
Cash and Cash Equivalents	9.00	180,771,962	146,682,551
		14,115,319	7,803,877
Total Assets		6,488,599,904	6,416,098,012
EQUITY AND LIABILITIES			
Shareholders' Equity			
Issued Share Capital	10.00	4,382,235,352	4,275,198,297
Revaluation Surplus on Property, Plant and Equipment	11.00	1,469,660,550	1,469,660,550
Fair Value Loss on Investment in Shares		2,966,690,015	2,966,690,015
		(9,229,716)	(130,821,746)
Retained Earnings		(44,885,497)	(30,330,522)
Non-Current Liabilities			
Long Term Loans - Net-off Current Maturity(Secured)	12.00	446,694,844	506,157,717
Gratuity Payable	13.00	229,931,821	291,263,805
Deferred Tax Liability	14.00	135,290,946	133,421,835
		81,472,077	81,472,077
Current Liabilities			
Short Term Loans from Banks & Other	15.00	1,659,669,708	1,634,741,998
Long Term Loans-Current Maturity (Secured)	16.00	756,373,783	766,336,816
Creditors, Accruals and Other Payables	17.00	214,498,161	155,094,538
		688,797,764	713,310,644
Total Equity and Liabilities		6,488,599,904	6,416,098,012

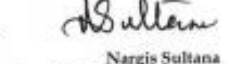
The accompanying notes form an integral part of these financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the board.


Sybil Ahmed
Director


O K Chowdhury, FCA
Director


Mohammed Humayun Kabir FCA
Chief Executive


Nargis Sultana
Head of Finance & Accounts

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

Dated, Dhaka
02 March 2021

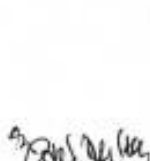
 An independent member firm of
Moore Global Network Limited

SHINEPUKUR CERAMICS LIMITED
Statement of Profit or Loss
For the period of 06 Months ended 31 December 2020

	Notes	Amount in Taka	
		01.07.2020- 31.12.2020	01.07.2019- 31.12.2019
Revenue	18.00	665,635,769	692,016,963
Cost of Goods Sold	19.00	(561,818,596)	(555,673,372)
Gross Profit		103,817,173	136,343,591
Other Income	20.00	2,095,056	1,963,673
Operating Expenses		(47,049,999)	(51,321,230)
Administrative Expenses	21.00	(22,863,462)	(23,458,438)
Selling & Distribution Expenses	22.00	(24,186,537)	(27,862,792)
Profit from Operations		58,862,230	86,986,034
Finance Cost	23.00	(38,249,961)	(64,356,570)
Profit before WPPF		20,612,269	22,629,464
Workers' Profit Participation Fund		(1,142,659)	(1,077,594)
Net Profit Before Tax		19,469,610	21,551,870
Income Tax Income/(Expense)	24.00	(4,631,385)	(13,191,549)
Net Profit After Tax for the Period		14,838,225	8,360,321
Earning Per Share	25.00	0.10	0.06

The accompanying notes form an integral part of these financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:


Iqbal Ahmed
Director


O K Chowdhury, FCA
Director


Mohammed Humayun Kabir FCA
Chief Executive


Nargis Sultana
Head of Finance & Accounts

As per our separate report of even date annexed

Dated, Dhaka
02 March 2021



M. J. ABEDIN & CO.
Chartered Accountants

SHINEPUKUR CERAMICS LIMITED
 Statement of Other Comprehensive Income
 For the period of 06 Months ended 31 December 2020

Particulars	Notes	Amount in Taka	
		01.07.2020- 31.12.2020	01.07.2019- 31.12.2019
Net Profit/(Loss) After Tax for the half year		14,838,225	8,360,321
Fair Value Gain/(Loss) on Investment in Shares	5.00	121,592,030	(22,450,673)
Total Comprehensive Income/(Loss) for the period		136,430,255	(14,090,352)

Statement of Changes in Equity
 For the period of 06 Months ended 31 December 2020

Particulars	Amount in Taka				
	Share Capital	Revaluation Surplus on PPE	Fair Value Loss on Investment in Shares	Retained Earnings	Total Equity
Balance as on 1 July 2020	1,469,660,550	2,966,690,015	(130,821,746)	(30,330,522)	4,275,198,297
Net Profit after tax for the period ended 31 Dec 2020	-	-	-	14,838,225	14,838,225
2% Cash Dividend for 2019-2020	-	-	-	(29,393,200)	(29,393,200)
Fair Value Gain/(Loss) on Investment in Shares (Note - 5)	-	-	121,592,030	-	121,592,030
Total Balance as on 31 Dec 2020	1,469,660,550	2,966,690,015	(9,229,716)	(64,885,497)	4,352,235,352
Number of Shares to compute NAV					146,966,055
Net Assets Value (NAV) Per Share					29.81
For the period of 06 Months ended 31 December 2019					
Balance as on 1 July 2019	1,469,660,550	2,966,690,015	(106,500,419)	(61,923,172)	4,267,926,974
Net Profit after tax for the period ended 31 Dec 2019	-	-	-	8,360,331	8,360,331
Fair Value (Loss) on Investment in Shares (Note-5)	-	-	(22,450,673)	-	(22,450,673)
Total Balance as on 31 Dec 2019	1,469,660,550	2,966,690,015	(128,951,092)	(53,562,841)	4,293,836,632
Number of Shares to compute NAV					146,966,055
Net Assets Value (NAV) Per Share (Note: 26)					28.94

The accompanying notes form an integral part of these financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the Board:


 Iqbal Ahmed
 Director


 O K Chowdhury, FCA
 Director


 Mohammed Humayun Kabir FCA
 Chief Executive


 Nargis Sultana
 Head of Finance & Accounts

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
 Chartered Accountants

Dated, Dhaka
 02 March 2021

SHINEPUKUR CERAMICS LIMITED
Statement of Cash Flows
For the period of 06 Months ended 31 December 2020

	Notes	Amount in Taka	
		01.07.2020- 31.12.2020	01.07.2019- 31.12.2019
Cash Flows From Operating Activities:			
Collections from turnover and other income		691,816,841	777,296,416
Payments for costs, expenses & others		(624,113,166)	(572,982,437)
Interest Paid		(36,509,786)	(63,475,409)
Income-Tax paid and /or deducted at sources		(12,850,553)	(13,201,549)
<i>Net cash generated from operating activities</i>	27.00	<u>18,343,336</u>	<u>127,637,021</u>
Cash Flows From Investing Activities:			
Property, Plant and Equipment acquired		(140,500)	(560,237)
<i>Net cash used in investing activities</i>		<u>(140,500)</u>	<u>(560,237)</u>
Cash Flows From Financing Activities:			
Decrease in Loan		(11,891,394)	(137,167,018)
<i>Net cash used in financing activities</i>		<u>(11,891,394)</u>	<u>(137,167,018)</u>
<i>Increase/(Decrease) in Cash and Cash Equivalents</i>		<u>6,311,442</u>	<u>(10,090,235)</u>
<i>Cash and Cash Equivalents at the beginning of the period</i>		<u>7,803,877</u>	<u>25,509,152</u>
<i>Cash and Cash Equivalents at the end of the period</i>	9.00	<u>14,115,319</u>	<u>15,418,917</u>
<i>Net Operating Cash Flows Per Share</i>	28.00	<u>0.12</u>	<u>0.87</u>

The accompanying notes form an integral part of these financial statements.

Approved and authorized for issue by the board of directors on 02 March 2021 and signed for and on behalf of the board.


Iqbal Ahmed
Director


O K Chowdhury, FCA
Director


Mottammed Humayun Kabir FCA
Chief Executive


Nargis Sultana
Head of Finance & Accounts

As per our separate report of even date annexed.



M. J. ABEDIN & CO.
Chartered Accountants

Dated, Dhaka
02 March 2021

Section 13: Comparative Financial Statements of Beximco Limited for Last 3 Years

13.1. Consolidated Balance Sheet of Beximco Limited & Its Subsidiary

BEXIMCO Limited and its subsidiary Consolidated Balance Sheet				
	<u>20-Dec</u>	<u>Jun-20</u>	<u>Jun-19</u>	<u>Jun-18</u>
<u>Particulars</u>	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>
Non-Current Assets	85,679,643,315	73,564,288,896	41,242,152,352	41,470,378,314
Property, Plant and Equipment	56,398,212,171	55,652,211,852	25,884,866,517	26,511,300,819
Investment Property	26,789,525,539	16,276,493,324	14,024,387,243	14,016,835,187
Investment in Shares	2,491,905,605	1,635,583,720	1,332,898,592	942,242,308
Current Assets	49,102,739,161	57,579,242,592	87,210,878,187	81,275,923,350
Inventories	6,384,099,169	7,267,675,446	2,782,482,251	2,661,668,592
Accounts & Other Receivables	20,768,796,674	28,091,805,170	51,729,101,819	41,671,914,903
Advances, Deposits & Prepayments	21,275,134,998	21,920,667,721	32,348,878,083	36,874,815,026
Cash and Cash Equivalents	674,708,320	299,094,255	350,416,034	67,524,829
Total Assets	134,782,382,476	131,143,531,488	128,453,030,539	122,746,301,664
Equity attributable to the owners of the company	63,866,474,647	62,275,165,500	62,280,652,813	61,265,683,055
Issued Share Capital	8,735,962,640	8,735,962,640	8,735,962,640	8,319,964,420
Reserve	36,904,207,679	36,557,993,526	36,587,299,457	36,611,331,333
Retained Earnings	18,226,304,328	16,981,209,334	16,957,390,716	16,334,387,302
Non-Controlling (Minority) Interest in Subsidiaries	2,205,814,276	2,137,599,149	2,133,963,487	2,107,622,991

Total Equity	66,072,288,923	64,412,764,649	64,414,616,300	63,373,306,046
Non-Current Liabilities	24,304,189,690	25,106,697,249	33,131,092,570	43,137,666,980
Long Term Loans - Net off Current Maturity(Secured)	22,937,115,701	23,878,407,661	31,904,688,365	41,909,234,687
Gratuity Payable	135,290,946	133,421,835	131,536,452	120,142,415
Deferred Tax Liability	1,231,783,043	1,094,867,753	1,094,867,753	1,108,289,878
Current Liabilities	44,405,903,863	41,624,069,590	30,907,321,669	16,235,328,639
Short Term Loans from Banks & Other	4,948,394,542	1,831,888,310	2,342,323,736	2,353,403,248
Long Term Loans-Current Maturity (Secured)	25,391,794,923	26,618,857,841	18,579,952,519	5,366,305,262
Trade and Other Payables	14,065,714,398	13,173,323,439	9,985,045,414	8,515,620,129
Total Equity and Liabilities	134,782,382,476	131,143,531,488	128,453,030,539	122,746,301,664
NAV per Share	75.63	73.73	73.73	76.17

Table- 68

13.2. Consolidated Income Statement of Beximco Limited & Its Subsidiary

BEXIMCO Limited and its subsidiaries Consolidated Profit and Loss Account				
Particulars	30-Dec	2020	2019	2018
	Taka	Taka	Taka	Taka
Revenue (Turnover) from net Sales	17,231,390,203	21,035,688,558	25,485,452,571	25,387,574,121
Cost of Goods Sold	(11,741,785,852)	(13,891,162,203)	(17,274,336,397)	(17,425,527,536)
Gross Operating Profit	5,489,604,351	7,144,526,356	8,211,116,174	7,962,046,585
Operating Expenses	(535,412,467)	(907,305,994)	(923,792,397)	(877,372,927)
Administrative Expenses	(485,133,520)	(805,276,743)	(844,094,834)	(780,894,602)
Selling & Distribution Expenses	(50,278,947)	(102,029,252)	(79,697,563)	(96,478,325)
Operating Profit	4,954,191,884	6,237,220,362	7,287,323,777	7,084,673,658
Finance Cost	(2,731,824,076)	(5,390,501,231)	(5,544,919,089)	(5,605,392,421)
Net Profit before Contribution to WPPF	2,222,367,808	846,719,131	1,742,404,688	1,479,281,237
Contribution to Workers' Profit Participation / Welfare Fund	(97,398,857)	(40,319,959)	(1,728,146,547)	(70,441,964)
Net Profit before Income Tax	2,124,968,951	806,399,172	1,659,433,036	1,408,839,273
Income Tax (Expenses)/Income	(434,295,405)	(328,624,790)	(170,484,366)	(87,936,762)
Net Profit After Tax	1,690,673,546	477,774,382	1,488,948,670	1,320,902,512
Non-Controlling (Minority) Interest in Loss/ (Income)	(7,419,113)	(15,796,325)	(31,355,856)	(30,774,015)
Net Profit after tax and Non-Controlling (Minority) Interest	1,683,254,433	461,978,057	1,457,592,814	1,290,128,497
Other Comprehensive Income				
Adjustment for Fair Value Gain/(Loss) on Investment in Shares	407,010,168	(41,466,590)	(30,166,282)	(55,391,502)
Total Comprehensive Income after Minority Interest	2,090,264,601	420,511,467	1,427,426,532	1,234,736,995
Basic EPS	1.93	0.53	1.67	1.55

Table- 69

13.3. Consolidated Cash Flow Statement Of Beximco Limited & Its Subsidiary

BEXIMCO Limited and its subsidiaries Consolidated Cash Flow Statement					
	Particulars	30-Dec	2020	2019	2018
		Taka	Taka	Taka	Taka
A)	Cash flows from operating activities				
	Collections from turnover and other income	24,556,493,755	44,672,985,208	15,428,265,654	15,672,079,592
	Payments for cost and expenses including interest & tax	(12,660,001,835)	(12,978,383,355)	(16,336,992,024)	(16,638,469,153)
	Net Cash Used in Operating Activities	11,896,491,920	31,694,601,853	(908,726,370)	(966,389,561)
B)	Cash Flows From Investing Activities				
	Property, Plant and Equipment acquired	(1,506,796,995)	(31,248,112,822)	(80,874,175)	(190,550,542)
	Additional Investemnt in Property	(449,200,000)	-	-	-
	Investment in Shares	(10,513,032,215)	-	-	-
	Net cash used in investing activities	(12,469,029,210)	(31,248,112,822)	(80,874,175)	(190,550,542)
C)	Cash Flows From Financing Activities:				
	Increase in loan	948,151,355	(497,810,809)	1,272,491,750	1,135,373,634
	Net Cash Generated From Financing Activities	948,151,355	(497,810,809)	1,272,491,750	1,135,373,634
	Increase/(Decrease) in Cash and Cash Equivalents	375,614,065	(51,321,778)	282,891,205	(21,566,469)
	Cash and Cash Equivalents at Beginning of the year	299,094,255	350,416,034	67,524,829	89,091,298
	Cash and Cash Equivalents at End of the year	674,708,320	299,094,256	350,416,034	67,524,829

Table- 70

13.4. Balance Sheet of Beximco Limited

BEXIMCO Limited and its subsidiary Solo Balance Sheet				
<u>Particulars</u>	<u>20-Dec</u>	<u>Jun-20</u>	<u>Jun-19</u>	<u>Jun-18</u>
	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>
Non-Current Assets	83,003,290,244	69,005,777,676	36,957,099,573	37,314,049,878
Property, Plant and Equipment	51,312,168,419	50,506,276,857	20,615,529,141	21,128,371,291
Investment Property	26,789,525,539	16,276,493,324	14,024,387,243	14,016,835,187
Investment in Shares	4,901,596,286	2,223,007,495	2,317,183,189	2,168,843,400
Current Assets	47,855,923,906	56,343,228,443	85,915,723,479	80,263,217,026
Inventories	5,486,786,877	6,364,849,421	1,916,134,639	1,966,642,640
Accounts & Other Receivables	20,614,180,993	27,913,103,474	51,456,152,527	41,473,686,405
Advances, Deposits & Prepayments	21,094,363,036	21,773,985,170	32,218,529,431	36,766,118,288
Cash and Cash Equivalents	660,593,000	291,290,378	324,906,882	56,769,693
Total Assets	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904
Shareholders' Equity	64,228,350,431	60,759,190,704	61,189,444,106	60,453,162,059
Issued Share Capital	8,763,188,790	8,763,188,790	8,763,188,790	8,345,894,090
Reserve	37,229,016,113	34,999,627,322	35,437,903,016	35,710,563,227
Retained Earnings	18,236,145,528	16,996,374,592	16,988,352,300	16,396,704,742
Non-Current Liabilities	23,857,494,846	24,600,539,531	32,604,315,340	42,559,053,717
Long Term Loans - Net off Current Maturity(Secured)	22,707,183,880	23,587,143,855	31,590,919,664	41,532,235,916
Deferred Tax Liability	1,150,310,966	1,013,395,676	1,013,395,676	1,026,817,801

Current Liabilities	42,773,368,873	39,989,275,884	29,079,063,606	14,565,051,128
Long Term Loans-Current Maturity (Secured)	4,192,020,759	26,463,763,303	18,392,880,929	5,180,197,210
Short Term Loans from Banks & Other	25,177,296,762	1,065,551,494	1,478,688,158	1,572,451,619
Trade and Other Payables	13,404,051,352	12,459,961,087	9,207,494,519	7,812,402,299
Total Equity and Liabilities	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904

Table- 71

13.5. Income Statement of Beximco Limited

BEXIMCO Limited and its subsidiaries Solo Profit and Loss Account				
	30-Dec	2020	2019	2018
Particulars	Taka	Taka	Taka	Taka
Revenue (Turnover) from net Sales	16,565,754,434	19,824,794,641	23,942,598,755	23,845,878,287
Cost of Goods Sold	(11,179,967,257)	(12,871,944,492)	(16,081,639,539)	(16,243,180,683)
Gross Operating Profit	5,385,787,177	6,952,850,149	7,860,959,216	7,602,697,604
Operating Expenses	(488,362,468)	(808,684,599)	(804,665,597)	(754,277,582)
Administrative Expenses	(462,270,058)	(755,852,217)	(780,844,300)	(721,094,449)
Selling & Distribution Expenses	(26,092,410)	(52,832,382)	(23,821,297)	(33,183,133)
Operating Profit	4,897,424,709	6,144,165,550	7,056,293,619	6,848,420,022
Finance Cost	(2,693,574,115)	(5,309,307,509)	(5,410,990,530)	(5,454,613,586)
Net Profit before Contribution to WPPF	2,203,850,594	834,858,041	1,645,303,089	1,393,806,436
Contribution to Workers' Profit Participation / Welfare Fund	(96,256,198)	(39,755,145)	(78,347,766)	(66,371,735)
Net Profit before Income Tax	2,107,594,396	795,102,896	1,566,955,323	1,327,434,701
Income Tax (Expenses)/Income	(429,664,020)	(348,921,165)	(140,718,364)	(68,080,219)
Net Profit After Tax	1,677,930,376	446,181,731	1,426,236,959	1,259,354,482
Non-Controlling (Minority) Interest in Loss/ (Income)	-			
Net Profit after tax and Non-Controlling (Minority) Interest	1,677,930,376	446,181,731	1,426,236,959	1,259,354,482
Other Comprehensive Income				
Revaluation Surplus on Investment Property				
Fair Value Gain/(Loss) on Investment in Shares	2,229,388,791	(438,275,694)	(272,660,211)	(55,391,502)
Total Comprehensive Income after Minority Interest	3,907,319,167	7,906,037	1,153,576,748	1,203,962,980
EPS based on NPAT (Adjusted EPS)	1.92	0.51	1.63	1.51

Table- 72

13.6. Cash Flow Statement of Beximco Limited

BEXIMCO Limited and its subsidiaries					
Solo Cash Flow Statement					
		30-Dec	2020	2019	2018
	Particulars	Taka	Taka	Taka	Taka
A)	Cash flows from operating activities				
	Cash Received Against Revenue and Others	23,864,676,914	43,367,843,695	13,960,132,634	14,162,809,665
	Cash Paid to Suppliers and Others	(11,986,528,331)	(11,809,140,914)	(14,929,041,021)	(15,169,772,364)
	Net Cash Used in Operating Activities	11,878,148,583	31,558,702,781	(968,908,387)	(1,006,962,699)
B)	Cash Flows From Investing Activities				
	Purchase of Property, Plant and Equipment	(1,506,656,495)	(31,246,289,185)	(67,057,124)	(182,013,975)
	Sales Proceeds of Property, plant and equipment	(449,200,000)	-	-	-
	Investment in Shares	(10,513,032,215)	-	-	-
	Net cash used in investing activities	(12,468,888,710)	(31,246,289,185)	(67,057,124)	(182,013,975)
C)	Cash Flows From Financing Activities:				
	Increase in loan	960,042,749	(346,030,099)	1,304,102,700	1,175,321,215
	Net Cash Generated From Financing Activities	960,042,749	(346,030,099)	1,304,102,700	1,175,321,215
	Increase/(Decrease) in Cash and Cash Equivalents	369,302,622	(33,616,503)	268,137,189	(13,655,459)
	Cash and Cash Equivalents at Beginning of the year	291,290,378	324,906,882	56,769,693	70,425,152
	Cash and Cash Equivalents at End of the year	660,593,000	291,290,379	324,906,882	56,769,693
	Net Operating Cash Flow Per Share	13.55	36.01	(1.11)	(1.21)

Table- 73

13.7. Balance Sheet of Shinepukur Ceramics Limited

SHINEPUKUR CERAMICS LIMITED				
Balance Sheet				
	20-Dec	Jun-20	Jun-19	Jun-18
Particulars	Taka	Taka	Taka	Taka
Non-Current Assets	5,241,784,650	5,180,083,863	5,327,807,561	5,451,430,431
Property, Plant and Equipment - Carrying Value	5,086,043,752	5,145,934,995	5,269,337,376	5,382,929,527
Investment in Shares	155,740,898	34,148,868	58,470,185	68,500,904
Capital Work in Progress	-	-	-	-
Current Assets	1,246,815,254	1,236,014,149	1,295,154,708	1,064,734,691
Inventories	897,312,292	902,826,025	866,347,612	747,054,319
Accounts & Other Receivables	154,615,681	178,701,696	272,949,292	198,228,498
Advances, Deposits & Prepayments	180,771,962	146,682,551	130,348,652	108,696,738
Cash and Cash Equivalents	14,115,319	7,803,877	25,509,152	10,755,136
Total Assets	6,488,599,904	6,416,098,012	6,622,962,269	6,516,165,122
Shareholders' Equity	4,382,235,352	4,275,198,297	4,267,926,974	4,215,245,981
Issued Share Capital	1,469,660,550	1,469,660,550	1,469,660,550	1,469,660,550
Revaluation Surplus on Property, Plant and Equipment	2,966,690,015	2,966,690,015	2,966,690,015	2,966,690,015
Fair Value Loss on Investment in Shares	(9,229,716)	(130,821,746)	(106,500,419)	(96,469,701)
Retained Earnings	(44,885,497)	(30,330,522)	(61,923,172)	(124,634,883)
Non-Current Liabilities	446,694,844	506,157,717	526,777,230	578,613,263
Long Term Loans - Net off Current Maturity(Secured)	229,931,821	291,263,805	313,768,701	376,998,771

Gratuity Payable	135,290,946	133,421,835	131,536,452	120,142,415
Deferred Tax Liability	81,472,077	81,472,077	81,472,077	81,472,077
Current Liabilities	1,659,669,708	1,634,741,998	1,828,258,065	1,722,305,878
Short Term Loans from Banks & Other	756,373,783	766,336,816	863,635,578	832,979,996
Long Term Loans-Current Maturity (Secured)	214,498,161	155,094,538	187,071,590	186,108,052
Trade and Other Payables	688,797,764	713,310,644	777,550,897	703,217,830
Total Equity and Liabilities	6,488,599,904	6,416,098,012	6,622,962,269	6,516,165,122

Table- 74

13.8. Income Statement of Shinepukur Ceramics Limited

SHINEPUKUR CERAMICS LIMITED				
Solo Profit and Loss Account				
	30-Dec	2020	2019	2018
	Taka	Taka	Taka	Taka
Revenue (Turnover) from net Sales	665,636,769	1,205,076,326	1,533,121,181	1,528,643,124
Cost of Goods Sold	(561,819,596)	(1,019,217,711)	(1,192,696,859)	(1,182,346,853)
Gross Operating Profit	103,817,173	185,858,615	340,424,322	346,296,271
Other Income	2,095,056	5,817,591	9,732,635	13,052,711
Operating Expenses	(47,050,999)	(98,621,395)	(119,126,800)	(123,095,345)
Administrative Expenses	(22,863,462)	(49,424,525)	(63,250,534)	(59,800,153)
Selling & Distribution Expenses	(24,187,537)	(49,196,870)	(55,876,266)	(63,295,192)
Operating Profit	58,861,230	93,054,811	231,030,157	236,253,637
Finance Cost	(38,249,961)	(81,193,722)	(133,928,558)	(150,778,835)
Net Profit before Contribution to WPPF	20,611,269	11,861,089	97,101,599	85,474,802
Contribution to Workers' Profit Participation / Welfare Fund	(1,142,659)	(564,814)	(4,623,886)	(4,070,229)
Net Profit before Income Tax	19,468,610	11,296,275	92,477,713	81,404,573
Income Tax (Expenses)/Income	(4,631,385)	20,296,375	(29,766,002)	(19,856,543)
Net Profit After Tax	14,837,225	31,592,650	62,711,711	61,548,030
EPS based on NPAT (Adjusted EPS)	0.10	0.21	0.43	0.42

Table- 75

13.9. Cash Flow Statement of Shinepukur Ceramics Limited

SHINEPUKUR CERAMICS LIMITED					
Solo Cash Flow Statement					
		30-Dec	2020	2019	2018
	Particulars	Taka	Taka	Taka	Taka
A)	Cash flows from operating activities				
	Collections from turnover and other income	691,817,000	1,305,141,513	1,468,133,022	1,509,269,927
	Payments for costs, expenses & others	(624,113,000)	(1,059,678,735)	(1,247,229,684)	(1,291,527,200)
	Interest Paid	(36,510,000)	(79,555,507)	(130,955,318)	(148,123,479)
	Income-Tax paid and /or deducted at sources	(12,851,000)	(30,008,199)	(29,766,002)	(29,046,111)
	Net Cash Used in Operating Activities	18,343,000	135,899,072	60,182,018	40,573,137
B)	Cash Flows From Investing Activities				
	Purchase of Property, Plant and Equipment	(141,000)	(1,823,637)	(13,817,051)	(8,536,567)
	Disposal of Vehicles	-	-	-	-
	Addition of Capital Work in Progress	-	-		
	Net cash used in investing activities	(141,000)	(1,823,637)	(13,817,051)	(8,536,567)
C)					
	Decrease in Loan	(11,891,000)	(151,780,710)	(31,610,950)	(39,947,581)
	Gratuity Payment	-			
	Net cash used in financing activities	(11,891,000)	(151,780,710)	(31,610,950)	(39,947,581)
	Increase/(Decrease) in Cash and Cash Equivalents	6,311,000	(17,705,275)	14,754,017	(7,911,011)
	Cash and Cash Equivalents at Beginning of the year	7,804,000	25,509,152	10,755,136	18,666,147
	Cash and Cash Equivalents at End of the year	14,115,000	7,803,877	25,509,153	10,755,136
	Net Operating Cash Flow Per Share	0.12	0.92	0.41	0.28

Table-76

Section 14: Comparative Financial Ratios of

Beximco for Last 3 Year

Auditor's certificate regarding calculation of EPS and Ratios

This is to certify that BEXIMCO Limited has maintained the following ratios as computed on the basis of the audited financial statements for the period ended December 31, 2020 & for the year ended June 30, 2020, 2019, 2018, 2017 and 2016.

Particulars	31-Dec-20	30-Jun-20	30-Jun-19	30-Jun-18
	Ratio			

I. Liquidity Ratios:

(i) Current Ratio	1.11	1.38	2.82	5.01
(ii) Quick Ratio	0.48	0.68	1.69	2.57

II. Operating Efficiency Ratios:

(i) Accounts Receivable Turnover Ratio	0.71	0.53	0.55	0.69
(ii) Inventory Turnover Ratio	1.72	2.76	6.35	6.35
(iii) Asset Turnover Ratio	0.13	0.16	0.20	0.21

III. Profitability Ratios:

(i) Gross Margin Ratio	0.32	0.34	0.32	0.31
(ii) Operating Profit Ratio	0.29	0.30	0.29	0.28
(iii) Net Profit Ratio	0.10	0.02	0.06	0.05
(iv) Return on Assets Ratio	0.01	0.00	0.01	0.01
(v) Return on Equity Ratio	0.03	0.01	0.02	0.02
(vi) Earnings Per Share (EPS), BDT	1.93	0.53	1.66	8.78
(vii) Earnings before interest, taxes, depreciation and amortization (EBITDA) margin	0.40	0.29	0.28	0.28

IV. Solvency Ratios:

(i) Debt to Total Assets Ratio	0.51	0.51	0.50	0.48
(ii) Debt to Equity Ratio	1.04	1.04	0.99	0.94
(iii) Times Interest Earned Ratio	1.81	1.16	1.31	1.26
(iv) Debt Service Coverage Ratio	0.07	0.09	0.11	0.12
(v) Debt to Total Tangible Asset	0.51	0.51	0.50	0.48
(vii) Net Asset Value (NAV) per share, BDT	75.63	73.50	73.51	431.21

V. Cash Flow Ratios:

(i) Net Operating Cash Flow per Share (NOCFPS), BDT	13.62	36.28	(1.04)	(1.16)
(ii) Net Operating Cash Flow to Net Income	7.07	68.61	(0.62)	(0.75)

Table 77


Sd/-

Date:
Place: Dhaka

M. J. Abedin & Co.,
Chartered Accountants

Section 15: Credit Rating Report

15.1. Credit Rating Report of the Issue


EMERGING
Credit Rating Ltd

BEXIMCO Sukuk Al Istisna
Sukuk Rating

Valid From	Valid Till	Rating Action	Long Term Rating	Outlook
April 28, 2021	April 27, 2022	Initial	A	Stable

Year of Incorporation (Originator) : 1972

Chairman : Mr. A S F Rahman

Originator : Bangladesh Export Import Company Limited

Issue Amount : BDT 30,000.00 Million


Program Tenure : 5 years

Issuer : Beximco-Sukuk Trust (SPV)

Lead Arranger : City Bank Capital Resources Limited (CBCRL)

Trustee : Investment Corporation of Bangladesh (ICB)

Contact Analysts : Nahian Mueid nahian@emergingrating.com
Md. Rajiur Rahman rajiur@emergingrating.com
Subrata Howlader subrata@emergingrating.com
Zenith Matin zenith@emergingrating.com
Saami Alam saami@emergingrating.com


NKA Mobin (FCA, FCS, CFC)
Managing Director & CEO
Emerging Credit Rating Ltd.

Credit
Analysis

Sukuk Rating

Emerging Credit Rating Ltd

CREDIT ANALYSIS

Sukuk Rating

2021 Initial Review

BEXIMCO Sukuk Al Istisna

Major Rating Factors

- Strengths**
- Highly acclaimed board of directors
 - Experienced and qualified top management.
 - Modern infrastructure facility with further expansion in process
- Challenge/ Risks**
- Project implementation in due time
 - Generating huge revenue for textile unit as projected and maintaining current efficient collection from receivables.

Rationale Emerging Credit Rating Limited (ECRL) has assigned **A** (Pronounced as Single A) long term credit rating to the instrument named BEXIMCO Sukuk Al Istisna (hereinafter referred to as "Sukuk" or "The Instrument" or "The issue") with issue size of BDT 30.00 billion originated by Bangladesh Export Import Company Limited (hereinafter referred to as Beximco Ltd) and issued by Beximco-Sukuk Trust (SPV). The outlook on the rating is **Stable**. The rating is consistent with ECRL's methodology for this type of instrument rating. The rating is based on annual report of Beximco Ltd. (2017, 2018, 2019, 2020, half yearly audited financial statement of 2021), draft feasibility reports of the Teesta Solar Limited and Korotoa Solar Limited, consolidated projected financial statement of Beximco Ltd, Teesta Solar Limited and Korotoa Solar Limited, draft information memorandum of the instrument and draft trust deed. ECRL also considered other quantitative and qualitative information till the date of rating while assigning this rating.

ECRL received draft trust deed, draft information memorandum and draft master Istisna agreement which are yet to be approved by duly appointed Shariah Board in Shariah pronouncement. If the necessary agreements are not approved by the Shariah Board then the credit rating will be considered invalid. In addition if there is any change in the relevant agreements or information memorandum of the instrument during the approval process of Bangladesh Securities and Exchange Commission then the originator has to notify ECRL so that ECRL can consider the impact of rating due to the changes.

Beximco Ltd. intends to originate the process of issuance of Sukuk named BEXIMCO Sukuk Al Istisna for BDT 30.00 billion which will be a Shariah compliant secured convertible asset backed instrument, to be issued pursuant to Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019 upon receipt of consent from the Commission and Shariah pronouncement by the duly appointed Shariah Board.

In order to initiate the process the originator Beximco Ltd. will create Beximco-Sukuk Trust which will be used as a special purpose vehicle (SPV) which in turn shall be the Issuer of Beximco-Sukuk and ICB is appointed as the Trustee for the benefit of the Sukuk holders. Proceeds from issuing the Sukuk will be used to purchase machinery and complete the construction work of two solar projects Teesta Solar Limited (TSL) and Korotoa Solar Limited (KSL) (two subsidiaries of BEXIMCO Power Company Limited), in addition, the remaining fund will be used to finance and refinance the



machineries and equipment required for expansion of the Textile Division of Beximco Ltd. 50% of the Sukuk size will be issued by private placement with 25% will be issued to existing shareholder of the originator and remaining 25% will be offered to the public.

The instrument will have a tenor of five years with a floating rate of return, the Base Rate will be 9.00% and margin will be 10% of the difference between Base Rate and annual dividend rate declared in the AGM of the preceding year of Beximco Ltd. If dividend rate is equal to or below the Base Rate, the Periodic Distribution Amount will be paid as per the Base Rate only. The issuer wishes to redeem profit/rental rate in semi annual basis with the principal amount being repaid on the tenth payment at the end of fifth year.

The mechanism of the Sukuk entails originator entering into an Istisna Agreement with the SPV, whereby, the Originator/Beneficiaries will buy the machineries and will construct the Projects using the proceeds of Sukuk issuance with deferred delivery of the Sukuk assets. After purchase of the machineries and construction of the projects, the Originator on behalf of the Beneficiaries will transfer the Sukuk assets to the SPV. With the Istisna Agreements, the SPV will sign a Forward Lease Agreement (Ijara Mawsufa fi al-Dimma Agreement) with the Originator and will lease the machineries to be delivered to the Originator as agent of the Beneficiaries. The Originator will pay the advance as well as the periodic distributions to the SPV on behalf of Teesta Solar Ltd. & Korotoa Solar Ltd. A Purchase Undertaking (Wa'd) will also be given by the Originator on behalf of the Beneficiaries to buy back the Sukuk assets from the SPV at an agreed price/consideration on the dissolution event upon maturity.

The main features of the Sukuk which protects investor's interest are listed below

- (i) Secured by guarantee of the Originator, the Sinking Fund and deposit of TSL Future Revenue Receivables and KSL Future Revenue Receivables into the Beximco-Sukuk Trust Account first.
- (ii) Asset-backed by TSL Solar Machineries, KSL Solar Machineries, Textile Machineries sold to the Issuer under Istisna' Agreements and assignment of TSL Future Revenue Receivables and KSL Future Revenue Receivables to the Issuer under Assignment Agreement.
- (iii) The originator will pay advance rent from its own source while the assets for the power plants are being purchased and commissioned.
- (iv) In case of total loss event, Beximco Ltd. or TSL or KSL shall pay mandatory repayment of BDT 30.00 billion from the proceeds of takaful/insurance.
- (v) 81.39% of the assets purchased using Sukuk funds will be tangible and leasable.

From the consolidated financial projection (Beximco Ltd, TSL & KSL) provided by the company it can be seen that the Beximco Ltd. and the solar units (TSL & KSL) will be generating high cash inflow from operating activities from which it can pay off its Sukuk and other interest obligations. Even though the solar projects are yet to be commissioned the company considers the revenue generation of the solar projects to be secured because of the payment security BPDB intends to sign and the guarantee the People's Republic of Bangladesh wishes to issue in favour of TSL and KSL which will secure the payment of its power generation but these guarantees will be signed once the company achieves commercial operation date and financial closing date. However it should be noted that it will take 12 months for TSL to finish commissioning its power plant while KSL will require 8 months to finish after receiving the Sukuk Funds which is likely to exceed the required commercial operation date set by BPDB. As per PPA, failure to meet the commercial operation date may have serious ramifications with BPDB issuing notice of default to the companies which may lead to the payment of liquidated damages and in extreme case may result in the termination of the contract. However it should be noted that TSL has already extended its required commercial operation date multiple times while



KSL has already extended its required commercial operation date once. The company is yet to finalize its EPC and O&M contractors for the power plants which leaves a degree of uncertainty in the implementation because efficiency of power projects largely depends on the skills of EPC and O&M contractors. The deterioration of COVID 19 pandemic situation may also delay the implementation which is also a cause of concern as pandemic is not listed as a Force Majeure event in the PPA.

The board of directors of Beximco Ltd. has a stellar track record of setting up highly successful large scale manufacturing companies. Over past three decades the directors of the company with the assistance of the management team of the company turned it into one of the largest companies in Bangladesh with a total asset size of BDT 125.35 billion in FY 2020 generating revenue BDT 19.82 billion. With the expansion of textile unit, increased capacity utilization of Beximco Health and the addition of power plants, the company believes that revenue is likely to sky rocket to BDT 41,499.30 million as per the consolidated financial projection made by the company however ECRL is concerned about the ongoing COVID 19 pandemic and other adverse business conditions which may make it challenging for the company to achieve the desired revenue growth. Total investment in the expansion plan of the company is BDT 37.33 billion, BDT 30 billion of which is funded by issuing Sukuk. If the company achieves its projected cash flow targets then the NPV of the company is likely to be BDT 34.33 billion, which indicates that the company may remain in a position of repaying the Sukuk principal after five years.

Finally the instrument is subjected to market risk as corporate Sukuk Market is yet to be established in Bangladesh, although it is popular in many muslim-majority countries, and as investment in the Sukuk may involve a high degree of risk so it remains to be seen how the market will react to the instrument. In addition the projects invested by Sukuk is highly capital intensive and majority of the fund will be required at the initial stage, thus, any delay in arranging the aggregate fund (Sukuk) would result delaying the projects' implementations and exposed to the risk of degradation and other physical losses of the Sukuk assets.

ECRL considers the outlook of the instrument to be **stable** due to the project implementation capability of the originator.

Exhibit 1: Consolidated Financial Projection (Beximco Ltd., TSL & KSL)

Financial Year Ending: June	2021	2022	2023	2024	2025	2026
Revenue (BDT in millions)	41,499.30	63,021.40	74,996.20	81,895.70	89,485.30	97,847.34
Revenue Growth (%)	109.33	51.86	19.00	9.20	9.27	9.34
COGS (BDT in Millions)	27,802.60	44,209.50	49,815.20	54,706.40	60,082.10	64,685.32
COGS Growth (%)	115.99	59.01	12.68	9.82	9.83	7.66
Gross Profit Margin (%)	33.00	29.85	33.58	33.20	32.86	33.89
Operating Profit Margin (%)	30.59	27.66	31.25	30.71	30.20	31.35
Net Profit Margin (%)	15.15	15.07	17.87	18.70	19.46	21.05
ROA (%)	4.15	5.64	7.59	8.40	9.03	10.24
ROE (%)	9.33	12.65	15.45	15.26	15.02	15.28
CFO (BDT in millions)	9,487.75	21,819.24	17,304.74	21,795.04	23,580.34	8,608.04

Data obtained from the projected financial statement of FY2021-FY2026


NKA Mobin (FCA, FCS, CFC)
 Managing Director & CEO
 Emerging Credit Rating Ltd



Exhibit 1.1: Financial Highlights: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Revenue (BDT in millions)	16,565.75	19,824.79	23,942.60	23,845.88	22,626.80
Revenue Growth (%)	77.74	(17.20)	0.41	5.39	4.72
COGS (BDT in Millions)	11,179.97	12,871.94	16,081.64	16,243.18	15,955.61
COGS Growth (%)	73.71	(19.96)	(0.01)	0.02	0.14
Gross Profit Margin (%)	32.51	35.07	32.83	31.88	29.48
Net Profit Margin (%)	10.13	2.25	5.96	5.28	4.50
Current Ratio (x)	1.12	1.41	2.95	4.65	4.30
Cash Conversion Cycle (days)	266	696	671	543	505
CFO (BDT in millions)	11,878.15	31,558.70	(968.91)	(1,006.96)	(2,312.23)
Debt-to-Equity (x)	0.81	0.84	0.84	0.80	0.79
Interest Coverage Ratio (x)	1.82	1.16	1.30	1.26	1.19
Total Liabilities to Total Assets (x)	0.51	0.52	0.50	0.49	0.48

Data obtained from audited financial statement of 2017-2020

**6 month December ended data obtained from audited financial statement*


NKA Mobin (FCA, FCS, CFC)
Managing Director & CEO
Emerging Credit Rating Ltd.



A. ORIGINATOR, BENEFICIARIES & SUKUK

A.1. Originator Description

A.1.1. Brief History of the Originator

The flagship company of the group, Bangladesh Export Import Company Limited (Beximco Ltd.) is one of the largest business unit and the oldest company of Beximco Group founded by Mr. A S F Rahman and Mr. Salman F Rahman incorporated in September 29, 1972. The company's registered and operational office is situated at BEXIMCO Corporate Head Quarters, House No. 17, Road No. 2, Dhanmondi Residential Area, Dhaka-1205. In addition, the company also has an office in London which has a subsidiary known as BEXIMCO USA Ltd.

A.2. Global Footprint

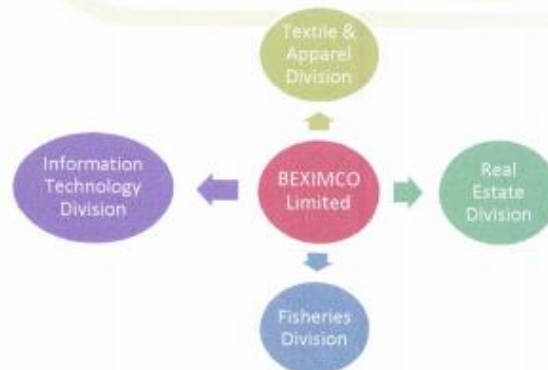
Figure 1: Global Footprint of Beximco Ltd.



A.3. Company at a Glance

A combination of multiple business entities operating in entirely different industries under one corporate group, usually involving a parent company and many subsidiaries. Beximco Ltd operates its business endeavors with a combination of multiple business entities operating in entirely different industries. In past decade several separate entities of Beximco Group has joined together in Beximco Ltd. At present the company has divisions namely textile, information technology, real estate, fisheries and marine foods. Apart from that the company has a significant investment in ceramic, pharmaceuticals, garments, power and some other industries; investments of the company discussed in details in "Investment Assets" section. The Textile division is a fully integrated manufacturer of cotton and polyester blended garments for men, women and children, both for domestic and export markets. It is also the largest division of the company. Divisions of the company are presented below:

Figure 2: Operating Division of Beximco Ltd.





A.3.1. Textile & Apparel Division

BEXIMCO's textile division was previously known as Bextex Limited. In the year 2011, the company acquired Bextex Limited, one of the most modern composite mills in the region with an installed capacity of 288 high-speed air-jet looms in its weaving section and a high-tech dyeing and finishing section with a capacity of 100,000 yards of finished fabric per day. The factory is located at BEXIMCO Industrial Park, Sarabo, Kashimpur, Gazipur. In addition the company has a composite knit fabric production mill. The company also has cotton and polyester blended yarn-spinning mill, with 122,000 spindles is one of the largest spinning mills of the country. The mill was set up to meet the needs of the ever burgeoning RMG industry of the country, especially for the export oriented RMG companies.

Exhibit 2: Production Capacity of Textiles Division

Category	Capacity per month
Yarn Spinning	1,500 tons
Woven Fabric	3.5 Million yds
Denim Fabric	5 Million yds
Knit Fabric	900 tons
Apparel Capacities	
Product (Men's + Women's + Kid's)	Capacity (in pcs / month)
Dress Shirts	2,000,000
Casual Shirts	600,000
Knits	4,000,000
Bottoms (chinos / 5 pockets)	3,000,000
Soft lightweight outerwear (cotton based)	500,000
Washing Capacities	
Category	Capacity per month
Denim	2.5 Million
Garment Dyeing	2.0 Million

During the year under review Beximco embarked on a major expansion of the textile division. Construction of a state-of-the-art washing plant for Denim fabric, using green technology, the first of its kind in Asia, was completed and trial production has already started. Spinning and weaving capacities has increased three-fold and the management contracts with six new garments units within the industrial park were concluded. Orders were placed for brand new technology air jet looms, plus warping and sizing machines from Japan. Additional land was purchased and developed at the Beximco Industrial Park in Gazipur where 600,000 square feet of new factory space for garment and PPE manufacturing unit is being constructed.

Exhibit 3: Expansion of Textile Division

Units	Existing Capacity per month	Expected Capacity after expansion per month
Washing Unit	3.75 million pcs/month	3.75 million pcs/month (This is existing capacity after expansion as all the machines have already been received)
Denim Unit	1.0 million mtrs	4.50 million mtrs
Spinning Unit	3.6 million lbs	5.54 million lbs

Over the years, BEXIMCO has developed in-house design capabilities with teams based in Bangladesh and Spain. Furthermore it has partnered with some of the world's renowned design institutes, including Fashion Institute of Technology, Parsons, London School of Fashions, NIFT and NID, for access to talented designers. BEXIMCO has built strong working relationships with its core clients



through a continuous dialogue. BEXIMCO's technology partners include Invista, Huntsman, CHT, Rudof and Clariant.

The company is also present in retail apparel through "Yellow", a youthful brand sold through BEXIMCO owned outlets. Yellow is a design driven brand that celebrates creative and original thinking to highlight a lighthearted and optimistic view of life through a superior quality product. Yellow captures a modern interpretation of fashion and relaxed attitude expresses a comfortable and confident quality. The adventurous spirit of the line is built from Beximco Group's heritage in innovation and living a life full of passion that is open to discovery. Yellow is inspired by its customers; Unconventional yet high-quality.

A.3.2. Information Technology Division

Beximco Ltd's information technology division which operates under the brand name called 'Bangladesh Online.' Bangladesh Online Limited was incorporated in 1996 with the sole aim of keeping its internet users in the information super highway with the fastest access to the net. In 2009, Bangladesh Online Limited was merged with Beximco Ltd, country's largest private sector corporate house. Since then BOL is officially known as IT Division of Beximco Ltd. The division is one of the leading providers of banking and general purpose software and high speed internet services in Bangladesh. The division has renowned and reputed client organization in its client base. It provides services to over 750 bank branches in Bangladesh. Selected customers include BASF, Bank Asia, British Airways, Emirates Airlines, Chevron, Dhaka Stock Exchange, Graphic People and Grameenphone. The company provides both enterprise level solution and home internet solution. The company has wide network coverage all over the country.

A.3.3. Fisheries Division

Beximco Fisheries Limited, a concern of Beximco Group merged with Beximco Ltd in the year 2008 known as fisheries division of Beximco Ltd. Marine Foods Division has equipped with infrastructure for culturing, processing, packaging and selling of sweet water fish and shrimps. The division has two procurement centers, one in Potuakhali and the other in Bagerhat.

The company has two culture centers in Chittagong and the first one is at Moheshkhali of 171.41 acres the other one is situated at Khurushkhul and Kalatoly projects of 26.01 acres together. On the other hand the company has four processing and freezing plant three in Khulna and one in Chittagong. Activities of the Fisheries Division have remained stagnant as well for the last few years. It is being examined if it is possible to improve the situation and what steps are necessary to ensure steady growth of revenue and profit for this division of the company. The division is currently focused on domestic sales with a strategy to reinstate exports. It is also evaluating deep water fishing options.

A.3.4. Real Estate Division

The Real Estate Division of Beximco is one of the leading real estate developers in Bangladesh. It owns over 800 acres of land at prime locations in and around Dhaka. The real estate business has been bleak for a number of years. However, it is expected that once the Pandemic is over there will be a revival of this sector with economic growth, NRB (Non Resident Bangladeshi) remittances and rapid urbanization. The company is making plans of how to best utilize these lands and maximize both revenue and profit over the next years starting as soon as the sector revives.

A.4. Investment Assets

Over the years Beximco Ltd has invested significant amount of funds to its subsidiaries and associated companies. Over the years it has built a diversified investment portfolio. A snapshot of its investments is given below.



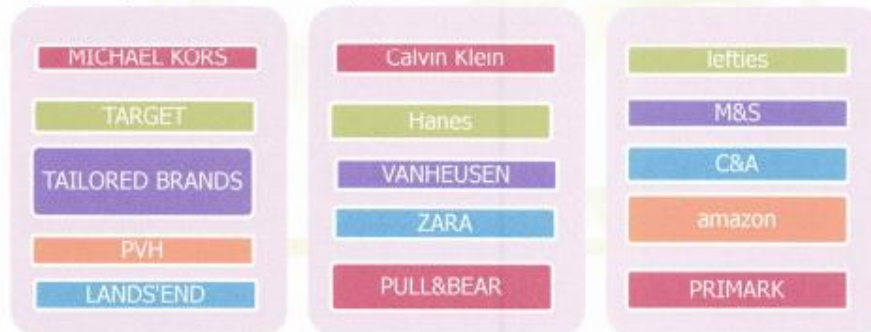
Exhibit 4: Investment Portfolio

Investments of Beximco Ltd.		
Details	No of Shares Owned (As on December 31, 2020)	Market Value of Investment (BDT in Million)
Investment in Shares		
Shinepukur Ceramics Limited	73,483,009	2,410.24
Beximco Pharmaceuticals Limited	3,189,926	607.68
Beximco Synthetics Limited	2,530	0.02
Jamuna Oil Limited	12	0.01
GMG Airlines Limited	32,997,800	299.98
Central Depository Bangladesh Limited	571,181	1.57
Beximco Power Co. Limited	75,000,000	750.00
*Share Money Deposit in Beximco Power Co. Limited		832.10
a. Sub Total		4,901.60
Investment in Property		
		26,789.53
b. Sub Total		26,789.53
Grand Total (a+b)		31,691.13

It's worth mentioning that the company has a significant investment in GMG Airlines Limited which has suspended its operation since 2012 hence it is unlikely that the company will generate return from this investment in near future.

A.5. Major Clients of Textiles & Apparel Division

Figure 3: Major Clients of Textiles & Apparel Division

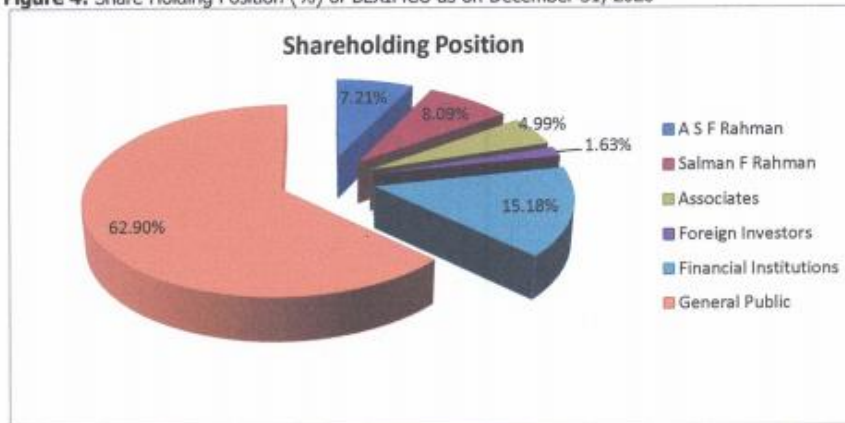


A.6. Shareholding Structure

Beximco Ltd. is in well positioned to capitalize on strong growth across industries in both the domestic and global markets. The company has authorized capital limit of BDT 10,000.00 million divided into 1,000,000,000 ordinary shares of BDT 10.00 each. Paid up capital of the company stood at BDT 8,763.19 million at the end of December 31, 2020 which is divided into 876,318,879 ordinary shares of BDT 10.00 each.



Figure 4: Share Holding Position (%) of BEXIMCO as on December 31, 2020



A.7. Group Profile

Beximco Group is one of the oldest, largest and known groups in the country employs over 70,000 personnel worldwide. Since the early days, the group has evolved from being primarily a commodities trading company to a leading, diversified group with presence in almost every industry of the country. The Group continually widened its operation in multiple industries including garments & textile, pharmaceuticals, information and communication technology, trading, financial services, marine food, real estate development, hospitality, construction, media, ceramics, aviation and energy. The group sells its products and services in the domestic market as well as international markets. The group's global clients include some of the world's best-known brands including BT, Chevron, Calvin Klein, H&M, JC Penney, Macys, Zara, UNICEF, Royal Doulton and Villeroy & Boch. The Group consists of four listed companies in DSE and CSE and seventeen privately held companies. The publicly traded companies are:

Exhibit 5: Investment in Listed Companies

Listed Companies	
1. Bangladesh Export Import Company Ltd.	2. BEXIMCO Pharmaceuticals Ltd.
3. BEXIMCO Synthetics Ltd.	4. Shinepukur Ceramics Ltd.

Nonetheless the group is always looking for establish a new company to expand the business as well as create employment opportunity. The group has also its operation in different countries. Following is a list of major companies of the group. The group has some other privately held companies listed below.

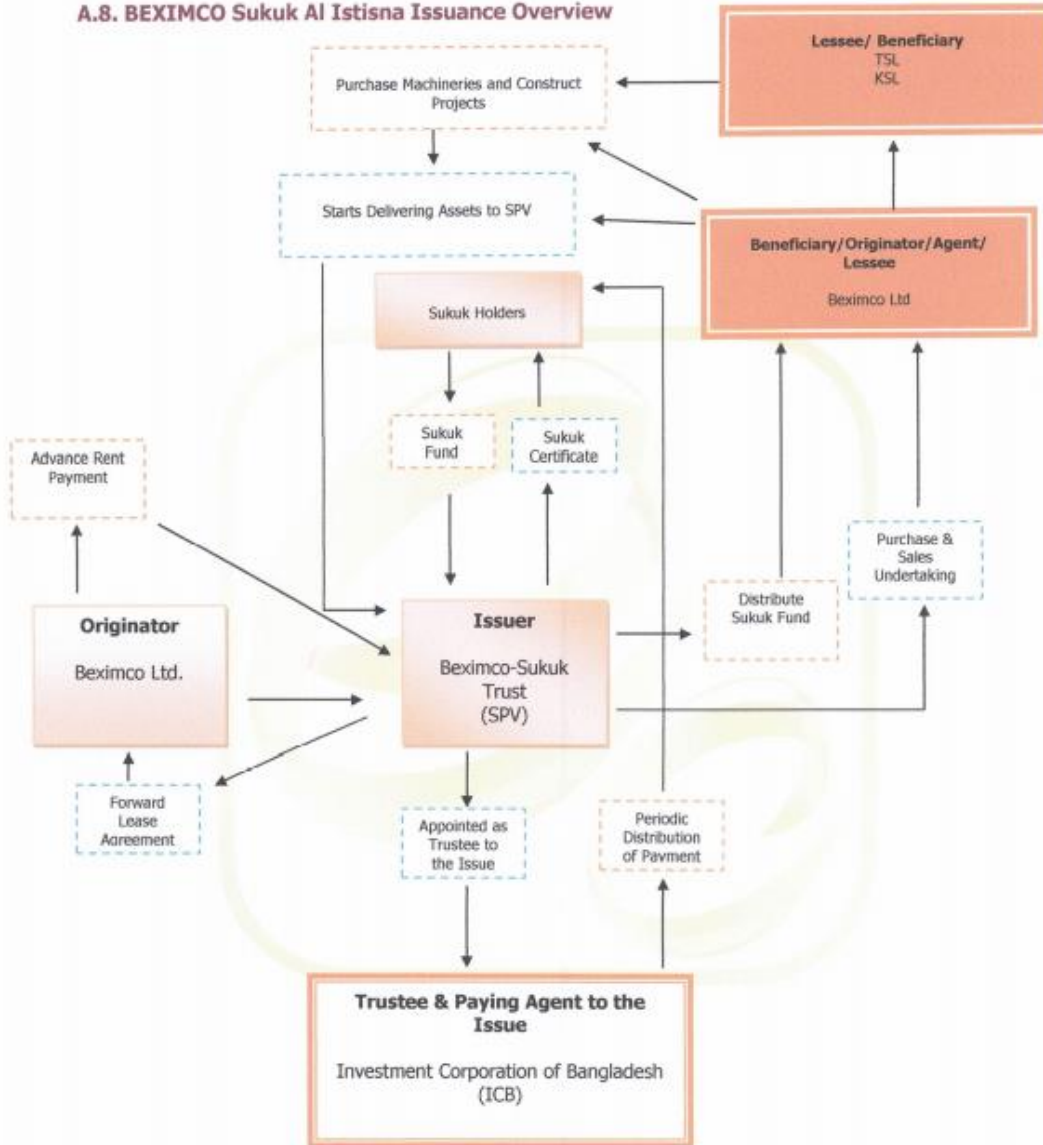
Exhibit 6: List of other concerns of BEXIMCO Group

Export Oriented Companies	
1. BEXIMCO Fashions Ltd.	2. New Dacca Industries Ltd.
3. Esses Fashions Ltd.	4. International Knitwear & Apparels Ltd.
5. Crescent Fashion & Design Ltd.	6. Escorp Apparels Ltd.
7. Bextex Garments Ltd.	
Other Concerns	
8. BEXIMCO Holdings Ltd.	9. BEXIMCO Engineering Ltd.
10. BEXIMCO Communications Ltd.	11. BEXIMCO Securities Ltd.
12. Independent Television Ltd.	13. BEXIMCO Computers Limited
14. BEXIMCO Power Limited	15. Independent Publications Limited
16. BEXTRADE Limited	17. BEXIMCO LPG Unit-1 Limited





A.8. BEXIMCO Sukuk Al Istisna Issuance Overview



A. 9.1. Sukuk Mechanism

The Originator will create a Special Purpose Vehicle ("SPV") for the purpose of this Sukuk pursuant to a registered Trust Deed. Under Sukuk Al Istisna, the Originator enters into an Istisna Agreement with the SPV, whereby, the Originator/Beneficiaries will buy the machineries and will construct the Projects using the proceeds of Sukuk issuance with deferred delivery of the Sukuk assets. After purchase of





the machineries and construction of the Projects, the Originator on behalf of the Beneficiaries will transfer the Sukuk assets to the SPV.

With the Istisna Agreements, the SPV will sign a Forward Lease Agreement (Ijara Mawsufa fi al-Dimma Agreement) with the Originator and will lease the machineries to be delivered to the Originator as agent of the Beneficiaries. The Originator will pay the advance as well as the periodic Distributions to the SPV on behalf of Teesta Solar Ltd. & Korotoa Solar Ltd. A Purchase Undertaking (Wa'd) will also be given by the Originator on behalf of the Beneficiaries to buy back the Sukuk assets from the SPV at an agreed price/consideration on the dissolution event upon maturity.

A.9.2. Sukuk Objectives

Beximco Ltd. will raise BDT 30,000.00 million. Of the total issuance 50% will be by Private placement, 25% of the Sukuk Issuance will be offered to Existing Shareholders of BEXIMCO Limited and 25% will be through Public Offer. The objective behind issuance of the BEXIMCO Sukuk Al Istisna will be used to purchase machinery and complete the construction work of two solar projects Teesta Solar Limited and Korotoa Solar Limited (two subsidiaries of BEXIMCO Power Company Limited), in addition, the rest of the fund of will be used to finance and refinance the machineries and equipment required for expansion of the Textile Division of Beximco Ltd.

Exhibit 7: Total Assets to be Purchased

Details	BDT
Asset Purchased For TSL	14,120,308,244.95
Asset Purchased for KSL	2,274,097,062.65
Asset Purchased for Beximco Ltd.	8,022,007,905.00
Total	24,416,413,212.60

A.9.3. Sukuk Proceeds Utilization

Utilization of the Sukuk fund will be as follows and Exhibit 9 indicates the assets which will be assigned to the SPV.

Exhibit 8: Utilization of Sukuk Fund

Utilization	Type	BDT	Percentage
Purchase of asset	Leasable	24,416,413,212.60	81.39
Commissioning and Construction	Non Leasable	5,583,586,787.40	18.61
		30,000,000,000.00	100

Exhibit 9: Asset assigned to SPV

Assets to Be Assigned to SPV	Type	Amount	Percentage
Asset Purchased For TSL	Leasable	14,120,308,244.95	47.07
Asset Purchased for KSL	Leasable	2,274,097,062.65	7.58
Asset Purchased for Beximco Ltd.	Leasable	8,022,007,905.00	26.74
Assignment of Future TSL and KSL receivables	Non Leasable	5,583,586,787.40	18.61
Total		30,000,000,000.00	100.00



A.10. Key Features Of BEXIMCO Sukuk Al Istisna

Exhibit 10: Structure of BEXIMCO Sukuk Al Istisna

Area	Details
Name of the Instrument:	BEXIMCO Sukuk Al Istisna
Issue Type:	Secured Convertible Asset-Backed Sukuk
Obligor/Originator:	Beximco Ltd.
Beneficiaries:	(i) Teesta Solar Ltd. (ii) Korotoa Solar Ltd. (iii) Beximco Ltd. (Textile Division)
Issuer	Special Purpose Vehicle to be formed by Beximco Ltd. with approval of BSEC (SPV)
Special Purpose Vehicle:	BEXIMCO Sukuk Trust (to be formed) under the Trust Act, 1882, with approval of Bangladesh Securities and Exchange Commission, deed of trust shall be registered under the Registration Act, 1908.
Arranger, Advisor & Issue Manager:	City Bank Capital Resources Limited ("CBCRL")
Trustee & Paying Agent:	Investment Corporation of Bangladesh
Specified Currency:	Bangladeshi Taka
Legal Adviser:	Jamali & Morshed
Sukuk Issue Size:	BDT 30 Billion (Thirty Billion Taka only)
Face Value	BDT 100 (one hundred taka)
Minimum Subscription size	BDT 5,000 = 50 lots of BDT 100 each
Tenure:	5 years
Grace Period:	N/A
Investors:	Islamic & Non Islamic Investors.
Mode of Placement:	i. Private placement: 50% of the Sukuk Issuance; ii. Existing Shareholders of Beximco Ltd.: 25% of the Sukuk Issuance; iii. Public Offer: 25% of the Sukuk Issuance.
Redemption	If any Sukukholder does not exercise the Conversion Option in full or in part during the tenure of the Sukuk, the remaining amount of the Sukukholder will be redeemable at maturity in one bullet payment.
Conversion Option	Sukukholders shall have the option to convert up to 100% of their respective investment in the sukuk into ordinary shares of Beximco Ltd. within 5 years as follows: i. 20% convertible at the option of the Sukukholders per annum; ii. Conversion option can be exercised at a multiple of 5%, i.e. 5%, 10%, 15% and 20%; iii. a single year's un-exercised option can be carried forward to the subsequent years and may be exercised along with current year's option.
Conversion Rate	25% discount to the Weighted Average Market Price in Dhaka Stock Exchange (DSE) of 20 (twenty) trading days prior to the Record Date for Conversion.
Listing of Sukuk	DSE and CSE
Reserve Account:	A reserve account will be created by the SPV where Periodic Distribution Amounts as well as the final redemption if any due, will be placed by the Originator.
Rate of Return Type:	Floating
Tax Features:	As per tax laws of Bangladesh
Credit Enhancement:	Corporate guarantee of the Originator





Transferability/ Liquidity:	Freely transferable in accordance with the provisions of the Deed of Trust.
Tradability:	Tradable as 81.39% of the Sukuk Assets are tangible Assets as Per AAOIFI Standard no-21.

A.11. Rate of Return for the Issue

The rate of return or the coupon rate of the issue is to be determined in two stages. First, the Base Rate is to be determined and then a margin is added to the base rate. Base rate will be 9.00% and margin will be 10% of the difference between Base Rate and annual dividend rate declared in the AGM of the preceding year of Beximco Ltd. If dividend rate is equal to or below the Base Rate, the Periodic Distribution Amount will be paid as per the Base Rate only.



A.12. Repayment Schedule

Exhibit 11: Repayment schedule of BEXIMCO Sukuk Al Istisna

Amount in BDT million

Semi-Annual Payment No.	Month	Beginning Balance	Principal Redemption (%)	Principal Redemption Amount	Coupon/Profit/Rental Rate 9.00%*	Installment Amount	Ending Principal
1 st	6	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
2 nd	12	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
3 rd	18	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
4 th	24	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
5 th	30	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
6 th	36	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
7 th	42	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
8 th	48	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
9 th	54	30,000,000,000	4.50%	-	1,350,000,000	1,350,000,000	30,000,000,000
10 th	60	30,000,000,000	4.50%	30,000,000,000	1,350,000,000	31,350,000,000	-
Total Amount				30,000,000,000	13,500,000,000	43,500,000,000	

*Assuming Profit rate at 9%

Considering past dividend paying history of the company, it is assumed by the arranger that profit/coupon/rental rate will not be above 9.00%, the total tenor of the issue is 5 years with semi annual installment payment, the principal amount will be redeemed with tenth payment which is to occur on 60th month with total installment size standing at BDT 31.35 billion.



A.13. Snapshot of Beneficiaries

The issue will have three beneficiaries, among the three beneficiaries two beneficiaries are operating in power sector and will build solar power plants brief snapshot of the beneficiaries are given below.

Details	TSL	KSL
Year of Incorporation	2017	2019
Sector	Power Generation	Power Generation
Capacity	200 MW AC Solar	30 MW AC Solar
Location	Sundarganj, Gaibandha, Rangpur	Tetulia, Panchagarh, Rangpur
Land Requirement	650 Acre	130 Acre
Land Acquisition at Present	585 Acre	52 Acre
PPA ¹	BPDB ²	BPDB
Date of PPA Signing	October 26, 2017	January 27, 2020
RCOD ³	October 26, 2021	March 26, 2022
Tariff Rate	USD 0.15 per kWh	USD 0.139 per kWh
Tariff Type	No Electricity No Payment	No Electricity No Payment
Technology	500+ Watts mono-crystalline PERC	500+ Watts mono-crystalline PERC
EPC Contract	To be Negotiated	To be Negotiated
O & M Agreements	To be Negotiated	To be Negotiated
Authorized Capital	BDT 1000.00 million	BDT 1,000 million
Paid Up Capital	BDT 10.00 million	BDT 10.00 million
Project Implementation Time	Completed within 12 months time after securing funds	Completed within 8 months time after securing funds

Beximco Ltd. (Textile Division) the third beneficiary of the issue previously known as Bextex Limited. In the year 2011, the company acquired Bextex Limited, one of the most modern composite mills in the region with an installed capacity of 288 high-speed air-jet looms in its weaving section and a high-tech dyeing and finishing section with a capacity of 100,000 yards of finished fabric per day. The factory is located at BEXIMCO Industrial Park, Sarabo, Kashimpur, Gazipur. In addition the company has a composite knit fabric production mill. The company also has cotton and polyester blended yarn-spinning mill, with 122,000 spindles.

Exhibit 12: Production Capacity of Textiles Division

Category	Capacity per month
Yarn Spinning	1,500 tons
Woven Fabric	3.5 Million yds
Denim Fabric	5 Million yds
Knit Fabric	900 tons
Apparel Capacities	
Product (Men's + Women's + Kid's)	Capacity (in pcs / month)
Dress Shirts	2,000,000
Casual Shirts	600,000
Knits	4,000,000
Bottoms (chinos / 5 pockets)	3,000,000
Soft lightweight outerwear (cotton based)	500,000
Washing Capacities	
Category	Capacity per month
Denim	2.5 Million
Garment Dyeing	2.0 Million

The company has now decided to diversify its business into PPE manufacturing and export in a large scale. For achieving this objective, the Textile Division of the company has established Beximco Health which is fully dedicated to manufacture high quality exportable PPE products. Massive investments have also been made for setting up completely vertical manufacturing facilities for manufacturing Category 1 to Category 4 PPF gowns and all kinds of masks including N95 masks. The company has also entered into a joint venture agreement with Intertek UK, an internationally

¹ Power Purchase Agreement

² Bangladesh Power Development Board

³ Required Commercial Operation Date target given by BPDB



renowned inspection agency to set up a world class independent testing laboratory within Beximco Health premises.

Exhibit 13: PPE Product Categories

Products	Items
Isolation Gown Level1, SPP 23 gsm (Non Sterile)	NSG 24
Isolation Gown Level 2, SMS 35 gsm (Non sterile)	NSG 11
Surgical gown Level 3, SSMMS 43 gsm (Non Sterile gown)	NSG19
Surgical gown Level 3, SSMMS 43 gsm (Sterile Gown)	NSG19
Surgical gown Level 4, PP+TPU 55-60 gsm (Sterile gown)	NSG18
3 ply Surgical Mask with Elasticated Ear loops	SM 1
N95, 5 layer foldable mask	BNM 1
Bouffant Cap, SPP 15 gsm	DSC 1
Over shoe cover SPP 20 gsm	DMO 1

A.14. Trustee

A.14.1. Trustee Background

Area	Details
Name	Investment Corporation of Bangladesh (ICB)
Paid Up Capital	BDT 7,674. 40 million
Total Manpower	663
Trustee to the Issued Bonds (Number)	18
Trustee to the Issued Bonds (Amount)	BDT 29,933.60 million
Track Record	ICB is acting as trustee to the debenture issues and asset-backed securitized bonds. ICB acted as trustee to the issues of 18 companies of which 7 companies has been redeemed successfully ⁴ .
Compliance Related Issue	As on February 28 2021 the organization received a warning letter from BSEC to ensure compliance regarding all securities related laws in future.

A.14.2. Duties and Responsibilities of Trustee

The Trustee agreement is still under process however primary duties but not limited to of the Trustee is set which are presented below.

- To oversee and monitor the overall transaction for and on behalf of the Sukuk holders.
- To distribute the half yearly periodic payments, final redemptions, mandatory redemptions to the Sukuk Holders.
- It shall enforce its rights, over the credit enhancement or collateral securities and other securities or guarantees when it is necessary to do.
- It shall call Sukukholders' meeting and shall enforce the decisions within such time of any default or any act of the Originator, which may affect the interest of the Sukukholders.
- Delay in payment of any dues by the Originator, which is not approved by the Trustee shall be treated as final default, in such a case the Trustee shall enforce its rights over the credit enhancement or collateral securities and other securities or guarantees of the Originator observing due legal process and thereafter the Trustee shall dispose-off the same to pay the proceeds proportionately to the Sukukholders after deduction of costs related thereto.
- In the event of default
 - a. The control over the Sukuk Assets shall be transferred in full to the board of Trustee and shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned party in writing.

⁴ Company website





- b. Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.

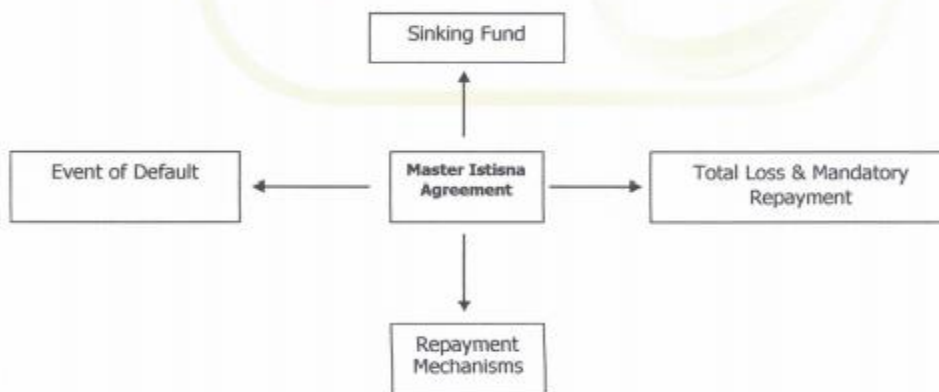
A.14.3. Key Points in Trust Deed

- Originator created Beximco-Sukuk Trust as a special purpose vehicle which shall be the Issuer of Beximco-Sukuk and ICB is appointed as the Trustee for the benefit of the Sukuk holders.
- All costs and expenses in connection with the issue of Beximco-Sukuk is on account of the Originator. Originator shall reimburse to the Trustee all such costs and expenses incurred by the Trustee at the time of issuance of Beximco-Sukuk, however, before incurring any such cost and expense, the Trustee will obtain written consent from the Originator.
- Originator hereby guarantees payment obligations of the Issuer to pay the Sukuk holders Half Yearly Periodic Payments and Final Redemption Payments as well as payment of Mandatory Redemption Amount, if any.

A.15. Key Transaction Documents

Sl. No	Particulars	Involved Parties
1.	SPV Formation & Trust Deed Preparation	Formed by Beximco Ltd.
2.	Master Istisna Agreement	Between Beximco Ltd., Beneficiaries Such as Teesta Solar Ltd., Korotoa Solar Ltd., Beximco Ltd. and the SPV
3.	Trust Deed	Prepared for SPV
4.	Forward Lease Agreement (Ijara Mawsufa fi al-Dimma Agreement)	Between Beximco Ltd., Beneficiaries Such as Teesta Solar Ltd., Korotoa Solar Ltd., Beximco Ltd. and the SPV
5.	Purchase & Sale Undertaking	Between Beximco Ltd. and the SPV
6.	Shariah Pronouncement	Formed by Shariah Supervisory Board
7.	Investment Management Contract	Between the Investor and the SPV
8.	Power Purchase Agreements	Between BPDB, TSL and KSL
9.	Implementation Agreements	Between GOB, PGCB, TSL and KSL

A.15.1. Master Istisna Agreement





Sinking Fund

- Beximco Ltd. shall deposit a maximum of BDT 50 million monthly till the Final Redemption Payments to the Sukuk holders.
- Any investment of the Sinking Fund shall be Shar'ah compliant.
- The Sinking Fund shall be maintained and managed by the originator only for the purpose of meeting the Final Redemption Payment obligations by Beximco Ltd.

Event of Default

- If Beximco Ltd. wilfully defaults for three continuous instalment or 12 months whichever is earlier.
- The control over the Sukuk Assets shall be transferred in full to the board of Trustee and shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned party in writing.
- Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.

Total Loss Event and Mandatory Redemption Amount

Total Loss equals to total loss or destruction of, or damage to the whole (and not part only) of completed and delivered TSL Solar Machineries, KSL Solar Machineries and Beximco Textile Machineries. On occurrence of Total Loss Event, Beximco Ltd. or TSL or KSL shall pay the following amount from the proceeds of takaful/insurance.

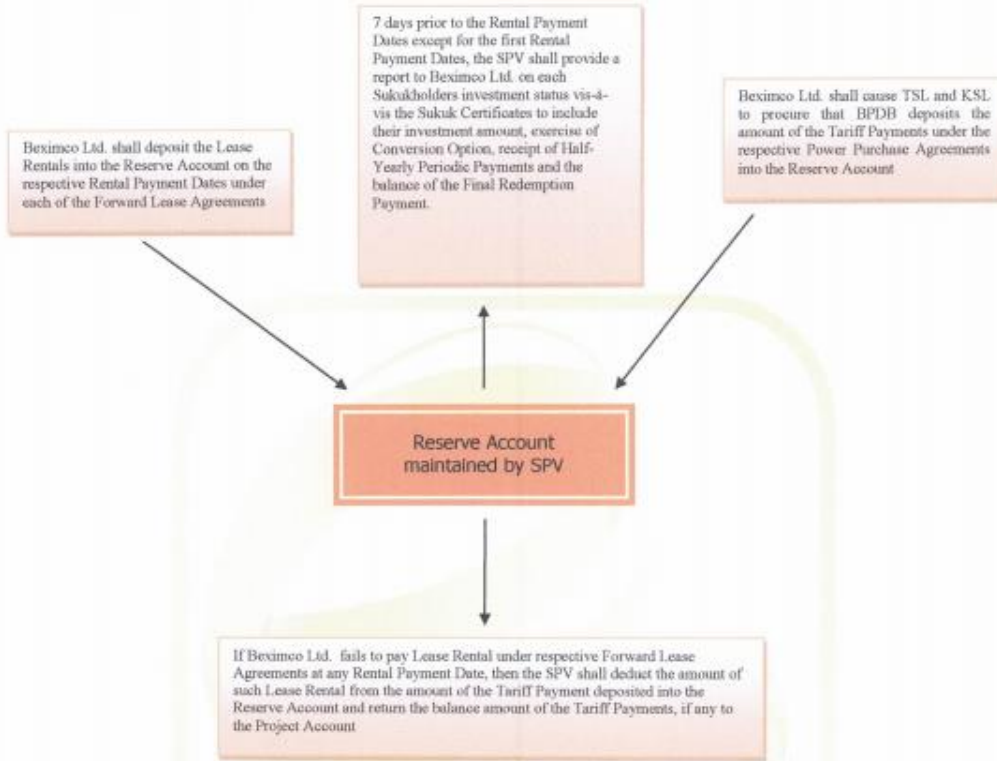
Exhibit 14: Mandatory Repayment Schedule

Mandatory Repayment	BDT
TSL	19,000,000,000.00
KSL	3,000,000,000.00
Beximco Ltd	8,000,000,000.00
Total	30,000,000,000.00





Repayment Mechanism



A. 15.2. Key Considerations of Purchase Agreement



Right to Purchase:

- Beximco Ltd., TSL and KSL will form a purchase undertaking with Beximco SPV, in respect of Beximco Sukuk Al Istisna, the right to require Beximco, TSL and KSL to purchase Sukuk assets.





- SPV shall serve the Exercise Notice to Beximco Ltd., TSL and KSL along with the last Redemption Payment Notice.
- However, if any of the Total Loss Events occurs before Maturity, the right granted hereinabove shall stand cancelled to the extent of any such Total Loss Event.

Consideration for the Purchase:

- The consideration for the purchase of Textile Machineries, TSL Solar Machineries and KSL Solar Machineries shall be the Half Yearly Periodic Payments made to the Sukukholders subject to their exercise of Conversion Options and full redemption of the Sukuk Certificates on respective dates of Maturity either by exercising Conversion Option or receipt of Final Redemption Payment by the Sukukholders.

Delays in Exercising:

- In the case where SPV delays in exercising or fails to exercise any right or remedy under this Purchase Undertaking, it will not adversely affect that right or remedy; or operate as or be taken to be a waiver of that right or remedy.
- The single, partial or defective exercise of any such right or remedy will not prevent Beximco SPV from exercising that right or remedy in the future.

Final Redemption Payments:

- Beximco Ltd. shall deposit the amount of the Final Redemption Payments under the respective Investment Contracts into the **Reserve Account**. However, Mandatory Redemption Amount, if any paid to the Sukuk holders shall be deducted from the amount of the Final Redemption Payment.
- The Final Redemption Payments shall be held by the Trustee until the date on which all the obligations of the SPV and Beximco Ltd. under or in respect of the Sukuk Certificates have been discharged in full and the Sales Agreement have been executed by the relevant Parties.

A.15.3. Key Considerations of Forward Lease Agreement

Forward Lease agreement is a contract between SPV, BEXIMCO, KSL and TSL. As per clause 4.1 of the Master Istisna' Agreement and clauses 3.1 and 3.2 of the Istisna Agreement, the SPV and Beximco and KSL/TSL have decided to enter into this agreement for forward lease of the specified machineries up to the Maturity of the last Sukuk Certificate.

The Master Istisna Agreement shall prevail over this Forward Lease Agreement. If there is any conflict with any provision of the Master Istisna Agreement and this Forward Lease Agreement, the Master Istisna Agreement shall prevail and the Parties shall accordingly amend, modify or vary this Forward Lease Agreement.



Forward Lease By SPV with the Lessor and Lessees accepts the lease of the Leased Machineries specified in the agreement for the Lease Period

Beximco pays the lease rental at 11.06% p.a. on each rental payment date (half yearly periodic Payment) and shall deposit into Reserve account

The SPV shall provide a report on each Sukukholders investment status regarding the Sukuk Certificates to include their investment amount, exercise of Conversion Option, receipt of Half-Yearly Periodic Payments and the balance of the Final Redemption Payment. the investment status to Beximco Ltd, seven days prior to rental payment date except for the first rental payment date.

If Beximco fails to pay Lease Rental at any Rental Payment Date, then the [SPV] shall deduct the amount of such Lease Rental from the amount of the Tariff Payment deposited into the Reserve Account as stated in clause 6 of the Master Istisna' Agreement and return the balance amount of the Tariff Payments, if any to the Project Account.

Upon payment of Lease Rentals from the deposited Tariff Payments as stated above, the SPV shall have no further recourse to Beximco under the this Forward Lease Agreement.

Undertakings and Transfer of Leased Machineries:

Beximco/TSL/KSL shall purchase the Leased Machineries and the SPV shall sell the Leased Machineries to Beximco/TSL/KSL pursuant to the undertaking and counter undertaking given by Beximco/TSL/KSL and the SPV, respectively as stipulated in clause 9 of the Master Istisna' Agreement.

The SPV shall transfer full title to and possession of, without any encumbrance and legal impediments, the Leased Machineries sold under this Forward Lease Agreement according to the provisions of "Final Redemption Payment, Undertaking and Transfer of Sukuk Assets" clause of the Master Istisna' Agreement.

Amendment, Modification or Variation:

No amendment, modification or variation of this Forward Lease Agreement shall be effective unless made in writing and signed by Beximco Ltd/TSL/KSL and the SPV.

A. 15.4. Analysis of ECRL of Sukuk Related Agreements

From the clauses mentioned in the Master Istisna Agreement and Forward Lease Agreement it can be seen that the Originator and the issuer will be keeping number of safe guards for the Sukuk Holders.

- Originator will be paying advance rent from its own sources before the projects comences.
- 81.39% of the assets are tangible and are leasable which will generate lease income at 11.06% per annum for the Sukuk Holders.
- BPDB is depositing the Tariff payments to the reserve account which will ensure that SPV can deduct the monthly rent portion and transfer the rest to project account.
- The originator intends to maintain a sinking fund which will be beneficial in repaying off the loan.
- There is no penalty for delaying the execution of purchase undertaking
- There is no clear directions for partially damaged assets





- In case of total loss the Sukuk Holders is still likely to get principal amount because all the assets will be insured, provided if the insurer insures the assets as per Master Istisna Agreement.

A.15.5. Key Points of Power Purchase Agreement

- Under PPA TSL and KSL cannot sell to any other party without prior consent of BPDB.
- Invoice shall be presented on a monthly basis to BPDB no sooner than 7 days after the end of the month for which the invoice will show the due date of invoice within 30 business days after the date of the issuance of the relevant invoice.
- Within 25 business days of commercial operation date BPDB will instruct any scheduled bank to issue and provide to the company a BPDB letter of credit (LC) which shall have an initial term of one year and shall provide for annual renewal by the issuing bank.
 - The amount of LC will be two month tariff at a monthly energy rate.
 - The LC will act as payment security provided by BPDB to the company.
- BPDB may give notice of default to TSL and KSL if the respective companies fail to achieve commercial date of operation by required commercial operation date.
- BPDB may give notice of default to TSL and KSL if the companies fail to maintain, submit and replenish the performance guarantee.
- The term of contract of both TSL and KSL with BPDB is 20 years.
- If the commercial operation date has not occurred by the required commercial operation date and such date has not been extended in accordance to the contract then the delay is attributable to TSL and KSL and TSL and KSL shall pay liquidated damage for delays in commissioning equal to USD 50 per MW per day.

A.15.6. Key Points of Implementation Agreement

- The People's Republic of Bangladesh represented by Ministry of Energy and Mineral Resources shall enter into a guarantee agreement with TSL and KSL and shall act as a guarantor and will irrevocably and unconditionally guarantees to pay any and every sum of money BPDB is obliged to pay TSL and KSL or pursuant to the PPA BPDB has failed to pay when due in accordance to the terms of relevant agreements.
 - The respective parties will enter into this agreement at financial closing date.
 - Financial closing shall occur
 - On construction start date
 - Delivery to BPDB of written assurances satisfactory to BPDB demonstrating that the company has financial resources available to it necessary to complete construction of the facility without interruption.
- The company shall be exempted from taxation or withholding tax in Bangladesh on its income from sale of net energy output under the power purchase agreement in accordance with prevailing statutory regulatory order (SRO).
- No value added tax on electricity delivered to BPDB
- Lead shareholder may not affect any transfer of ordinary share capital which result in lead shareholder owning less than 51% of the ordinary share capital before commencement of commercial operation and owning less than 41% prior to sixth anniversary of commercial date.

A. 15.7. Analysis of ECRL on Power Purchase Related Agreements

- Payment security from BPDB will be in effect after the company meets commercial operation date deadline.
- Payment guarantee will not be ensured from People's Republic of Bangladesh unless the TSL and KSL can secure sufficient funds to complete the project.
- In ECRL's opinion, it is unlikely that the TSL and KSL will be able to finish construction and commissioning before required commercial operation date.
- According to the SRO published on January 09 2020 the companies commencing commercial operation within January 1 2020 to December 31 2022 will enjoy tax holiday till 31 December 2034 from its commercial operation date, therefor under current government policies TSL and KSL can enjoy tax holiday maximum of 12 years.





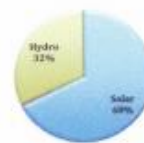
- With the share transfer restrictions in place it can be assumed that the Originator will remain the majority shareholder of TSL and KSL throughout the lifetime of the instrument.

B. INDUSTRY ANALYSIS

B.1. Overview and Outlook of the Renewable Energy Industry

Renewable energy resources are natural resources which have a vital role to meet up the energy demand of Bangladesh. Presently, Bangladesh generates around 404 MW of electricity from renewable energy sources. According to the Bangladesh power sector master plan around 35% of the country's power generation will be acquired from renewable energy sources or clean power imports by 2041. BPDB is planning some solar plants,

Renewable Energy Share



Source: National Database of Renewable Energy

- 200 MW Solar Park in Tekhnaf,
- 500 MW Solar Power energy project in Feni,
- 100MW Solar PV based Grid-Connected Power Generation Plant which is also in Feni,
- 200MW Grid-tied Solar PV Power Plant in Latshala,
- 60MW and 30MW windmill energy project in Cox's Bazar and
- 1MW garbage based power plant in Keraniganj and other areas.

The government also planning to produce 4,000 MW electricity from Nuclear Energy Source, as a part of the long-term energy generation plan.

Exhibit 15: Renewable Energy

Technology	Off-grid (MW)	On-grid (MW)	Total (MW)
Solar	346.58	143.6	490.18
Wind	2.00	0.90	2.90
Hydro	-	230	230.00
Biogas to Electricity	0.63	-	0.63
Biomass to Electricity	0.40	-	0.40

Source: Sustainable And Renewable Energy Development Authority (SREDA), Renewable Energy Summary Report

B.1.1. Solar Power

Bangladesh being a subtropical country is an ideal location for solar energy utilization. Here sunlight is plentiful for around 70% of the year which makes the use of solar panels very effective. With the support from the Government of Bangladesh, several projects are under implementation and planning according to the National Database of Renewable Energy. The higher project cost is one of the key challenges of the solar power plants as per unit rate varies from USD 0.15 to 0.18 cents equivalent to BDT 12.28- BDT 14.74. However, considering the insufficiency of the gas in the near future, it is needed to switch to the renewable sources for power generation.

B.1.2. Solar Park

Govt. incorporating with many other ministries and organizations are planning to set up 36 Solar Parks all over the country. Out of 36, 5 have been completed and running and also contributing to the national grid. Their accumulated capacity to produce energy is 88.4 MW.

Exhibit 16: Solar Park Projects

Sl.	Project Name	Capacity	Location	RE Technology
1	50 MW (AC) Solar Park by HETAT-DITROLIC-IFDC Solar Consortium	50 MW	Gauripur, Mymensingh	Solar Park
2	Kaptai 7.4 MWp Grid-connected Solar PV Power Plant	7.4 MW	KaptaiUpazila, Rangamati	Solar Park





3	8 MW Solar Park by Parasol Energy Ltd.	8 MW	PanchagarhSadar, Panchagarh	Solar Park
4	20MW (AC) Solar Park by Joules Power Limited (JPL)	20 MW	TeknafUpazila, Cox's Bazar	Solar Park
5	3 MW Grid-connected PV Power Plant at Sharishabari, Jamalpur	3 MW	SarishabariUpazila, Jamalpur	Solar Park
Total		88.4 MW		

Source: Sustainable and Renewable Energy Development Authority (SREDA); Renewable Energy Large Projects; Solar Park

Out Of the 36, 10 Solar Parks are still in the construction process, their implementation is ongoing. According to the SREDA, their production capacity will be 565.16 MW. 19 Solar Parks out of 36 are still in the planning phase. Govt. is planning to build those with different agencies, such as EGCB (Electricity Generation Company of Bangladesh), BPDB (Bangladesh Power Development Board), and RPCL (Rural Power Company Limited). Most of them are financed by Independent Power Producer (IPP). Till now Govt. has rejected 2 Solar Parks which are going to be constructed in Faridpur and Bagerhat. They were supposed to produce 200 MW energy but the Govt. rejected from the planning phase.

Exhibit 17: Status of Solar Park Projects

Status	Total Unit	Capacity in MW
Rejected from Planning Phase	2	200
Under Planning	19	1257
Implementation Ongoing	10	565.16
Completed & Running	5	88.4

Source: SREDA; Renewable Energy Large Projects; Solar Park

Providing electricity for meeting lighting needs of households and rural markets can bring several positive impacts including improvement of quality of life and increasing in income and employment opportunities. So, rural electrification through solar energy is a model to the users is that they are free from the responsibility of maintaining the system. The risk of the whole system has been avoided with the involvement of local community in management. Demonstration of solar energy system has been successful to create interest among the rural people and demand from other location also observed.

B.2.Overview of The Power Sector

Bangladesh's current plan to increase power capacity is putting the country on course for deeper financial stress in the power system. The Covid-19 pandemic will make this situation even worse. In Bangladesh, electricity is available for 85% of the population, up from 20% in 2000. Gas accounts for the majority of the country's electricity production, even though wind, hydropower and solar PV shares are growing. Bangladesh aspires to achieve middle income country status by 2021 and also targets to be in the 'high-income country' by 2041. It has successfully identified shortage of electricity as its one of the key barrier in achieving such growth. To meet the increasing demand for Power, the government of Bangladesh undertook some pragmatic steps towards increasing the power supply within the short span of time by encouraging more private sector power generation as well as import of power from native countries. The government of Bangladesh has set a target to bring the whole country under electricity coverage by 2021.

B.2.1. Demand Scenario

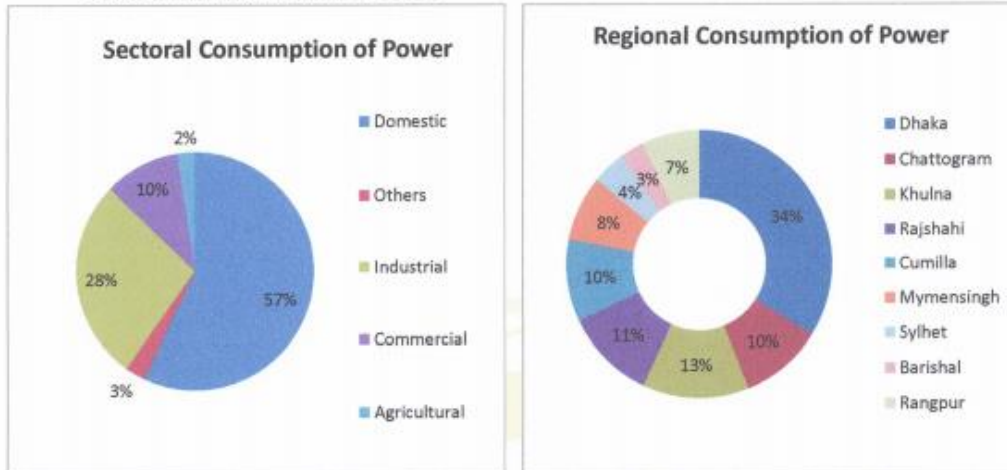
Majority of the power consumption demand comes from domestic & industrial sector of the country. RMG manufacturing, construction & infrastructure development, and pharmaceutical sector are key

growth drivers within the industrial sector. Figure 5, details consumption by various sectors and region. Key drivers of the power consumption growth are- steady population growth, urbanization, increasing per-capital income and higher purchase power, change in the life-style of country people, industrialization and increased digitalization. As on June 2020 against average daily electricity consumption demand of 9,000- 11,000 MW, according to Bangladesh Power Development Board (BPDB).





Figure 5: consumption by various sectors



Source: BPDB Annual Report 2019-20

B.2.2. Supply Scenario

Electricity generation capacity of the country stands at 23,548 MW as on June 2020. However, excluding captive power & renewable energy, installed capacity of the country's power sector was 20,383 MW as on June 2020 according to Bangladesh Power Development Board. However, electricity generation reaches to as high as 12,900 MW during summer while it falls down to as low as 6000MW in winter. Power demand reaches the highest level in April. Therefore, April is the highest power consumption month and December is the lowest consumption month. Due to no significant gas discovery in recent years, the country is facing shortage of gas supply that ultimately discouraging gas based power supply.

Exhibit 18: Supply Scenario of Power

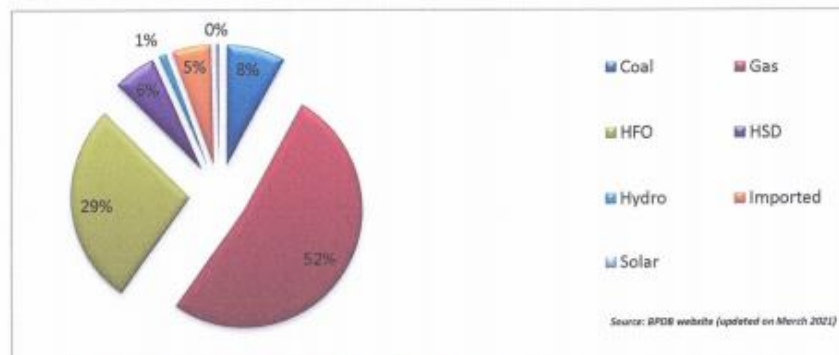
Particulars	2009	2020
No. of Power Plants	27	138
Grid Capacity (MW)	4,942	23,548
Highest Generation (MW)	3,268	12,893
Total Consumption (BDT Mil)	10.80	37.00
Access to Electricity (%)	47.00	97.00

B.2.3. Industry Competitiveness

Private sector power generation was mostly dominated by a few large business group like Summit Group and United Group while Orion, Baraka, GBB, Shahjibazar etc. had some presence in the sector. However, as the sector proved to be one of the most lucrative and safe investment destination for investors offering significantly higher return on investment compared to other sector, a number of new business groups has joined the group with major investment in this sector and greatly contributed to expand the country's total power generation capacities by almost five times within a decade. Some mentionable new players in the industry are, Doreen, Confidence Cement group, midland, Precision, Powerpac, Energyprima, Desh, Bangla Trac, Agreeco, Paramount, Rajlanka, ShikdarGroup, S.Alam Group, Unique group, etc. along with handsome FDI investment in this sector. Favorable policy support from the government to increase country's power generation capacity within shortest possible time, easy credit facility by banks, attractive profit margins and early pay-back period of investment, tax exemption facility etc. has lured most of the private business groups to expand footprint in power sector.



Figure 6: Industry Competitiveness



B.2.4. Bangladesh Power Generation Plans

The government has formulated 'Power System Master Plan' with assistance from Japan International Cooperation Agency (JICA). The capacity building of the country's power generation is being implemented on three major stages. Resource scarcity and the associated geopolitics and economics of gas, oil, and coal supply are key factors shaping the power market policy. A long term plan of power generation up to 2030 was made in Power System Master Plan (PSMP)-2010, updated every 5 years due to changes of planning perspective. In November 2018, the PSMP was updated further and revised version was published by the Power Division, Ministry of Power, and Energy & Mineral Resources. The power demand in Bangladesh was projected to be 33,708 MW by 2030 as per PSMP 2010 and 39,663 MW as per revisiting PSMP-2016 (base-case). However, the government of Bangladesh is planning to increase its power generation capacity beyond its projected demand to 40,000 MW by 2030 in order to boost the nation's fast-growing economy.

B.2.5. Subsidy

The government has been subsidizing power sector for years. The government provided BDT522.60 billion as subsidy to power sector over the last 10 years (2009-2019). BPDB spent BDT 74 billion & BDT 79 billion in subsidies for power in FY 2019-20 and FY 2018-19 respectively. The government usually pays a 100MW power plant around BDT 90 crore per year. As the government has been prioritizing short-term costly projects to generate power, average cost per unit also grew up significantly. Thus, the growing financial burden is becoming major concern for the BPDB due to excess generation capacity developed over the years. BPDB has been incurring huge losses over the year as retail tariffs for electricity are lower than the cost of generation or purchasing electricity from private plants and such losses are requiring need for larger subsidies in each year.

B.3. Bangladesh Textile Industry

B.3.1. Textile Industry

Spinning mills of Bangladesh is mostly dependent on raw cotton imports. Spinning mills and the RMG sector consume 40 percent of the raw cotton imported and 80 percent of imported yarn and fabrics in order to meet export demand. There are around 6,502 registered and 527 unregistered garments & textile factories in Bangladesh. Around 4,621 Bangladesh Garment Manufacturers and Exporters Association (BGMEA) members employ 4.5 million workers at their garment factories, of which 80 percent are women. Of the factories, currently there are 433 spinning mills, 809 fabric manufacturing mills, 246 dyeing and finishing mills. As the number of spinning mills increased over the years the spindle capacity also increased.



Exhibit 19: Primary Textile Sector (Spinning) Capacity and Growth

Year	No. of Mills	Spindle Capacity (kg'000)	Growth in spindle capacity (%)
2010	373	8,700	14.47
2011	392	9,600	10.34
2012	392	9,800	2.08
2013	394	9,800	0.00
2014	407	10,300	5.10
2015	413	11,050	7.28
2016	424	11,650	5.43
2017	425	12,410	6.52
2018	430	13,170	6.12
2019	433	13,430	1.97

Source: Bangladesh Textile Mills Association (BTMA)

Cotton import in Bangladesh has been increasing between 20 and 25 percent over the last few years. Last fiscal year, Bangladesh imported nearly 7.00 million bales [480 pounds make a bale] adding that the quantity might increase 25 percent this year. This is the primary textile sector (PTS) of Bangladesh to support as a backward industry of RMG unit. A summary of the industry and background is displayed below.

Exhibit 20: Industry Outlook

Particulars	Quantity/ Amount
Number of Mills that are BTMA Members	1,488
Textile Spinning Mills/Yarn Manufacturing Mills	433
Annual Yarn spinning capacity	2.964 billion kg
Number of Textile Weaving Mills/Fabric Manufacturing Mills	809
Number of Dyeing-Printing-Finishing Mills (Textile Product Processors)	246
Raw Cotton (480 lb bales)	11.5 million bales (maximum processing capacity)
Raw-Cotton Import 2019 / Consumed	8.2 million bales (App)
Raw Cotton Production	31,208 MT
Polyester Staple Fiber	96,077 MT
Viscose Staple Fiber	53,289 MT
Raw Cotton Source	USA, Australia, CIS, India, Pakistan, China, Central America, and East and West Africa.

Source: USDA Annual Report 2020

In Bangladesh, 19 spinning mills are producing synthetic; 8 mills are producing Acrylic and rest 406 mills are purely Ring-Spun spinning mill mainly producing 100% cotton yarn and partial quantity of Blended Yarn. Government support plays an integral part during the importing of the raw materials required for RMG and related production. The raw materials imported in Bangladesh like polyester, viscose, acrylic, synthetic, and modacrylic staple fibers, has no import duties. The duty for textile chemical dyes is 5 percent. Export-oriented RMG factories can import yarn and fabric under a duty-free incentive, which reimburses all customs duties paid on imported yarn and fabric (but not taxes such as the VAT and Advanced Income tax). Imports of all textile raw materials, including fabrics, have no quotas. Furthermore, Government is still supporting this sector which earns the major export earnings during this global crisis.



The present condition of Bangladeshi Textile mills:

Now 40% yarn and fabric demand for woven RMG are met by Bangladeshi Primary Textile Sector (PTS) and rest is imported. Due to the imported capital machine, imported basic yarn and raw material, higher rate bank finance, manpower, productivity the local fabric producing mills are losing the competency in the market. There are some big invested denim mills and woven mills who cannot sell their fabric in a market price at the export market. Some big investment is going to be a bad example for the country. Some big woven mills are importing capital machinery from Europe. All types of raw materials (yarn, chemical, spare) are imported from Europe, China and India and then finally need to sell the fabric in Bangladeshi export garments industry with price competitiveness on China, India and Pakistan. In this way, the earning CM will not help to survive the industry. To make the value-added product in high investment factory is also a problem as Bangladeshi spinners do not support for yarn to make value-added products. As well as the total country image still is not ready to promote value-added product and value-added product market size also not so big.

In Bangladesh, since long the domestic garments and fabric are mainly produced in handloom. But due to functional demand, comfort, price the domestic demand and trend are changing day by day. Fabric for the official dress of Bangladesh Police, Army, Navy, Air force and others are imported either in the yarn stage or in the fabric stage. The outerwear garments or fabrics are mainly imported for the domestic market. Still in Pakistan and Indian entrepreneurs is investing millions of USD in their country to meet up the Bangladeshi local demand of ladies' dress. The local home textile market is mainly import based. The export surplus woven fabric which is available in the market- mainly imported to meet up the local demand.

B.3.2. RMG Industry

RMG industry plays an integral part in the economy of Bangladesh. Bangladesh is majorly dependent on the ready-made garments industry for manufacturing employment, foreign reserve, and women empowerment. The contribution of the industry to the country's gross domestic product is around 11.2%. There are more than 4,600 RMG factories comprising largest industrial sector in the country and contribute to 36% of manufacturing employment engaging 4.1 million workers where 61% are women worker who are industrious, disciplined and low-cost women workers.

Bangladesh's market share in global RMG trading is 6.5%, and the country consistently remained the second largest exporter after the People's Republic of China. Bangladesh primarily exports to the European Union (62%) and the United States of America and Canada (21%). Over the last three decades, the RMG exports have registered a cumulative average growth of 14.8% per annum reaching USD 34.2 billion in FY2019 which is 84.2% of the country's total exports. Figure 6 shows the growth of the RMG industry since 2013 defying all regional and international crises.

Figure 7: RMG export



Source: EPB

However, the industry is now at the crossroads due to COVID-19 fallout. There had been fluctuations in the export receipt due to the impact of the pandemic. The changes in the export receipt from different segregation of RMG i.e., woven and knit, over the last eight years had been displayed to show the performance of Bangladesh RMG sector annually.





Exhibit 21: Statistics of RMG Export including Woven & Knit (USD million)

Year	Total Export	RMG Export	Woven	Knit
FY13	27,027.36	21,515.73	11,039.85	10,475.88
FY14	30,176.8	24,471.88	12,442.07	12,049.81
FY15	31,208.94	25,491.4	13,064.61	12,426.79
FY16	34,241.82	28,094.16	14,738.74	13,355.42
FY17	34,655.92	28,149.89	14,392.59	13,757.25
FY18	36,668.17	30,614.76	15,426.25	15,188.51
FY19	40,535.04	34,133.27	17,244.73	16,888.54
FY20	33,674.09	27,949.19	14,041.19	13,908.00

Source: EPB, Amount of L/C Settlement Foreign Exchange Operation Department, Bangladesh
(*FY2019-20 July-Sep)

COVID-19's impact on the RMG industry:

Readymade garments sector is of immense importance for Bangladesh and one of the primary growth engines over the last few decades. Bangladesh's RMG sector contributes more than 84% of overall export of the country. After continued growth for many years, in 2019-2020 fiscal years, Bangladesh garments export is experiencing a declining trend, achieving USD21.84 billion in the first ten months compared to USD23.12 billion for the corresponding period in the last fiscal year.

The RMG sector is on the verge of a unique humanitarian and business catastrophe. To flatten the corona virus spread curve, the government declared nation-wide holidays up to 25 April 2020 and business and industrial activities have come to a crunching break except emergency services. Many international buyers had been cancelling or postponing confirmed procurement orders as their retail outlets were substantially closed in Europe, North America, Asia and elsewhere. According to Bangladesh Garment Manufacturers and Exporters Association (BGMEA), international buyers have either cancelled or suspended USD 3.16 billion worth of shipments involving 1,142 factories affecting 2.26 million workers as of 18 April 2020.

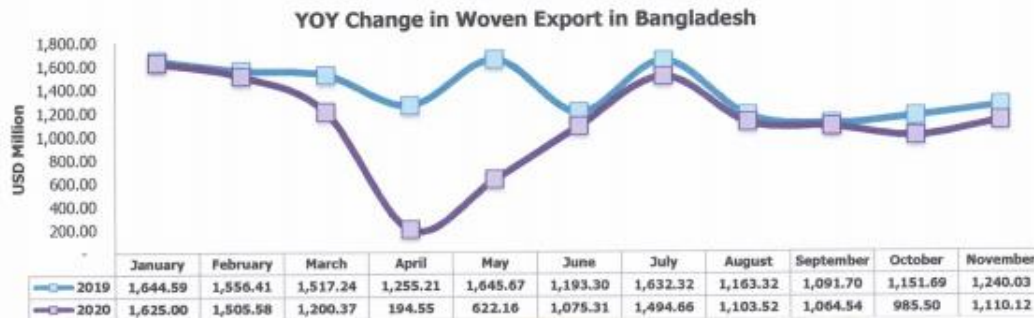
Exhibit 22: Monthly Woven & Knit Export to the World

Month	Woven USD Million		Knit USD Million		Total USD Million		Change (%)	
	2019	2020	2019	2020	2019	2020	Monthly 2020	Y-o-Y Woven
January	1,644.59	1,625.00	1,487.98	1,414.22	3,132.57	3,039.22	-	(1.19)
February	1,556.41	1,505.58	1,352.46	1,278.70	2,908.87	2,784.28	(8.39)	(3.27)
March	1,517.24	1,200.37	1,307.83	1,055.83	2,825.07	2,256.20	(18.97)	(20.88)
April	1,255.21	194.55	1,284.07	180.12	2,539.28	374.67	(83.39)	(84.50)
May	1,645.67	622.16	1,597.51	608.38	3,243.18	1,230.54	228.43	(62.19)
June	1,193.30	1,075.31	1,206.09	1,164.95	2,399.39	2,240.26	82.06	(9.89)
July	1,632.32	1,494.66	1,678.16	1,750.28	3,310.48	3,244.94	44.85	(8.43)
August	1,163.32	1,103.52	1,242.69	1,364.50	2,406.01	2,468.02	(23.94)	(5.14)
September	1,091.70	1,064.54	1,249.37	1,348.88	2,341.07	2,413.42	(2.21)	(2.49)
October	1,151.69	985.50	1,368.13	1,338.22	2,519.82	2,323.72	(3.72)	(14.43)
November	1,240.03	1,110.12	1,271.28	1,334.47	2,511.31	2,444.59	5.20	(10.48)
December	1,539.16	-	1,368.13	-	2,907.29	-	-	-

Source: BGMEA; EPB



Figure 8: Woven Export in Bangladesh



A comparison between the last two years have been made based on the available monthly data of export of woven & knit of Bangladesh RMG sector in the above table. As per data from export promotion bureau, this sector faces defined or negative growth from February 2020. During the spread of the pandemic in the major exporting countries, the return from this sector took a nose dive due to the cancellation of orders and switching the attention of countries towards the stopping of spread of the deadly disease. However, the sector earned positive revenue growth since May 2020 when countries were moving towards normalization amidst this pandemic worldwide. The sector had positive growth for three months till July then again started falling for the next three months although it showed a positive growth in November 2020. In contrast, the year-on-year growth had been negative for the last nine months with some fluctuation in the magnitude of fall in export earnings over the months as per data.

In order to fight COVID-19's effects, the government announced a stimulus package of BDT956 billion (USD11.2 billion) to recover the economy by strengthening the social safety net, export sectors, SMEs and other priority sectors. The package allocates BDT50 billion for RMG and other export-oriented industries for paying salaries-allowances to workers & employees and the size of the Export Development Fund has been USD5.0 billion facilitating short-term obligations for importing raw materials for export-oriented industries. Out of this package, the central bank will institute a USD600 million Pre-Shipment Credit Refinance Scheme for RMG and other export-oriented industries. However, it will only meet a fraction of the massive requirements of the sector, which needs at least USD 470 million to pay wages every month. BGMEA has targeted to export of RMG USD 50 billion by 2021. To achieve this target, this sector requires exporting USD 12 billion proportionately, if the sector gets policy support and cooperation from the Government.

C. BUSINESS RISK ANALYSIS

C.1. Originator Related Risk

C.1.1. Project Completion Risk

The originator will be required to commence commercial operation for TSL within October 26, 2021 and KSL within March 26, 2022. Failure to meet this target date may result in company incurring liquidated damage (LD) of USD 50 per MW per day, this is a significant risk as there is no provision for LD in the company's projection, in worst case scenario BPDB may terminate the contract which will have an adverse impact on the originator's capacity to meet its Sukuk payment obligations. However it should be noted that in the past the originator has successfully extended its commercial operation date multiple times indicating that the company has good relationship with BPDB.

C.1.2. Changes in Government Policies

Changes in government policies may have adverse impact on the originator's future cash flow and profitability. According to the SRO published on January 09 2020 the companies commencing commercial operation within January 1, 2020 to December 31, 2022 will enjoy tax holiday till 31



December 2034 from its commercial operation date, therefore under current government policies TSL and KSL can enjoy tax holiday maximum of 12 years. However if the companies fail to commence before 31 December 2022 it may miss out on tax holiday which will have an adverse impact on future cash flow and profit thus increasing the risk of default on Sukuk payments.

C.1.3. Impact of Technology

TSL has opted to use 500+ Watts mono-crystalline PERC technology photovoltaic panels in its power plant instead of using standard mono-crystalline solar photo voltaic technology which is likely to reduce land requirement from 1,000 acre to 650 acres. At the same time KSL also has reduced its land requirement from 150 acres to 130 acres. The technology in discussion is costly however the originator is hopeful that extra investment in technology will enable it to reduce cost of acquiring land and time required to implement the project.

C.1.4. Contractor Risk

The company is yet to finalize its EPC contract as a result there is a significant uncertainty regarding the performance of its contractors which may impact its Sukuk repayment capabilities.

C.2. Issue Related Risk

C.2.1. Timely Issuance of the Sukuk

Sukuk is utterly new kind of instrument in Bangladesh and many of investors have very few knowledge of this product. There are many other instruments in the market at this moment including both Shari'ah based and traditional instruments and investments are mostly limited to Bank/NBFI sector. Therefore, it will be a big challenge for the originator/lead arranger to aggregate investors to issue such a large Sukuk of BDT 30,000.00 million. Moreover, the fund will be collected in three different forms (Private Placement 50%, Existing Shareholders 25% and Initial Public Offering 25%) as a result it could be assumed that the time required to fully subscribe the issue will be substantially higher than any other bond currently being offered in the market as the Sukuk is subject to comply the required rules and regulations of BB, BSEC, DSE, CSE as well as other relevant authorities which lead additional risk to the timely implementation of the projects.

C.2.2. Partial Investment Risk

The projects invested by Sukuk is highly capital intensive and majority of the fund will be required at the initial stage, thus, any delay in arranging the aggregate fund (Sukuk) would result delaying the projects' implementations and exposed to the risk of degradation and other physical losses of the Sukuk assets.

C.2.3. Risk of Tumbling Investment Value

In the case where, Beximco Ltd. is in willful default in payments or obligations towards the SPV for three continuous installments or twelve months (whichever is earlier) the control over the Sukuk Assets shall be transferred in full to the board of Trustee and shall take control over the Sukuk Assets, if required, to start the process of liquidation. However, in that scenario:

- i. The Sukukholders would lose minimum of two rental payments as it requires twelve months to be eligible for the proceedings
- ii. The actual resale value of the Sukuk assets could be significantly lower than the actual investment as solar project has high depreciation rate which may result in loss of investment
- iii. Decommissioning expenditure could be an additional burden for reducing the investment value
- iv. The entire process would require time leading time value of the investment which could be overlooked



C.2.4. Market Risk

The Sukuk Market is yet to be established in Bangladesh although it is popular in many muslim-majority countries. The proposed Sukuk by Beximco Ltd. can attract investors as both Islamic and conventional banks can invest in it. However, the performance of Sukuk depends on the local market demand for this kind of new instrument which is yet to be seen.

C.2.5. Non-Conversion Risk

The instrument has a conversion option of up to 20% per annum into ordinary shares of Beximco Ltd. Sukuk holders are eligible to convert up to 100% of their investment with attractive 25% discount to the weighted average market price of the share. However, in case of no/low conversion of share would lead to have substantial cash outflow on maturity of the Sukuk and ultimately underpins the risk of being default.

D. FINANCIAL RISK ANALYSIS

Financial Risk Analysis aids in identifying risks that arise due to the company's exposure to market risks, financial transactions with stakeholders, and internal actions or failures cropping from within the company. These risks are identified through ratios that reflect business performance and help the company formulate strategies that would help them mitigate similar risks in the future. ECRL divided the financial portion into four different criteria which are Profitability Analysis, Liquidity Analysis, Cash Flow Analysis, and Leverage & Capital structure that reflects company's asset utilization, credibility and overall financial flexibility. Detailed analysis is presented below:

D.1. Profitability

Exhibit 23: Selected Indicators: Consolidated Financial Projection (Beximco Ltd., TSL & KSL)

Financial Year Ending: June	2021	2022	2023	2024	2025	2026
Revenue (BDT in millions)	41,499.30	63,021.40	74,996.20	81,895.70	89,485.30	97,847.34
Revenue Growth (%)	109.33	51.86	19.00	9.20	9.27	9.34
COGS (BDT in Millions)	27,802.60	44,209.50	49,815.20	54,706.40	60,082.10	64,685.32
COGS Growth (%)	115.99	59.01	12.68	9.82	9.83	7.66
Gross Profit Margin (%)	33.00	29.85	33.58	33.20	32.86	33.89
Operating Profit Margin (%)	30.59	27.66	31.25	30.71	30.20	31.35
Net Profit Margin (%)	15.15	15.07	17.87	18.70	19.46	21.05
ROA (%)	4.15	5.64	7.59	8.40	9.03	10.24
ROE (%)	9.33	12.65	15.45	15.26	15.02	15.28

Data obtained from the projected financial statement of FY2021-FY2026

As discussed earlier, Beximco Group is undergoing expansion plan for Beximco Ltd (Textile Division), Teesta Solar Limited & Korotoa Solar Limited. As a result the projected financials provided, as detailed in the table, reflects the consolidated performance of Beximco Ltd, Teesta Solar Limited & Korotoa Solar Limited.

Although TSL & KSL is said to start operation from October 26, 2021⁵ and March 26, 2022 respectively according to Power Purchase Agreement (PPA), as communicated by the management, KSL is to start operation from January 2022 and TSL from July 2022⁶. As a result, the Projection reflected above includes 6 months revenue of BDT 365.61 million⁷ in FY22 only from KSL. From FY-23 since both TSL and KSL is expected to start operation, an increase of revenue is witnessed.

Beximco Ltd operates in multiple industries including textile, information technology, fisheries and others. Sukuk finance is also being used to fund the finance and refinance the machineries and equipment required for expansion of the Textile Division of Beximco Ltd, BDT 8,022.01 million, is

⁵ The management expects an extension regarding its PPA and is expecting to start operation from July 2022.

⁶ As per feasibility of TSL, the revenue projection of Y1 is BDT 4,9100.00 million, included within revenue of FY23.

⁷ As per feasibility of KSL, the revenue projection of Y1 is BDT 731.22 million, half of which is BDT 365.61 million.





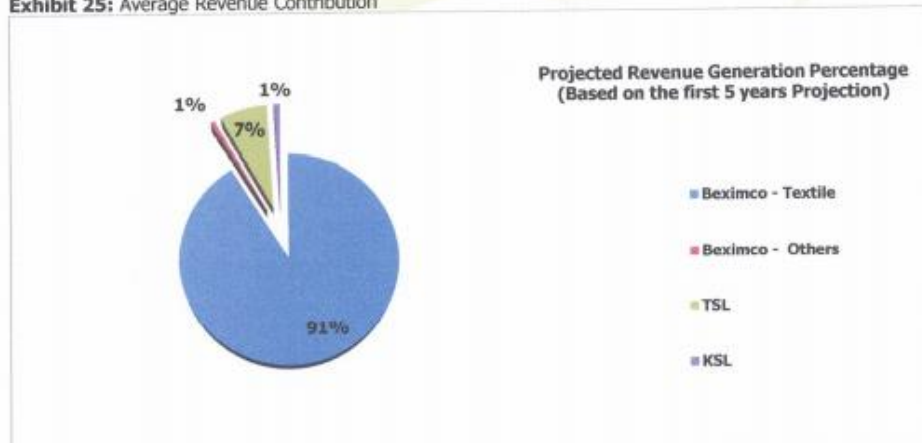
expected to start its revenue contribution from FY-21, generating BDT 40,626.70 Million. Apart from Textile division, other sectors have also seen growth as reflected in Exhibit 24, however, details calculation and breakdown of this section was not provided to ECRL.

Exhibit 24: Projected Income Breakdown of Projection



Source: Data Obtained from projected Financials.

Exhibit 25: Average Revenue Contribution



Source: Data Obtained from projected Financials.

Key Financial Assumptions Considered within the Feasibility Study:

- For TSL, analysis based on PVsyst, project cost and limitations on land availability, the DC to AC ratio (Pnom Ratio) was set at 1.4 resulting in 280 MW dc. Upon this, project will have a capacity utilization factor (CUF) of 15.70%. As a result the first year P90 generation based on SolarGIS TMY was projected at 385.08 MWh. Annual degradation of module performance is 0.08%.
- For KSL, Analysis based on PVsyst, project cost and limitations on land availability, the DC to AC ratio (Pnom Ratio) was set at 1.5 resulting in 45 MW dc. Upon this, project will have a capacity utilization factor (CUF) of 15.70%. As a result the first year P90 generation based on Meteonorm 7 was projected at 61.89 MWh. Annual degradation of module performance is 0.08%.
- Major maintenance accelerates at 2.50% from year 6 to year 20 for Solar Panels and Inverters maintenance and replacement.



- The project receives a tax holiday for the first 13 years (National Board of Revenue's Special Representative Order, SRO No. 5-law/income tax/2020), after which the project pays an effective corporate tax rate of 35%.
- The conversion rate for USD to BDT is assumed 1 USD= BDT 85.
- Depreciation is calculated straight-line for a period of 20 years.
- As for Beximco Ltd, basis of projection was not detailed in the projection.

TSL & KSL is expected to produce total 385.09 million & 61.88 million KW respectively of electricity per year with expected running hours of 8,760 hours (24 hrs x 365 days) and expected CUF factors of 15.70%. As per their 20 years no electricity no pay agreement with BPDB electricity will be bought by the body at the rate of USD 0.15 kWh. BPDB will purchase 200 MW & 30 MW of electricity respectively from the company. With its capacity utilization factor the company would be able to generate revenue of BDT 4,910 million & BDT 731.22 million in first year of business operation with assumed USD exchange rate of BDT 85.00 per USD. The annual revenue will decrease every year as CUF decreases 0.08%.

Although sunlight is the main raw material other expenses include utility cost, salary and wages and so on. As per the feasibility report provided, TSL & KSL accounts for 71.93% & 69.96% average operating profit margin in first 5 years of operation, which is quite high. With the feasibility study, direct costs (O&M Expenses & Administrator Charges) accounts for only 4.64% & 4.91% respective average of revenue in the first 5 years of operation. Since this costs are directly intertwined with revenue, and increase in direct cost (as a % of revenue) would result to lower profit margins. Moreover, the entity shares several fixed costs such as depreciation (BDT 1,138.51 mil & BDT 181.87 mil) and Sukuk periodic payment (BDT 3,379.32 mil & BDT 276.21 mil) as opposed to decreasing revenue due to annual degradation of panels.

As reflected in Exhibit 25, Beximco Ltd accounts for a lions share of the revenue, which will be used to repay Sukuk obligations. Beximco Limited alone is expected to accumulates total revenue of BDT 425,991.70 million (FY21-26) and profit after tax BDT 68,584.80 million (FY21-26), maintaining an average net profit margin of 16%. Considering current business performance of the company, net profit margins usually ranges within 5%, as reflected in Exhibit 26. In recent times the performance of Beximco Health Division (manufacturers of high quality exportable PPE products) enabled a jump in NPM as reflected in the audited financials of 2020 (July-Dec).

Exhibit 26: Selected Indicators: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Revenue (BDT in millions)	16,565.75	19,824.79	23,942.60	23,845.88	22,626.80
Revenue Growth (%)	77.74	(17.20)	0.41	5.39	4.72
COGS (BDT in Millions)	11,179.97	12,871.94	16,081.64	16,243.18	15,955.61
COGS Growth (%)	73.51	(19.96)	(0.01)	0.02	0.14
Operating Profit Margin (%)	29.56	30.99	29.47	28.72	25.94
Net Profit Margin (%)	10.13	2.25	5.96	5.28	4.50

Data obtained from audited financial statements of 2017-2020

**6 month December ended data obtained from audited financial statement*





Exhibit 27: Project NPV

(Figure in BDT million)

Year	Particulars	Investment	Cash Return	Net C/F	Cumulative Cash Flow	Discount 10.18%	Present Value
0	Investment	(37,326.18)		(37,326.18)	(37,326.18)		(37,326.18)
1	Cash Return		21,819.24	21,819.24	(15,506.94)	1.10	19,803.69
2	Cash Return		17,304.74	17,304.74	1,797.80	1.21	14,255.36
3	Cash Return		21,795.04	21,795.04	23,592.84	1.34	16,295.86
4	Cash Return		23,580.34	23,580.34	47,173.18	1.47	16,002.07
5	Cash Return		8,608.04	8,608.04	55,781.22	1.62	5,301.96
	Total	(37,326.18)	93,107.40	55,781.22		NPV=	34,332.75

**Data obtained from Consolidated Projection provided by management



As reflected in Exhibit-27, the project is feasible, with NPV of BDT 34,332.75 million, owing to contribution from Beximco Ltd. Investment of BDT 37,326.18 comprises mainly of Sukuk Funding following by Equity as reflected in chart. As reflected in the projection provided, it is expected that the beneficiaries (Beximco Ltd, TSL & KSL) will generate a steady stream of revenue

keeping its expenses at bay, leaving a healthy cash flow to meet half yearly payment of Sukukholder (BDT 1,350.00million). In order to ensure Sukuk Holders security, the entity has taken the following steps:

- BPDB will deposit the Tariff payments to TSL & KSL in the reserve account which will ensure that SPV can deduct the monthly rent portion.
- Beximco Ltd. will provide corporate guarantee of payment
- In case of 3 missed payments, the control over the Sukuk Assets shall be transferred in full to the board of Trustee and shall take control over the Sukuk Assets, if required, to start the process of liquidation.

Given the table above suggests a faster payback, individual feasibility study of TSL & KSL reflects payback period of 6.91 & 7.63 Operating Years respectively.

D.2. Liquidity Analysis

Exhibit 28: Selected Indicators: Consolidated Financial Projection (Beximco Ltd., TSL & KSL)

Financial Year Ending: June	2021	2022	2023	2024	2025	2026
Current Ratio (x)	0.70	0.58	0.63	0.69	0.76	1.04
Quick Assets Ratio (x)	0.64	0.51	0.57	0.62	0.68	0.95
Days Receivables (days)	222	128	116	103	95	102
Days Payables (days)	224	184	195	199	209	158
Inventory Turnover (days)	69	49	38	40	34	33
Cash Conversion Cycle (days)	66	(7)	(40)	(56)	(79)	(23)

Data obtained from the projected financial statement of FY2021-FY2026



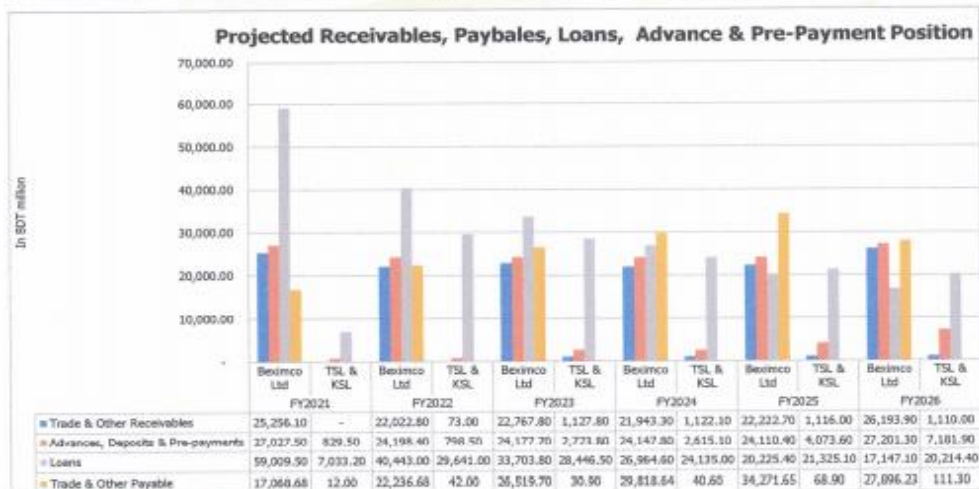


Figure 9: Liquidity Projection



As can be seen in the table above, the project is expected to have low current ratio. As like profitability, Beximco Ltd, continues to rein over liquidity. Almost throughout the projection, the company has reflected a higher current liability as opposed to current asset. Within the projections provided, the entity assumed to have only short term loan, which accounts for the high current liability, mainly driven from Sukuk financing. The chart below reflects the movement of Receivables, Prepayments, Loan & Payables over the years.

Figure 10: Projected movement of Receivables, Prepayments, Loan & Payables



D.3. Cash-flow Coverage

Exhibit 29: Selected Indicators: Consolidated Financial Projection (Beximco Ltd., TSL & KSL)

Financial Year Ending: June	2021	2022	2023	2024	2025
CFO (BDT in millions)	9,487.75	21,819.24	17,304.74	21,795.04	23,580.34
CFO Interest Coverage (x)	19.38	35.94	22.02	29.95	35.49
CFO Debt Coverage (x)	0.14	0.31	0.28	0.43	0.57

Data obtained from the projected financial statement of FY2021-FY2025





The cash flow projection reflected in the table above demonstrates the projects ability to repay its Sukuk Investors. Over the period of 5 years (FY21-25) BDT 123,598.40 million CFO (Cash Flow for Operation) is likely to be generated from Beximco Ltd's operation and BDT 10,752.40 million from Solar Plants. However, with the ongoing pandemic situation, project installation and completions are major challenges to achieving the desired results as reflected above. Considering the flow of funds to be constant throughout the year, the project should be capable enough to repay BDT 2,700.00 million (yearly) to meet Sukuk repayments and generate enough fund for final redemption as reflected in the projection.

D.4. Leverage & Capital Structure

Exhibit 30: Selected Indicators: Consolidated Financial Projection (Beximco Ltd., TSL & KSL)

Financial Year Ending:	2021	2022	2023	2024	2025	2026
June						
Debt-to-Equity	0.98	0.93	0.72	0.51	0.36	0.28
Debt to OPBITDA (x)	5.20	4.02	2.65	2.03	1.54	1.22
Interest Coverage ratio (x)	2.59	2.87	2.98	3.46	4.07	4.74
Total Liabilities to Total Assets (x)	0.56	0.55	0.51	0.45	0.40	0.33

Data obtained from the projected financial statement of FY2021-FY2026

Figure 11: Debt to Equity Ratio



The chart represents historic data (FY17-20) as well as projected data (FY21-26). A spike in FY 2021 is noticed as the entity assumes to secure funding for expansion of Beximco Ltd Textile division as well as installation of 2 solar plants. With every years repayment as seen in the table, Debt to OPBITDA is seen to decline. Similar trend is also noticed in Total Liabilities to Total Assets ratio in the same period. In accordance to IM, the entity is to

maintain reserve and sinking fund, although the projection doesn't reflect any reserve naming such, the entity showed and maintained capital reserve of BDT 35,743.20 from FY21 onwards.

D.5. Bank Facilities & Credit History

Exhibit 31: Bank Loan: Bangladesh Export Import Company Limited (As on December 31, 2020)

Bank	Particulars	Outstanding (BDT in Millions)
Long Term Loans-Net-off Current Maturity (Secured)		
Sonali Bank Ltd.	Long Term (12 years) Interest Bearing Block-A/C-12701	7,188.43
National Bank Ltd.	Long Term (12 years) Loan General LD-1293	392.30
Rupali Bank Ltd.	Long Term Loan (12 Years)	3,271.30
Janata Bank Ltd.	Long Term Loan (12 Years)	6,774.28
Agrani Bank Ltd.	Industrial Credit Loan-1	1,826.46





	Demand Loan	278.95
AB Bank Ltd.	Term Loan (12 Years)	835.90
	Time Loan (6 Years)	57.55
	Time Loan (12 Years)	216.29
	IBB Loan	1,865.73
Exim Bank Ltd.		
Sub Total		22,707.19
Long Term Loans- Current Maturity (Secured)		
Sonali Bank Ltd.	Short Term (6 Years) Interest Bearing Block-A/C-12718	4,705.34
	Long Term (12 years) Interest Bearing Block-A/C-12701	2,223.45
	Debentures	1,028.63
National Bank Ltd.	Long Term (12 Years) Interest Bearing	1,614.29
Janata Bank Ltd.	Long Term Loan (6 Years)	2,602.99
AB Bank Ltd.	Term Loan (12 Years)	737.95
	Term Loan (6 Years)	87.25
Rupali Bank Ltd.	Long Term Loan (12 Years)	5,435.79
	Long Term Loan (6 Years)	891.26
Janata Bank Ltd.	Long Term Loan (12 Years)	1,951.35
Exim Bank Ltd	IBB Loan	977.20
Agrani Bank Ltd.	Demand Loan	2,079.40
	Industrial Credit Loan-1	842.38
Sub Total		25,177.29
Short Term Loan		
Janata Bank Ltd.	Cash Credit (Hypo)	1,010.45
	Cash Subsidy	88.78
United Commercial Bank Ltd.	OD A/C#775	3,092.79
Sub Total		4,192.02
Grand Total (BDT in Millions)		52,076.50

Beximco Ltd has a substantial amount of loan liability including both short term and long term loan with various banks. At present the company has loan liability with eight banks namely Sonali Bank Ltd., National Bank Ltd., Rupali Bank Ltd., Janata Bank Ltd., Agrani Bank Ltd., AB Bank Ltd., Exim Bank Ltd., United Commercial Bank Ltd. As per the audited financial statement the company has an outstanding liability of BDT 52,076.50 million as on December 31, 2020. In past 10 years the company has restructured its large portion of short term borrowings into long term loans after already rescheduling its loans multiple times.

D.6. Security & Collateral

The respective Banks have sanctioned the credit facilities, both long and short term loan were secured with conditions laid down by the banks. Pursuant to supplemental Lender's Pari-passu Security Sharing Agreement between the Company and the Lenders, the loans are secured by:

- i) First pari-passu charges of immovable property of present and future.
- ii) First pari-passu charge by way of hypothecation of all other assets of the company both present and future terms of repayment.

E. MANAGEMENT AND OTHER QUALITATIVE FACTORS

E.1. Corporate Governance

Corporate governance is a system by which a company's board of directors manages and oversees the operations of a company; Corporate governance includes principles of transparency, accountability, and security. Bangladesh Export Import Company Limited (Beximco Ltd.) received certificate for compliance on the Corporate Governance Code as disclosed in the annual report

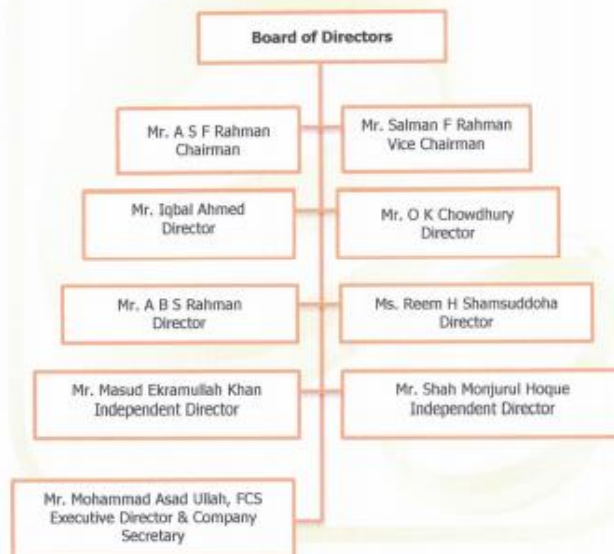


FY2019-2020. To exercise clarity about directors' responsibilities towards the shareholders, corporate governance needs to be dynamic and remain focused to the business objectives of the Company and create a culture of openness and accountability. Therefore, the company established a culture of clear structure and accountabilities supported by well understood policies and procedures to guide the activities of Company's management, both in its day-to-day business and in the areas associated with internal control.

E.2. Board of Directors (Originator)

The Board is, among other things, responsible for setting business objectives, strategies and business plans, formulating risk policies, confirming key aspects of the company as a mechanism of budgetary control, the board approves budget and reviews the business plan from time to time to give directions as per changing economic and market environment. The board of directors is appointed to act on behalf of the shareholders to run the day to day affairs of the business. The board is directly accountable to the shareholders and reports to the shareholders on the performance of the company, its future plans and strategies. Beximco Ltd. is guided by a group of highly experienced, competent and seasoned professionals. Details regarding the esteemed members of the board of directors have been given below.

Figure 12: Board of Directors (Originator)



The company has a panel of Board of Directors consists of 09 (nine) members and is headed by Mr. A S F Rahman, Chairman of the BoD, is a distinguished business personality of the country. With over 54 years business experience in Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other sectors, Mr. Rahman has contributed outstandingly to country's industrial development and received many awards in his lifetime.

Besides, Mr. Salman F Rahman, co-founder of the Beximco Group, is a renowned businessman of the country holding the position of Vice Chairman in the company. He played a key role in building Beximco's corporate identity and led the Group into becoming a leading industrial conglomerate in the country. At present, he is holding the rank of a cabinet minister and serving as the Private Sector Industry and Investment Adviser to the Honorable Prime Minister of the country. He studied Bachelor of Arts from Karachi University. He has 45 years of business experience in different industry including Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other sectors.





E.3. Shari'ah Supervisory Board

Beximco Ltd., the originator, will form Shari'ah Supervisory Board (SSB) according to Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019. The SSB will have minimum five members with at least three Shari'ah advisors. Originator will obtain provisional shari'ah pronouncement before structuring the SUKUK and final shari'ah pronouncement before issuance of Sukuk Prospectus. The pronouncement will be signed by each shari'ah advisor and SSB is not accountable to board of originator or board of trustee about their role and independence. This is worth mentioning that, ECRL has not received details about the Shari'ah Supervisory Board of the originator at the time of this credit rating.

E.4. Sponsors Profile and Shareholding Structure of KSL & TSL

E.4.1. Shareholding Pattern

Figure 13: Shareholding Structure of KSL & TSL



Beximco Power Company Limited (BPCL) has equal ownership in both the companies as reflected in the chart above, the total authorized capital in both companies is BDT 100,000,000.

Exhibit 32: Shareholding Pattern

Company Name	Name	No. of Shares	% Shareholding
Teesta Solar Limited	Beximco Power Company Limited	800,000	80%
	TBEA Xinjiang SunOasis Co. Ltd.	200,000	20%
	Total	1,000,000	100%
Korotoa Solar Limited	Beximco Power Company Limited	800,000	80%
	Jiangsu Zhongtian Technology Co. Ltd.	200,000	20%
	Total	1,000,000	100%

Exhibit 33: Profile of TBEA Xinjiang SunOasis Company Limited (Teesta Solar Limited)

Particulars	Details
Company Name	TBEA Xinjiang SunOasis Company Limited
Year of Incorporation	2000
Operation	Manufactures and sells photovoltaic solar modules, wind power, thermal power and other power engineering services
Country of Origin	China
Group Name	TBEA (25 companies within the group)
Features	<ul style="list-style-type: none"> - 32 GW cumulative sale of PV Inverter - 18 GW global PV & wind Power installed capacity - 5000 capacity of PV & wind power projects
Milestones	<ul style="list-style-type: none"> - Operation in more than 70 countries including USA & Russia - 100 MW photovoltaic power station constructed in



	Pakistan
	- Constructed 14 Industrial Parks in China and 3 bases abroad
	- The group employs more than 20,000 individuals

Exhibit 34: Profile of Jiangsu Zhongtian Technology Co. Limited (Korotoa Solar Limited)

Particulars	Details
Company Name	Jiangsu Zhongtian Technology Co. Limited
Year of Incorporation	1998
Operation	Manufactures and sells optic cables, optic fibers, electric cable materials & accessories, related components and controlling systems.
Country of Origin	China
Registered	Shanghai Stock Exchange (listed on October 24, 2002)
Group Name	ZTT (89 companies within the group)
Features	<ul style="list-style-type: none"> - The group undertook 4 national high-technology project - Established 400 KV flexible DC Submarine Cable - Employs more than 12,500 individuals - The group operates in more than 138 countries, with offices in 50 overseas countries.

E.9.2. Board of Directors

Exhibit 35: Board of Directors (TSL & KSL)

Company Name	Name	Designation
Teesta Solar Limited	Mr. Ajmal Kabir (Nominee of BEXIMCO Power Company Ltd.)	Chairman
	Mr. M Rafiqul Islam (Nominee of BEXIMCO Power Company Ltd.)	Managing Director
	Mr. Mohammed Shakil Ur Rahman (Nominee of TBEA XinJiang SunOasis Company Ltd.)	Director
Korotoa Solar Limited	Mr. Ajmal Kabir (Nominee of BEXIMCO Power Company Ltd.)	Chairman
	Mr. M Rafiqul Islam (Nominee of BEXIMCO Power Company Ltd.)	Managing Director
	Mr. Mohammed Shakil Ur Rahman (Nominee of TBEA XinJiang SunOasis Company Ltd.)	Director

Although these are separate companies, they share the same board as reflected in the exhibit. The company will be governed by these 3 persons along with several departments to address operational efficiency.

Mr. Ajmal Kabir will hold the post of Chairman in the solar power project. Mr. Kabir has vast experience in the field of Project Management, Negotiations, Marketing and Promotional Consultancy in a number of diversified projects. He has been primarily responsible as Consultant for a number of famous projects. With his 16 years of banking experience all across the globe Mr. Kabir also held significant posts in various renowned international companies.

The post of Managing Director is being held by Mr. M Rafiqul Islam. Mr. Islam is the Executive Director – Corporate Affairs of BEXIMCO Group. He has been actively involved in several new projects run by the leading business conglomerate in Bangladesh. Mr. Islam has conducted more than 500 (approximately) research and consulting projects for clients include key multinationals, local corporate, UN system agencies, development organizations, NGOs, INGOs and foreign companies. He worked on projects related to pharmaceutical, telecommunication, textiles, RMG, leather, handicrafts,





IT, environment, health and social sectors. He has graduated from Dhaka University and completed his masters from IBA.

Mr. Mohammed Shakil, who holds the position of a director in TSL, has vast experience in the relevant industry. Mr. Shakil has led NRG Solar's efforts to implement utility scale solar photovoltaic projects in the Caribbean. Mr. Rahman was Sr. VP and General Counsel for Solar Power Partners, prior to which he was a principal and General Counsel for Sapphire Power Partners. Mr. Rahman was also VP and General Counsel for Delta Power Company, a mid-sized independent power producer.

F. CORPORATE INFORMATION (ORIGINATOR)

Board of Directors

Name	Designation
Mr. A S F Rahman	Chairman
Mr. Salman F Rahman	Vice Chairman
Mr. Iqbal Ahmed	Director
Mr. O K Chowdhury	Director
Mr. A B S Rahman	Director
Ms. Reem H Shamsuddoha	Director
Mr. Masud Ekramullah Khan	Independent Director
Mr. Shah Monjurul Hoque	Independent Director
Mr. Mohammad Asad Ullah, FCS	Executive Director & Company Secretary

Key Officials

Name	Designation
Mr. O K Chowdhury	Director, Group Finance & Corporate Affairs
Mr. Syed Naved Hussain	Chief Executive Officer (Textile Division)
Mr. Parvez Hassan	Chief Executive Officer (Real Estate & Fisheries Division)
Mr. Syed Samiul Wadood	Chief Executive Officer (IT Division)
Mr. Anil Kumar Maheshwari	Chief Operating Officer (Textile Division)
Mr. Md. Luthfor Rahman	Chief Financial Officer
Mr. Mostafa Zamanul Bahar	Head of Internal Audit

Auditors

M.J. Abedin & Co.
Chartered Accountant
National Plaza (3rd Floor)
109, Bir Uttam C.R. Datta Road, Dhaka-1205

Compliance Auditors

Suraiya Parveen & Associates
Chartered Secretaries
Razzak Plaza (5th Floor), Suite-6C
01, New Eskaton Road, Ramna, Dhaka-1000

Legal Advisers

M/S Huq & Co.
47/1, Purana Palton, Dhaka-1000

Registered Office

House No. 17, Road No. 2, Dhanmondi R/A, Dhaka 1205.





Annexure
Bangladesh Export Import Company Limited
Statement of Financial Position

Particulars	31-Dec-2020	30-June-2020	30-June-2019	30-June-2018	30-June-2017
	BDT	BDT	BDT	BDT	BDT
Assets					
Non-Current Assets	83,003,290,244	69,005,777,676	36,957,099,573	37,314,049,878	37,461,541,444
Property, Plant and Equipment	51,312,168,419	50,506,276,857	20,615,529,141	21,128,371,291	21,549,526,249
Investment Property	26,789,525,539	16,276,493,324	14,024,387,243	14,016,835,187	14,015,580,293
Investment in Shares	4,901,596,286	2,223,007,495	2,317,183,189	2,168,843,400	1,896,434,902
Current Assets	47,855,923,906	56,343,228,443	85,915,723,479	80,263,217,026	77,338,968,017
Inventories	5,486,786,877	6,364,849,421	1,916,134,639	1,966,642,640	2,192,908,612
Accounts & Other Receivables	20,614,180,993	27,913,103,474	51,456,152,527	41,473,686,405	31,790,617,783
Advance, Deposits & Prepayments	21,094,363,036	21,773,985,170	32,218,529,431	36,766,118,288	43,285,016,470
Cash and Cash Equivalents	660,593,000	291,290,378	324,906,8832	56,769,693	70,425,152
Total Assets	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904	114,800,509,461
Equity and Liabilities					
Shareholders' Equity	64,228,350,431	60,759,190,704	61,189,444,106	60,453,162,059	59,646,622,608
Issued Share Capital	8,763,188,790	8,763,188,790	8,763,188,790	8,345,894,090	7,984,470,570
Reserve	37,229,016,113	34,999,627,322	35,437,903,016	35,710,563,227	35,765,954,729
Retained Earnings	18,236,145,528	16,996,374,592	16,988,352,300	16,396,704,742	15,932,197,309
Non-Current Liabilities	23,857,494,846	24,600,539,531	32,604,315,340	42,559,053,717	37,182,488,914
Long Term Loans-Net Off					
Current Maturity (Secured)	22,707,183,880	23,587,143,855	31,590,919,664	41,532,235,916	36,149,545,556
Deferred Tax Liability	1,150,310,966	1,013,395,676	1,013,395,676	1,026,817,801	1,032,943,358
Current Liabilities	42,773,368,873	39,989,275,884	29,079,063,606	14,565,051,128	17,971,397,939
Long Term Loans- Current Maturity (Secured)	25,177,296,762	26,463,763,303	18,392,880,929	5,180,197,210	8,853,526,292
Short Term Loans	4,192,020,759	1,065,551,494	1,478,688,158	1,572,451,619	2,106,491,683
Trade and Other Payables	13,404,051,352	12,459,961,087	9,207,494,519	7,812,402,299	7,011,379,964
Total Equity & Liabilities	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904	114,800,509,461

Data obtained from audited financial statement of 2017-2020
*6 month December ended data obtained from audited financial statement





Bangladesh Export Import Company Limited
Statement of Profit and Loss & Other Comprehensive Income

Particulars	31-Dec-2020 BDT	30-June-2020 BDT	30-June-2019 BDT	30-June-2018 BDT	30-June-2017 BDT
Revenue	16,565,754,434	19,824,794,641	23,942,598,7565	23,845,878,287	22,626,803,968
Cost of Revenue	(11,179,967,257)	(12,871,944,492)	(16,081,639,539)	(16,243,180,683)	(15,955,613,960)
Gross Profit	5,385,787,177	6,952,850,149	7,860,959,216	7,602,697,6034	6,671,190,008
Operating Expenses	(3,181,936,583)	(6,117,992,108)	(6,215,656,127)	(6,208,891,168)	(5,753,985,836)
Administrative Expenses	(462,270,058)	(755,852,217)	(780,844,300)	(721,094,449)	(736,882,519)
Selling & Distribution Expenses	(26,092,410)	(52,832,382)	(23,821,297)	(33,183,133)	(64,296,374)
Finance Cost	(2,693,574,115)	(5,309,307,509)	(5,410,990,530)	(5,454,613,586)	(4,952,806,943)
Profit before WPPF and Income Tax	2,203,850,594	834,858,041	1,645,303,089	1,393,806,436	917,204,172
Contribution to WPPF	(96,256,198)	(39,755,145)	(78,347,766)	(66,371,735)	(43,676,389)
Net Profit before Tax	2,107,594,396	795,102,896	1,566,955,323	1,327,434,701	873,527,783
Income Tax (Expenses)/Income	(429,664,020)	(348,921,165)	(140,718,364)	(68,080,219)	144,392,000
Net Profit After Tax (NPAT) for the year	1,677,930,376	446,181,731	1,426,236,959	1,259,354,482	1,017,919,7843
Other Comprehensive Income					
Fair Value Gain/(Loss) on Investment in Shares	2,229,388,791	(438,275,694)	(272,660,211)	(55,391,502)	677,603,129
Total Comprehensive Income for the year	3,907,319,167	7,906,037	1,153,576,748	1,203,962,980	1,695,522,912
EPS based on NPAT (Adjusted EPS)	1.92	0.51	1.63	1.51	1.22

Data obtained from audited financial statement of 2017-2020

*6 month December ended data obtained from audited financial statement



SUKUK RATING SYMBOL

LONG-TERM RATINGS

ECRL's Long-Term Ratings are assigned to instrument with maturities of more than one year. These instrument ratings specifically assess the likelihood of timely repayment of principal and payment of interest over the term to maturity of such debts.

RATING	
AAA	Indicates that the ability to repay principal and pay interest on a timely basis is extremely high.
AA	Indicates a very strong ability to repay principal and pay interest on a timely basis, with limited increment risk compared to issues rated in the highest category.
A	Indicates the ability to repay principal and pay interest is strong. These issues could be more vulnerable to adverse developments, both internal and external, than obligations with higher ratings.
BBB	This grade indicates an adequate capacity to repay principal and pay interest. More vulnerable to adverse developments, both internal and external, than obligations with higher ratings.
BB	This rating suggests that likelihood of default is considerably less than for lower-rated issues. However, there are significant uncertainties that could affect the ability to adequately service debt obligations.
B	Indicates a higher degree of uncertainty, and therefore, greater likelihood of default. Adverse developments could negatively affect repayment of principal and payment of interest on a timely basis.
C	High likelihood of default, with little capacity to address further adverse changes in financial circumstances.
D	Payment in default.

Notes: Long-Term Ratings from AA to B may be modified by the addition of a plus (+) or minus (-) suffix to show relative standing within the major rating categories.

Rating Outlook

ECRL's Rating Outlook assesses the potential direction of the Instrument Issuers over the intermediate term (typically over a one to two-year period). The Rating Outlook may either be :

POSITIVE	which indicates that a rating may be raised;
NEGATIVE	which indicates that a rating may be lowered;
STABLE	which indicates that a rating is likely to remain unchanged; or
DEVELOPING	Which indicates that a rating may be raised, lowered or remain unchanged.

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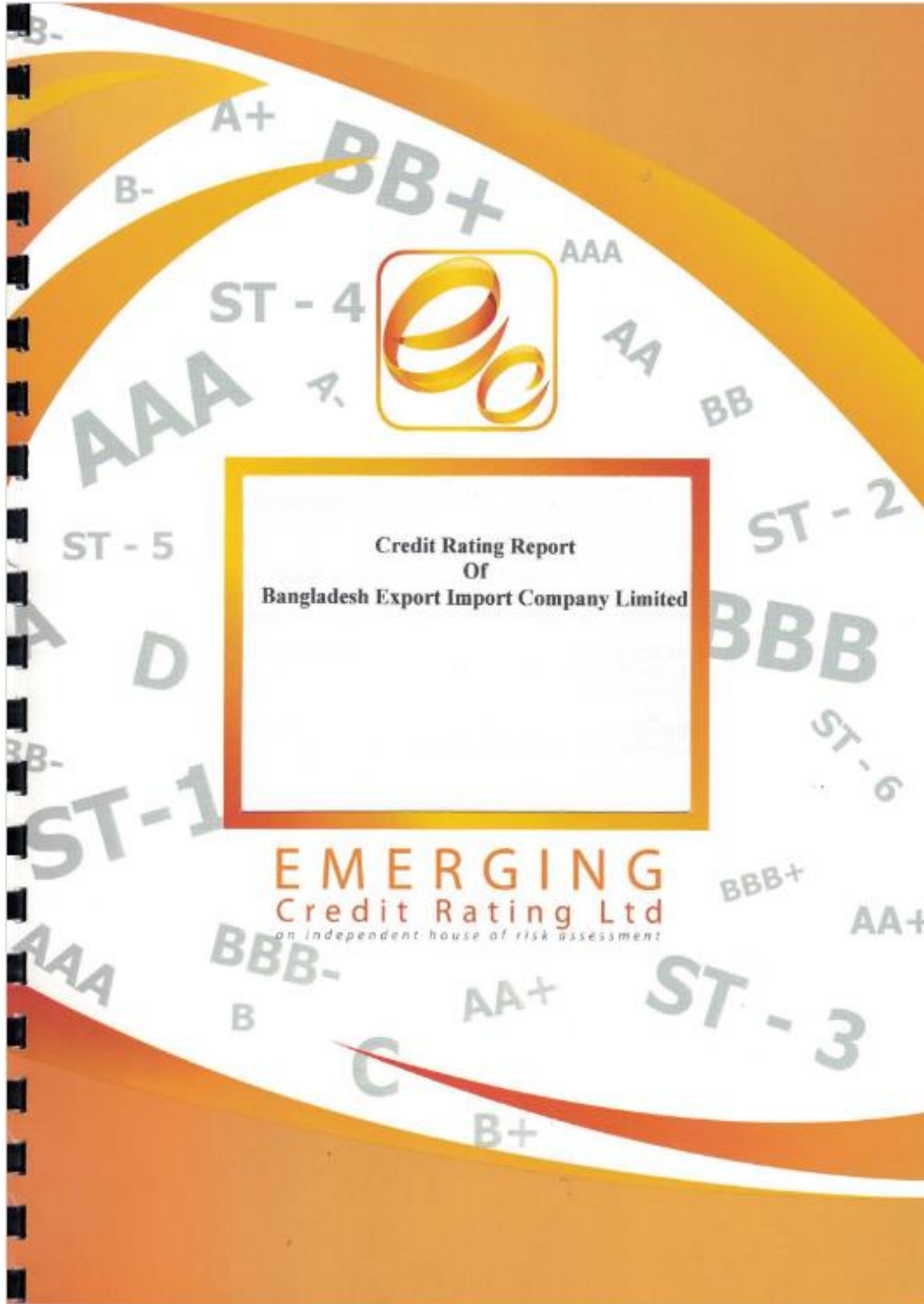
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Credit Rating Report of Originator





EMERGING Credit Rating Ltd

Bangladesh Export Import Company Limited Credit Rating Report

Valid From	Valid Till	Rating Action	Long Term Rating	Short Term Rating	Outlook
April 27, 2021	April 26, 2022	Initial	A	ST-2	Stable

Year of Incorporation : 1972

Chairman : Mr. A S F Rahman

Authorized Capital : BDT 10,000.00 Million

Paid up Capital : BDT 8,735.96 Million (As on December 31, 2020)

Bank Loan Outstanding : Long Term **BDT 22,707.18 million**
Short Term **BDT 29,369.32 million**
(As on December 31, 2020)

Contact Analysts : Md. Nazmul Hasan hasan@emergingrating.com
Md. Harun Chowdhury harun@emergingrating.com


NKA Mobin (FCA, ECS, CFC)
Managing Director & CEO
Emerging Credit Rating Ltd

**Credit
Analysis**

Corporate Debt
(Originator) Rating

Emerging Credit Rating Ltd

Corporate Debt (Originator) Rating

CREDIT ANALYSIS

2021 Initial Review

Bangladesh Export Import Company Limited

Major Rating Factors

- Strengths**
- Experienced and competent management team
 - Diversified business activity with addition of new health segment
 - Modern infrastructure facility with further expansion in process
- Challenge/ Risks**
- Business growth is highly dependent on textile division
 - Meeting its debt obligations on time
 - Liability arising from subsidiaries and associated companies
 - Price fluctuation of raw material and highly competitive market situation

Rationale Emerging Credit Rating Limited (hereinafter referred to as ECRL) has assigned **A** (pronounced as Single A) long term rating and **ST-2** short term rating to Bangladesh Export Import Company Limited (hereinafter referred as "Beximco Ltd.") for the purpose of being the originator of the issuance of BEXIMCO Sukuk Al Istisna. The outlook on the rating is **Stable**. The rating is consistent with ECRL's methodology for this type of company based on the audited financial statements from FY2017 to FY2020 and six months audited financial statement up to December 31, 2020 with other qualitative and quantitative information up to the date of rating. However, the rating assigned is only valid for Beximco Ltd, the risk assessment of its subsidiary and associated companies are outside the scope of this credit rating assignment.

Beximco Ltd. is a public limited company incorporated in 1972 under the companies' act 1913; it became listed in Dhaka Stock Exchange in 1989 and in Chittagong Stock Exchange in 1995. The company started its journey with the corporate mission of "Taking Bangladesh to the world", it is one of the largest corporate houses in the country generating revenue over BDT 19.00 billion in FY 2020. In FY 2020, 89.06% of its revenue came from its vertically integrated textile and apparel division which is situated in BEXIMCO Industrial Park, Sarabo, Kashimpur, Gazipur, 10.86% came from ICT division while the remaining 0.08% came from fisheries and dividend income and return from other investments.

Textile and apparel division is the largest wing of the company which also has highest impact on the company's profitability. In consequence the revenue of the company declined in by 17.20% in FY 2020 because the performance of the textile wing significantly suffered in the fourth quarter of FY 2020 due to the onset of COVID 19 pandemic which caused the Government of Bangladesh to declare general holiday as a result the production of the company was hampered resulting in a 39.30% decline in revenue compared to the fourth quarter of FY 2019. However the company had purchased raw materials in bulk while the price was relatively lower in the international market which resulted in a lower COGS growth in FY 2020 compared to FY 2019 ultimately resulting in an increased gross profit margin of 35.07% from 32.83%. Anticipating a future demand for PPE the company was able to quickly set up a new unit called Beximco Health which concentrates in manufacturing high quality PPE. This decision caused positive result as the revenue of the company sky rocketed and increased by 77.62% in the first six months of FY 2021 compared to FY 2020. During the fourth quarter of FY 2020 amidst pandemic, while the whole operation of the company was slowed down, the management of the company highly

Bangladesh Export Import Company Limited

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[Signature]
Managing Director & CEO
Emerging Credit Rating Ltd Page 2 of 31



concentrated on recovering/collecting the credit collection from the company's foreign clients which resulted in a significant decline in trade receivables causing the company to generate BDT 31,558.70 million cash inflow from operating activities the receivables. It has been observed that the current ratio, a key liquidity indicator has been exhibiting a fluctuating trend in the last four years. However, company's liquidity position in terms of current ratio always stood more than 1.0 time over the period of review indicating that the coverage of current liabilities by its current asset book has been satisfactory in the periods under review. On the other hand, 6 months audited financials as of December 2020, the liquidity position of the company has further decreased, as the current ratio of the company again fell to 1.12 times during the period. Higher receivable days along with lingering in inventory turnover days resulted from slower turnover during the Covid-19 pandemic period, the cash conversion cycle of the company further increased to 696 days in FY2020 from 671 days. Moreover, the debt concentration in the capital structure has been high in the periods under review. As a result, the debt to equity ratio determined from the financials hovers a range of 0.79 times to 0.84 times in the periods under review.

The company intends to originate a Sukuk worth of BDT 30.00 billion called BEXIMCO Sukuk Al Istisna based on Shariah principal of Istisna and Ijara Mawsufa fi Al Dimma under Bangladesh Securities and Exchange Commission Sukuk rules 2019. The funds will be used to purchase machinery for textile division, purchase machineries and complete construction of two power plants owned by Teesta Solar Limited and Korotoa Solar Limited who in turn are subsidiaries of Beximco Power Company Limited. It will require at least 8 months and 12 months to set up the power plants and in the meantime Beximco Ltd will be paying advance rent from its own sources which will significantly increase its already high interest obligations. However as mentioned earlier if the company continues to generate high cash inflow from operating activities which resulted in a CFO interest coverage ratio of 5.94 times in FY 2020 then it should be able to repay its Sukuk obligations smoothly.

Beximco Ltd has a substantial amount of loan liability including both short term and long term loan with various banks. At present the company has loan liability with eight banks namely Sonali Bank Ltd., National Bank Ltd., Rupali Bank Ltd., Janata Bank Ltd., Agrani Bank Ltd., AB Bank Ltd., Exim Bank Ltd., United Commercial Bank Ltd. As per the audited financial statement the company has an outstanding liability of BDT 52,076.50 million as on December 31, 2020. In past 10 years the company has restructured its large portion of short term borrowings into long term loans after already rescheduling its loans multiple times.

The Board Members has diversified experiences in the industrial management both national and international business activities. Over the years, Beximco Ltd has reached by far compared to its peers in this industry by stepping its footprint through maintaining high quality manufacturing facility, superior quality of products, and acumen strategic decision taken by board of directors. In addition the board also reviews the company's financial and business performance, business strategy, operational issues etc.

ECRL views Bangladesh Export Import Company Limited outlooks as **Stable** due to present business opportunities, long running business setup with further expansion and strong group support.


NKA Mobin (FCA, FCS, CFC)
Managing Director & CEO
Emerging Credit Rating Ltd



Exhibit 1: Financial Highlights: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Revenue (BDT in millions)	16,565.75	19,824.79	23,942.60	23,845.88	22,626.80
Revenue Growth (%)	77.74	(17.20)	0.41	5.39	4.72
COGS (BDT in Millions)	11,179.97	12,871.94	16,081.64	16,243.18	15,955.61
COGS Growth (%)	73.71	(19.96)	(0.01)	0.02	0.14
Gross Profit Margin (%)	32.51	35.07	32.83	31.88	29.48
Net Profit Margin (%)	10.13	2.25	5.96	5.28	4.50
Current Ratio (x)	1.12	1.41	2.95	4.65	4.30
Cash Conversion Cycle (days)	266	696	671	543	505
CFO (BDT in millions)	11,878.15	31,558.70	(968.91)	(1,006.96)	(2,312.23)
Debt-to-Equity (x)	0.81	0.84	0.84	0.80	0.79
Interest Coverage Ratio (x)	1.82	1.16	1.30	1.26	1.19
Total Liabilities to Total Assets (x)	0.51	0.52	0.50	0.49	0.48

Data obtained from audited financial statement of 2017-2020

*6 month December ended data obtained from audited financial statement


NKA Mobin (FCA, FCS, CFC)
Managing Director & CEO
Emerging Credit Rating Ltd



A. BUSINESS DESCRIPTION

A.1. Company Background

The flagship company of the group, Bangladesh Export Import Company Limited (Beximco Ltd.) is one of the largest business unit and the oldest company of Beximco Group founded by Mr. A S F Rahman and Mr. Salman F Rahman incorporated in September 29, 1972. The company's registered and operational office is situated at BEXIMCO Corporate Head Quarters, House No. 17, Road No. 2, Dhanmondi Residential Area, Dhaka-1205. In addition, the company also has an office in London which has a subsidiary known as BEXIMCO USA Ltd.

A.2. Global Footprint

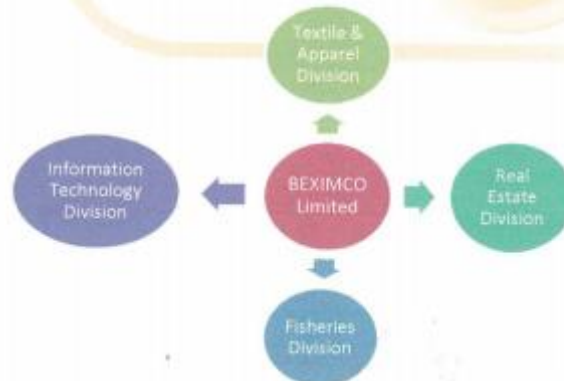
Figure 1: Global Footprint of Beximco Ltd.



A.3. Company at a Glance

A combination of multiple business entities operates in entirely different industries under one corporate group, usually involving a parent company and many subsidiaries. Beximco Ltd operates its business endeavors with a combination of multiple business entities operating in entirely different industries. In past decade several separate entities of Beximco Group has joined together in Beximco Ltd. At present the company has divisions namely textile, information technology, real estate, fisheries and marine foods. Apart from that the company has a significant investment in ceramic, pharmaceuticals, garments, power and some other industries. The Textile division, a fully integrated manufacturer of cotton and polyester blended garments for men, women and children, both for domestic and export markets which is the largest division of the company. Divisions of the company are presented below:

Figure 2: Operating Division of Beximco Ltd.





A.3.1. Textile & Apparel Division

BEXIMCO's textile division was previously known as Bextex Limited. In the year 2011, the company acquired Bextex Limited, one of the most modern composite mills in the region with an installed capacity of 288 high-speed air-jet looms in its weaving section and a high-tech dyeing and finishing section with a capacity of 100,000 yards of finished fabric per day. The factory is located at BEXIMCO Industrial Park, Sarabo, Kashimpur, Gazipur. In addition the company has a composite knit fabric production mill. The company also has cotton and polyester blended yarn-spinning mill, with 122,000 spindles is one of the largest spinning mills of the country. The mill was set up to meet the needs of the ever burgeoning RMG industry of the country, especially for the export oriented RMG companies.

Exhibit 2: Production Capacity of Textiles Division

Category	Capacity per month
Yarn Spinning	1,500 tons
Woven Fabric	3.5 Million yds
Denim Fabric	5 Million yds
Knit Fabric	900 tons
Apparel Capacities	
Product (Men's + Women's + Kid's)	Capacity (in pcs / month)
Dress Shirts	2,000,000
Casual Shirts	600,000
Knits	4,000,000
Bottoms (chinos / 5 pockets)	3,000,000
Soft lightweight outerwear (cotton based)	500,000
Washing Capacities	
Category	Capacity per month
Denim	2.5 Million
Garment Dyeing	2.0 Million

During the year under review Beximco embarked on a major expansion of the textile division. Construction of a state-of-the-art washing plant for Denim fabric, using green technology, the first of its kind in Asia, was completed and trial production has already started. Spinning and weaving capacities has increased three-fold and the management contracts with six new garments units within the industrial park were concluded. Orders were placed for brand new technology air jet looms, plus warping and sizing machines from Japan. Additional land was purchased and developed at the Beximco Industrial Park in Gazipur where 600,000 square feet of new factory space for garment and PPE manufacturing unit is being constructed.

Exhibit 3: Expansion of Textile Division

Units	Existing Capacity per month	Expected Capacity after expansion per month
Washing Unit	3.75 million pcs/month	3.75 million pcs/month (This is existing capacity after expansion as all the machines have already been received)
Denim Unit	1.0 million mtrs	4.50 million mtrs
Spinning Unit	3.6 million lbs	5.54 million lbs

Over the years, BEXIMCO has developed in-house design capabilities with teams based in Bangladesh and Spain. Furthermore it has partnered with some of the world's renowned design institutes, including Fashion Institute of Technology, Parsons, London School of Fashions, NIFT and NID, for access to talented designers. BEXIMCO has built strong working relationships with its core clients





through a continuous dialogue. BEXIMCO's technology partners include Invista, Huntsman, CHT, Rudof and Clariant.

The company is also present in retail apparel through "Yellow", a youthful brand sold through BEXIMCO owned outlets. Yellow is a design driven brand that celebrates creative and original thinking to highlight a lighthearted and optimistic view of life through a superior quality product. Yellow captures a modern interpretation of fashion and relaxed attitude expresses a comfortable and confident quality. The adventurous spirit of the line is built from Beximco Group's heritage in innovation and living a life full of passion that is open to discovery. Yellow is inspired by its customers; Unconventional yet high-quality.

A.3.2. Information Technology Division

Beximco Ltd's information technology division which operates under the brand name called 'Bangladesh Online.' Bangladesh Online Limited was incorporated in 1996 with the sole aim of keeping its internet users in the information super highway with the fastest access to the net. In 2009, Bangladesh Online Limited was merged with Beximco Ltd, country's largest private sector corporate house. Since then BOL is officially known as IT Division of Beximco Ltd. The division is one of the leading providers of banking and general purpose software and high speed internet services in Bangladesh. The division has renowned and reputed client organization in its client base. It provides services to over 750 bank branches in Bangladesh. Selected customers include BASF, Bank Asia, British Airways, Emirates Airlines, Chevron, Dhaka Stock Exchange, Graphic People and Grameenphone. The company provides both enterprise level solution and home internet solution. The company has wide network coverage all over the country.

A.3.3. Fisheries Division

Beximco Fisheries Limited, a concern of Beximco Group merged with Beximco Ltd in the year 2008 known as fisheries division of Beximco Ltd. Marine Foods Division has equipped with infrastructure for culturing, processing, packaging and selling of sweet water fish and shrimps. The division has two procurement centers, one in Potuakhali and the other in Bagerhat.

The company has two culture centers in Chittagong and the first one is at Moheshkhali of 171.41 acres the other one is situated at Khurushkhul and Kalatoly projects of 26.01 acres together. On the other hand the company has four processing and freezing plant three in Khulna and one in Chittagong. Activities of the Fisheries Division have remained stagnant as well for the last few years. It is being examined if it is possible to improve the situation and what steps are necessary to ensure steady growth of revenue and profit for this division of the company. The division is currently focused on domestic sales with a strategy to reinstate exports. It is also evaluating deep water fishing options.

A.3.4. Real Estate Division

The Real Estate Division of Beximco is one of the leading real estate developers in Bangladesh. It owns over 800 acres of land at prime locations in and around Dhaka. The real estate business has been bleak for a number of years. However, it is expected that once the Pandemic is over there will be a revival of this sector with economic growth, NRB (Non Resident Bangladeshi) remittances and rapid urbanization. The company is making plans of how to best utilize these lands and maximize both revenue and profit over the next years starting as soon as the sector revives.

A.4. Beximco Health

The company has now decided to diversify its business into PPE manufacturing and export in a large scale. For achieving this objective, the Textile Division of the company has established Beximco Health which is fully dedicated to manufacture high quality exportable PPE products. Massive investments have also been made for setting up completely vertical manufacturing facilities for manufacturing Category 1 to Category 4 PPE gowns and all kinds of masks including N95 masks. The company has also entered into a joint venture agreement with Intertek UK, an internationally renowned inspection agency to set up a world class independent testing laboratory within Beximco Health premises.



**Exhibit 4: PPE Product Categories**

Products	Items
Isolation Gown Level1, SPP 23 gsm (Non Sterile)	NSG 24
Isolation Gown Level 2, SMS 35 gsm (Non sterile)	NSG 11
Surgical gown Level 3, SSMMS 43 gsm (Non Sterile gown)	NSG19
Surgical gown Level 3, SSMMS 43 gsm (Sterile Gown)	NSG19
Surgical gown Level 4, PP+TPU 55-60 gsm (Sterile gown)	NSG18
3 ply Surgical Mask with Elasticated Ear loops	SM 1
N95, 5 layer foldable mask	BNM 1
Bouffant Cap, SPP 15 gsm	DSC 1
Over shoe cover SPP 20 gsm	DMO 1

A.5. Investment Assets

Over the years Beximco Ltd has invested significant amount of funds to its subsidiaries and associated companies. Over the years it has built a diversified investment portfolio. A snapshot of its investments is given below.

Exhibit 5: Investment Portfolio

Investments of Beximco Ltd.		
Details	No of Shares Owned (As on December 31, 2020)	Market Value of Investment (BDT in Million)
Investment in Shares		
Shinepukur Ceramics Limited	73,483,009	2,410.24
Beximco Pharmaceuticals Limited	3,189,926	607.68
Beximco Synthetics Limited	2,530	0.02
Jamuna Oil Limited	12	0.01
GMG Airlines Limited	32,997,800	299.98
Central Depository Bangladesh Limited	571,181	1.57
Beximco Power Co. Limited	75,000,000	750.00
*Share Money Deposit in Beximco Power Co. Limited		832.10
a. Sub Total		4,901.60
Investment in Property		26,789.53
b. Sub Total		26,789.53
Grand Total (a+b)		31,691.13

It's worth mentioning that the company has a significant investment in GMG Airlines Limited which has suspended its operation since 2012 hence it is unlikely that the company will generate return from this investment in near future.





A.6. Major Clients of Textiles & Apparel Division

Figure 3: Major Clients of Textiles & Apparel Division



A.7. Shareholding Structure

Beximco Ltd. is in well positioned to capitalize on strong growth across industries in both the domestic and global markets. The company has authorized capital limit of BDT 10,000.00 million divided into 1,000,000,000 ordinary shares of BDT 10.00 each. The paid up capital of the company stood at BDT 8,763.19 million at the end of December 31, 2020 which is divided into 876,318,879 ordinary shares of BDT 10.00 each.

Figure 4: Share Holding Position (%) of BEXIMCO as on December 31, 2020



A.8. Group Profile

Beximco Group is one of the oldest, largest and known groups in the country employs over 70,000 personnel worldwide. Since the early days, the group has evolved from being primarily a commodities trading company to a leading, diversified group with presence in almost every industry of the country. The Group continually widened its operation in multiple industries including garments & textile, pharmaceuticals, information and communication technology, trading, financial services, marine food, real estate development, hospitality, construction, media, ceramics, aviation and energy. The group sells its products and services in the domestic market as well as international markets. The group's global clients include some of the world's best-known brands including BT, Chevron, Calvin Klein, H&M, JC Penney, Macys, Zara, UNICEF, Royal Doulton and Villeroy & Boch. The Group consists of four listed companies in DSE and CSE and seventeen privately held companies. The publicly traded companies are:





Exhibit 6: Investment in Listed Companies

Listed Companies	
1. Bangladesh Export Import Company Ltd.	2. BEXIMCO Pharmaceuticals Ltd.
3. BEXIMCO Synthetics Ltd.	4. Shinepukur Ceramics Ltd.

Nonetheless the group is always looking for establish a new company to expand the business as well as create employment opportunity. The group has also its operation in different countries. Following is a list of major companies of the group. The group has some other privately held companies listed below.

Exhibit 7: List of other concerns of BEXIMCO Group

Export Oriented Companies	
1. BEXIMCO Fashions Ltd.	2. New Dacca Industries Ltd.
3. Esses Fashions Ltd.	4. International Knitwear & Apparels Ltd.
5. Crescent Fashion & Design Ltd.	6. Escorp Apparels Ltd.
7. Bextex Garments Ltd.	
Other Concerns	
8. BEXIMCO Holdings Ltd.	9. BEXIMCO Engineering Ltd.
10. BEXIMCO Communications Ltd.	11. BEXIMCO Securities Ltd.
12. Independent Television Ltd.	13. BEXIMCO Computers Limited
14. BEXIMCO Power Limited	15. Independent Publications Limited
16. BEXTRADE Limited	17. BEXIMCO LPG Unit-1 Limited

B. INDUSTRY ANALYSIS

B.1. Textile Industry

Spinning mills of Bangladesh is mostly dependent on raw cotton imports. Spinning mills and the RMG sector consume 40 percent of the raw cotton imported and 80 percent of imported yarn and fabrics in order to meet export demand. There are around 6,502 registered and 527 unregistered garments & textile factories in Bangladesh. Around 4,621 Bangladesh Garment Manufacturers and Exporters Association (BGMEA) members employ 4.5 million workers at their garment factories, of which 80 percent are women. Of the factories, currently there are 433 spinning mills, 809 fabric manufacturing mills, 246 dyeing and finishing mills. As the number of spinning mills increased over the years the spindle capacity also increased.

Exhibit 8: Primary Textile Sector (Spinning) Capacity and Growth

Year	No. of Mills	Spindle Capacity (kg'000)	Growth in spindle capacity (%)
2010	373	8,700	14.47
2011	392	9,600	10.34
2012	392	9,800	2.08
2013	394	9,800	0.00
2014	407	10,300	5.10
2015	413	11,050	7.28
2016	424	11,650	5.43
2017	425	12,410	6.52
2018	430	13,170	6.12
2019	433	13,430	1.97

Source: Bangladesh Textile Mills Association (BTMA)

Cotton import in Bangladesh has been increasing between 20 and 25 percent over the last few years. Last fiscal year, Bangladesh imported nearly 7.00 million bales [480 pounds make a bale] adding that the quantity might increase 25 percent this year. This is the primary textile sector (PTS) of





Bangladesh to support as a backward industry of RMG unit. A summary of the industry and background is displayed below.

Exhibit 9: Industry Outlook

Particulars	Quantity/ Amount
Number of Mills that are BTMA Members	1,488
Textile Spinning Mills/Yarn Manufacturing Mills	433
Annual Yarn spinning capacity	2.964 billion kg
Number of Textile Weaving Mills/Fabric Manufacturing Mills	809
Number of Dyeing-Printing-Finishing Mills (Textile Product Processors)	246
Raw Cotton (480 lb bales)	11.5 million bales (maximum processing capacity)
Raw-Cotton Import 2019 / Consumed	8.2 million bales (App)
Raw Cotton Production	31,208 MT
Polyester Staple Fiber	96,077 MT
Viscose Staple Fiber	53,289 MT
Raw Cotton Source	USA, Australia, CIS, India, Pakistan, China, Central America, and East and West Africa.

Source: USDA Annual Report 2020

In Bangladesh, 19 spinning mills are producing synthetic; 8 mills are producing Acrylic and rest 406 mills are purely Ring-Spun spinning mill mainly producing 100% cotton yarn and partial quantity of Blended Yarn. Government support plays an integral part during the importing of the raw materials required for RMG and related production. The raw materials imported in Bangladesh like polyester, viscose, acrylic, synthetic, and modacrylic staple fibers, has no import duties. The duty for textile chemical dyes is 5 percent. Export-oriented RMG factories can import yarn and fabric under a duty-free incentive, which reimburses all customs duties paid on imported yarn and fabric (but not taxes such as the VAT and Advanced Income tax). Imports of all textile raw materials, including fabrics, have no quotas. Furthermore, Government is still supporting this sector which earns the major export earnings during this global crisis.

The present condition of Bangladeshi Textile mills:

Now 40% yarn and fabric demand for woven RMG are met by Bangladeshi Primary Textile Sector (PTS) and rest is imported. Due to the imported capital machine, imported basic yarn and raw material, higher rate bank finance, manpower, productivity the local fabric producing mills are losing the competency in the market. There are some big invested denim mills and woven mills who cannot sell their fabric in a market price at the export market. Some big investment is going to be a bad example for the country. Some big woven mills are importing capital machinery from Europe. All types of raw materials (yarn, chemical, spare) are imported from Europe, China and India and then finally need to sell the fabric in Bangladeshi export garments industry with price competitiveness on China, India and Pakistan. In this way, the earning CM will not help to survive the industry. To make the value-added product in high investment factory is also a problem as Bangladeshi spinners do not support for yarn to make value-added products. As well as the total country image still is not ready to promote value-added product and value-added product market size also not so big.

In Bangladesh, since long the domestic garments and fabric are mainly produced in handloom. But due to functional demand, comfort, price the domestic demand and trend are changing day by day. Fabric for the official dress of Bangladesh Police, Army, Navy, Air force and others are imported either in the yarn stage or in the fabric stage. The outerwear garments or fabrics are mainly imported for the domestic market. Still in Pakistan and Indian entrepreneurs is investing millions of USD in their country to meet up the Bangladeshi local demand of ladies' dress. The local home textile market is mainly import based. The export surplus woven fabric which is available in the market- mainly imported to meet up the local demand.





B.2. RMG Industry

RMG industry plays an integral part in the economy of Bangladesh. Bangladesh is majorly dependent on the ready-made garments industry for manufacturing employment, foreign reserve, and women empowerment. The contribution of the industry to the country's gross domestic product is around 11.2%. There are more than 4,600 RMG factories comprising largest industrial sector in the country and contribute to 36% of manufacturing employment engaging 4.1 million workers where 61% are women worker who are industrious, disciplined and low-cost women workers.

Bangladesh's market share in global RMG trading is 6.5%, and the country consistently remained the second largest exporter after the People's Republic of China. Bangladesh primarily exports to the European Union (62%) and the United States of America and Canada (21%). Over the last three decades, the RMG exports have registered a cumulative average growth of 14.8% per annum reaching USD 34.2 billion in FY2019 which is 84.2% of the country's total exports. Figure 5 shows the growth of the RMG industry since 2013 defying all regional and international crises.

Figure 5: RMG Export in Comparison to Total Export



Source: EPB

However, the industry is now at the crossroads due to COVID-19 fallouts. There had been fluctuations in the export receipt due to the impact of the pandemic. The changes in the export receipt from different segregation of RMG i.e., woven and knit, over the last eight years had been displayed to show the performance of Bangladesh RMG sector annually.

Exhibit 10: Statistics of RMG Export including Woven & Knit (USD million)

Year	Total Export	RMG Export	Woven	Knit
FY13	27,027.36	21,515.73	11,039.85	10,475.88
FY14	30,176.8	24,471.88	12,442.07	12,049.81
FY15	31,208.94	25,491.4	13,064.61	12,426.79
FY16	34,241.82	28,094.16	14,738.74	13,355.42
FY17	34,655.92	28,149.89	14,392.59	13,757.25
FY18	36,668.17	30,614.76	15,426.25	15,188.51
FY19	40,535.04	34,133.27	17,244.73	16,888.54
FY20	33,674.09	27,949.19	14,041.19	13,908.00

Source: EPB, Amount of L/C Settlement Foreign Exchange Operation Department, Bangladesh (*FY2019-20 July-Sep)

COVID-19's impact on the RMG industry:

Readymade garments sector is of immense importance for Bangladesh and one of the primary growth engines over the last few decades. Bangladesh's RMG sector contributes more than 84% of overall export of the country. After continued growth for many years, in 2019-2020 fiscal years, Bangladesh garments export is experiencing a declining trend, achieving USD21.84 billion in the first ten months compared to USD23.12 billion for the corresponding period in the last fiscal year.

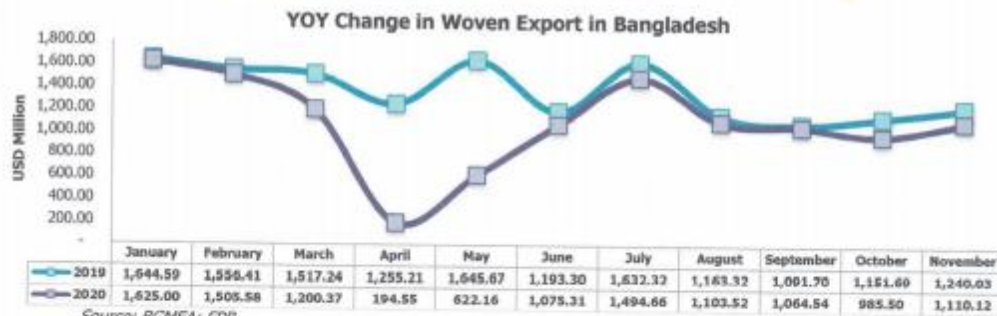


The RMG sector is on the verge of a unique humanitarian and business catastrophe. To flatten the corona virus spread curve, the government declared nation-wide holidays up to 25 April 2020 and business and industrial activities have come to a crunching break except emergency services. Many international buyers had been cancelling or postponing confirmed procurement orders as their retail outlets were substantially closed in Europe, North America, Asia and elsewhere. According to Bangladesh Garment Manufacturers and Exporters Association (BGMEA), international buyers have either cancelled or suspended USD 3.16 billion worth of shipments involving 1,142 factories affecting 2.26 million workers as of 18 April 2020.

Exhibit 11: Monthly Woven & Knit Export to the World

Month	Woven USD Million		Knit USD Million		Total USD Million		Change (%)	
	2019	2020	2019	2020	2019	2020	Monthly 2020	Y-o-Y Woven
January	1,644.59	1,625.00	1,487.98	1,414.22	3,132.57	3,039.22	-	(1.19)
February	1,556.41	1,505.58	1,352.46	1,278.70	2,908.87	2,784.28	(8.39)	(3.27)
March	1,517.24	1,200.37	1,307.83	1,055.83	2,825.07	2,256.20	(18.97)	(20.88)
April	1,255.21	194.55	1,284.07	180.12	2,539.28	374.67	(83.39)	(84.50)
May	1,645.67	622.16	1,597.51	608.38	3,243.18	1,230.54	228.43	(62.19)
June	1,193.30	1,075.31	1,206.09	1,164.95	2,399.39	2,240.26	82.06	(9.89)
July	1,632.32	1,494.66	1,678.16	1,750.28	3,310.48	3,244.94	44.85	(8.43)
August	1,163.32	1,103.52	1,242.69	1,364.50	2,406.01	2,468.02	(23.94)	(5.14)
September	1,091.70	1,064.54	1,249.37	1,348.88	2,341.07	2,413.42	(2.21)	(2.49)
October	1,151.69	985.50	1,368.13	1,338.22	2,519.82	2,323.72	(3.72)	(14.43)
November	1,240.03	1,110.12	1,271.28	1,334.47	2,511.31	2,444.59	5.20	(10.48)
December	1,539.16	-	1,368.13	-	2,907.29	-	-	-

Figure 6: YOY Change in Woven Export in Bangladesh



Source: BGMEA; EPB

A comparison between the last two years have been made based on the available monthly data of export of woven & knit of Bangladesh RMG sector in the above table. As per data from export promotion bureau, this sector faces defined or negative growth from February 2020. During the spread of the pandemic in the major exporting countries, the return from this sector took a nose dive due to the cancellation of orders and switching the attention of countries towards the stopping of spread of the deadly disease. However, the sector earned positive revenue growth since May 2020 when countries were moving towards normalization amidst this pandemic worldwide. The sector had positive growth for three months till July then again started falling for the next three months although it showed a positive growth in November 2020. In contrast, the year-on-year growth had been negative for the last nine months with some fluctuation in the magnitude of fall in export earnings over the months as per data.

In order to fight COVID-19's effects, the government announced a stimulus package of BDT956 billion (USD11.2 billion) to recover the economy by strengthening the social safety net, export sectors, SMEs





and other priority sectors. The package allocates BDT50 billion for RMG and other export-oriented industries for paying salaries-allowances to workers & employees and the size of the Export Development Fund has been USD5.0 billion facilitating short-term obligations for importing raw materials for export-oriented industries. Out of this package, the central bank will institute a USD600 million Pre-Shipment Credit Refinance Scheme for RMG and other export-oriented industries. However, it will only meet a fraction of the massive requirements of the sector, which needs at least USD 470 million to pay wages every month. BGMEA has targeted to export of RMG USD 50 billion by 2021. To achieve this target, this sector requires exporting USD 12 billion proportionately, if the sector gets policy support and cooperation from the Government.

B.3. ICT Industry

Bangladesh has got a big boost in its digitalization era as the number of its internet users has almost doubled in last five years. Some 67 per cent of the country's total population now use internet, mostly through mobile phones in hand. According to the Bangladesh Telecommunication Regulatory Commission (BTRC), the number of internet users increased to 110.76 million in October 2020 from 66.96 million five years ago. The annual growth of internet users was recorded at 13.5 per cent on an average over the last five years. Within a year, the subscription of internet swelled by 11.24 per cent in October 2020 compared to the corresponding period of last calendar year.

Out of total 110.76 million internet users till October 2020, 102.11 million are using internet through their mobile phones while 8.56 million through ISP and PSTN (public switched telephone network). Mobile penetration in Bangladesh has reached 168.07 million as of October 2020, as per the data of BTRC. According to the Bangladesh Competition Commission (BCC), the size of e-commerce in Bangladesh climbed to BDT 166.16 billion until August 2020, roughly 29.67 times the amount in 2016.

Almost everyone in Bangladesh is using mobile SIM. The number of mobile SIM subscribers in Bangladesh now stands at over 166 million. According to BTRC, while only 5 percent of the population has a fixed-broad band connection, 59 percent of the population has a mobile- subscription, which indicates the increasing acceptance and maintenance of ICT in daily lives of every citizen. ISPs are regulated by the Bangladesh telecommunication regulatory commission (BTRC) through the Bangladesh Telecommunications Act. The six categories of licenses being provided now are: nationwide, central zone, zonal, category A, category B and category C. The licenses will be nationwide, divisional, district and local as per the new guidelines.

Exhibit 12: Number of ISP Licenses

Categories	Licensed	Cancelled	In Operation
Nationwide	120	24	116
Central zone	85	21	83
Zonal	253	16	197
Category A	810	75	716
Category B	125	24	103
Category C	589	35	434

Source: BTRC Annual Report 2019-2020

C. BUSINESS RISK ANALYSIS

Risk is an integral part of financing business and thus every business is exposed to risk of different type and magnitude. So, the prime responsibility of every business house is to manage its risk so that its return from business can be maximized. Being involved in diversified sectors BEXIMCO faces challenges from different industry. Both internal and external factors have influence in the company's day to day operation. External risks rise from the movement of market forces in the economy and government actions along with international business and economy. These risks are beyond company's control, but avoidance is ensured with the company's vigilance in predicting the direction of the economy and abiding by the government actions.

C.1. Operating Risk

Operating risk includes various types of problems which arise from various sources. The country has various infrastructure problems include lack of electricity, poor road condition, lack of gas etc. However, Beximco Ltd has its own power generation facilities to keep the production to maximum





level. On the other hand, labor unrest, has been a major problem for manufacturing units of the country. The country observes labor protest very frequently. Due to labor protest production might off for several hours to several days. However, the company has not faced any major labor protest in recent years.

C.2. Competitive Market

As mentioned before Beximco Ltd operates in multi industry namely textile, information technology, real estate and fisheries. The company has to face competition from several industries. Each industry's completion is different from other. Both information technology and textile industry is very competitive. The company has countered this risk by increasing its investment in new technologies thus increasing the overall skill level of its employees and production capability of its factories as a result it was one of the first companies from Bangladesh to export PPE in large scale during the pandemic.

C.3. Investment Risk

Beximco has invested in other companies also including Shinepukur Ceramics Ltd, Beximco Pharmaceuticals Ltd., Beximco Power Co. Ltd., GMG Airlines Ltd. and to some other companies. In addition the company also has significant investments in real estate. According to the Director's report of FY 2020 the management of the company considers the real estate sector of the country to be depressed due to ongoing pandemic and is formulating plan to utilize its real estate assets in order to get maximum return from investment.

C.4. Risk Related to Potential Changes in Global and National policies

This company's textile division operates in an export oriented industry. Almost every aspect of the company's business is dependent on the international buyers. Changes in the existing global or national policies can have either positive or negative impacts for the company as well as the capital market. Any scarcity or price hike of raw materials due to changes in policy in the international market might hamper the production and profitability. Furthermore, the overall performance of the economy may also be hampered due to unavoidable circumstances both in Bangladesh and abroad such as political turmoil. Since the risk involved with the potential changes in global or national policies is a macro factor, it is beyond the capability of Beximco Ltd. or the capital market to control. However, the strong brand equity of the company in the local and international market and deep and profound knowledge of the sponsors will always endeavor to withstand the unexpected changes or any such potential threats.

D. FINANCIAL RISK ANALYSIS

The rating process was based on qualitative aspects which are based on the company's policies in relation with the operating strategies, financial leverage, and ultimate financial goals of the companies. For this purpose of the overall financial risk assessment of the company, ECRL divided the financial portion into four different criteria which are Profitability Analysis, Liquidity Analysis, Cash Flow Analysis and Leverage and Capital Structure. Detailed analysis is presented below:

D.1. Profitability

Exhibit 13: Selected Indicators: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Revenue (BDT in millions)	16,565.75	19,824.79	23,942.60	23,845.88	22,626.80
Revenue Growth (%)	77.74	(17.20)	0.41	5.39	4.72
COGS (BDT in Millions)	11,179.97	12,871.94	16,081.64	16,243.18	15,955.61
COGS Growth (%)	73.51	(19.96)	(0.01)	0.02	0.14
Gross Profit Margin (%)	32.51	35.07	32.83	31.88	29.48
Operating Profit Margin (%)	29.56	30.99	29.47	28.72	25.94
Net Profit Margin (%)	10.13	2.25	5.96	5.28	4.50
ROA (%)	1.28	0.36	1.16	1.07	0.89
ROE (%)	2.61	0.73	2.33	2.08	1.71

Data obtained from audited financial statements of 2017-2020

*6 month December ended data obtained from audited financial statement

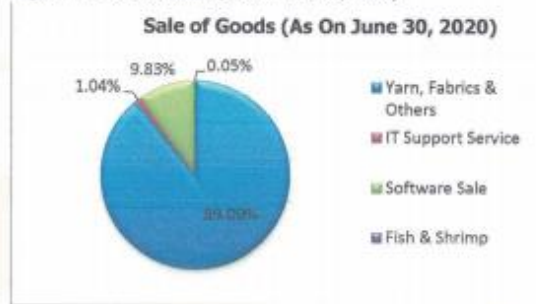




Beximco Ltd operates in multiple industries including textile, information technology, fisheries and others. However, the company historically generates its lion portion of revenue from textile division. As per the financials the revenue stream of the company has been experiencing a fluctuating trend in the periods under review and the revenue of the company fell by 17.20% to BDT 19,824.79 million in FY2020. It is notable to mention that the operation of the company was severely affected in the last quarter of the FY2020 due to outbreak of Covid-19 pandemic in the second week of March 2020 in the country and as per government declaration of general holidays from the last week of March 2020 the offices including production facilities were totally closed for a specific period of time and thereafter operational activities were not resumed in full scale due to absence of new orders and reduction in the presence of employees and workforces fearing the contact of coronavirus. Domestic

and export sales during the pandemic period particularly during last quarter April – June 2020 were very slow where some of its export orders have either cancelled or halted for a specific time thus ultimately impacted the revenue growth of the FY2020. As per the financials, majority portion of its sales revenue (89.09%) comes from selling of yarn, fabrics and other goods and the rest of revenue comes from some other sources plotted in the graph. However

Figure 7: Sale of Goods (As On June 30, 2020)



such high level of earnings from textile division depicts a cause of concern if this unit faces any adverse situation which might severely impact on the company's overall revenue generation. However, Beximco Ltd embarked on a major expansion of the textile division by which spinning and weaving capacities will increase three-fold. In addition to this the company has also introduced a new washing plant for denim fabrics and by considering all together it's expected that revenue from this division will significantly increase in the upcoming year and as per projection of the company overall revenue of the company is expected to stand at BDT 41,499.30 at the end of the FY2021.

Though the company earns revenue from various divisions mentioned above, textile unit is the major contributor in revenue generation followed by information technology division. Beximco Ltd has reinvested in the property, plant and equipment in the last year and has invested in transformational technology in fabrics, apparel manufacturing, washing and garment dyeing unit and digitalizing of the supply chain systems using advanced 3D Design, ERP/ MIS thus might further increase its revenue. In line with revenue COGS of the company has also decreased but in a slightly faster pace than the revenue and finally stood at BDT 12,871.94 million; decreasing by 19.96% in the FY2020 thus ultimately improved the GP margin of the company. As per the financials, revenues from yarn, fabrics and others has declined by 16.72% whereas cost of revenue from this sector has faced a reduction by 20.22% which is the main component of decreased cost of revenue.

The operational performance of Beximco Ltd has improved in the last six months of the 2020. Despite economic slowdown, the company has been able to turn around and generated satisfactory amounts of revenue and operating income within the last six months as of 31 December, 2020. From the revenue breakdown of the company provided below, it has been observed that most of the revenue of Beximco Ltd is generated from the sale of yarn, fabrics and others. This segment attributed to around 97% of its sales in the last six months of 2020. Sale of software also contributes to the total revenue moderately. Since the company has a good buyer base in foreign market, after first wave of Covid-19 since economy has reopened and the company did well on that period due to having a good number of export orders in hand. In addition to this expanded capacity of the textile unit has also contributed to saw such a growth in revenue from this segment. Rest of the revenue comes from IT support service, sale of fish and shrimps and others. As per the financials, revenue of the company is derived from sale of goods, commission and other income, dividend income and capital gain or loss on sale of shares.





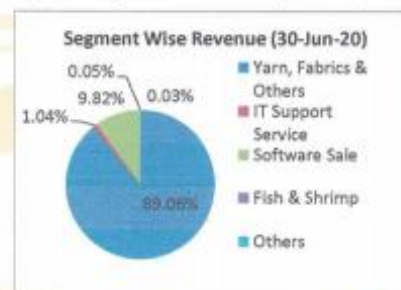
Exhibit 14: Revenue Structure: Bangladesh Export Import Company Limited

Particulars	31-Dec-20		30-Jun-20	
	BDT (In Million)	% of total	BDT (In Million)	% of total
Yarn, Fabrics & Others	16,040.85	96.83	17,656.46	89.06
IT Support Service	105.64	0.64	205.38	1.04
Software Sale	397.66	2.40	1,947.61	9.82
Fish & Shrimp	2.78	0.02	9.34	0.05
Others	18.82	0.11	6.00	0.03
Total Revenue	16,565.75	100	19,824.79	100

Figure 8: Segment Wise Revenue (31-Dec-20)

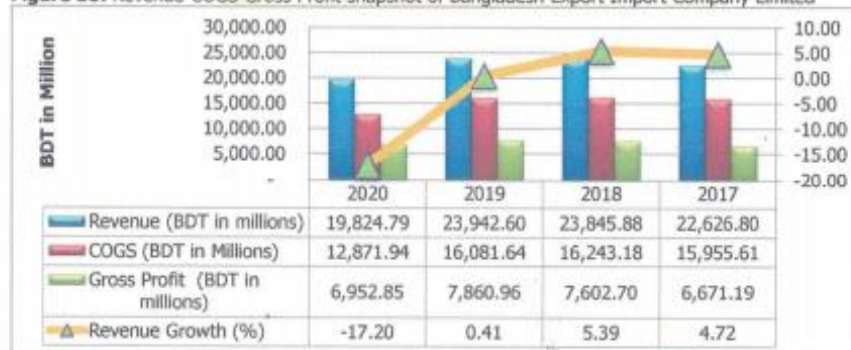


Figure 9: Segment Wise Revenue (30-Jun-20)



As per the financial, the revenue of the company has registered a phenomenal growth in the six month audited financials ending on December 2020 in comparison to the same period of the last year and the revenue of the company reached BDT 16,565.75 million experiencing a praiseworthy 77.74% growth as compared to the prior year same period whereas the revenue was BDT 9,319.89 million on that period. The company saw such exponential growth due to significant increase in selling of yarn, fabrics and other goods. However, other sources of revenue such as IT support service, software sale and sale of fish and shrimp has decreased by 38.46%, 59.12% and 53.28%, respectively compare to the same period of last year. In line with revenue COGS of the company has also increased but at a faster pace than the revenue in the six months up to December 2020 compare to the same period of the last year and finished at BDT 11,179.97 million. Due to increase in procuring costs of raw material and other direct cost associated with production, COGS of that period has increased at a faster rate thus ultimately shortened the GP margin of the company for that period stood at 32.51% at the end of December 2020 which was 36.27% in the same period of last year.

Figure 10: Revenue-COGS-Gross Profit snapshot of Bangladesh Export Import Company Limited





Gross profit of the company has recorded at BDT 6,952.85 million in the FY2020 decreasing from BDT 7,860.96 million which was in the prior financial year. Due to efficient management of procurement cost and other direct expenses associated with production GP margin of the company has improved to 35.07% in the FY2020 from 32.83%. In line with slowdown of its operation during the pandemic situation, operating expenses of the company has also reduced by 1.32% in FY2020 as opposed to an increase of 7.47% due to mainly 3.20% decrease in administrative expense in FY2020 compared to a 8.29% increase in FY2019. Selling and distribution expense indicating more than two times higher than the prior financial year resulted from its increased transportation expenses during the lockdown period and increase of its promotional activities. Overall reduced operating expenses by 1.32% in FY2020 than the preceding reporting period led the operating profit margin of the company further slightly improved to 30.99% in the FY2020 from 29.47% in FY2019.

Figure 11: Profit Margin Snapshot of Bangladesh Export Import Company Limited



However, spread between gross profit margin and net profit margin is significant, since the company has a large volume of debt in the capital structure thus incurred a significant amount of finance cost which ultimately reduced the net profit of the company. Interest expense of the company has slightly dropped by 1.88% in the FY2020 as opposed to 10.13% raise in the prior financial year in line with slight decrease of loan liability in the FY2020. On the other hand income tax expenses has substantially increased by 147.96% in the FY2020 as compare to the prior financial year due to having a short of provision for taxation both in the FY2019 & FY2020. After counting of income tax expenses and workers profit participation fund net profit after tax of the company has reduced to BDT 446.18 million in the FY2020 from BDT 1,426.24 million in the prior financial year. Thus the company's net profit margin stood way below from its operating profit margin. At the end of the FY2020 total assets base and equity base of the company recorded at BDT 125,349.01 million and BDT 60,759.19 million respectively whereas asset base of the company grew by 2.02% on the other hand equity of the company dropped by 0.77%. Both return on assets and return on equity of the company has negatively affected in line with decrease of return in the FY2020.

D.2. Liquidity Analysis

Exhibit 15: Selected Indicators: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Current Ratio (x)	1.12	1.41	2.95	4.65	4.30
Quick Assets Ratio (x)	0.99	1.25	2.89	4.54	4.18
Days Receivables (days)	267	731	708	561	513
Days Payables (days)	98	152	82	65	58
Inventory Turnover (days)	97	117	44	47	50
Cash Conversion Cycle (days)	266	696	671	543	505

Data obtained from audited financial statement of 2017-2020

*6 month December ended data obtained from audited financial statement





The liquidity strength of the company has been gradually reducing in the periods under review. In line with this, it has been observed that the current ratio, a key liquidity indicator has been exhibiting a fluctuating trend in the last four years with a downward trend in the last two years. Two major components of current assets of the company are Trade & Other Receivable and Advance, Deposit & Prepayments which occupied 49.54% (FY2019: 59.89%) and 38.65% (FY2019: 37.50%) of total current asset base, respectively and these two key components of current asset book have declined significantly by 45.75% and 32.42%, respectively in the FY2020 compared to prior financial year. On the other hand, since the company has a large amount of long term borrowings to support the whole business operations, the current maturity of long term loan has substantially increased by BDT 8,070.88 million or 43.88% in FY2020 than a year ago and 72.31% increase in trade payables ultimately leading to increase in current liabilities by 37.52% in the FY2020. As a result, during the year FY2020, Beximco Ltd's current assets of the company significantly dropped by 34.42% whereas the current liabilities of the company rose by 37.52%, resulting to a moderate fall in current ratio standing at 1.41 times in FY2020, a down from 2.95 times in FY2019. However, Beximco's liquidity position in terms of current ratio always stood more than 1.0 time over the period of review indicating that the coverage of current liabilities by its current asset book has been satisfactory in the periods under review.

On the other hand, 6 months audited financials as of December 2020, the liquidity position of the company has further decreased, as the current ratio of the company again fell to 1.12 times during the period. In compare with the current assets of FY2020, at the end of December 31, 2020 current assets of the company have moderately decreased by 15.06% whereas current liabilities of the company have followed the opposite trend which has further increased by 6.96% due to mainly 44.02% increase in other payables.

Figure 12: Growth of Current Assets & Liabilities of Bangladesh Export Import Company Limited



The ability to meet the coverage of short term liabilities by its more liquid assets has fallen in line with the current ratio and the quick asset ratio dropped to 1.25 times in FY2020 from a massive nose dive from 2.89 times in FY2019. However, as inventories hold only 11.30% of total current assets of the company indicating that the company has good amount of liquid assets in hand.





Figure 13: Liquidity position of Bangladesh Export Import Company Limited



The company's receivable collection has significant role in determining the cash conversion period which has further increased to 731 days in the FY2020 from 708 days in the FY2019. On the other hand payable days of the company have also increased in the last financial year due to delayed in the payment to supplier and finally stood at 152 days in the FY2020 which was 82 days in the prior financial year. In the last financial year inventory turnover period has lingered as the production was halted due to outbreak of Covid-19 during the last quarter of the financial year 2020 thus ultimately increased the inventory days to 117 days in the FY2020 from 44 days in FY2019. Overall, higher inventory days mainly led the increase in cash conversion cycle of the company to slightly increase to 696 days in FY2020 from 671 days in 2020 which is a very longer cash conversion cycle of the company. On the other hand 6 months financial ended on December 31, 2020, the cash conversion cycle of the company improved massively to 266 days in first half of the FY2021.

D.3. Cash-flow Coverage

Exhibit 16: Selected Indicators: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
CFO (BDT in millions)	11,878.15	31,558.70	(968.91)	(1,006.96)	(2,312.23)
CFO Interest Coverage (x)	4.41	5.94	(0.18)	(0.18)	(0.47)
CFO Debt Coverage (x)	0.23	0.62	(0.02)	(0.02)	(0.05)

Data obtained from audited financial statement of 2017-2020

*6 month December ended data obtained from audited financial statement

In FY2020, Beximco Ltd. generated significant amount of surplus cash from its operation despite the net profit after tax significantly fall by 68.72% during the year. In last three years (FY2017-FY2019) the company could not generate surplus cash from its operation and the CFO showing fluctuating trend over the periods under review. During FY2020, cash collection from its customer has rose massively as a result BDT 23,543.05 million recovered from trade and other receivables which is the key catalyst of the improved cash flow. Moreover, decrease in advances, deposits and pre-payments, accruals also played a vital role to this improved cash inflow. However, due to COVID-19 pandemic company's sales fallen significantly as a result BDT 4,582.44 million of raw materials was in company's stock which eventually resulted in cash outflow of BDT 4,448.71 million during FY2020. Such deviation in cash inflow from trade and other receivables, advances, deposits and pre-payments, accruals and cash outflow due to significant rise in inventories finally exhibited an improved cash flow from operation (CFO) of BDT 31,558.70 million which was BDT (968.91) million in previous year.

As discussed earlier, significant growth in CFO against 1.88% fall in interest expense has influenced the CFO Interest Coverage jumped to 5.94% during the year indicating the company generated sufficient cash flow from its operation to cover up the significant amount of interest expenses during the year. Moreover, the increased CFO against 0.7% reduction in total debt caused a rise in CFO debt coverage to 0.62 times in FY2020.





Additionally, in first six month of FY2021 (July20-Dec'20), Beximco Ltd. has generated surplus CFO of BDT 11,878.15 million which was around 17 times higher compared to previous corresponding period (July 19-Dec 19). Further improvement in recovery of trade and other receivables and decrease in accruals expense eventually improved the cash generating ability of the company. ECRL has observed that, over the last 18 months of review (July 19-Dec 20) the receivable collection of the company improved massively exhibiting lower exposure to credit risk.

D.4. Leverage & Capital Structure

Exhibit 17: Selected Indicators: Bangladesh Export Import Company Limited

Financial Year Ending: June	2021*	2020	2019	2018	2017
Debt-to-Equity	0.81	0.84	0.84	0.80	0.79
Debt to OPBITDA (x)	10.63	8.27	7.25	7.03	8.00
Short Term Debt Ratio (x)	0.46	0.45	0.32	0.16	0.18
Long Term Debt Ratio (x)	0.35	0.39	0.52	0.64	0.61
Interest Coverage ratio (x)	1.82	1.16	1.30	1.26	1.19
Total Liabilities to Total Assets (x)	0.51	0.52	0.50	0.49	0.48

Data obtained from audited financial statement of 2017-2020

*6 month December ended data obtained from audited financial statement

The equity base of Beximco Ltd. fell by 70 basis points to BDT 60,759.19 million in FY2020. The company's equity base experienced such fall due mainly to loss of investment of share amounting BDT 438.28 million along with a 0.05% trivial increase in retained earnings resulted from significant fall in net profit after tax in line with plunge in revenue during the period. On the other hand, the total borrowing of the company has been almost same in the last two years between FY2020 and FY2019. As a result, the debt to equity ratio determined from the financials has remained static in last two years standing at 0.84 times and the debt to equity ratio hovers a range of 0.79 times to 0.84 times in the periods under review. Notably total borrowings 46.14% came from long term financing and the rest 53.86% contributed from short term financing depicting that the company has utilized a high level of borrowings to expand its operations over the years. On the other hand, 06 months financials ended on December 31, 2020, the equity book of the company increased by 5.71% to BDT 64,228.35 million from BDT 60,759.19 million at the end of FY2020 due to mainly increase in reserve account resulted from the gain on investment in shares amounting BDT 2,229.39 million. On the other hand total borrowings of the company increased by 1.88% on December 31, 2020 compare to the FY2020 thus the debt to equity ratio has slightly decreased to 0.81 times at the end of December 2020. The equity base experienced such slight fall due to 1.20% reduction in reserve as the company incurred BDT 438.28 million revaluation loss on share in investment. Paid up capital of the company remain constant over the last two financial whereas retained earnings has slightly increased by 0.05% only due to significant decrease of net profit after tax in line with fall of revenue.

Figure 14: Equity Structure Bangladesh Export Import Company Limited



By detailed analyzing the financial statement it has been observed that of the total borrowings of the company also shrank by 0.70% in FY2020 than the previous year; of which short term borrowings raised by 38.50% whereas the long term financing decreased by 25.30% in FY2020 than a year ago. To support the business growth Beximco Ltd required more working capital fund during the year as a



result dependency on short term finance has increased, whereas the company repaid the scheduled repayment of its term finance that caused decrease in long term borrowings in FY2020.

Exhibit 18: Loan Liability Movement: Bangladesh Export Import Company Limited

Particulars	31-Dec-20	30-Jun-20
	BDT in Million	BDT in Million
Non-Current Liabilities		
Long Term Loans - Net off Current Maturity (Secured)	22,707.18	23,587.14
Sub-total	22,707.18	23,587.14
Current Liabilities		
Long Term Loans - Current Maturity (Secured)	25,177.30	26,463.76
Short Term Loans	4,192.02	1,065.55
Sub-total	29,369.32	27,529.31
Total Loan Liabilities	52,076.50	51,116.45

As the growth rate of Beximco Ltd's equity base and growth of total borrowings was similar in FY2020, for that reason debt to equity ratio of the company remains static in last two years and stood at 0.84 times (FY2020 and FY2019). It has been observed that, the company availed significant amount of debt obligation from several banks and financial institutions and unable to repay the bank loan on due time. During FY2020, company's interest coverage dropped to 1.16% from 1.30% in previous year because operating profit of the company decreased by 12.90% to BDT 6,144.17 million (FY2019: BDT 7,056.29 million) on the other hand the finance cost reduced by 1.90% to BDT 5,309.31 million in FY2020.

Figure 15: Capital Structure and Interest Coverage ratio of BEXIMCO

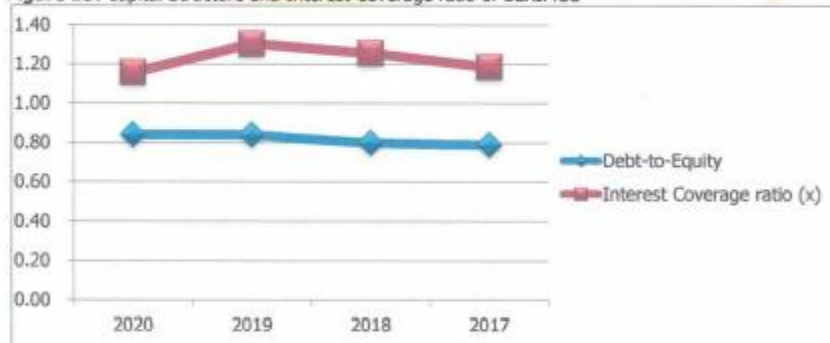
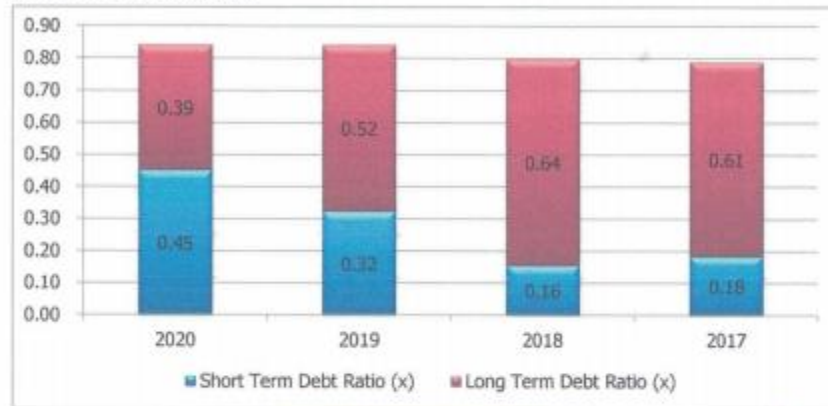




Figure 16: Debt Composition



Total assets of the company is gradually increasing over the years of review and stood at BDT 130,859.21 million at the end of December, 2020 which was BDT 125,394.01 million at the end of the FY2020. During the last one and half year the company has invested a considerable amount in its fixed assets as the company is expanding its textile division. As per the financial value of the property, plant and equipment has recorded at BDT 50,506.28 million at the end of FY2020 which was BDT 20,615.53 million in the prior financial year which has further increased to BDT 51,312.17 million at the end of December 2020. The company has also further invested in shares of listed companies valuing of BDT 2,252.11 million during the FY2020 and BDT 10,513.03 million in the last six month of 2020. Value of investment in shares stood at BDT 4,901.60 million at the end of December, 2020 which was BDT 2,223.01 million at the end of FY2020. However, around 52% of the total assets were financed through external liabilities in FY2020, indicating that the company has a strong asset base which remain almost stable over the period of review. As mentioned above, operating Profit before Interest and Tax has decreased (12.90%) as opposed to an increase (0.70%) in total debt as a result debt to OPBITDA ratio increased to 8.27 times in FY2020 from 7.25 times in FY2019. The interest coverage ratios also express that the company has generated operating profit before charging interest and taxes to cover up its finance expenses by 1.16 times in the FY2020.

D.5. Bank Facilities & Credit History

Exhibit 19: Bank Loan: Bangladesh Export Import Company Limited (As on December 31, 2020)

Bank	Particulars	Outstanding (BDT in Millions)
Long Term Loans-Net-off Current Maturity (Secured)		
Sonali Bank Ltd.	Long Term (12 years) Interest Bearing Block-A/C-12701	7,188.43
National Bank Ltd.	Long Term (12 years) Loan General LD-1293	392.30
Rupali Bank Ltd.	Long Term Loan (12 Years)	3,271.30
Janata Bank Ltd.	Long Term Loan (12 Years)	6,774.28
Agrani Bank Ltd.	Industrial Credit Loan-1	1,826.46
	Demand Loan	278.95
AB Bank Ltd.	Term Loan (12 Years)	835.90
	Time Loan (6 Years)	57.55
	Time Loan (12 Years)	216.29
Exim Bank Ltd.	TBR Loan	1,865.73





		Sub Total	22,707.19
Long Term Loans- Current Maturity (Secured)			
Sonali Bank Ltd.	Short Term (6 Years) Interest Bearing Block-A/C-12718		4,705.34
	Long Term (12 years) Interest Bearing Block-A/C-12701		2,223.45
	Debentures		1,028.63
National Bank Ltd.	Long Term (12 Years) Interest Bearing		1,614.29
Janata Bank Ltd.	Long Term Loan (6 Years)		2,602.99
AB Bank Ltd.	Term Loan (12 Years)		737.95
	Term Loan (6 Years)		87.25
Rupali Bank Ltd.	Long Term Loan (12 Years)		5,435.79
	Long Term Loan (6 Years)		891.26
Janata Bank Ltd.	Long Term Loan (12 Years)		1,951.35
Exim Bank Ltd	IBB Loan		977.20
Agrani Bank Ltd.	Demand Loan		2,079.40
	Industrial Credit Loan-1		842.38
		Sub Total	25,177.29
Short Term Loan			
Janata Bank Ltd.	Cash Credit (Hypo)		1,010.45
	Cash Subsidy		88.78
United Commercial Bank Ltd.	OD A/C#775		3,092.79
		Sub Total	4,192.02
Grand Total (BDT in Millions)			52,076.50

Beximco Ltd has a substantial amount of loan liability including both short term and long term loan with various banks. At present the company has loan liability with eight banks namely Sonali Bank Ltd., National Bank Ltd., Rupali Bank Ltd., Janata Bank Ltd., Agrani Bank Ltd., AB Bank Ltd., Exim Bank Ltd., United Commercial Bank Ltd. As per the audited financial statement the company has an outstanding liability of BDT 52,076.50 million as on December 31, 2020. In past 10 years the company has restructured its large portion of short term borrowings into long term loans after already rescheduling its loans multiple times.

D.6. Security & Collateral¹

The respective Banks have sanctioned the credit facilities, both long and short term loan were secured with conditions laid down by the banks. Pursuant to supplemental Lender's Pari-passu Security Sharing Agreement between the Company and the Lenders, the loans are secured by:

- i) First pari-passu charges of immovable property of present and future.
- ii) First pari-passu charge by way of hypothecation of all other assets of the company both present and future terms of repayment.

E. MANAGEMENT AND OTHER QUALITATIVE FACTORS

E.1. Corporate Governance

Corporate Governance is defined as a set of systems, processes and principles which ensures that a company is governed for the best interest of all stakeholders. The maintenance of effective corporate governance remains a key priority of the board of Beximco Ltd. Realizing the significance of it the board and senior management remained committed to high standard of corporate governance. To exercise clarity about directors' responsibilities towards the shareholders, corporate governance must be dynamic and remain focused to the business objective of the company and create culture of openness and accountability. Keeping this in mind clear structure and accountabilities supported by

¹ Data taken from audited financial statement





well understood policies and procedures to guide the activities of company's management, both in its day-today business and in the areas associated with internal control have been instituted.

E.2. Board of Directors

The Board of Beximco Ltd is committed to the company to achieve superior financial performance and long-term prosperity, while meeting stakeholders' expectations of sound Corporate Governance. The Board is, among other things, responsible for setting business objectives, strategies and business plans, formulating risk policies, confirming key aspects of the company as a mechanism of budgetary control, the board approves budget and reviews the business plan from time to time to give directions as per changing economic and market environment.

The board of directors is appointed to act on behalf of the shareholders to run the day to day affairs of the business. The board is directly accountable to the shareholders and reports to the shareholders on the performance of the company, its future plans and strategies. Beximco Ltd is guided by a group of highly experienced, competent and seasoned professionals. Details regarding the esteemed members of the board of directors have been given below.

The Board of Beximco Ltd consists of 09 (nine) members and is headed by Mr. A S F Rahman, Chairman of the BoD, is a distinguished business personality of the country. With over 54 years business experience in Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other sectors, Mr. Rahman has contributed outstandingly to country's industrial development and received many awards in his lifetime. He obtained his Honor's degree in Physics from the University of Dhaka in 1966 and also studied in the United Kingdom. Through his career he has held positions in many companies, including Chairman of IFIC Bank Limited; Director of Industrial Promotion & Development Company; Director of Arab Bangladesh Bank Limited; Director of Pubali Bank Limited and Director of the Investment Corporation of Bangladesh. Currently, he is a member of the Board of Governors of North South University Foundation, which is the first private university in Bangladesh.

Mr. Salman F Rahman, co-founder of the Beximco Group, is a renowned businessman of the country. He played a key role in building Beximco's corporate identity and led the Group into becoming a leading industrial conglomerate in the country. At present, he is holding the rank of a cabinet minister and serving as the Private Sector Industry and Investment Adviser to the Honorable Prime Minister of the country. He studied Bachelor of Arts from Karachi University. He has 45 years of business experience in different industry including Trading, Jute, Textiles, Pharmaceuticals, Engineering, IT and other sectors. He has held a number of positions including President of the Federation of Chamber of Commerce and Industries from 1994 to 1996; Chairman of the Bangladesh Enterprise Institute, a Bangladeshi institute for private sector advocacy and free market development; Chairman of the Board of Editors of 'The Independent' and English daily newspaper in Bangladesh; Chairman of Abahani Limited, a prominent sporting club within Bangladesh; President of SAARC Chamber of Commerce & Industry from 1996 to 1998; President of the Metropolitan Chamber of Commerce & Industry; President of the Bangladesh Textile Mills Association and President of the Bangladesh Pharmaceutical Manufacturers Association.

Mr. Iqbal Ahmed with his over 52 years of business experience has been with the company since 1972 and holds senior positions in a number of entities within the Beximco Group of companies. He received his Bachelor's Degree in Science from the University of Dhaka in 1966. Mr. Ahmed is currently a member of the Executive Committee of Shippers Council of Bangladesh. Previously he was the publisher of "The Independent" an English daily newspaper in Bangladesh and the "Muktakantha", a Bengali national daily newspaper.

Mr. Osman Kaiser Chowdhury has over 39 years' of experience in the Beximco Group in senior positions. He has over 13 years' of experience working abroad, including the United Kingdom. He is a member of the Institute of Chartered Accountants of England and Wales and a Fellow of the Institute of Chartered Accountants of Bangladesh. He is also member of both the Executive Committee and Management Committee of Beximco Pharmaceuticals Ltd.

Mr. A B Siddiqur Rahman has been with Beximco Group since 1972. He studied in Bachelor of Arts. He has over 50 year's business experience in Trading, Jute, Textiles, Pharmaceuticals and other sectors. He holds senior positions at a number of entities within the Beximco Group of companies.





Ms. Reem H Shamsuddoha is the board of director of Beximco Ltd. who has wide range of working experience in renowned local and overseas organizations including Daraz, TapFury LLC, International Quality and Productivity Center (IQPC), Opal Financing Group and had Internship experience with ASB Communications and Elida Olsen et CIE of New York. She finished her Bachelor of Science in Business Administration from Fordham University, Gabelli School of Business, New York. Apart from that, she also participated in professional training in Advance Management Program in The University of Hong Kong.

Mr. Masud Ekramullah Khan is an international corporate attorney, currently with The Legal Circle, a corporate law firm in Dhaka, Bangladesh. Mr. Masud obtained his Bachelors of Science in Economics and Political Science from the University of Wisconsin, Oshkosh, and his Juris Doctorate from Marquette University Law School. Prior to coming to Bangladesh in 2007, Mr. Masud was a corporate law partner in a US Mid-Western law firm (Reinhart Boerner Van Deuren) with 200 plus lawyers. Mr. Masud has been highlighted in the corporate advisory field in Bangladesh by the Chambers and Partners 2011, 2012 and 2013 publication.

Mr. Shah Monjurul Hoque is a practicing lawyer in the Supreme Court of Bangladesh, both in the High Court Division and Appellate Division. He has over 23 years' experience in the field of law. He is the founder of Hoque & Associates, a law firm in Bangladesh, of which he is the Proprietor. He has held various academic appointments in the field of law and has also acted as legal adviser to a number of corporate clients in Bangladesh and as the enlisted lawyer of several Bangladeshi Banks.

Mr. Mohammad Asad Ullah, FCS has been serving as Executive Director-Corporate Affairs and Group Company Secretary of all the Companies of Beximco Group since 1998. Before that Mr. Asad Ullah had been worked as Deputy Group Company Secretary. He also worked in Beximco Pharmaceuticals Ltd. in various responsible positions since 3 July 1985.

The company's Board of Directors and management make relentless efforts to ensure meaningful corporate governance in credit administration, financial management, internal audit and control of wasteful expenditures etc. Total eight board meetings were held during the financial year 2020.

E.3. Internal Financial Control

The directors of the Beximco Ltd are responsible for company's internal financial control. Although no system of internal control can provide absolute assurance against material misstatement and loss, the Company's system is designed to provide the directors with reasonable assurance that problems are timely identified and dealt with appropriately. Key procedures to provide effective internal financial control can be described in following heads:

- i. Management Structure:** The Company is operating through a well-defined management structure headed by three CEOs for separate units, under whom Executive Directors, General Managers for various departments and according to hierarchy, various senior and mid-level management staffs. The CEOs, Executive Directors, General Managers meet at regular intervals represented also by finance, marketing and personnel heads.
- ii. Budgeting:** There are comprehensive management reporting disciplines which involve the preparation of annual budgets by all operating departments. Executive Management reviews the budgets and actual results are reported against the budget and revised forecasts are prepared at regular intervals.
- iii. Functional Reporting:** In pursuance with keeping the reliability of financial information used within the business or for publication, the management has identified some key areas which are subject to monthly reporting to the chairman of the board. These include monthly treasury operations and financial statements. Other areas are also given emphasis by reviewing on a quarterly basis. These include information for strategy, environmental and insurance matters.





F. CORPORATE INFORMATION

Board of Directors

Name	Designation
Mr. A S F Rahman	Chairman
Mr. Salman F Rahman	Vice Chairman
Mr. Iqbal Ahmed	Director
Mr. O K Chowdhury	Director
Mr. A B S Rahman	Director
Ms. Reem H Shamsuddoha	Director
Mr. Masud Ekramullah Khan	Independent Director
Mr. Shah Monjurul Hoque	Independent Director
Mr. Mohammad Asad Ullah, FCS	Executive Director & Company Secretary

Key Officials

Name	Designation
Mr. O K Chowdhury	Director, Group Finance & Corporate Affairs
Mr. Syed Naved Hussain	Chief Executive Officer (Textile Division)
Mr. Parvez Hassan	Chief Executive Officer (Real Estate & Fisheries Division)
Mr. Syed Samiul Wadood	Chief Executive Officer (IT Division)
Mr. Anil Kumar Maheshwari	Chief Operating Officer (Textile Division)
Mr. Md. Luthfor Rahman	Chief Financial Officer
Mr. Mostafa Zamanul Bahar	Head of Internal Audit

Auditors

M.J. Abedin & Co.
Chartered Accountant
National Plaza (3rd Floor)
109, Bir Uttam C.R. Datta Road, Dhaka-1205

Compliance Auditors

Suraiya Parveen & Associates
Chartered Secretaries
Razzak Plaza (5th Floor), Suite-6C
01, New Eskaton Road, Ramna, Dhaka-1000

Legal Advisers

M/S Huq & Co.
47/1, Purana Palton, Dhaka-1000

Registered Office

House No. 17, Road No. 2, Dhanmondi R/A, Dhaka 1205.





Bangladesh Export Import Company Limited
Statement of Financial Position

Particulars	31-Dec-2020	30-June-2020	30-June-2019	30-June-2018	30-June-2017
	BDT	BDT	BDT	BDT	BDT
Assets					
Non-Current Assets	83,003,290,244	69,005,777,676	36,957,099,573	37,314,049,878	37,461,541,444
Property, Plant and Equipment	51,312,168,419	50,506,276,857	20,615,529,141	21,128,371,291	21,549,526,249
Investment Property	26,789,525,539	16,276,493,324	14,024,387,243	14,016,835,187	14,015,580,293
Investment in Shares	4,901,596,286	2,223,007,495	2,317,183,189	2,168,843,400	1,896,434,902
Current Assets	47,855,923,906	56,343,228,443	85,915,723,479	80,263,217,026	77,338,968,017
Inventories	5,486,786,877	6,364,849,421	1,916,134,639	1,966,642,640	2,192,908,612
Accounts & Other Receivables	20,614,180,993	27,913,103,474	51,456,152,527	41,473,686,405	31,790,617,783
Advances, Deposits & Prepayments	21,094,363,036	21,773,985,170	32,218,529,431	36,766,118,288	43,285,016,470
Cash and Cash Equivalents	660,593,000	291,290,378	324,906,8832	56,769,693	70,425,152
Total Assets	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904	114,800,509,461
Equity and Liabilities					
Shareholders' Equity	64,228,350,431	60,759,190,704	61,189,444,106	60,453,162,059	59,646,622,608
Issued Share Capital	8,763,188,790	8,763,188,790	8,763,188,790	8,345,894,090	7,984,470,570
Reserve	37,229,016,113	34,999,627,322	35,437,903,016	35,710,563,227	35,765,954,229
Retained Earnings	18,236,145,528	16,996,374,592	16,988,352,300	16,396,704,742	15,932,197,309
Non-Current Liabilities	23,857,494,846	24,600,539,531	32,604,315,340	42,559,053,717	37,182,488,914
Long Term Loans-Net Off Current Maturity (Secured)	22,707,183,880	23,587,143,855	31,590,919,664	41,532,235,916	36,149,545,556
Deferred Tax Liability	1,150,310,966	1,013,395,676	1,013,395,676	1,026,817,801	1,032,943,358
Current Liabilities	42,773,368,873	39,989,275,884	29,079,063,606	14,565,051,128	17,971,397,939
Long Term Loans- Current Maturity (Secured)	25,177,296,762	26,463,763,303	18,392,880,929	5,180,197,210	8,853,526,292
Short Term Loans	4,192,020,759	1,065,551,494	1,478,688,158	1,572,451,619	2,106,491,683
Trade and Other Payables	13,404,051,352	12,459,961,087	9,207,494,519	7,812,402,299	7,011,379,964
Total Equity & Liabilities	130,859,214,150	125,349,006,119	122,872,823,052	117,577,266,904	114,800,509,461

Data obtained from audited financial statement of 2017-2020
**6 month December ended data obtained from audited financial statement*





Bangladesh Export Import Company Limited
Statement of Profit or Loss & Other Comprehensive Income

Particulars	31-Dec-2020	30-June-2020	30-June-2019	30-June-2018	30-June-2017
	BDT	BDT	BDT	BDT	BDT
Revenue	16,565,754,434	19,824,794,641	23,942,598,7565	23,845,878,287	22,626,803,968
Cost of Revenue	(11,179,967,257)	(12,871,944,492)	(16,081,639,539)	(16,243,180,683)	(15,955,613,960)
Gross Profit	5,385,787,177	6,952,850,149	7,860,959,216	7,602,697,6034	6,671,190,008
Operating Expenses	(3,181,936,583)	(6,117,992,108)	(6,215,656,127)	(6,208,891,168)	(5,753,985,836)
Administrative Expenses	(462,270,058)	(755,852,217)	(780,844,300)	(721,094,449)	(736,882,519)
Selling & Distribution Expenses	(26,092,410)	(52,832,382)	(23,821,297)	(33,183,133)	(64,296,374)
Finance Cost	(2,693,574,115)	(5,309,307,509)	(5,410,990,530)	(5,454,613,586)	(4,952,806,943)
Profit before WPPF and Income Tax	2,203,850,594	834,858,041	1,645,303,089	1,393,806,436	917,204,172
Contribution to WPPF	(96,256,198)	(39,755,145)	(78,347,766)	(66,371,735)	(43,676,389)
Net Profit before Tax	2,107,594,396	795,102,896	1,566,955,323	1,327,434,701	873,527,783
Income Tax (Expenses)/Income	(429,664,020)	(348,921,165)	(140,718,364)	(68,080,219)	144,392,000
Net Profit After Tax (NPAT) for the year	1,677,930,376	446,181,731	1,426,236,959	1,259,354,482	1,017,919,7843
Other Comprehensive Income					
Fair Value Gain/(Loss) on Investment in Shares	2,229,388,791	(438,275,694)	(272,660,211)	(55,391,502)	677,603,129
Total Comprehensive Income for the year	3,907,319,167	7,906,037	1,153,576,748	1,203,962,980	1,695,522,912
EPS based on NPAT (Adjusted EPS)	1.92	0.51	1.63	1.51	1.22

Data obtained from audited financial statement of 2017-2020
**6 month December ended data obtained from audited financial statement*





CORPORATE DEBT (ORIGINATOR) RATING SYMBOL

LONG-TERM RATINGS

ECRL's Long-Term Ratings are assigned to debt with maturities of more than one year. These debt ratings specifically assess the likelihood of timely repayment of principal and payment of interest over the term to maturity of such debts.

RATING	DEFINITION
AAA	Indicates that the ability to repay principal and pay interest on a timely basis is extremely high.
AA	Indicates a very strong ability to repay principal and pay interest on a timely basis, with limited increment risk compared to issues rated in the highest category.
A	Indicates the ability to repay principal and pay interest is strong. These issues could be more vulnerable to adverse developments, both internal and external, than obligations with higher ratings.
BBB	This grade indicates an adequate capacity to repay principal and pay interest. More vulnerable to adverse developments, both internal and external, than obligations with higher ratings.
BB	This rating suggests that likelihood of default is considerably less than for lower-rated issues. However, there are significant uncertainties that could affect the ability to adequately service debt obligations.
B	Indicates a higher degree of uncertainty, and therefore, greater likelihood of default. Adverse developments could negatively affect repayment of principal and payment of interest on a timely basis.
C	High likelihood of default, with little capacity to address further adverse changes in financial circumstances.
D	Payment in default.

Notes: Long-Term Ratings from AA to B may be modified by the addition of a plus (+) or minus (-) suffix to show relative standing within the major rating categories. Bank-guaranteed issues will carry a suffix (bg), corporate-guaranteed issues, a (cg), issues guaranteed by a financial guarantee insurer (FGI), an (fg), and all other supports, an (s) when such guarantees or supports give favorable effect to the assigned rating.

SHORT-TERM RATINGS

ECRL's Short-Term (ST) Ratings are assigned to specific debt instruments with original maturities of one year or less, and are intended to assess the likelihood of timely repayment of principal and payment of interest.

RATING	DEFINITION
ST - 1	The highest category; indicates a very high likelihood that principal and interest will be paid on a timely basis.
ST - 2	While the degree of safety regarding timely repayment of principal and payment of interest is strong, the relative degree of safety is not as high as issues rated ST-1.
ST - 3	This grade indicates while the obligation is more susceptible to adverse developments, both internal and external, the capacity to service principal and interest on a timely basis is considered adequate.
ST - 4	This rating suggest likelihood of default is considerably less than for lower rated issues but faces significant uncertainties that could impact its financial commitment on the obligation.
ST - 5	High likelihood of default, with little capacity to address further adverse changes in financial circumstances.
ST - 6	Payment in default.

Notes: Short-Term (ST) Ratings will also carry a suffix (bg) for bank-guaranteed issues, (cg) for corporate-guaranteed issues, (fg) for FGI-guaranteed issues, and (s) for all other supports when such guarantees or supports give favorable effect to the assigned rating.

Rating Outlook

ECRL's Rating Outlook assesses the potential direction of the Corporate Debt Rating over the intermediate term (typically over a one to two-year period). The Rating Outlook may either be :

POSITIVE	Which indicates that a rating may be raised;
NEGATIVE	Which indicates that a rating may be lowered;
STABLE	Which indicates that a rating is likely to remain unchanged; or
DEVELOPING	Which indicates that a rating may be raised, lowered or remain unchanged.





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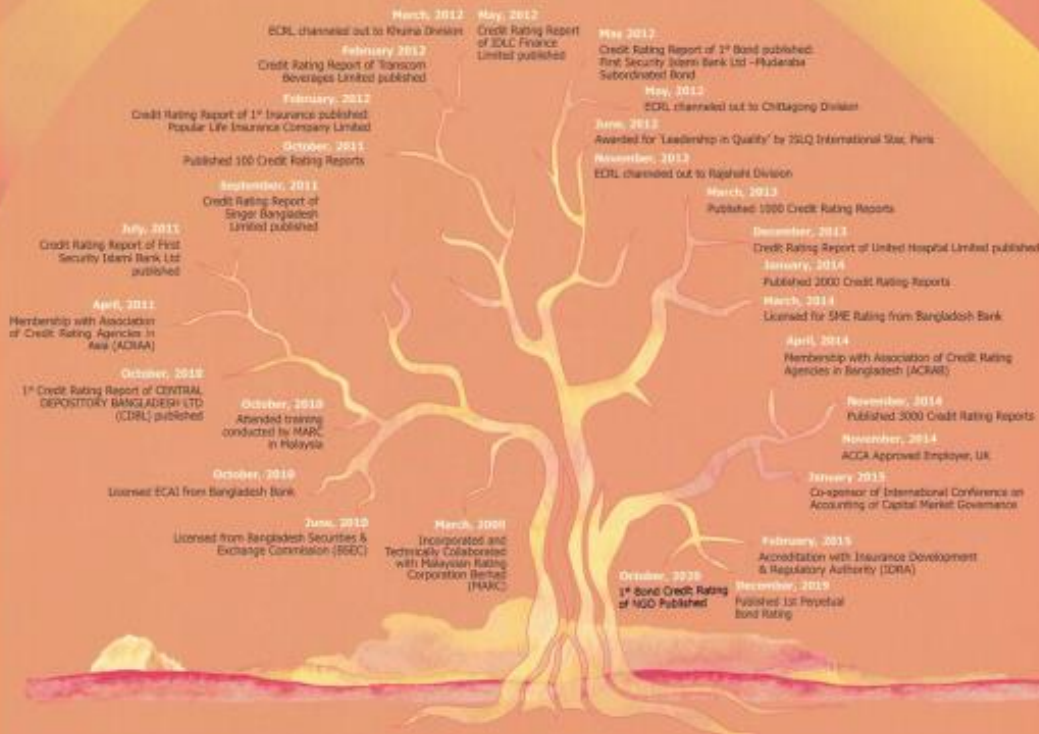


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Khulna Office:
Mollick Shopping Complex
99 Khan-a-Sabur Road, Khulna-9100.

Bogra Office:
MA Complex, 3rd Floor, East Side,
Tin Mattha Railgate, Bogra-5800

Section 16: Description of the Trustee, Board of trustee

Brief Description

In the backdrop of rapid functional change in economic policy, the Investment Corporation of Bangladesh (ICB) was established on 1 October 1976 under "The Investment Corporation of Bangladesh Ordinance, 1976" (No. XL of 1976). The establishment of ICB was a major step in a series of measures undertaken by the government to accelerate the pace of industrialization and to develop a well-organized and vibrant capital market, particularly the securities market in Bangladesh. ICB provides institutional support to meet the equity gap of the companies. In view of the national policy of accelerating the rate of savings and investment to foster self-reliant economy, ICB assumes an indispensable and pivotal role. Through the enactment of the Investment Corporation of Bangladesh (Amendment) Act, 2000 (No. 24 of 2000), reforms in operational strategies and business policies have been implemented by establishing and operating subsidiary companies under ICB. At present the Corporation is being operated under the "Investment Corporation of Bangladesh Act, 2014".

Key Milestones as Trustee

ICB acts as a trustee of various mutual funds, bonds, debentures and securities. **ICB was registered as a trustee on 20 August 2002.** ICB has been discharging responsibilities as Trustee to the following:

Table: Acting as a trustee

Particulars	Nos	Total Assets(in crore)
Closed-End Mutual Funds	21	3,067.19
Open-End Mutual Funds	43	2372.28
Bond	03	900
Total		6,339.47

Table 78

Functions of ICB

Activities in Capital Market Segment

Private Equity, offer of Shares

As part of the business diversification and encouraging rapid industrialization of the country, the scheme for private equity participation & offer of shares etc. has been introduced since inception of the corporation. ICB invests in different companies through equity participation either singly or under consortium arrangements of different banks and financial institutions.

Margin Loan Accounts

The existing Investment Account holders can avail of margin loan facilities to purchase securities from both primary and secondary markets as per BSEC margin rules. Margin loan is provided for purchasing

securities with sound fundamentals and good prospects to reduce the risk of investment as well as to protect the interest of the investors.

ICB Unit Fund

ICB Unit Fund is the first ever open-end mutual fund of the country. The scheme was launched in April 1981, through which the small and medium savers get opportunity to invest their savings in a balanced and relatively low-risk portfolio. ICB has so far declared attractive dividends on units every year. During FY 2019-20 this fund declared dividend @ Tk 40.00 per unit. Investors of Unit Fund enjoy tax benefits, amount being applicable as per law.

Advance against ICB Unit Fund, Bangladesh Fund Certificates etc.

Advance against ICB Unit/Mutual Fund certificate scheme was introduced in 1998 for the ICB Unit holders to meet their emergency fund requirements. Presently, ICB provides advance against the certificates of ICB Unit Fund, Bangladesh Fund, ICB AMCL Pension holders Unit Fund and ICB AMCL Unit Fund.

One can borrow maximum 80% of initial surrender value by depositing his/her unit certificates under lien arrangement from any of the ICB offices and authorized banks. Sponsor of Mutual Funds ICB acts as sponsor to the different mutual funds for the development of the mutual fund industry.

Trustee & Custodian Service

ICB acts as trustee and custodian to the debenture issues, mutual funds and securitized bonds.

Portfolio Management

Being the largest institutional investor, ICB contributes significantly to the development of the country's capital market through active portfolio management which is one of the important functions of ICB. There are altogether five portfolios which are being managed by ICB- four are ICBs own portfolio and the rest one is unit fund. To strengthen the role of ICB for stabilizing the capital market, increased investment has been made in the secondary market in line with the market demand.

Stock Market Operations

ICB plays an unparalleled role in both the primary and secondary market which ultimately makes the capital market vibrant. Merchant banking operations such as portfolio management, fund management, etc. are being provided uniquely.

Project financing in the form of

i) Investment in Preference Shares

Diversified instruments are the strength of ICB's investment strategy. Investment in preference shares signifies this position.

ii) Debenture Financing

ICB provides debenture finance in potential industries.

iii) Advance against equity

ICB provides Advance against equity in different projects.

iv) Ijarah Financing

ICB provides Ijarah finance mainly for procurement of capital machinery, equipment and transport to the prospective companies. The period of Ijarah, rentals, charges and other terms & conditions are determined on the basis of assets an assistance provided as per requirement of the lessee.

v) Investment in Bond

ICB invests in various types of bonds like subordinated and zero coupon bonds to diversify its portfolio.

Merger & Acquisition

Companies willing to expand their business through mergers or acquisitions or to divest projects that no longer fit into present scale of operation contact the corporation. ICB provides professional advisory services in respect of shaping up the cost and financial structures to ensure best possible operational results.

Corporate Financial Advice

ICB and its subsidiary company ICB Capital Management Limited provide professional & financial advices on corporate restructuring & reengineering to Govt. companies those who are keen to offload shares in the Capital market.

Issuing Corporate Guarantee

ICB has introduced the Corporate Guarantee scheme in FY 2002-03. ICB provides (i) Bid bond guarantee for enabling the business people to participate in any tender or bidding;

(ii) Performance bond guarantee for helping the business community to continue their business smoothly by fulfilling their obligations promised by them to their clients; (iii) Customs guarantee for solving different disagreements between the customs authority and the business classes at the initial stage. The limit of guarantee is issued against at least 20 percent cash and 80 percent easily en-cashable securities or against 100 percent cash margin.

[Acting on Behalf of Government](#)

Agent for Divestment of Govt. Shares

ICB is actively associated with the divestment process of Government shares through the Stock Market. ICB has been entrusted with the responsibility to offloading Government owned shares of different listed companies by selling through stock market.

Managing Equity and Entrepreneurship Fund (EEF)/ Entrepreneurship Support Fund (ESF) /Venture Capital Financing

With a view to encouraging the investment in promising Agro-based and Information & Communication Technology (ICT) based projects, Government of Bangladesh had set up an Equity Development Fund (EDF) in the budget of FY 2000-01. The objective of the fund is to develop Equity and Entrepreneurship, especially in the rural areas of the country. ICB along with Bangladesh Bank has taken a series of measures to manage the fund effectively from FY 2009-10. EEF has been renamed as Equity Support Fund. Fund is now allocated for two sectors named EEF (Agro) and EEF (IT). In order to take projects under food

processing and agro based projects or ICT projects, properly filled expression of interest (EOI) form should be submitted to EEF Unit, Bangladesh Bank and EEF Wing, ICB, respectively.

Board of Directors

Name, Designation and brief profile of each of the members

Name of the Directors and Designation	Status in the Board	Brief Profile
<p>Dr. Md. Kismatul Ahsan Professor Department of Finance University of Dhaka</p>	<p>Chairman Appointed by the Govt. of the People’s Republic of Bangladesh as per ICB Act</p>	<p>Professor Dr. Md Kismatul Ahsan joined ICB as Chairman on 10 November 2020. He has 38 years of experience in teaching and research works. He has passed 4 years as the Vice-Chancellor of Leading University, Sylhet. He has served as a faculty member of the Department of Finance in both University of Dhaka and University of Rajshahi. He acted as the Chairman of the Department of Finance and Banking in Rajshahi University. Professor Ahsan was also the Director of the MBA Program and the Student Advisor of the Department of Finance, University of Dhaka. Mr. Ahsan completed his B.com (Hons) and M.com. in Finance from the University of Dhaka and also did MBA (Major in Finance) from Western Michigan University of United States. He obtained his Ph.D. degree from the University of Dhaka in 2014. He is involved as an expert member in the selection boards of many academic institutions and corporate bodies. He is a member of the Board of Directors of Bangladesh Institute of Capital Market (BICM). He acted as a consultant for many local NGOs and has participated in different seminars and workshops, both home and abroad. Professor Ahsan is also a life member of Dhaka University Alumni Association, Dhaka University Finance Alumni Association and Lion’s Club.</p>
<p>Mr. A.B.M Ruhul Azad Additional Secretary Financial Institutions Division Ministry of Finance Govt. of the People’s Republic of Bangladesh</p>	<p>Director Appointed by the Govt. of the People’s Republic of Bangladesh as per ICB Act</p>	<p>Mr. A.B.M Ruhul Azad was appointed as a Director of Investment Corporation of Bangladesh on December 11, 2018. Mr. Azad joined Bangladesh Civil Service in 1986. He has joined as Additional Secretary, Financial Institutions Division in Ministry of Finance on October 23, 2018. During the early stages of his service life, Mr. Azad worked in different offices under Ansar of Bangladesh. After that in 2006 Mr. Azad was appointed as the Deputy Secretary of Ministry of Public Administration. In 2007 he was appointed as the Deputy Secretary of Ministry of Industries and in 2010 worked as a Deputy Director of the National Housing Authority under the Ministry of Public Works. He promoted as Joint Secretary in 2013 and appointed as director of Bangladesh Krira Shikhaya Pratisthan (BKSP) under the Ministry of Youths</p>

		<p>and Sports. In 2017, he promoted as Additional Secretary and was appointed in Ministry of Youths and Sports.</p> <p>He has participated in different international conferences and meetings as a member of Bangladesh delegation. He obtained his B.Sc. Ag (Honours) degree in Agricultural Science from the Sher-E-Bangla Agricultural University, Dhaka. He also obtained MSS degree in Government and Politics in 2008. Mr. Azad had the opportunity to travel many countries of the world for the purpose of training, study tour and participating in workshop such as USA, Netherland, Austria, Belgium, Switzerland, France, Turkey, Italy, South Korea, Singapore, Thailand, Vietnam, China and India. His home district is Narsingdi</p>
<p>Mr. Joarder Israil Hossain Executive Director Bangladesh Bank</p>	<p>Director Appointed by the Govt. of the People's Republic of Bangladesh as per ICB Act</p>	<p>Mr. Joarder Israil Hossain was appointed as a Director of Investment Corporation of Bangladesh on August 7, 2019. Since 1988 he has been serving in Bangladesh Bank for last 33 years in various positions. Presently, Mr. Joarder has been holding the position of Executive Director and working in Bangladesh Bank, Head Office, Dhaka.</p> <p>Mr. Joarder obtained BSS (Honours) and Master Degree in Economics from University of Dhaka. He also holds MBA degree in Management from the same University. He has an experience to work as an observer in the Board of Directors of Basic Bank Ltd.. Mr. Joarder is the member of 'Recruitment Committee' of Karmasangsthan Bank. He participated in various programs, seminars, workshops and high level meeting on Banking, Finance and Monetary issues in Germany, Switzerland, South Korea, Malaysia, India, Turkey and Singapore.</p>
<p>Mr. Kazi Alamgir Managing Director & CEO Bangladesh Development Bank Limited</p>	<p>Director (Ex-officio) as per ICB Act</p>	<p>Mr. Kazi Alamgir was appointed as a Director of Investment Corporation of Bangladesh on November 27, 2019.</p> <p>Mr. Kazi Alamgir was born on July 05, 1960 in the District of Narayanganj. He obtained M.Sc (Soil Science) and MBA (Banking) Degree from the University of Dhaka, Bangladesh. He also completed Post Graduate Diploma in Computer Science from the Bangladesh Institute of Management (BIM), Dhaka, Bangladesh. Besides, he also obtained IT related international certification degree on IT Service Management (ITSM-ISO 20000), Information Security Management Standard (ISMS-ISO 27001), IT Infrastructure Library (ITIL), Certified Information System Auditor (CISA), Certified Payment Card Industry Security Implementer (CPISI).</p> <p>Mr. Kazi Alamgir joined Agrani Bank Limited as Senior Officer in 1986. Subsequently he was promoted to General Manager of Agrani Bank Limited. He has been Managing Director & CEO of Bangladesh Development Bank Limited since November 27, 2019.</p>

		<p>Prior to this, he was Managing Director of Rajshahi Krishi Unnayan Bank and Deputy Managing Director of Karmasangsthan Bank. He is also Director of BDBL Investment Services Ltd (BISL). Throughout his professional career as a banker, Mr. Kazi Alamgir also visited many countries including Thailand, India, Nepal, Dubai, Qatar, Singapore, USA, Italy, France, Germany, Switzerland, United Kingdom (UK) to take part in different training programmes, seminars and workshops on banking issues. Mr. Kazi Alamgir is a very amiable person with indomitable spirit. Besides, he is also engaged in many social activities.</p>
<p>Mr. Md. Ataur Rahman Proadhan Managing Director & CEO Sonali Bank Ltd.</p>	<p>Director Elected by the shareholders as per ICB Act</p>	<p>Mr. Md. Ataur Rahman Proadhan has been CEO & Managing Director of Sonali Bank Limited since August 28, 2019. Prior to this, he was CEO & Managing Director of Rupali Bank Limited, which was preceded by his brief stint as Managing Director of Probashi Kollyan Bank.</p> <p>Mr. Proadhan is a man with distinctive vision, dynamism, commitment & innovative ideas. He also has an illustrious banking career. He joined Sonali Bank as Financial Analyst in 1984 and rose steadily through the ranks to become the Deputy Managing Director in May, 2015. During his long career, he held many important executive roles, including Head of Sonali Bank Local Office which is considered to be the ultimate of corporate banking, given its sheer size and range of businesses and services. He had also been CEO of Sonali Bank (UK) Limited, situated in London, from March, 2012 through May, 2015. As Deputy Managing Director, he held the positions of Head of HR and Head of Credit, among others, successfully till he became Managing Director of Probashi Kollyan Bank.</p> <p>A consummate professional, Mr. Proadhan earned laurels and appreciations from the authority all through his career for his extra ordinary performances. His hands-on approach has resulted in capturing numerous success for expanding the business of the Bank.</p> <p>Mr. Proadhan graduated with honors and completed his M.Com. in Management from Dhaka University in 1980 and 1981 respectively. He took part in many training programs and seminars at home and abroad.</p> <p>A profound philanthropist, Mr. Proadhan is engaged in many humanitarian activities. He is a Rotarian and the past president of Rotary Club, Lalmonirhat. As Executive member of Rangpur Bivag Samity he plays vital role in different social activities for that region. He established a primary school (Aftab Uddin Proadhan govt. primary school) in the name of his father Late Aftab Uddin Proadhan and also a high school (Amanatullah Proadhan secondary school) in the name of his grandfather Late</p>

		<p>Amanatullah Prodhan.</p> <p>He has been elected as a member of the Senate of Dhaka University in 2018, commanding highest ever votes in the history of Senate election. He was born in the district of Lalmonirhat in 1960. His hobby is travelling, swimming and reading books.</p> <p>Mr. Prodhان holds the Chairman of Bangladesh Foreign Exchange Dealers Association (BAFEDA), Primary Dealers Bangladesh Limited (PDBL), Sonali Intellect Limited, Vice-Chairman of Institute of Bankers, Bangladesh (IBB), Industrial and Infrastructure Development Finance Company Limited (IIDFC), Director of Sonali Exchange Co. Inc., New York, Padma Bank Limited, Sonali Investment Limited, Central Depository Bangladesh Limited (CDBL) and Member of Governing Board, Bangladesh Institute of Bank Management (BIBM) and Finance Committee, Dhaka University.</p>
<p>Mr. Mohammad Shams-Ul Islam Managing Director & CEO Agrani Bank Ltd.</p>	<p>Director Elected by the shareholders as per ICB Act</p>	<p>Mr. Mohammad Shams-Ul Islam was elected as a Director of Investment Corporation of Bangladesh. He joined ICB on August 24, 2016 as Director.</p> <p>Mr. Islam is the CEO & Managing Director of Agrani Bank Limited. Before that he was the Managing Director of Ansar-VDP Unnayan Bank. He did his B.Com (Hon's) & M.Com in Accounting from University of Dhaka. As a prudent banker he has 37 years of varied banking experience. He started his banking career with Agrani Bank in 1984 as a Senior Officer (Financial Analyst). In his long banking career he took responsibilities as Branch Manager, Divisional Head with many other important duties in the country and abroad. In 2002, he took the mantle as the opening CEO of Agrani Exchange House, Singapore, a flagship remittance company of Agrani Bank & played a pivotal role in earning foreign remittance to Bangladesh. After returning to country as General Manager, he took over the charge of International Division, Treasury Division including Foreign Remittance Division & played a stellar role in securing 1st position among the State-owned Commercial Banks in earning remittance business.</p> <p>Mr. Islam took part in various seminars, workshops held in USA, UK, Canada, Australia, UAE, Singapore, Malaysia, Hongkong, Nepal, Saudi Arabia, Indonesia, Netherlands etc. Former Notre Damian Mr. Shams is Chairman of Agrani SME Financing Company Limited, a subsidiary micro credit funding NBFi, Director of Subsidiary Remittance Companies of Agrani Bank in Singapore, Malaysia, Canada, Delta Life Insurance Company & Associate Member of IBB, BAFEDA and PDBL. He is also involved with Dhaka University Alumni Association, Accounting Alumni Association, Officers' Club along with various social</p>

		Organizations.
Mr. Md. Abdus Salam Azad Managing Director & CEO Janata Bank Ltd.	Director Elected by the shareholders as per ICB Act	<p>Mr. Md. Abdus Salam Azad, FF was elected as a Director of Investment Corporation of Bangladesh and joined ICB on October 28, 2017.</p> <p>Mr. Azad, a freedom fighter, joined as CEO & Managing Director of Janata Bank Limited on December 05, 2017. Prior to his joining as CEO & Managing Director, he was Deputy Managing Director of this bank. He also served as Deputy Managing Director of Bangladesh Krishi Bank.</p> <p>Mr Azad, son of late Ansar Ali and late Surjya Banu Nesa, hails from Char Nabipur, Shahzadpur under Sirajgonj District and was born on April 30, 1958. After completion of Master's in English Language & Literature from the University of Rajshahi in 1981 (held in 1983), he began his banking career as Senior Officer in Janata Bank in 1983.</p> <p>During his long 36 years' journey in the banking industry, Mr. Azad held the managerial post for 27 years from the grassroots level to executive level. His resplendent banking career covered all the arenas of banking activities. He is a wellreputed, progressive, dynamic and a visionary banker. He has an outstanding contribution to promoting Janata Bank Limited to the present level of excellence. Presently, he is the Chairman of Investment Corporation of Bangladesh (ICB) Audit Committee and Janata Exchange Company Srl (JEC), Italy. Besides, he is also the director of ICB, IIDFC, Janata Exchange Company Inc (JEC), USA, Primary Dealers Bangladesh Limited (PDBL) and member of the Governing Board of Bangladesh Institute of Bank Management (BIBM), The Institute of Bankers, Bangladesh (IBB) and Executive Committee - SWIFT User Group of Bangladesh, Padma Bank Ltd.</p> <p>Mr. Azad is a Diplomaed Associate of the Institute of Bankers' Bangladesh. He has undergone extensive training programmes at home and abroad and visited Kingdome of Saudi Arabia, United Arab Emirates, Singapore, Malaysia, Thailand, Italy and USA.</p> <p>He participated in our glorious Liberation War in 1971 as a valiant freedom fighter after successful completion of the training programme in India for that purpose.</p>
Syed Shahriyar Ahsan Managing Director Sadharan Bima Corporation	Director Elected by the shareholders as per ICB Act	<p>Syed Shahriyar Ahsan, is an elected Director of Investment Corporation of Bangladesh. He joined ICB on September 21, 2016.</p> <p>Mr. Ahsan is the Managing Director of Sadharan Bima Corporation. He did his Master's and MBA Degree from Dhaka. He has been serving in the Insurance Industry for the</p>

		<p>last 35 years having practical experience in underwriting, reinsurance, accounts, marketing and claims of various exposure and complexity. Syed Shahriyar Ahsan has contributed in the development of Bangladesh Insurance Industry being the member of different committees of Insurance Development & Regulatory Authority (IDRA), Bangladesh Insurance Association, Bangladesh Insurance Academy. He also gained good knowledge in Ijarah financing and Tea Garden Management being his long association with IDLC Finance Limited and National Tea Company Limited as Director.</p> <p>Mr. Ahsan has attended different training courses and seminars on Insurance and Re-insurance both at home and abroad. During his long association with the industry, he has developed strong bondage with the overseas re-insurers and brokers and also a wide network of contacts with the local entrepreneurs of both large and medium in different sectors of industries of the country. He is also serving as director of Central Depository Bangladesh Limited (CDBL), Aroma Tea (BD) Limited and a Council Member of Asian-Re.</p>
<p>Mr. Md. Abul Hossain Managing Director Investment Corporation of Bangladesh</p>	<p>Managing Director Appointed by the Govt. of the People’s Republic of Bangladesh as per ICB Act</p>	<p>Mr. Md. Abul Hossain has joined as Managing Director of Investment Corporation of Bangladesh (ICB) on August 21, 2019.</p> <p>He started his career as a System Analyst/Senior Principal Officer in ICB on February 19, 1998 and served as System Manager/ Deputy General Manager and General manager at ICB. Before his joining he was the Managing Director at Karmasangsthan Bank (KB). During his service life, he served different banks and Financial Institutions. He served as Managing Director (Additional Charge) and Deputy Managing Director at Bangladesh Krishi Bank (BKB). He completed his B.Sc (Hon’s) and M.Sc degree in Statistics from Jahangirnagar University.</p> <p>Mr. Hossain has over 30 years of diversified experience in investment banking, specialized and commercial banking, Islamic banking, asset management and ICT works. He was always instilled by the changed and research oriented, dynamic management that focused innovations, creativity and organizational efficiency and effectiveness, resulted in higher value addition to the organizations, stakeholders and the society as a whole.</p> <p>During the long journey, he served 16 (sixteen) organizations with different capacities. He served as chairman of 03 (three) organizations of which two are the subsidiaries of ICB (ICB Asset Management Company Limited & ICB Securities Trading</p>

		<p>Company Limited) and the other is Aziz Pipes Limited. In addition to this, he served as director to a number of organizations like Islami Bank Bangladesh Limited, The Farmers Bank Limited (Now Padma Bank Limited), Nitol Insurance Company Limited, AllTex Industries Limited, Aramit Limited, Kay & Que (Bangladesh) Limited, Business Automation Limited, DNS Satcomm Limited and Upload Yourself Systems Limited. He has been contributing his professional expertise as the Chairman of ICB Capital Management Ltd.. Apart from that he is now serving as the Director of British American Tobacco Bangladesh Co. Ltd. (BATBC), GlaxoSmithKline Bangladesh Ltd. (GSK), Standard Bank Limited, National Tea Company Limited (NTC), Apex Tannery Limited, United Power Generation & Distribution Company Limited (UPGDCL), Apex Footwear Limited, Ratanpur Steel Re-rolling Mills Limited (RSRM), Heidelberg Cement Bangladesh Limited, Padma Bank Limited</p>
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Table 79

Management Profile

Name	Designation
Mr. Md. Abul Hossain	Managing Director
Mr. Md. Kamal Hossain Gazi	Deputy Managing Director
Mr. Muhammed Iqbal Hussain	General Manager, ICB & CEO, ICB Securities Trading Company Limited
Mr. A.T. M. Ahmedur Rahman	General Manager, ICB & CEO, ICB Asset Management Company Limited
Ms. Nasmin Anwar	General Manager Accounts And Finance
Ms. Shukla Das	Shukla Das General Manager, ICB & CEO, ICB Capital Management Limited
Ms. Tanjina Chowdhury	General Manager Admin.
Ms. Hasina Akther	General Manager ICT & Depository

Table 80

Trustee status of bond where Investment Corporation of Bangladeshis acting as Trustee, as follows (as of 31 December, 2020):

Sl. No.	Name of the Issuer	Name of the Issue	Maturity Period	IM issue date	Date of completion of the subscription	Value of debt	Repayment amount	Outstanding	In case of default any action taken, if yes, type of action	In case a complaint lodged by a debt instrument holder whether action taken
1	Regent Spinning Mills Ltd.	Regent Spinning Mills Ltd Corporate Bond 2015	Various Date From 29-sep-2020 to 24-jan-2021	-	28 September, 2020	2,000,000,000	1,050,075,270	2,314,223,393	No default case yet	N/A
2	Union Bank Ltd.	Union Bank mudaraba Subordinated Bond	Various Date in 2026	27-Oct-2018	Various Date in 2019	40,000,0000	N/A	40,000,000	No default case yet	N/A
3	Islami Bank Bangladesh Ltd.	IBBL mudaraba Perpetual Bond	Perpetual	-	N/A	3,000,000,000	The Issuer Is paying regularly the early profit	As it is listed in Perpetual Bond, Outstanding amount is not fixed	N/A	N/A

Table 81

Section 17: Modus Operandi of the Issue

Denomination and Form of rematerialized Beximco Green-Sukuk

Each Beximco-Sukuk shall be issued in dematerialised form having the face value of BDT 100 (one hundred taka) each. The Minimum Subscription of Beximco Green-Sukuk shall be as stipulated in clause 13.1.3 of the Trust Deed.

Subscription Forms attached in the respective IM shall be used by the persons interested to subscribe Beximco Green-Sukuk under Public.

Application has to be submitted with the Issuer with copy to the Originator to rematerialize any Beximco Green-Sukuk by a Sukukholder. The existing laws and rules of the Commission and CDBL shall be applied for rematerialisation of Beximco Green-Sukuk. However, only after written approval of the Originator, the form of rematerialized Beximco Green-Sukuk shall be issued by the Issuer. Issuer may charge an amount for issuance of rematerialized form of Beximco Green-Sukuk upon receipt of application, and if such Beximco Green-Sukuk is destroyed, lost, defaced, worn out, then on payment of a fee by the relevant Sukukholder to the Issuer duplicate Beximco Green-Sukuk form shall be issued in favour of the said Sukukholder with a seal 'Duplicate' and if available, cancelling the old instrument affixing a seal 'Cancelled'.

For avoidance of doubt it is clarified that in order to give effect to any transfer of Beximco Green- Sukuk, the same has to be in dematerialised form.

Any rematerialized Beximco Green-Sukuk can be dematerialised again upon application of the Sukukholder and the applicable laws and rules of the Commission and CDBL shall apply.

Public Offer (“PO”)

Upon receipt of consent of the Commission, IM for PO shall be published on the website of the Issuer as well as in other medium as directed by the Commission.

Further, upon receipt of consent of the Commission for PO, the Originator shall fix the issuance date (“Issuance Date for PO”) and accordingly the Issuer shall notify the same by publication in the websites of the Originator, Issuer, Issue Manager, Trustee and notification for publication in the notice boards of the stock exchanges with copy to the Commission.

Subscription period for PO shall be the period stipulated in the IM for PO.

Interested applicants shall apply through Subscription Forms attached to the IM for PO.

No applicant shall be entitled to subscribe Beximco Green-Sukuk below the Minimum Subscription amount. In case of over subscription of Beximco Green-Sukuk offered under PO, such Beximco Green-Sukuk shall be allotted on pro-rata basis subject to Minimum Subscription and any fraction shall be

considered to the nearest integer and accumulated fractional Beximco Green-Sukuk shall be allotted on a random basis.

Each lot of Beximco Green-Sukuk shall be considered a unit for distribution of allotment stated above.

Beximco Green-Sukuk shall be credited to the BO accounts of the successful applicants who have complied with the terms and conditions of such subscription as stated in the IM for PO and deposited the subscription amount in the Beximco Green-Sukuk PO Trust Account.

All Beximco Green-Sukuk shall be in dematerialised form and shall be tradable in the trading platforms of the stock exchanges stipulated in clause 16.2 of the Trust Deed.

Record Date for Periodic Distribution shall be the last day of the sixth (6th) month from the Issuance Date for PO and thereafter, every six (6) months on the said date until Maturity.

Record Date for Conversion shall be the last day of the twelfth (12th) month from the Issuance Date for PO and thereafter, every year on the said date until Maturity.

If either a Record Date for Periodic Distribution or a Record Date for Conversion falls on a holiday including a weekend or on a day that is not a Business Day or a day during continuation of a Force Majeure Event, then the subsequent trading day at the Dhaka Stock Exchange shall be the Record Date for Periodic Distribution or the Record Date for Conversion.

Title

CDBL database shall be prima facie evidence of Sukukholder's title to each Beximco Green-Sukuk. In case of rematerialized Beximco Green-Sukuk, the register maintained by the Issuer for rematerialized Beximco Green-Sukuk under clause 14.6 of the Trust Deed shall be prima facie evidence of title to the same.

Register of Rematerialized Beximco Green-Sukuk

The Issuer shall maintain a register of Sukukholders in respect of rematerialized Beximco Green-Sukuk. The Originator shall be given a copy of the register (updated) and shall have access to the same.

Sukukholders shall also have the right to inspect the register and take copies therefrom upon payment of fees as may be fixed by the Issuer from time to time.

The register shall be prima facie evidence of title of the Sukukholder to the rematerialised Beximco Green-Sukuk.

The register shall include the name and address of the Sukukholders and their nominees as well as information of the number of Beximco Green-Sukuk, the relevant Issuance Date, the date of Maturity, detail of duplicate issuance and cancellation (if any), record of receipt of Half Yearly Periodic Payments, Mandatory Redemption Amount (if any), exercise of Conversion Option and the number of Beximco Green-Sukuk converted.

Payment to Nominee

Payments to the nominees of the Sukukholders shall be as per applicable law including the rules and regulations of CDBL.

Taxation

All tax including VAT, if applicable will be paid or deducted as per the laws of Bangladesh.

Certificates, Pronouncements and Reports

Any certificate, Shariah pronouncement or report of any expert, Beximco-SSB or other person called upon by or provided to the Issuer, the Trustee or the Originator in accordance with or for the purposes of the Trust Deed, may be relied upon by the Issuer, Trustee and the Originator as sufficient evidence of the facts therein and in absence of manifest error, shall be conclusive.

Notices

Any notice consent, pronouncement, reports, approval under or communications in connection with this Trust Deed shall be in writing and in English and delivered by hand, fax, email, registered post or courier using a reputable and recognised courier company. Provided that, any notices delivered by fax or email shall also either be delivered by: (i) registered post, or (ii) courier using a reputable and recognised courier company.

A notice delivered by hand, registered post or courier shall be effective upon receipt and shall be deemed to have been received at the time of delivery, by hand, of registered post, or of courier, provided that, where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the following Business Day.

A notice delivered by fax or email shall be effective upon receipt and shall be deemed to have been received at the time the fax or email was sent (provided that, where it is sent outside working hours of the addressee, notice shall be deemed to have been received at the start of working hours on the following business day in the place of the addressee) to the extent that such notice is followed by registered post or courier, sent no later than three (3) Business Days from the date the fax or email was sent.

Any notice, consent, approval under or communications in connection with this Trust Deed shall be sent to the following addresses, email, fax etc:

- (i). Originator: Bangladesh Export Import Company Limited (“Beximco”)
Address: 17 Dhanmondi R/A, Road No.2, Dhaka 1205, Bangladesh
Attention: M Asad Ullah FCS,
Designation: Executive Director & Company Secretary
Email: csdbexim@bol-online.com
Fax: +880-2-58613470; +880-2-9615523

Telephone: +880-2-58611891; +880-2-58612040; 880-2-9677701

(ii). Issuer: Beximco Green-Sukuk Trust
Address: BDBL Bhaban (Level 14-21),
8, Rajuk Avenue, Dhaka-1000.
Attention: Md. Abul Hossain
Designation: Managing Director of ICB, representing the committee of Trustee
Email:
Fax: 880-2-9563313
Telephone: 9563455 (auto hunting)

(iii). Trustee: Investment Corporation of Bangladesh (“ICB”)
Address: BDBL Bhaban (Level 14-21)
8, Rajuk Avenue, Dhaka-1000.
Attention: Md. Abul Hossain
Designation: Managing Director
Email: icb@agni.com
Fax: 880-2-9563313
Telephone: 9563455 (auto hunting)

The Issuer, Trustee or Originator, as applicable shall notify each other in writing prior to any change to the above details including address, email, fax, phone or for the attention of a different individual.

Cancellation of Beximco Green-Sukuk

With Final Redemption Payments at Maturity, the relevant Beximco Green-Sukuk shall stand cancelled.

The Issuer shall notify the Commission and the stock exchanges with copy to the Originator of full redemption of all Beximco Green Sukuk at Maturity. The Issuer shall notify the Sukukholders of cancellation of Beximco Green-Sukuk in two widely circulated national daily newspapers one in Bengali and another in English and in the trading platform of the stock exchanges.

With such cancellation of Beximco Green-Sukuk, the same shall be delisted from the stock exchanges.

SUBSCRIPTION FORM FOR PUBLIC OFFER

Date: *[insert date of application when this is submitted. Submission has to be within the subscription period]*

The Issuer : Beximco Green-Sukuk Trust
represented by Investment Corporation of Bangladesh, the Trustee
BDBL Bhaban (Level 14-21),
8 RAJUK Avenue,
Dhaka 1000, Bangladesh

Instructions:

- (i) Each applicant interested to subscribe shall fill in the following information in English in legible font.
 - (ii) Authorised representative of the applicant may fill in the following information in English in legible font on behalf of the applicant.
 - (iii) If any of the field below is not applicable, please write "Not Applicable".
-

A. Applicant Information

- 1. Name of the Applicant : *[insert full name in capital letters in English]*
- 2. Address : *[insert full address, telephone, fax, email of the applicant]*

3. BO ID : *[insert the BO ID of the Applicant]*
4. Client Code : *[insert the code with intermediary, if applicable]*
5. Authorised Representative : *[insert full name of the authorized representative in capital letters in English along with address, if applicable]*
6. Address of the Authorised Representative : *[insert full address, telephone, fax, email of the authorized representative]*

B. Type of Debt Security/Islamic Shariah Based Securities (“ISBS”)

1. Sukuk-Beximco Green-Sukuk al Istisna.

C. Subscription Procedure

1. Subscription Period shall commence on *[insert the date and time of opening]* and end on *[insert the date and time of closing]*.

Any Subscription Form received prior to commencement or end of the Subscription Period shall not be considered.

2. Within the Subscription Period, priority in subscription shall be determined based on the time and date of deposit of the subscription amount into the Beximco Green-Sukuk PO Trust Account.
3. Applicant shall not be entitled to subscribe Beximco Green-Sukuk below the Minimum Subscription.

In case of over subscription of Beximco Green-Sukuk offered under Public Offer, such Beximco Green-Sukuk shall be allotted on pro-rata basis subject to Minimum Subscription and any fraction shall be considered to the nearest integer and accumulated fractional Beximco Green-Sukuk shall be allotted on a random basis.

4. Information Memorandum for Public Offer shall be referred to in case of clarity and further information.

D. Issuance Information

1. Name of Sukuk : Beximco Green-Sukuk al Istisna'a ("Beximco Green-Sukuk")
2. Face value of each Sukuk : BDT100 (one hundred taka)
3. Sukuk Issued at : Face Value
4. Minimum Subscription : Lot of 50 Beximco Green-Sukuk i.e. value of BDT 5000 (five thousand taka)
5. Issuer : Beximco Green-Sukuk Trust
6. Trustee : Investment Corporation of Bangladesh ("ICB")
7. Originator : Bangladesh Export Import Company Limited ("Beximco")
8. Banker to the issue : Exim Bank Limited,
(Banker to the Issue)

Branch Code:.....

Account Number:.....

E. Issuance and Payment Instruction

1. Issuance Date for Public Offer : *[last date of the subscription period as per Information*

Memorandum. This has to be filled in before the form is circulated to the applicants]

2. Format : Beximco Green-Sukuk shall be issued in dematerialized form
3. Payment Instruction : Subscription amount to be deposited into the following Bank account

Account No.: _____

Account Name: Beximco Green-Sukuk PO Trust Account.

Bank: _____

Address: _____

4. Number of Sukuk applied for : [insert the number of Sukuk applied for]

5. Subscription Amount paid in BDT : BDT [insert the amount in number]

([insert the amount in words])

6. Mode of Payment : [insert the mode used to make payment, i.e. pay order, cheque used as mentioned in serial E7.]

7. Cheque/PO/Draft No. And date : [insert the instrument number and date]

F. Investment Detail

1. Date of Maturity : Last day of the 60th month from the Issuance Date for Public Offer.

2. Periodic Distribution : (i). Each Sukukholder shall receive Half Yearly Periodic Payment, the quantum of which shall be calculated on the Beximco Green-Sukuk held by the Sukukholder on the Record Date for Periodic Distribution.

(ii). Record Date for Periodic Distribution shall be the last day of the sixth (6th) month from the Issuance Date for Public Offer and thereafter, every six (6) months on the said date until Maturity.

(iii). The following formula shall apply in calculating Half Yearly Periodic Payment:

$$(Base Rate + Profit Margin Rate^*) \times BGSFV$$

* Profit Margin Rate shall apply if annual dividend rate declared in the annual general meeting of the preceding year of Beximco is above the Base Rate.

Where,

Base Rate : 9% p.a.

BGSFV : Number of Beximco Green-Sukuk held by a Sukukholder on the Record Date for Period Distribution (x) Face Value of Beximco Green- Sukuk, i.e. BDT 100 each.

Profit Margin Rate : 10% of the difference between Base Rate and annual dividend rate declared in the annual general meeting of the preceding year of Beximco.

It is clarified that “preceding year” shall mean the year prior to the year of the Record Date for Period Distribution.

(iv). Terms and conditions of the Investment Management Agreement [*insert the date of execution*] and the Trust Deed [*insert the date of execution*] shall apply.

Final Redemption : (i). If a Sukukholder does not exercise Conversion Option in full or in part on the Record Dates for Conversion including the last Record Date for Conversion, then such Sukukholder shall receive proportionate share of Final Redemption Payment in proportion to the Beximco Green-Sukuk held by such Sukukholder on the last Record Date for Conversion in one bullet payment.

It is clarified that the date of Final Redemption Payment shall be the last Record Date for Conversion, which shall be the date of Maturity of Beximco Green-Sukuk.

(ii). Terms and conditions of the Investment Management Agreement [*insert the date of execution*] and the Trust Deed [*insert the date of execution*] shall apply.

3. Conversion Option : (i). The Sukukholders shall have the option to convert 100% of their Beximco Green-Sukuk into ordinary shares of Beximco until Maturity subject to pronouncement of Beximco-SSB at least thirty five (35) days prior to such conversion regarding Shariah compliant status of shares of Beximco, as follows:

a). 20% of total Beximco Green-Sukuk held by a Sukukholder shall be convertible per annum at the option of the said Sukukholder;

b). Conversion Option can be exercised at a multiple of 5%, i.e. 5%, 10%, 15% and 20% per annum;

c). a single year's un-exercised Conversion Option can be carried forward to the subsequent years till Maturity and may be exercised along with current year's Conversion Option.

For the purpose of conversion as stated above, Beximco Green-Sukuk shall be valued at face value.

(ii). The conversion rate is 25% less than the weighted average market price of ordinary shares of Beximco in Dhaka Stock Exchange of twenty (20) trading days prior to the Record Date for Conversion.

(iii). Record Date for Conversion shall be the last day of the twelfth (12th) month from the Issuance Date for Public Offer and thereafter, every year on the said date until Maturity.

(iv). Terms and conditions of the Investment Management Agreement dated [*insert the date of execution*] and the Trust Deed [*insert the date of execution*] shall apply.

4. Cancellation of Sukuk : With Final Redemption Payment, Beximco Green-Sukuk shall stand cancelled.

G. Trust Deed and Investment Management Agreement

1. The terms and conditions stipulated in the Trust Deed dated [*insert the date of execution*] and Investment Management Agreement dated [*insert the date of execution*] shall apply and prevail over this Subscription Form.
2. This Subscription Form shall be read along with the Trust Deed dated [*insert the date of execution*] and Investment Management Agreement dated [*insert the date of execution*]. In case of any conflict between provisions, Trust Deed dated [*insert the date of execution*] and Investment Management Agreement dated [*insert the date of execution*] shall prevail.

H. Construction

1. Unless otherwise defined in this Subscription Form, words and expressions defined in the Trust Deed dated *[insert the date of execution]* and Investment Management Agreement dated *[insert the date of execution]* shall have the same meaning when used in this Subscription Form.

Applicant/Authorised Representative

Acknowledgement receipt:

[banker to the issue shall affix its seal below acknowledging receipt of deposit]

Subscription Amount of BDT *[insert the amount in E5]* deposited on *[insert the date of deposit]* for BO ID *[insert BO ID of the applicant]* accepted by:

[Exim Bank Limited,

(Banker to the Issue)

Branch Code:.....

Account Number:.....

Section 18: Details of fees structure and expenses

Cost of issuance of Beximco Green-Sukuk under public offer:

Particulars	Basis of Fees	Amount in BDT (approx.)	
Total Sukuk Size			30,000,000,000
Public Offer			7,500,000,000
Issue Manager's fees:			30,187,500
Issue Manager's fees	0.35% of the public offer amount		26,250,000
VAT against Issue Management fee	15% of Issue Management fees		3,937,500
Fees related to listing with the stock exchanges:		Cost as per Calculation	23,300,000
Application Fee (DSE & CSE)	Fixed		100,000
Annual Fee for DSE & CSE (Per Year)	@0.05% on Tk. 100 crore of issue size and 0.02% on the rest amount of issue size; (minimum Tk. 50 thousand and maximum Tk. 6 lacs for each Exchange	12,600,000	1,200,000
Listing Fees for Stock Exchanges (DSE & CSE) (Per Year)	0.25% on Tk. 10 Crore and @ 0.15% on the balance amount of Issue Size (minimum Tk. 50,000 and maximum Tk. 10,000,000 for each Exchange	90,200,000	20,000,000
Data Transmission Fee for DSE & CSE	Fixed		2,000,000
Commission ("BSEC") Fees:			2,260,000
Application Fee	Fixed		10,000

Consent Fee	0.03% on the public offering amount		2,250,000
Trustee Fee (Annually on Outstanding Amount)			30,000,000
PO Related Fees:			9,000,000
Underwriting Charges	As per Underwriting Agreements and requirements set by the Commission		4,500,000
Auditors certification fees for Sukuk Tenor (5 years)	At Actual		2,000,000
Credit Rating Fee for Sukuk Tenor (5 years)	At Actual		2,500,000
Trustee Related Other Fees			200,000
Trustee Application Fees			50,000
Trustee Registration Consent fee			100,000
Trustee Annual Fee			50,000
CDBL Fees and Expenses:			2,133,500
Security Deposit	Fixed		500,000
Documentation Fee	At Actual		2,500
Annual Fee	At Actual		500,000
Public Offer fee	.015% on Issue Size		1,125,000
Connection Fee	Tk. 500 per month (12*500)		6,000
Printing and post public offer expenses:			37,165,000
Publication of IM	(Estimated, to be paid at actual)		3,000,000
Notice for Information Memorandum, Sukuk allotment, Refund etc. in 2 daily newspapers	(Estimated, to be paid at actual)		5,000,000
Sukuk allotment related expenses including Software fee	(Estimated, to be paid at actual)		4,000,000
Data Processing Charge	(Estimated, to be paid at actual)		7,400,000
Courier Expenses	(Estimated, to be paid at actual)		1,000,000

Administrative & Stationary Expense	(Estimated, to be paid at actual)		1,000,000
Administrative & Stationary Expense for the Issuer	(Estimated, to be paid at actual)		15,765,000
Grand Total			134,246,000

Table 82

Section 19: Additional Disclosure

19.1. Board Resolution Regarding the Formation of Beximco-SSB

BANGLADESH EXPORT IMPORT COMPANY LTD.

17 DHANMONDI, ROAD NO.2

DHAKA-1205

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS'

A meeting of the Board of Directors of Bangladesh Export Import Company Ltd. was held on Thursday, the 1st April, 2021 at 4.00 p.m. at the Company's Registered Office, at 17, Dhanmondi, Road No.2, Dhaka-1205.

The following Directors were present:

1. Mr. Salman F Rahman
2. Mr. Iqbal Ahmed
3. Mr. O.K. Chowdhury
4. Mr. A B Siddiqur Rahman
5. Mr. Shah Monjurul Hoque
6. Ms. Reem H Shamsuddoha In attendance

Mr. Mohammad Asad Ullah

Executive Director & Company Secretary

In absence of Mr. A S F Rahman, Chairman of the Board of Directors, Mr. Salman F Rahman, Vice Chairman of the Board of Directors, presided over the meeting.

ITEM-1

The Board was informed that the Company may form a Shari'ah Supervisory Board (SSB) to maintain Islamic Shariah Compliant Sukuk Al Istisna for BDT 30 billion (Taka Thirty Billion) for the purpose of construction of the solar projects of Teesta Solar Ltd. and Korotoa Solar Ltd., the two subsidiaries of Beximco Power Company Ltd and financing and refinancing the machinery and equipment required for Beximco Ltd.'s textile division on the terms and conditions, subject to the approval of Bangladesh Securities and Exchange Commission (BSEC). After detailed discussion on it the Board decided to form a Shari'ah Supervisory Board and passed the following resolutions unanimously:

"Resolved that an Independent Body from Beximco Limited, Shari'ah Supervisory Board will be formed by the company under Bangladesh Securities and Exchange Commission (Investment Sukuk) Rule 2019, to supervise the Shari'ah compliance and to issue the Shari'ah Pronouncement binding the originator, issuer and other stakeholders in respect of all matters relating to the Beximco Sukuk Al Istisna Issuance and the Sukuk assets during the entire lifecycle of the Sukuk Issuance. Beximco-SSB shall be appointed for the tenor of Beximco Sukuk Al Istisna. The principal **Terms of Reference** of Beximco-SSB are stated below:

1. Beximco-SSB shall provide Provisional Shari'ah Pronouncement to Beximco Limited before issuance of Sukuk and final Shari'ah Pronouncement before issuance of prospectus. The Shari'ah Pronouncement shall address the issues regarding the basic structure of Sukuk to complete the documentation and final pronouncement shall address the review of the final Sukuk structure and final documentation of the same. The Shari'ah Pronouncement must be signed by each Shari'ah Advisor ascertaining that the basis on which the Sukuk are structured is Shari'ah compliant.
2. Beximco-SSB shall be held accountable for due care with regard to its Shari'ah pronouncement, SSB reports and other responsibilities as per these rules to the Commission, Sukuk-holders, the originator or issuer, and the Central Shari'ah Board, if formed by Commission.
3. Beximco-SSB shall authenticate the annual financial statements of SPV before submission to the commission.
4. The Chairman reserves the right to Secretary co-opt any person in any of the meetings as a subject matter specialist. That member will be entitled to the remuneration as well; All the members of Shari'ah Supervisory Board shall be remunerated during the tenor of Beximco Sukuk.

Beximco Shari'ah Supervisory Board (Beximco-SSB) for the above purpose be constituted as follows:

- | | |
|--|------------------|
| 1. Dr. Md. Anwar Hossain Molla | Chairman |
| 2. Mawlana Shah Mohammad Wali Ullah | Member Secretary |
| 3. Prof. Dr. Muhammad Yousuf Ibn Hossain | Member |
| 4. Mr. Mezbah Uddin Ahmed | Member |
| 5. Mr. Md. Fariduddin Ahmed | Member |
| 6. Mr. Dr. Md. Mahabbat Hossain CIPA, CSAA, DIB (IIBI, UK) | Member |
| 7. Mr. Abul Quasem Md. Safiullah | Member" |

There being no other business, the meeting ended with a vote of thanks to the Chair

Sd/- (SALMAN F RAHMAN)

CHAIRMAN

19.2. [Beximco-SSB pronouncement regarding issuance of the SUKUK](#)

Schedule - A

Shari'ah Pronouncement (Provisional)
{(rule 2(1)(m))}
BEXIMCO Green Sukuk

In the name of Allah, the Beneficent, the Merciful; Peace and Blessings Be Upon His Messenger.

To the Stakeholders and Investors of BEXIMCO Green Sukuk

In carrying out the roles and responsibilities of the Shariah Supervisory Board ("SSB") as prescribed in the Bangladesh Securities and Exchange Commission (Investment Sukuk) Rules, 2019 ("Investment Sukuk Rules") and in compliance with our Letter of Engagement, we hereby are submitting the Provisional Shari'ah Pronouncement for BDT 30 billion BEXIMCO Green Sukuk al Istisna'a ("BEXIMCO Green Sukuk").

We have reviewed the proposed structure and draft transaction documents of BEXIMCO Green Sukuk. We have identified that the Shari'ah principles of Istisna'a and Ijarah Mawsufah Fi al-Dhimmah (Forward Lease) are used as the principal contracts in structuring BEXIMCO Green Sukuk. These principles are recognized by the Shariah Standards issued by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), Bahrain. In our opinion, these principles can be used to structure the proposed BEXIMCO Green Sukuk in a Shari'ah-compliant manner.

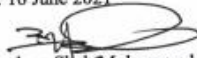
During our review process, we have stated several requirements to ensure compliance with the Shari'ah. BEXIMCO has confirmed us that all our requirements are accepted without any reservation, and the documents submitted to Bangladesh Securities and Exchange Commission (BSEC) reflect fulfillment of our requirements. These requirements are listed in Appendix 1.

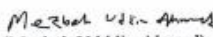
The responsibilities of the SSB are to review the principles and contracts relating to the transactions and applications related to the Sukuk to be issued, and to form an opinion as to whether the structure has complied with the Shari'ah Rules and Principles as well as the specific fatwas, rulings and guidelines issued by it. The SSB is also responsible to plan and perform the review so as to obtain all information and explanations necessary in order to provide sufficient evidence to give reasonable assurance that the proposed SPV has not violated Shari'ah Rulings and Principles. The SSB will issue the final Shariah Pronouncement after reviewing the final version of the Sukuk documents.


The organs of governance as stated in the Investment Sukuk Rules are responsible for ensuring that all documents relevant to the Sukuk are drafted and the SPV conducts its business in accordance with Shari'ah Rulings and Principles and as per the fatwas, rulings and guidelines issued by the SSB.

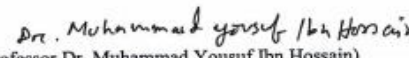
Shari'ah Supervisory Board


Date: 16 June 2021


(Mawlana Shah Mohammad Wali Ullah)
Member Secretary

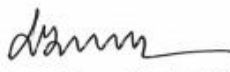

(Mezbah Uddin Ahmed)
Member


(Dr. Md. Mahabbat Hossain)
Member


(Professor Dr. Muhammad Yousuf Ibn Hossain)
Member


(Md. Fariduddin Ahmed)
Member


(Abul Quasem Md. Safiullah)
Member



(Dr. Mohammad Anwar Hosain Molla)
Chairman

Appendix-1: Requirements Stipulated by the SSB and Response of BEXIMCO

No.	Requirements	Response of BEXIMCO
1.	According to Section 5 of BSEC Sukuk Rules 2019, the Sukuk shall be named based on the prime Shariah concept applied.	Complied
2.	For avoidance of any confusion, the Islamic finance terms used in the Sukuk documents shall follow the spellings given in AAOIFI's English translated Shariah Standards. To ensure consistency, the spelling of the Islamic finance terms must be used in a consistent manner.	Complied
3.	The fund raised by issuing Sukuk shall not be used to finance any interest-bearing activities, nor to make any interest payments.	Complied
4.	Each of the contracts (agreements) executed for the purpose of the Sukuk shall be done separately, i.e. a contract shall not be conditional on the other. Each of the contracts shall bear an independent set of rights and responsibilities.	Complied
5.	The rights and responsibilities of each of the parties involved in the Sukuk structure shall be established in a clear and unambiguous manner.	Complied
6.	The documents for establishing the SPV must be drafted complying with Shariah and subject to approval of the SSB of the Sukuk.	Complied
7.	The fund raised by issuing Sukuk shall not be deposited directly to the account maintained by the BEXIMCO rather it should be deposited in the account maintained by the SPV.	Complied
8.	The Istisna'a and Ijarah contracts shall be executed separately.	Complied
9.	The name of the agreement for Ijarah would be "Ijarah Agreement" instead of "FORWARD LEASE AGREEMENT"	Complied
10.	The advance rentals shall be separately identified from the regular rentals. The right over the advance rentals does not establish until the asset is made available to the lessee. Hence, any waiver of right regarding this shall be clearly expressed by the lessee.	Complied
11.	The purchase and sale undertakings shall be provided in separate documents. The AAOIFI requirements shall be observed in this regard.	Complied
12.	All the bank accounts shall be maintained in Shariah-compliant accounts of scheduled banks in Bangladesh.	Complied
13.	The highest effort shall be exerted to avoid conventional insurance. Islamic insurance/ Takaful shall be used wherever this is available. Conventional insurance may only be used if no Takaful coverage is available. Specific approvals from the SSB of the Sukuk shall be obtained prior to opting for this exception. The Sukuk documents shall state this clearly.	Complied
14.	The requirements of AAOIFI Shariah Standards shall be fulfilled in determining tradability of the Sukuk. Guidance from the SSB of the Sukuk shall be sought in this regard.	Complied
15.	The conversion exercise prices shall be determined as per the requirements set in the AAOIFI Shariah Standards. Guidance from the SSB of the Sukuk shall be sought in this regard.	Complied
16.	The convertibility of the Sukuk shall be subject to the condition that the shares of BEXIMCO are declared Shariah compliant at the time of each conversion exercise. Guidance and approval of the SSB of the Sukuk shall be sought in this regard.	To be complied prior to each conversion
17.	Any guarantee agreement shall be executed independently and in separate document. The requirements of AAOIFI Shariah Standards shall be observed in this regard.	Complied
18.	The agency and any other contractual relationship established between BEXIMCO and TSL / KSL shall be in a Shariah-compliant manner. The	Complied

	requirements of AAOIFI Shariah Standards shall be observed in this regard.	
19.	The investment management agreement should be drafted complying the requirements of AAOIFI Shariah Standards	Complied
20.	Any underwriting commission shall be subjected to fulfilling Shariah requirements. AAOIFI Shariah Standards shall be followed, unless a departure is approved by the SSB of the Sukuk due to practical considerations.	Complied
21.	Any penalty imposed for late payments shall be subjected to fulfilling Shariah requirements as stipulated in AAOIFI Shariah Standards.	Complied
22.	It is highly recommended that the Sukuk documents will vetted, if required, by an independent legal expert in ensuring that the documents are prepared in compliance with the laws and regulations applicable in Bangladesh.	Complied
23.	Any loan (Qard) agreement between Beximco and TSL/KSL or among any of the parties involved in the Sukuk should not include any imposition of interest. It should be based on Qard-al-Hasan (interest free loan).	Complied

On behalf of BEXIMCO



(O K Chowdhury)
Managing Director

19.3. Beximco-SSB pronouncement (Bangla Version) regarding issuance of the Green-Sukuk

সাময়িক শরীয়াহ ঘোষণাপত্র বেঞ্জিমকো গ্রীন সুক্ক আল ইস্তিসনা

পরম করুণাময় ও মহান দয়ালু আল্লাহর নামে শুরু করছি। শান্তি ও রহমত বর্ষিত হোক রাসূল (সা.) এর উপর।

বাংলাদেশ সিকিউরিটিজ এন্ড এক্সচেঞ্জ কমিশন (বিনিয়োগ সুক্ক) বিধি, ২০১৯ ("বিনিয়োগ সুক্ক বিধিমালা") এ নির্দেশিত শরীয়াহ সুপারভাইজরি বোর্ড ("এসএসবি") এর দায়-দায়িত্ব পালনকক্ষে এবং আমাদেরকে প্রদত্ত যোগদান পত্রের প্রেক্ষিতে, আমরা এতদ্বারা বেঞ্জিমকো গ্রীন সুক্ক আল ইস্তিসনা'এর জন্য সাময়িক শরীয়াহ ঘোষণাপত্র দাখিল করছি।

ইস্তিসনা এবং ইজারা হ মাওসুফা ফি আল-নিম্মাহ (ফরোয়ার্ড শীজ) এর শরীয়াহ নীতির ভিত্তিতে প্রস্তাবিত উপরোক্ত সুক্কের গঠন আমরা পর্যালোচনা করেছি। আমাদের মতে, প্রস্তাবিত সুক্ক গঠনে আলোচ্য শরীয়াহ নীতিসমূহের প্রয়োগ করা যায়।

সুক্কের সাথে সম্পর্কিত সমস্ত দলিলাদির খসড়া তৈরী ও বাস্তবায়নে শরীয়াহ বিধি ও নীতিমালার পাশাপাশি সময়ে সময়ে আমাদের দ্বারা জারি করা নির্দিষ্ট ফতোয়া, রায় ও নির্দেশিকা মেনে চলার বিষয়টি বিনিয়োগ সুক্ক বিধিমালায় উল্লেখিত যথাযথ কর্তৃপক্ষ সর্বদা নিশ্চিত করবে। আমাদের দায়িত্ব হচ্ছে একটি স্বাধীন মতামত গঠন করা, যা সমস্ত দলিলাদির পূঙ্খানুপূঙ্খ বিশ্লেষণের পরে প্রদান করা হবে।

শরীয়াহ সুপারভাইজরি বোর্ড – বেঞ্জিমকো সুক্ক

তারিখ: ২৯ এপ্রিল ২০২১



(শাহ মোহাম্মদ ওয়াসী উল্লাহ)
সদস্য সচিব

Mehrab Uddin Ahmad

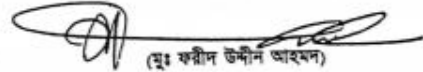
(মেহরবাহ উদ্দিন আহমেদ)
সদস্য



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সদস্য



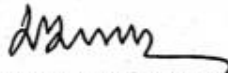
(অধ্যাপক ডঃ মুহাম্মদ ইউসুফ ইবন হোছাইন)
সদস্য



(ডঃ ফরীদ উদ্দিন আহমেদ)
সদস্য



(আবুল কামেব মোঃ ছফিউল্লাহ)
সদস্য



(ডঃ মোঃ আনোয়ার হোসাইন মোদল)
সভাপতি

19.4. Approval letter for the Proposed Structure of the Beximco Green-Sukuk

Ref: Beximco-SSB/Sukuk/2021-06/01

Date: June 16, 2021

Mr. Osman Kaiser Chowdhury
 Managing Director
 Bangladesh Export Import Company Limited
 17 Dhanmondi R/A
 Road No. 2, Dhaka-1205

Dear Sir,

Sub: Approval letter (provisional) for the proposed sukuk structure of BEXIMCO Green Sukuk of BDT 30 billion

In the name of Allah, the Most Gracious, the Most Merciful. This is to inform you that we have received the proposed structure of the BEXIMCO Green Sukuk of BDT 30 billion, which is provided below.

Figure 1: Inception- procurement period of Machineris & construction of the projects

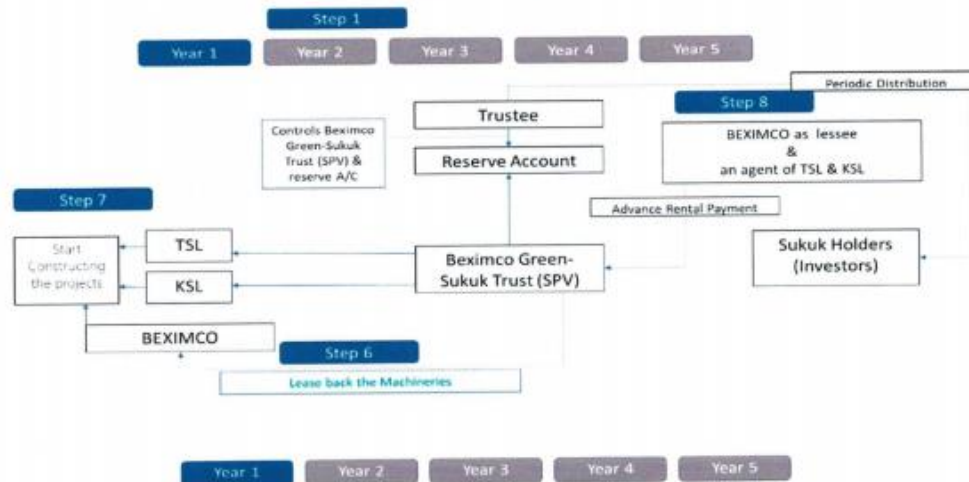
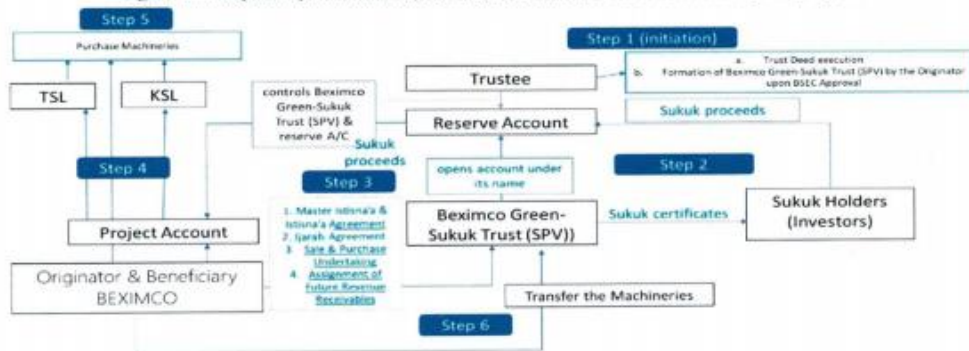
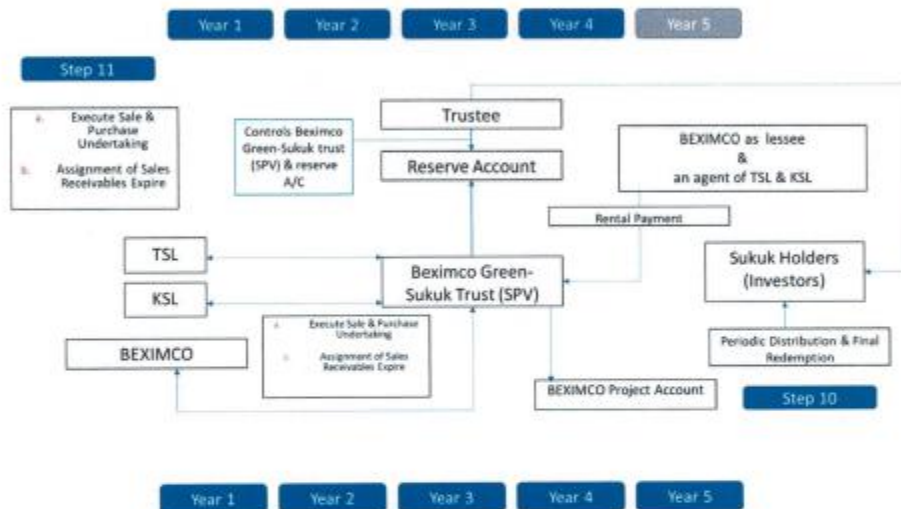
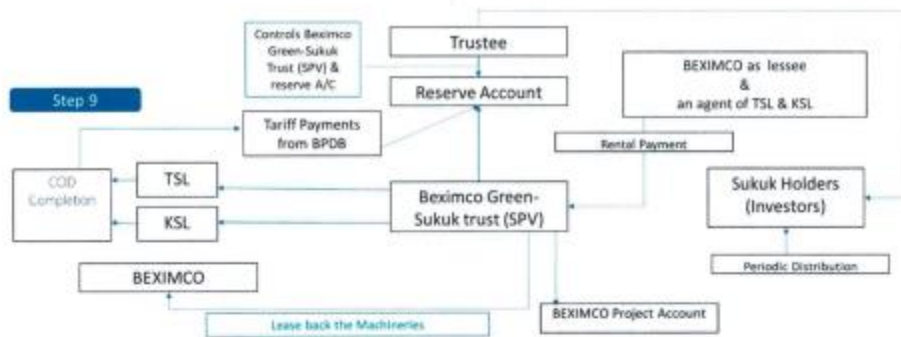


Figure 2: Post Completion of the Assets and maturity



We have conducted our review to form the provisional opinion as to whether the proposed sukuk structure has complied with the Shari'ah Rules and Principles as well as the specific fatwas, rulings and guidelines issued by us. After a detailed examination of the proposed Sukuk structure, we have come to the opinion that it will be in compliance with the Shari'ah Principles provided that the requirements set by us are fulfilled. Therefore, we hereby providing the provisional approval of the proposed structure of BEXIMCO Green Sukuk.

Sincerely Yours,

Sl.	Name	Signature	Date
1.	Dr. Mohammad Anwar Hosain Molla		16-06-21
2.	Mawlana Shah Mohammad Wali Ullah		16/06/2021

3.	Md. Fariduddin Ahmed		16/6/2021
4.	Dr. Md. Mahabbat Hossain		16.06.2021
5.	Prof. Dr. Muhammad Yousuf Ibn Hossain		16.06.2021
6.	Mezbah Uddin Ahmed	Mezbah Uddin Ahmed	16/06/2021
7.	Abul Quasem Md. Safiullah		16.06.21

Shari'ah Supervisory Board

19.5. Authentication Certificate (Provisional) for the Draft Structure for the Beximco Green-Sukuk






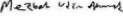

Authentication Certificate (Provisional)

This authentication certificate (provisional) is presented to:

BEXIMCO LIMITED for the **BEXIMCO Green Sukuk of BDT 30 billion** by

the Shari'ah Supervisory Board. The proposed sukuk features, structure and draft legal deeds will be deemed as compliant with the Shari'ah Rulings and Principles with condition that they fulfill the specific fatwas, rulings and guidelines issued by the Shari'ah Supervisory Board.

The Shari'ah Supervisory Board

 Dr. Md. Anwar Hosain Molla	 Mawlana Shah Mohammad Wali Ullah	 Dr. Md. Mahabbat Hossain	 Md. Fariduddin Ahmed	 Prof. Dr. Muhammad Yousuf Ibn Hossain	 Mezbah Uddin Ahmed	 Abul Quasem Md. Safiullah
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19.6. Final Shari'ah Pronouncement by Beximco-SSB

Schedule – A

Shari'ah Pronouncement (Final)

{{rule2(1)(m)}}

In the name of Allah, the Beneficent, the Merciful; Peace and Blessings Be Upon His Messenger.

To the Stakeholders and Investors of BXIMCO Green Sukuk Al Istisna'a

We have reviewed the principles and contracts relating to the transactions and applications of the Sukuk to be issued. We have also conducted our review to form a final opinion as to whether the structure of the Sukuk has complied with the Shari'ah rules and principles as well as the specific fatwas, rulings and guidelines issued by us.

The organs of governance are responsible for ensuring that the SPV (BEXIMCO Green Sukuk Trust) conducts its business in accordance with Shari'ah rules and principles. It is our responsibility to form an independent opinion, based on our review of the Trust Deed and Transaction Documents of the Sukuk.

We have conducted our review which included a detailed examination of the final Sukuk structure and the relevant documents and procedures adopted by the SPV (BEXIMCO Green Sukuk Trust).

We have planned and performed our review so as to obtain all information and explanations necessary in order to give reasonable assurance that the SPV (BEXIMCO Green Sukuk Trust) has not violated Shari'ah rules and principles.

In our opinion, the contracts, transactions, assets, and dealings entered into by the SPV (BEXIMCO Green Sukuk Trust) related to the BEXIMCO Green Sukuk Al Istisna'a are in compliance with the Shari'ah rules and principles.

The considerations of the Shari'ah Supervisory Board in forming the opinion are provided below:

(a) Sukuk structure

The Sukuk is structured based on the Shari'ah principles of Istisna'a and Ijarah Mawsufah Fi al-Dhimmah (Forward Lease). These principles are recognized by the Shari'ah Standards issued by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), Bahrain.

(b) Sukuk contracts and documentation

In our opinion the contracts and documents listed in clause 13.8.1 of the Trust Deed are prepared in a Shari'ah-compliant manner.

(c) Description of Sukuk assets and continuous compliance requirement

Sukuk Assets represent the TSL Solar Machineries, KSL Solar Machineries and the Textile Machineries, including installation and commissioning of the same. Nothing came to the attention of the Shari'ah Supervisory Board contrary to Shari'ah compliance of these assets. However, the Shari'ah Supervisory Board require the SPV (BEXIMCO Green Sukuk Trust) to ensure Shari'ah compliance of the Sukuk Assets throughout the tenure of the Sukuk.

(d) Trading conditions of Sukuk

The tradability of the Sukuk will be determined by the Shari'ah Supervisory Board as per AAOIFI Shari'ah Standards, and this will be notified by issuance of a Shari'ah pronouncement.

(e) Profit distribution mechanism

The Lease Rentals deposited in the BEXIMCO Green-Sukuk Trust Account shall be utilized for payment of Half Yearly Periodic Payments to the Sukukholders.

(f) Cost and return structure

The Sukuk Fund will be utilized to acquire Sukuk Assets by execution of Istisna'a Agreements, and the same assets will generate Lease Rentals by execution of Ijarah Agreements.

(g) Ownership of underlying assets or beneficial ownership of Sukuk assets

As per clause 3.5 of Master Istisna'a Agreement, with the sale and delivery of TSL Solar Machineries, KSL Solar Machineries and Textile Machineries under each of the Istisna'a Agreements, title to the same shall pass to the Issuer free of any legal impediments.

(h) Whether and to what extent the related agreements and contracts, separately and collectively, are consistent with the concerned Shari'ah principles

In our opinion, the related agreements and contracts, separately and collectively, are consistent with Shari'ah principles.

(i) Exceptions, reservations, and qualifications regarding Shari'ah compliance, if any, and details thereof

There shall not be any imposition of interest by any of the parties involved in the Sukuk structure pertaining to the Sukuk transactions.

Approval of the Shari'ah Supervisory Board shall be sought prior to exercise of conversion option regarding Shari'ah compliance status of BEXIMCO shares.

The Shari'ah Supervisory Board reserves the right to give fatwas, rulings and guidelines at any point in time during the tenure of the Sukuk, and these shall be binding on the originator, issuer and other stakeholders as relevant.

The scope of the Shari'ah Supervisory Board is only on matters related to Shari'ah compliance. Any financial, business, and regulatory compliance matters as well as assessment of the "green" status of the Sukuk are outside of its scope.

(j) Any other issue as determined by Beximco-SSB

The Shari'ah pronouncement and resolutions of the Shari'ah Supervisory Board shall be binding on the originator, issuer and other stakeholders of this Sukuk as per requirements of BSEC Sukuk Rules 2019.

Shari'ah Supervisory Board

Date: 07 July 2021

Sd/-

(Mawlana Shah Mohammad Wali Ullah)

Member Secretary

Sd/-

(Professor Dr. Muhammad Yousuf Ibn Hossain)

Member

Sd/-

(Mezbah Uddin Ahmed)

Member

Sd/-

(Md. Fariduddin Ahmed)

Member

Sd/-

(Dr. Md. Mahabbat Hossain)

Member

Sd/-

(Abul Quasem Md. Safiullah)

Member

Sd/-

(Dr. Mohammad Anwar Hosain Molla)

Chairman

তফসিল ক
শরীয়াহ ঘোষণাপত্র (চূড়ান্ত)
{রুলস ২(১)(ম)}

পরম করুণাময় ও মহান দয়ালু আল্লাহর নামে শুরু করছি। শান্তি ও রহমত বর্ষিত হোক রাসুল (সা.) এর উপর।

বেক্সিমকো গ্রীন সুকুক আল ইস্তিসনা' এর স্টেকহোল্ডার এবং বিনিয়োগকারীদের জন্য

আমরা সুকুকের লেনদেন এবং প্রয়োগ সম্পর্কিত নীতি এবং চুক্তি পর্যালোচনা করেছি। শরীয়াহ নিয়ম ও নীতিমালার পাশাপাশি আমাদের জারি করা নির্দিষ্ট ফতোয়া, বিধি ও নির্দেশিকা যথাযথভাবে মেনে সুকুকের কাঠামো প্রস্তুত হয়েছে কিনা সে সম্পর্কে চূড়ান্ত মতামত প্রদানের জন্য আমরা আমাদের পরীক্ষা-নিরীক্ষা ও পর্যালোচনা পরিচালনা করেছি।

এসপিভি (বেক্সিমকো গ্রীন সুকুক ট্রাস্ট) এর ব্যবসা শরীয়াহ নিয়ম ও নীতিমালা অনুসারে পরিচালনা নিশ্চিত করার জন্য যথাযথ কর্তৃপক্ষ দায়বদ্ধ থাকবে। সুকুকের “ট্রাস্ট ডিড” এবং লেনদেনের নথিগুলির পর্যালোচনার ভিত্তিতে একটি স্বাধীন মতামত প্রদান করা আমাদের দায়িত্ব।

আমরা চূড়ান্ত সুকুক কাঠামো পরীক্ষা পূর্বক এবং এসপিভি (বেক্সিমকো গ্রীন সুকুক ট্রাস্ট) কর্তৃক গৃহীত প্রাসঙ্গিক নথি এবং পদ্ধতি সম্পর্কিত একটি বিশদ পরীক্ষা-নিরীক্ষা ও পর্যালোচনা পরিচালনা করেছি।

এসপিভি (বেক্সিমকো গ্রীন সুকুক ট্রাস্ট) শরীয়াহ নিয়ম ও নীতিমালা লঙ্ঘন করেনি এমন বিধিসম্মত নিশ্চয়তা দেওয়ার জন্য প্রয়োজনীয় সমস্ত তথ্য এবং ব্যাখ্যা পেতে আমরা প্রয়োজনীয় পরীক্ষা-নিরীক্ষা ও কার্য সম্পাদন করেছি।

আমাদের মতে, বেক্সিমকো গ্রীন সুকুক আল ইস্তিসনা'র সাথে সম্পর্কিত এসপিভি (বেক্সিমকো গ্রীন সুকুক ট্রাস্ট) দ্বারা চুক্তি, লেনদেন, সম্পত্তি এবং লেনদেন শরীয়াহ নিয়ম ও নীতিমালা এর সাথে সঙ্গতিপূর্ণ।

মতামত প্রদানে শরীয়াহ সুপারভাইজরি বোর্ডের বিবেচনাগুলি নিম্নে পেশ করা হলো:

(ক) সুকুক কাঠামো

সুকুকটি ইস্তিসনা'র শরীয়াহ নীতি এবং ইজারাহ মাওসুফা ফি আল-দিম্মাহ (ফরোয়ার্ড ইজারা) এর ভিত্তিতে গঠন করা হয়েছে। এই নীতিগুলি বাহরাইন ভিত্তিক Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) কর্তৃক জারি করা শরীয়াহ স্ট্যান্ডার্ড দ্বারা স্বীকৃত।

(খ) সুকুক চুক্তি এবং ডকুমেন্টেশন

আমাদের মতে ট্রাস্ট ডিডের ১৩.৮.১ ধারায় তালিকাভুক্ত চুক্তি ও নথিগুলি শরীয়াহ সম্মত পদ্ধতিতে প্রস্তুত করা হয়েছে।

(গ) সুকূকের সম্পদের বিবরণ এবং ধারাবাহিক শরীয়াহ প্রতিপালনের নিশ্চয়তা

সুকুক সম্পদগুলি টিএসএল সৌর মেশিনারিজ, কেএসএল সৌর মেশিনারিজ এবং টেক্সটাইল মেশিনারিজগুলির প্রতিনিধিত্ব করে, যার মধ্যে এগুলোর ইনস্টলেশন ও কমিশনিং অন্তর্ভুক্ত রয়েছে। এই সম্পদসমূহে শরীয়াহ বিধি বর্হিত্ব কোন বিষয় শরীয়াহ সুপারভাইজরি বোর্ডের নজরে আসেনি। তবে এসপিভিকে (বেক্সিমকো গ্রীন সুকুক ট্রাস্ট) সুকূকের পুরো মেয়াদে সুকুক সম্পদের শরীয়াহ সম্মত থাকার বিষয়টি নিশ্চিত করতে শরীয়াহ সুপারভাইজরি বোর্ড নির্দেশ করছে।

(ঘ) সুকুক লেনদেনের শর্ত

AAOIFI শরীয়াহ স্ট্যান্ডার্ড অনুযায়ী শরীয়াহ সুপারভাইজরি বোর্ড কর্তৃক সুকূকের লেনদেন বিষয়ক নীতিমালা নির্ধারণ করা হবে এবং শরীয়াহ ঘোষণাপত্রের মাধ্যমে এটি ক্রেতা-বিক্রেতাকে অবহিত করা হবে।

(ঙ) মুনাফা বিতরণ প্রক্রিয়া

বেক্সিমকো গ্রীন সুকুক ট্রাস্ট অ্যাকাউন্টে জমা হওয়া ইজারা/ভাড়া সুকুক হোল্ডারদের মধ্যে অর্ধবার্ষিক পর্যায়কালীন পেমেন্ট হিসেবে বিতরণ করা হবে।

(চ) তহবিল খরচ এবং আয়ের কাঠামো

সুকুক তহবিল ইস্তিসনা' চুক্তি সম্পাদনের মাধ্যমে সুকুক সম্পদ অর্জনে ব্যবহার করা হবে এবং একই সম্পদ ইজারা চুক্তি সম্পাদনের ভিত্তিতে ইজারা/ভাড়ার মাধ্যমে আয় প্রদান করবে।

(ছ) আন্ডারলাইং সম্পদের মালিকানা বা সুকুক সম্পদের উপকার ভোগের মালিকানা

মাস্টার ইস্তিসনা'র চুক্তির ৩.৫ ধারা অনুযায়ী, প্রত্যেকটি ইস্তিসনা' চুক্তির অধীনে টিএসএল সৌর মেশিনারিজ, কেএসএল সৌর মেশিনারিজ এবং টেক্সটাইল মেশিনারিজ বিক্রয় ও সরবরাহের মাধ্যমে মালিকানা কোন আইনি প্রতিবন্ধকতা ছাড়াই ইস্যুকারীকে দেওয়া হবে।

(জ) আলাদা আলাদা বা সম্মিলিতভাবে সংশ্লিষ্ট চুক্তি এবং চুক্তিগুলি শরীয়াহ সংশ্লিষ্ট নীতিমালার সাথে কতটুকু সামঞ্জস্যপূর্ণ

আমাদের মতে, আলাদা আলাদা এবং সম্মিলিতভাবে সংশ্লিষ্ট চুক্তি এবং চুক্তিগুলি শরীয়াহ নীতিমালার সাথে সামঞ্জস্যপূর্ণ।

(ঝ) শরীয়াহ সুপারভাইজরি বোর্ডের কার্যপরিধি, ক্ষমতা ও সীমাবদ্ধতা

সুক্ক লেনদেনের অন্তর্ভুক্ত এবং সুক্ক কাঠামোর সাথে জড়িত কোন পক্ষ অপর পক্ষের উপর কোন ধরনের সুদ আরোপ করতে পারবে না।

সুক্ক বেক্রিমকো শেয়ারে রূপান্তরের পূর্বে শরীয়াহ সম্মত হওয়ার বিষয়ে শরীয়াহ সুপারভাইজরি বোর্ডের অনুমোদন নিতে হবে। শরীয়াহ সুপারভাইজরি বোর্ড সুক্ক এর সময়কালের যেকোন সময় ফতোয়া, বিধি ও নির্দেশিকা দেওয়ার অধিকার সংরক্ষণ করে এবং এগুলো অরিজিনেটর, ইস্যুকারী এবং অন্যান্য স্টেকহোল্ডারদের উপর প্রাসঙ্গিক ক্রমে বাধ্যতামূলক হিসাবে বিবেচিত হবে।

শরীয়াহ সুপারভাইজরি বোর্ডের কার্যপরিধি কেবল শরীয়াহ সম্পর্কিত বিষয়াবলীতে সীমাবদ্ধ। যে কোন আর্থিক, ব্যবসায়িক ও নিয়ন্ত্রক সংস্থার আরোপিত বিধিবিধান এবং সুক্কের "গ্রীন স্ট্যাটাস" মূল্যায়ন তার কার্যপরিধির বাহিরে।

শরীয়াহ সুপারভাইজরি বোর্ডের কার্যপরিধি কেবল শরীয়াহ সম্মতি সম্পর্কিত বিষয়গুলিতে। যে কোন আর্থিক, ব্যবসায়িক বিষয়ক এর পাশাপাশি সুক্কের "গ্রীন" অবস্থার মূল্যায়ন তার কার্যপরিধির বাহিরে।

(ঞ) শরীয়াহ সুপারভাইজরি বোর্ড দ্বারা নির্ধারিত অন্য কোনও বিষয়াদি

শরীয়াহ সুপারভাইজরি বোর্ডের শরীয়াহ ঘোষণা এবং সিদ্ধান্তবলী বাংলাদেশ সিকিউরিটিজ এন্ড এক্সচেঞ্জ কমিশন (বিএসইসি) সুক্ক বিধি' ২০১৯ এর প্রয়োজনীয়তা অনুসারে এই সুক্কের অরিজিনেটর, ইস্যুকারী এবং অন্যান্য স্টেকহোল্ডারদের উপর বাধ্যতামূলক থাকবে।

শরীয়াহ সুপারভাইজরি বোর্ড

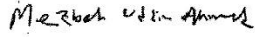
তারিখ: ০৭ জুলাই ২০২১

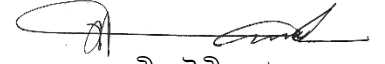



শাহ মোহাম্মদ ওয়ালী উল্লাহ
সদস্য সচিব



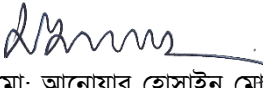
(অধ্যাপক ড: মুহাম্মদ ইউসুফ ইবন হোছাইন)
সদস্য


(মেজবাহ উদ্দিন আহমেদ)
সদস্য


(মু: ফরীদ উদ্দিন আহমেদ)
সদস্য


(ড: মো: মহব্বত হোসেন)
সদস্য


(আবুল কাসেম মো: হাফিউল্লাহ)
সদস্য


(ড: মো: আনোয়ার হোসাইন মোল্লা)
সভাপতি

19.7. Tariff, Billing and Payment Related Clause of the Solar Projects

Power Purchase Agreement of TSL

SECTION 13

TARIFF, BILLING AND PAYMENT

13.1 (i) Tariff Payment (TP)

From and after the Commercial Operations Date, BPDB shall pay to the Company, for each Month, Tariff Payment on no electricity, no payment basis.

$TP_m = TR \times NEO_m \times CEM$ (as per Schedule-3 of the PPA)

WHERE,

$TP_m = TR \times NEO_m \times CEM$ (as per Schedule-3 of this Agreement)

WHERE,

TR = Tariff Rate, USD/kWh

TP_m = Tariff Payment in Taka during the Month “m”.

NEO_m = Net Energy Output measured in kWh during Month “m”.

CEM = The rate at which Sonali Bank sells one US Dollar in exchange for Taka, as published in the Exchange Rates Bulletin or any latest official letter or circular to the “Authorised Dealers” (as that expression is used by Sonali Bank) or defined in any publication of

Sonali Bank) in Bangladesh, on the first Day of the Month immediately following the Month “m”.

(ii) Right to Review

Either Party may at any time seek to verify the computation or application of above formula and may require the other Party, where appropriate, to provide to it copies of its calculations, with reasonable supporting detail to enable that Party to verify the results.

13.2 Billing and Payments

(a) Invoices and Payments

(i) Invoices shall be on a Monthly basis and shall be prepared by the Company and submitted to BPDB no sooner than 7 (seven) Days after the end of the Month for which such invoice is applicable and shall show the due date of the invoice within 30 (thirty) Business Days after date of issuance of the relevant invoice.

(aa) BPDB shall pay to the Company by cheque or wire transfer all amounts due under this Agreement, less any amounts that are subject to Dispute. Payment shall be made no later than the due date of the relevant amount. Payment will not be considered to have been received unless or until it is in then-available funds.

(bb) If the Company has failed to receive payment pursuant to Section 13.2(a)(i)(aa) within 30 (thirty) days from due date mentioned therein, the Company shall be entitled to draw on the BPDB Letter of Credit for any amounts due under this Agreement, less any amounts which are subject to Dispute.

(ii) BPDB has the right to review an invoice or statement prepared by the Company and, if it disagrees with the amount payable under such invoice, may request clarification and substantiation of such invoice.

(b) Payment Disputes

(i) At any time prior to 180 (one hundred eighty) Days after BPDB receives an invoice, BPDB may serve notice (an "Invoice Dispute Notice") to the Company that the amount or any portion of such amount shown in such invoice is in dispute. Each Invoice Dispute Notice shall specify the invoice concerned, the amount of the Dispute and the basis therefore. If any amount or any portion of such amount or any item shown in an invoice is disputed by the paying Party, such Party shall pay the undisputed amount of the invoice in accordance with Section 13.2 (a) of this Contract.

(ii) In the event of a Dispute, either Party may seek resolution of the Dispute in accordance with Section 19 of the contract.

- (iii) Upon the resolution of the Dispute, any amount determined to be owing which has not been paid or are determined to have been improperly paid and are to be repaid, as the case may be, shall be paid by the owing Party to the other Party within 15 (fifteen) Business Days of the resolution of the Dispute.

(C) BPDB Security

- (i) BPDB Letter of Credit
 - (A) Within 25 (twenty five) Business Day after the Commercial Operations Date, BPDB shall cause Sonali Bank or any other scheduled bank (the "Issuing Bank") to issue and provide to the Company the BPDB Letter of Credit, which shall have an initial term which is not less than. 1 (one) year and shall provide for annual renewal by the Issuing Bank immediately prior to each relevant expiry date for further period(s) of one year each until the last Day of the Term. Immediately upon each such renewal, the Issuing Bank shall confirm to BPDB that such renewal has occurred.
 - (B) The amount of the BPDB Letter of Credit shall be equal to 02 (two) month Tariff Payment at a monthly 27010 MWh energy rate.
 - (C) The BPDB Letter of Credit shall permit presentation at a bank located in Dhaka, Bangladesh.
 - (D) The BPDB Letter of Credit shall provide for draws by the Company for the purposes of Section 13.2(a) in immediately available funds for any amounts due to the Company under this Agreement less any amounts disputed by BPDB, upon presentation of a certificate of an authorized officer of the Company stating that:
 - 1) Amounts shown in the invoice accompanying the certificate are due and payable by BPDB to the Company under this Agreement; and
 - 2) An invoice for such amount has been delivered to BPDB in accordance with this Agreement and either:
 - (a) No amount shown in the invoice has been disputed by BPDB; or

(b) A portion of the amount shown in the invoice has been disputed by BPDB, identifying such disputed amount.

The certificate shall be accompanied by the relevant invoice delivered to BPDB and any Invoice Dispute Notice delivered to the Company by BPDB.

(E) The BPDB Letter of Credit shall be reinstated to the BPDB Letter of Credit Amount (as at the most recent BPDB Letter of Credit Adjustment Day or, prior to the first BPDB Letter of Credit Adjustment Day, as at the Commercial Operations Date) within 15 (fifteen) Business Days of any draw thereon by the Company.

Power Purchase Agreement of KSL

SECTION 13

TARIFF, BILLING AND PAYMENT

13.1 (i) Tariff Payment (TP)

From and after the Commercial Operations Date, BPDB shall pay to the Company, for each Month, Tariff Payment on no electricity, no payment basis.

$TP_m = TR \times NEO_m \times CEM$ (as per Schedule-3 of this Agreement)

WHERE,

TR = Tariff Rate, USD/kWh

TP_m = Tariff Payment in Taka during the Month "m".

NEO_m = Net Energy Output measured in kWh during Month 'm'

CEM = The rate at which Sonali Bank sells one US Dollar in exchange for Taka, as published in the Exchange Rates Bulletin or any latest official letter or circular to the "Authorised Dealers" (as that expression is used)

by Sonali Bank) or defined in any publication of Sonali Bank) in Bangladesh, on the first Day of the Month immediately following the Month "m".

The Company shall not be entitled to claim any Tariff Payments for the excess energy beyond the equivalent energy corresponding to Dependable Capacity for each half an hour interval for the respective invoice month.

(II) Right to Review

Either Party may at any time seek to verify the computation or application of above formula and may require the other Party, where appropriate, to provide to it copies of its calculations, with reasonable supporting detail to enable that Party to verify the results.

(i) True-Up for Exchange Rate

a) Company True-Up Payment

In the event the Taka depreciates against the Dollar between the Indexation Date used in invoicing for any Month and the first Business Day following the payment date, the Company shall receive an additional payment on the fifth Business Day following the Day the invoice for Month "m" is paid by BPDB (the Company True-Up Payment)". The Company True-Up Payment shall be calculated as follows:

$$Tup = TPm \times ((CE_{invoicem} / CE_m) - 1)$$

Where:

CE_{invoicem}- The rate at which Sonali Bank sells one Dollar in exchange for Taka, as determined by the Sonali Bank in the published Exchange Rates Bulletin or any latest official letter to the "Authorised Dealers" or publication, on the first Business Day following the payment of invoice relevant Month 'm'

CE_m the rate at which Sonali Bank sells one Dollar in exchange for Taka, as published in the Exchange Rates Bulletin or any latest official letter or circular to the "Authorised Dealers" (as that expression is used by Sonali Bank) or defined in any publication of Sonali Bank) in Bangladesh, on the first Day of the Month immediately following the Month "m" (each such date shall be defined as the "Indexation Date).

TP_m has the meaning given to it in Section 13.1 (a).

b) BPDB True-Up Payment

In the event the Taka appreciates against the Dollar between the Indexation Date used in invoicing for any month and the first Business Day following the payment date, BPDB shall receive a refund on the fifth Business Day following the Day the invoice for Month "m" is paid by BPDB (the "BPDB True-up Payment"). The BPDB True-up Payment shall be calculated as follows:

$$\text{Tup-TPm} \times (1 - (\text{CEinvoicem} / \text{CEm}))$$

13.2 Billing and Payments

(a) Invoices and Payments

- (i) Invoices shall be on a Monthly basis and shall be prepared by the Company and submitted to BPDB no sooner than 7 (seven) Days after the end of the Month for which such invoice is applicable and shall show the due date of the invoice within 30 (thirty) Business Days after date of issuance of the relevant invoice.

(aa) BPDB shall pay to the Company by cheque or wire transfer all amounts due under this Agreement, less any amounts that are subject to Dispute. Payment shall be made no later than the due date of the relevant amount. Payment will not be considered to have been received unless or until it is in then-available funds.

(bb) If the Company has failed to receive payment pursuant to Section 13.2(a)(1)(aa) within 30 (thirty) days from due date mentioned therein, the Company shall be entitled to draw on the BPDB Letter of Credit for any amounts due under this Agreement, less any amounts which are subject to Dispute.

- (ii) BPDB has the right to review an invoice or statement prepared by the Company and, if it disagrees with the amount payable under such invoice, may request clarification and substantiation of such invoice.

(b) Payment Disputes

- (i) At any time prior to 180 (one hundred eighty) Days after BPDB receives an invoice, BPDB may serve notice (an "Invoice Dispute Notice") to the Company that the amount or any portion of such amount shown in such invoice is in dispute. Each Invoice Dispute Notice shall specify the invoice concerned, the amount of the Dispute and the basis therefore. If any amount or any portion of such amount or any item shown in an invoice is disputed by the paying Party, such Party shall pay the undisputed amount of the invoice in accordance with Section 13.2 (a) of this Contract.
- (ii) In the event of a Dispute, either Party may seek resolution of the Dispute in accordance with Section 19 of the contract.
- (iii) Upon the resolution of the Dispute, any amount determined to be owing which has not been paid or are determined to have been improperly paid and are to be repaid, as the case may be, shall be paid by the owing Party to the other Party within 15 (fifteen) Business Days of the resolution of the Dispute.

(c) BPDB Security

BPDB Letter of Credit

- (A) Within 25 (twenty five) Business Day after the Commercial Operations Date, BPDB shall cause Sonali Bank or any other scheduled bank (the "Issuing Bank") to issue and provide to the Company the BPDB Letter of Credit, which shall have an initial term which is not less than 1 (one) year and shall provide for annual renewal by the Issuing Bank immediately prior to each relevant expiry date for further period(s) of one year each until the last Day of the Term. Immediately upon each such renewal, the Issuing Bank shall confirm to BPDB that such renewal has occurred.
- (B) The amount of the BPDB Letter of Credit shall be equal to 02 (two) month Tariff Payment at a monthly 4052 MWh energy rate.
- (C) The BPDB Letter of Credit shall permit presentation at a bank located in Dhaka, Bangladesh.
- (D) The BPDB Letter of Credit shall provide for draws by the Company for the purposes of

Section 13.2(a) in immediately available funds for any amounts due to the Company under this Agreement less any amounts disputed by BPDB, upon presentation of a certificate of any authorized officer of the Company stating that:

(1) Amounts shown in the invoice accompanying the certificate are due and payable by BPDB to the Company under this Agreement; and

(2) An invoice for such amount has been delivered to BPDB in accordance with this Agreement and either.

(a) No amount shown in the invoice has been disputed by BPDB; or

(b) A portion of the amount shown in the invoice has been disputed by BPDB, identifying such disputed amount.

The certificate shall be accompanied by the relevant invoice delivered to BPDB and any Invoice Dispute Notice delivered to the Company by BPDB.

(E) The BPDB Letter of Credit shall be reinstated to the BPDB Letter of Credit Amount (as at the most recent BPDB Letter of Credit Adjustment Day or, prior to the first BPDB Letter of Credit Adjustment Day, as at the Commercial Operations Date) within 15 (fifteen) Business Days of any draw thereon by the Company.

19.8. Insurance Related Clause of the Solar Projects

Power Purchase Agreement of TSL

SECTION 14

INSURANCE

14.1 Maintenance of Insurance Policies

The Company at its sole cost and expense shall obtain and maintain or cause to be obtained and maintained, as and when appropriate for the policies to be in place depending upon the purpose and coverage of the following insurance during the Term in accordance with Section 6.6 of Implementation Agreement:

(a) Insurance during Construction Period (Prior to Commercial Operations Date)

i) Cargo Insurance during Transport

Covering loss of damage occurring while in Transit from the contractor's or Subcontractor's works or stores until arrival at the site, to the plant (including spare parts therefore) and to the Contractor's Equipment.

ii) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the site, occurring prior to completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of loss or Damage during the defect liability period while the contractor is on the site for the purpose of performing its obligations during the defect liability period.

b) Insurance during the Operational Period (After Commercial Date)

Shall include all building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the Facility against "All Risks" of physical loss or damage, including (but not limited to) those resulting from fire, lightning, explosion, spontaneous combustion, storm, hailstorm, wind, tempest, flood, hurricane, water damage, riot, strikes, malicious damage, earthquake, tsunami, collapse and/or loss of contents of tanks. This insurance will cover full reOffer value of the facility.

c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties including the employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

d) Other Insurance

Such other insurance like Automobile Liability Insurance, Worker's Compensation, employer's liability etc. as may be specifically agreed upon by the parties.

Implementation Agreement of TSL

Section 6

Liability; Indemnification and Insurance

6.5 Maintenance of Insurance Policies

The Company shall obtain and maintain insurance from Sadharan Bima Corporation in accordance with Section 14 of the Power Purchase Agreement. If and to the extent that the GOB can be named as an additional insured on any fire, perils, casualty, and liability insurance policies covering the Facility, the GOB shall be so named by the Company; provided, that the GOB shall agree to subordinate its interest in all such policies (except general liability coverage) to the interests of the Lenders therein.

6.6 Exemption from National Insurance

(a) The Company may obtain insurance from Sadharan Bima Corporation.

(b) If BPDB needs to purchase any insurance by itself under the Power Purchase Agreement it shall be obtained from Sadharan Bima Corporation according to the Insurance Corporation Act, 1973 as amended by the Ordinance No. L1 of 1984, (Substitution of section 23, Act VI of 1973).

(c) The company will not be allowed to procure insurance & reinsurance from insurance companies outside Bangladesh unless a certificate has been obtained from Insurance Development & Regulatory Authority (IDRA) to the effect that the risk cover cannot be insured in Sadharan Bima Corporation.

Power Purchase Agreement of KSL

SECTION 14

INSURANCE

14.1 Maintenance of Insurance Policies

The Company at its sole cost and expense shall obtain and maintain or cause to be obtained and maintained, as and when appropriate for the policies to be in place depending upon the purpose and coverage of the following insurance during the Term in accordance with Section 6.6 of Implementation Agreement:

(a) Insurance during Construction Period (Prior to Commercial Operations Date)

i) Cargo Insurance during Transport

Covering loss of damage occurring while in Transit from the contractor's or Subcontractor's works or stores until arrival at the site, to the plant (including spare parts therefore) and to the Contractor's Equipment.

ii) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the site, occurring prior to completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of loss or Damage during the

defect liability period while the contractor is on the site for the purpose of performing its obligations during the defect liability period.

b) Insurance During the Operational Period (After Commercial Date)

Shall include all building contents, machinery, stock, fixtures, fittings and all other personal property forming party of the Facility against "All Risks" of physical loss or damage, including (but not limited to) those resulting from fire, lightning, explosion, spontaneous combustion, storm, hailstorm, wind, tempest, flood, hurricane, water damage, riot, strikes, malicious damage, earthquake, tsunami, collapse and/or loss of contents of tanks. This insurance will cover full reOffer value of the facility.

c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties including the employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities

d) Other Insurance

Such other insurance like Automobile Liability Insurance, Worker's Compensation, employer's liability etc. as may be specifically agreed upon by the parties

Implementation Agreement of KSL

Section 6

Liability; Indemnification and Insurance

6.5 Maintenance of insurance Policies

The Company shall obtain and maintain insurance from Sadharon Bima Corporation in accordance with Section 14 of the Power Purchase Agreement. If and to the extent that the GOB can be named an additional insured on any fire, perils, casualty, and liability insurance policies covering the Facility the GOB shall be so named by the Company; provided, that the GOB shall agree to subordinate its interest in all such policies (except general liability coverage) to the interests of the lenders therein

6.6 Exemption from National Insurance

(a) The Company shall obtain and maintain insurance from Sadharan Bima Corporation.

(b) It BPDB needs to purchase any insurance by itself under the Power Purchase Agreement is all be obtained from Sadharan Bima Corporation according to the Insurance Corporation Act, 1973 as amended by the Ordinance No. L1 of 1984, (Substitution of section 23, Act VI of 1973)

(c) The company will not be allowed to procure insurance & reinsurance from insurance companies outside Bangladesh unless a certificate has been obtained from Insurance Development & Regulatory Authority (IDRA) to the effect that the risk cover cannot be insured in Sadharan Bima Corporation.

19.9. Board Resolution Regarding Corporate Guarantee for the Proposed Issue

BANGLADESH EXPORT IMPORT COMPANY LTD.

17 DHANMONDI, ROAD NO.2

DHAKA-1205

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS'

A meeting of the Board of Directors of Bangladesh Export Import Company Ltd. was held on Tuesday, the 8th June, 2021 at 3.30 p.m. at the Company's Registered Office, at 17, Dhanmondi, Road No.2, Dhaka-1205.

The following Directors were present:

1. Mr. Salman F Rahman
2. Mr. Iqbal Ahmed
3. Mr. O. K. Chowdhury
4. Mr. A B Siddiqur Rahman
5. Ms. Reem H. Shamsuddoha
6. Mr. Masud Ekramullah Khan
7. Mr. Shah Monjurul Hoque

In attendance

Mr. Mohammad Asad Ullah

Executive Director & Company Secretary

In absence of Mr. A S F Rahman, Chairman of the Board of Directors Mr. Salman F Rahman, Vice-Chairman of the Board of Directors, presided over the meeting.

ITEM-1

The Board was informed that the Company may provide a Corporate Guarantee to Beximco Green-Sukuk Trust for issuance of Islamic Shariah Compliant Beximco Green-Sukuk Al Istisna for BDT 30 billion (Taka Thirty Billion) by Bangladesh Export Import Company Limited as a parent entity for the purpose of construction of the solar projects of Teesta Solar Limited and Korotoa Solar Limited, the two subsidiaries

of Beximco Power Company Limited and financing and refinancing the machinery and equipment required for expansion of Beximco Ltd's Textile division.

The Board discussed the matter in details and agreed to provide the said guarantee and passed the following resolutions unanimously:

- (i) "Resolved that a Corporate Guarantee be provided by the Company to Beximco Green-Sukuk Trust for issuance of Islamic Shariah Compliant Beximco Green-Sukuk Al Istisna for BDT 30 billion (Taka Thirty Billion) by Bangladesh Export Import Company Limited as a parent entity for the purpose of construction of the solar projects of Teesta Solar Limited and Korotoa Solar Limited, the two subsidiaries of Beximco Power Company Limited and financing and refinancing the machinery and equipment required for expansion of Beximco Ltd's Textile division."

There being no other business, the meeting ended with vote of thanks to the Chair.

Sd/-

(SALMAN F RAHMAN)

CHAIRMAN

19.10. Board resolution of the originator regarding appointment of Trustee

BANGLADESH EXPORT IMPORT COMPANY LTD.

17 DHANMONDI, ROAD NO.2

DHAKA-1205

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS'

A meeting of the Board of Directors of Bangladesh Export Import Company Ltd. was held on Thursday, the 11th March, 2021 at 11.00 a.m. at the Company's Registered Office, at 17, Dhanmondi, Road No.2, Dhaka-1205.

The following Directors were present:

1. Mr. Salman F Rahman
2. Mr. Iqbal Ahmed
3. Mr. O. K. Chowdhury
4. Mr. A B Siddiqur Rahman
5. Ms. Reem H. Shamsuddoha
6. Mr. Masud Ekramullah Khan
7. Mr. Shah Monjurul Hoque

In attendance

Mr. Mohammad Asad Ullah

Executive Director & Company Secretary

In absence of Mr. A S F Rahman, Chairman of the Board of Directors Mr. Salman F Rahman, Vice-Chairman of the Board of Directors, presided over the meeting.

ITEM-1

The Board was informed that Investment Corporation of Bangladesh (ICB) may be appointed as Trustee to the issue of Islamic Shariah Compliant Beximco Green-Sukuk Al Istisna for BDT 30 billion (Taka Thirty Billion) by Bangladesh Export Import Company Limited for the purpose of construction of the solar projects of Teesta Solar Limited and Korotoa Solar Limited, the two subsidiaries of Beximco Power

Company Ltd and financing and refinancing the machinery and equipment required for expansion of Beximco Ltd's Textile division.

The Board discussed the matter in details and passed the following resolutions unanimously:

- (i) "Resolved that Investment Corporation of Bangladesh (ICB) be and is hereby appointed as Trustee to the issue of Islamic Shariah Compliant Beximco Green-Sukuk Al Istisna for BDT 30 billion (Taka Thirty Billion) by Bangladesh Export Import Company Limited for the purpose of construction of the solar projects of Teesta Solar Limited and Korotoa Solar Limited, the two subsidiaries of Beximco Power Company Limited and financing and refinancing the machinery and equipment required for expansion of Beximco Ltd's Textile division."

As there was no other matter to be discussed, the meeting ended with a vote of thanks to the Chair.

Sd/-

(SALMAN F RAHMAN)

CHAIRMAN

19.11. Due diligence certificate of the trustee

Annexure-II

DUE DILIGENCE CERTIFICATE OF THE TRUSTEE

[rule 3(1)(m), 4(1)(c) and 4(2) (a)]

To

The Bangladesh Securities and Exchange Commission

Sub: Issuance of 300,000,000 Sukuk of Tk. 30,000,000,000.00 (face value Tk. 100 each) of Beximco Green-Sukuk Al Istisna of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

We, the under-noted trustee to the above-mentioned forthcoming issue, state as follows:

1. We, while act as trustee to the above-mentioned issue on behalf of the investors, have examined the draft Information Memorandum, legal and other documents and materials as relevant to our decision; and
2. On the basis of such examination and the discussions with the issuer, its directors and officers, and other agencies; independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the issuer.

WE CONFIRM THAT:

- (a) All information and documents as are relevant to the issue have been received and examined by us and the draft IM, draft deed of trust and draft subscription agreement forwarded to the Commission has been approved by us;
- (b) We have also examined all the schedules of the assets to be transferred with the trust and are satisfied that the assets bear the value, title as disclosed in the IM;
- (c) While examining the above documents, we find that all the requirements of

the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 have been complied with;

- (d) We shall act as trustee to the issue as mentioned above as per provisions of the deed of trust to be executed with the issuer or the originator, as applicable and shall assume the duties and responsibilities as described in the deed of trust and in the IM;
- (e) We shall also abide by the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 and conditions imposed by the Commission as regards of the issue; and
- (f) The above declarations are unequivocal and irrevocable.

For Trustee

Sd/-

Md. Abul Hossain

Managing Director

Investment Corporation of Bangladesh

19.12. Declaration about the responsibility of the directors, including the CEO of the originator in respect of the information memorandum

Annexure-I

DECLARATION ABOUT THE RESPONSIBILITY OF THE DIRECTOR(S), INCLUDING THE CEO OF
“BANGLADESH EXPORT IMPORT COMPANY LIMITED” IN RESPECT OF THE PROSPECTUS

[Rule 4(1) (d)]

This prospectus has been prepared, seen and approved by us, and we, individually and collectively, accept full responsibility for the authenticity, accuracy and adequacy of the statements made, information given in the prospectus, documents, financial statements, exhibits, annexes, papers submitted to the Commission in support thereof, and confirm, after making all reasonable inquiries that all conditions concerning this public issue and prospectus have been met and that there are no other information or documents, the omission of which make any information or statements therein misleading for which the Commission may take any civil, criminal or administrative actions against any or all of us as it may deem fit.

We also confirm that full and fair disclosures have been made in this prospectus to enable the investors to make a well informed decision for investment.

Sd/-
A S F Rahman
Chairman

Sd/-
Salman F Rahman
Vice Chairman

Sd/-
Iqbal Ahmed
Director

Sd/-
O K Chowdhury
Director

Sd/-
A B Siddiqur Rahman
Director

Sd/-
Reem H. Shamsuddoha
Director

Sd/-
Masud Ekramullah Khan
Independent Director

Sd/-
Shah Monjurul Hoque
Independent Director

Date: April 25, 2021

Place: Dhaka

19.13. Due diligence certificate of the Issue Manager(s)

Annexure-III
Due diligence certificate to be furnished by issue manager(s) in the
information memorandum
[rule 4(2)(a)]

To
The Bangladesh Securities and Exchange Commission

Sub: Issuance of 75,000,000 Sukuk of Tk. 7500,000,000.00 (face value Tk. 100 each) of Beximco Green-Sukuk Al Istisna of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

Dear Sir,

We, the issue manager(s) to the above-mentioned forthcoming issue, state and confirm as follows:

(1) We have examined all the documents submitted with the application for the above-mentioned issue, visited the premises of the originator and interviewed the chairperson, directors and key management personnel of the issuer originator in connection with the finalization of the information memorandum pertaining to the said issue;

(2) On the basis of such examination and the discussions with the directors, officers and auditors of the originator, other agencies, independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the originator.

WE CONFIRM THAT:

(a) The information memorandum filed with the Commission is in conformity with the documents, materials and papers relevant to the issue;

(b) All the legal requirements relating to the issue as also in the rules, notification, guidelines, instructions, etc. framed/issued by the Commission, other competent authorities in this behalf and the government have been duly complied with;

(c) The disclosures made in information memorandum are true, fair and adequate to enable the investors to make a well informed decision for investment in the proposed issue and such disclosures are in accordance with the requirements of the Companies Act, 1994, the Trust Act, 1882, the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 and other applicable laws;

(d) Besides ourselves, all the intermediaries named in the information memorandum are registered with the Commission and till date such registrations are valid;

(e) We have satisfied ourselves about the capability of the underwriters to fulfil their underwriting commitments;

(f) The proposed activities of the originator for which the funds are being raised in the present issue fall within the 'main objects' listed in the object clause of the Memorandum of Association or other

charter of the originator and that the activities which have been carried out till now are valid in terms of the object clause of its Memorandum of Association;

(g) Necessary arrangements have been made to ensure that the moneys to be received pursuant to the issue shall be kept in a separate bank account and shall be used for the purposes disclosed in the use of proceeds section of the information memorandum;

(h) All the applicable disclosures mandated in the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 have been made in addition to other disclosures which, in our view, are fair and adequate to enable the investor to make a well-informed decision;

(i) We enclose a note explaining how the process of due diligence has been exercised by us in view of the nature of current business background or the originator, situation at which the proposed business stands, the risk factors, sponsors experiences etc. We also confirm that the due diligence related process, documents and approval memos shall be kept in record by us for the next 5 (five) years after the issue of securities for any further inspection by the Commission;

(j) We enclose a checklist confirming rule-wise compliance with the applicable provisions of the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 containing details such as the rule number, its text, the status of compliance, page numbers of the information memorandum where the rules has been complied with and our comments, if any;

(k) We also declare that we have managed the issue of securities of the following issuers including originators in the last 05 (five) years:

Serial No.	Name of the Issue Month/Year	Issue Price	Dividend or Repayment History	Category, if listed
1.	Silco Pharmaceuticals Limited	BDT 10	10% Cash Dividend, 2020	A

Place: Dhaka

Date: 20 June, 2021

Sd/-

Md. Ershad Hossain

Managing Director & CEO

Annexure-III
Due diligence certificate to be furnished by issue manager(s) in the
Information memorandum
[rule 4(2)(a)]

To
The Bangladesh Securities and Exchange Commission

Sub: Issuance of 75,000,000 Sukuk of Tk. 7,500,000,000.00 (face value Tk. 100 each) of BEXIMCO Green Sukuk Al Istisna'a of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

Dear Sir,

We, the issue manager(s) to the above-mentioned forthcoming issue, state and confirm as follows:

(1) We have examined all the documents submitted with the application for the above-mentioned issue, visited the premises of the originator and interviewed the chairperson, directors and key management personnel of the issuer originator in connection with the finalization of the information memorandum pertaining to the said issue;

(2) On the basis of such examination and the discussions with the directors, officers and auditors of the originator, other agencies, independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the originator.

WE CONFIRM THAT:

(a) The information memorandum filed with the Commission is in conformity with the documents, materials and papers relevant to the issue;

(b) All the legal requirements relating to the issue as also in the rules, notification, guidelines, instructions, etc. framed/issued by the Commission, other competent authorities in this behalf and the government have been duly complied with;

(c) The disclosures made in information memorandum are true, fair and adequate to enable the investors to make a well informed decision for investment in the proposed issue and such disclosures are in accordance with the requirements of the Companies Act, 1994, the Trust Act, 1882, the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 and other applicable laws;

(d) Besides ourselves, all the intermediaries named in the information memorandum are registered with the Commission and till date such registrations are valid;

(e) We have satisfied ourselves about the capability of the underwriters to fulfil their underwriting commitments;

(f) The proposed activities of the originator for which the funds are being raised in the present issue fall within the 'main objects' listed in the object clause of the Memorandum of Association or other charter of the originator and that the activities which have been carried out till now are valid in terms of the object clause of its Memorandum of Association;

(g) Necessary arrangements have been made to ensure that the moneys to be received pursuant to the issue shall be kept in a separate bank account and shall be used for the purposes disclosed in the use of proceeds section of the information memorandum;

(h) All the applicable disclosures mandated in the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 have been made in addition to other disclosures which, in our view, are fair and adequate to enable the investor to make a well-informed decision;

(i) We enclose a note explaining how the process of due diligence has been exercised by us in view of the nature of current business background or the originator, situation at which the proposed business stands, the risk factors, sponsors experiences etc. We also confirm that the due diligence related process, documents and approval memos shall be kept in record by us for the next 5 (five) years after the issue of securities for any further inspection by the Commission;

(j) We enclose a checklist confirming rule-wise compliance with the applicable provisions of the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021 containing details such as the rule number, its text, the status of compliance, page numbers of the information memorandum where the rules has been complied with and our comments, if any;

(k) We also declare that we have managed the issue of securities of the following issuers including originators in the last 05 (five) years:

Serial No.	Name of the Issue Month/Year	Issue Price	Dividend or Repayment History	Category, if listed
1	Sonali Life Insurance Company	10.0	N/A	N

Place: Dhaka

Date: 20 June, 2021

Arundhati Mondal

Chief Executive Officer (Current Charge)

Agrani Equity & Investment Limited

DUE DILIGENCE CERTIFICATE BY THE UNDERWRITER(S)

[Rule 4 (2) (a)]

To

The Bangladesh Securities and Exchange Commission

Sub: Public Issue of 75,000,000 Sukuk of Tk. 7500,000,000.00 of Beximco Green-Sukuk Al Istisna'a of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

Dear Sir,

We, the under-noted Underwriter(s) to the above-mentioned forthcoming issue, state individually and collectively as follows:

1. We, while underwriting the above-mentioned issue on a firm commitment basis, have examined the draft prospectus, other documents and materials as relevant to our underwriting decision; and
2. On the basis of such examination and the discussions with the Originator, its directors and officers, and other agencies, independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the Originator.

WE CONFIRM THAT:

- (a) We are registered with the Bangladesh Securities and Exchange Commission as a merchant banker and eligible to carry out the underwriting activities. Our present paid-up capital stands at Tk 6,450,000,000(Taka Six hundred Forty Five crore) only and we have the capacity to underwrite a total amount of Tk 32,250,000,000 (Taka Three thousand Two Hundred Twenty Five crore) only as per relevant legal requirements. We have committed to underwriter for up to Tk 250,000,000 (Twenty Five Crore) only for the upcoming issue.
- (b) At present, the following underwriting obligations are pending for us:

Sl. No.	Name of The Company	Amount Underwritten (in BDT)
1.	Chartered Life Insurance Company Ltd.	13,125,000.00

- (c) All information as are relevant to our underwriting decision have been received by us and the draft prospectus forwarded to the Commission has been approved by us;
- (d) We shall subscribe and take up the un-subscribed securities against the above-mentioned public issue within 15 (fifteen) days of calling up thereof by the Originator and
- (e) This underwriting commitment is unequivocal and irrevocable.

For the Underwriter:

Sd/-

Sheikh Ashraf Haque

Chief Executive Officer

AB Investment Limited

Date:

DUE DILIGENCE CERTIFICATE BY THE UNDERWRITER(S)

[Rule 4 (2) (a)]

To

The Bangladesh Securities and Exchange Commission

Sub: Public Issue of 75,000,000 Sukuks of Tk. 7500,000,000.00 of Beximco Green-Sukuk Al Istisna'a of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

Dear Sir,

We, the under-noted Underwriter(s) to the above-mentioned forthcoming issue, state individually and collectively as follows:

3. We, while underwriting the above-mentioned issue on a firm commitment basis, have examined the draft prospectus, other documents and materials as relevant to our underwriting decision; and
4. On the basis of such examination and the discussions with the Originator, its directors and officers, and other agencies, independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the Originator.

WE CONFIRM THAT:

- (f) We are registered with the Bangladesh Securities and Exchange Commission as a merchant banker and eligible to carry out the underwriting activities. Our present paid-up capital stands at BDT 500 Mn and we have the capacity to underwrite a total amount of BDT 2,500 Mn as per relevant legal requirements. We have committed to underwrite for up to BDT 250 Mn only for the upcoming issue.
- (g) At present, the following underwriting obligations are pending for us:

Sl. No.	Name of The Company	Amount Underwritten (in BDT)
1.	Ratanpur Steel Re-Rolling Mills Ltd.	10.50 Mn

2.	Three Angle Marine Ltd.	30 Mn
3.	Infinity Technology International Ltd.	10 Mn
4.	Union Bank Limited	250 Mn
Total		300.50 Mn

- (h) All information as are relevant to our underwriting decision have been received by us and the draft prospectus forwarded to the Commission has been approved by us;
- (i) We shall subscribe and take up the un-subscribed securities against the above-mentioned public issue within 15 (fifteen) days of calling up thereof by the Originator and
- (j) This underwriting commitment is unequivocal and irrevocable.

For the Underwriter:

Sd/-

Chief Executive Officer

AIBL Capital Management Limited

Date:

DUE DILIGENCE CERTIFICATE BY THE UNDERWRITER(S)

[Rule 4 (2) (a)]

To

The Bangladesh Securities and Exchange Commission

Sub: Public Issue of 75,000,000 Sukuk of Tk. 7500,000,000.00 of Beximco Green-Sukuk Al Istisna'a of Bangladesh Export Import Company (BEXIMCO) Limited Ltd.

Dear Sir,

We, the under-noted Underwriter(s) to the above-mentioned forthcoming issue, state individually and collectively as follows:

5. We, while underwriting the above-mentioned issue on a firm commitment basis, have examined the draft prospectus, other documents and materials as relevant to our underwriting decision; and
6. On the basis of such examination and the discussions with the Originator, its directors and officers, and other agencies, independent verification of the statements concerning objects of the issue and the contents of the documents and other materials furnished by the Originator.

WE CONFIRM THAT:

- (k) We are registered with the Bangladesh Securities and Exchange Commission as a merchant banker and eligible to carry out the underwriting activities. Our present paid-up capital stands at Tk 5,000,000,000 and we have the capacity to underwrite a total amount of Tk 25,000,000,000 as per relevant legal requirements. We have committed to underwrite for up to BDT 1,000,000,000 only for the upcoming issue.
- (l) At present, the following underwriting obligations are pending for us:

Sl. No.	Name of The Company	Amount Underwritten (in BDT)
1.	N/A	-

- (m) All information as are relevant to our underwriting decision have been received by us and the draft prospectus forwarded to the Commission has been approved by us;
- (n) We shall subscribe and take up the un-subscribed securities against the above-mentioned public issue within 15 (fifteen) days of calling up thereof by the Originator and
- (o) This underwriting commitment is unequivocal and irrevocable.

For the Underwriter:

Sd/-

(Arundhati Mondal)

Chief Executive Officer (Current Charge)

Agrani Equity & Investment Limited

Date:

19.15. Final Approval letter for the Structure of the Beximco Green-Sukuk

Ref: Beximco-SSB/Sukuk/2021-07/01

Date: July 07, 2021

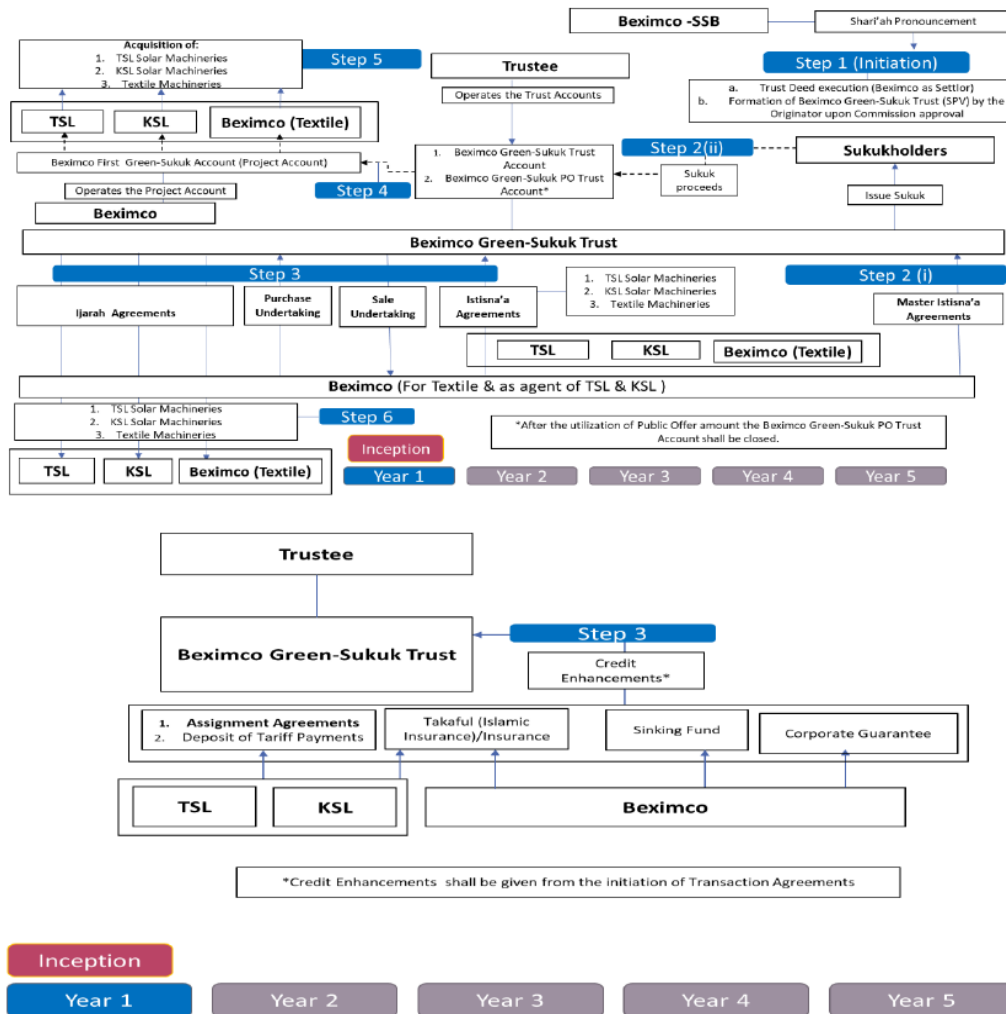
Mr. Osman Kaiser Chowdhury
 Managing Director
 Bangladesh Export Import Company Limited
 17 Dhanmondi R/A
 Road No. 2, Dhaka-1205

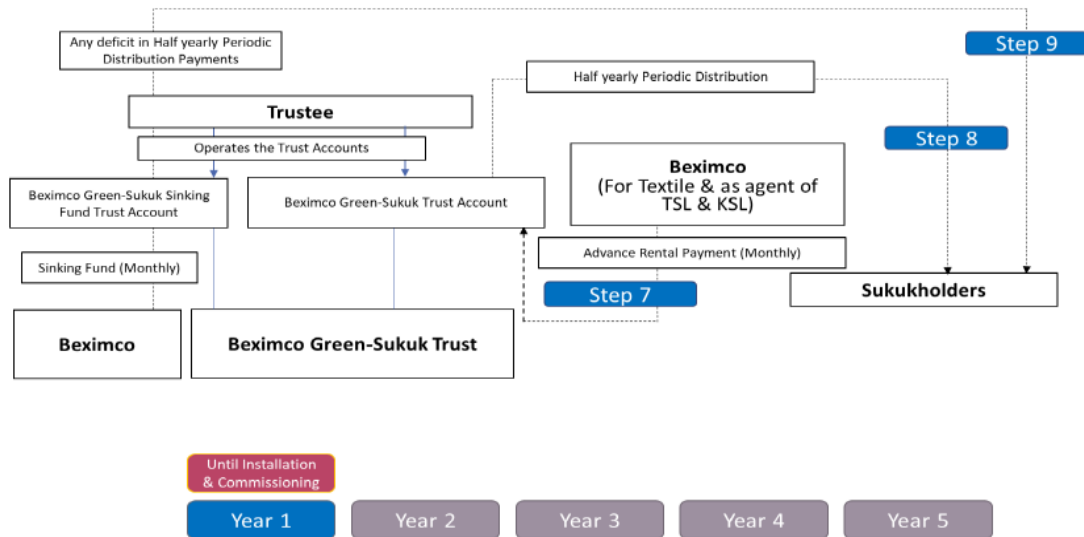
Sub: Approval letter for the proposed sukuk structure of BEXIMCO Green Sukuk of BDT 30 billion

Dear Sir,

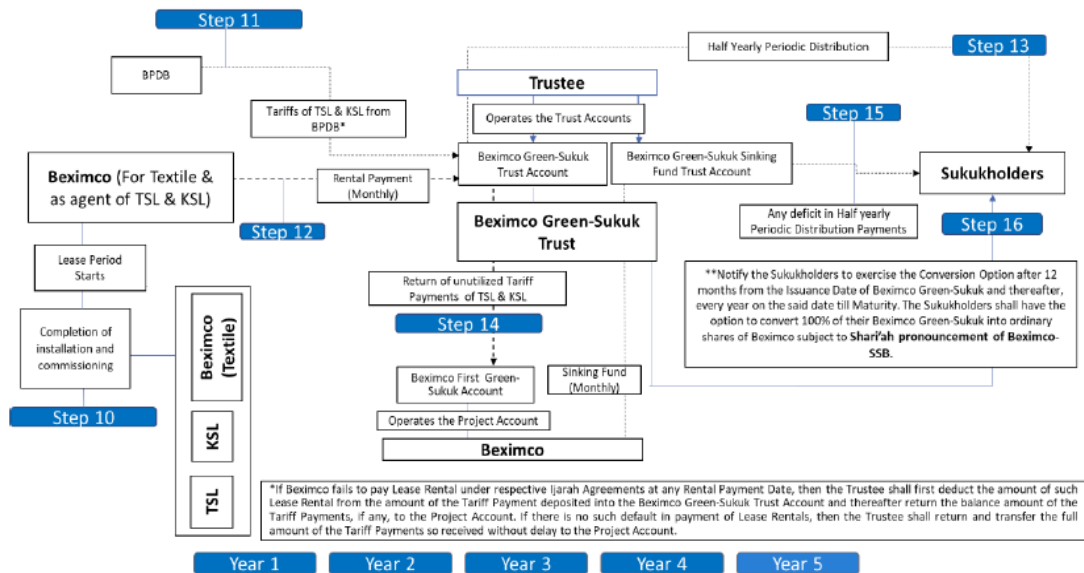
In the name of Allah, the Most Gracious, the Most Merciful. This is to inform you that we have examined the final structure of the BEXIMCO Green Sukuk of BDT 30 billion, which is provided below.

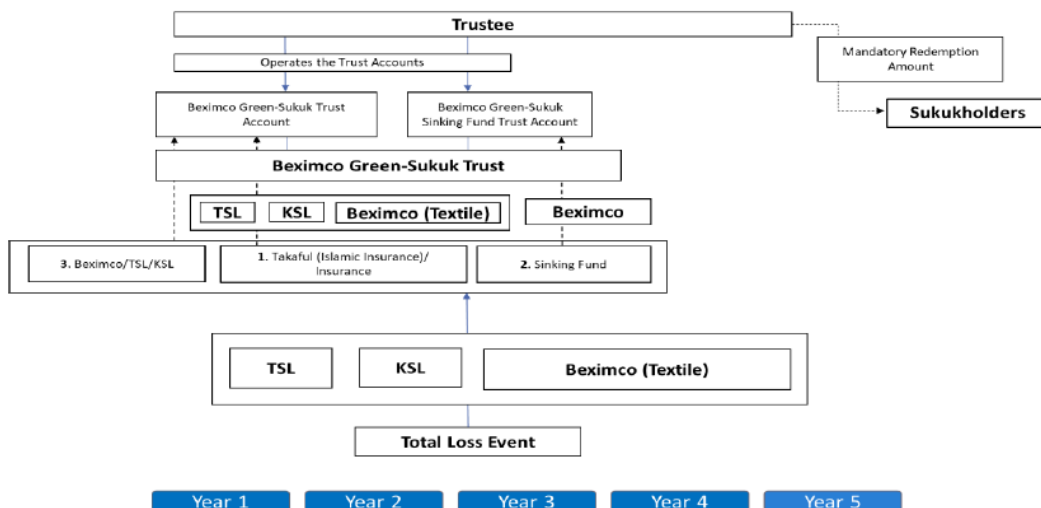
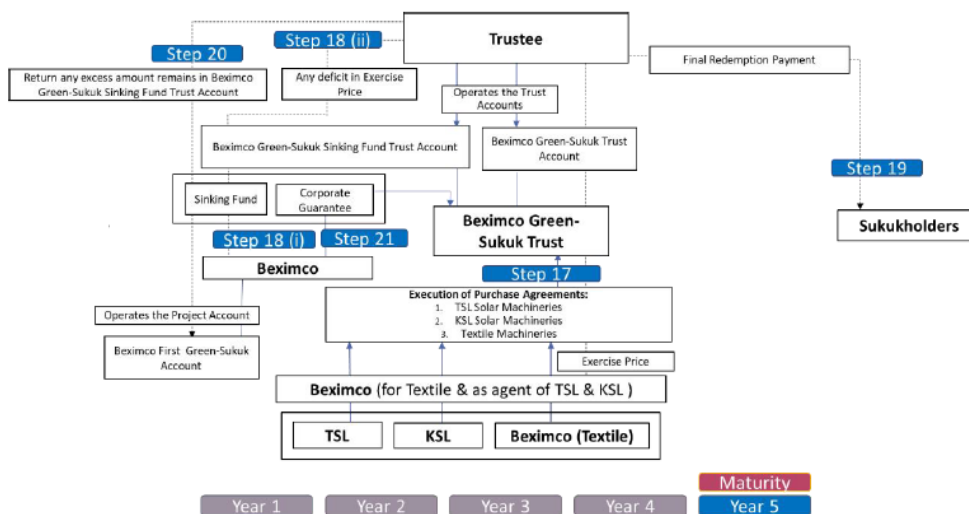
Inception- procurement period of Machineries & construction of the projects





Post Completion of the Assets and maturity









We have conducted our review to form the final opinion as to whether the sukuk structure has complied with the Shari’ah Rules and Principles as well as the specific fatwas, rulings and guidelines issued by us. After a detailed examination of the final sukuk structure, we have come to the opinion that it is in compliance with the Shari’ah Principles. Therefore, we hereby approve the provided sukuk structure of BEXIMCO Green Sukuk Al Istisna’a.

Sincerely Yours,

Sl.	Name	Signature	Date
1.	Dr. Md. Anwar Hosain Molla		07/07/2021

2.	Mawlana Shah Mohammad Wali Ullah		07/07/2021
3.	Dr. Md. Mahabbat Hossain CIPA, CSAA, DIB (IIBI, UK)		07/07/2021
4.	Mr. Md. Fariduddin Ahmed		07/07/2021
5.	Prof. Dr. Muhammad Yousuf Ibn Hossain	Dr. Muhammad Yousuf Ibn Hossain	07/07/2021
6.	Mr. Mezbah Uddin Ahmed MIBF, FCCA, CIPA, CSAA	Mezbah Uddin Ahmed	07/07/2021
7.	Mr. Abul Quassem Md. Safiullah		07/07/2021

Shari'ah Supervisory Board


19.16. Authentication Certificate (Provisional) for the Draft Structure for the Beximco Green-Sukuk


Authentication Certificate


This authentication certificate is presented to:


BEXIMCO LIMITED for the **BEXIMCO Green Sukuk of BDT 30 billion** by
the Shari'ah Supervisory Board. The sukuk features, structure and legal deeds are in compliant with the Shari'ah Rulings and Principles as well as the specific fatwas, rulings and guidelines issued by the Shari'ah Supervisory Board.


The Shari'ah Supervisory Board

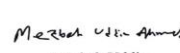

Dr. Md. Anwar
Hosain Molla



Mawlana Shah
Mohammad Wali
Ullah


Dr. Md. Mahabbat
Hossain


Md. Fariduddin
Ahmed


Prof. Dr.
Muhammad
Yousuf Ibn
Hossain


Mezbah Uddin
Ahmed


Abul Quasem
Md. Safiullah

19.17. Detailed Description and information As per Schedule-A (Part-I and Part-II) As
Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021:

Schedule A(Part I)

Particulars of Originator	
Name of the Originator/Obligor	: Beximco Limited
Name of the Issuer	: Bexmico Green-Sukuk Trust-SPV (upon approval from the commission)
Name of the Beneficiaries	: 1. Beximco Ltd. 2. Teesta Solar Lintied 3. Korotoa Solar Lintied
Legal Status of the Originator	: Incorporated as a public limited company on 19 th Septemebr, 1972 in Bangladesh under The Companies Act 1913 and commenced its business in the same year. The Company was listed with Dhaka Stock Exchange Limited and Chittagong Stock Exchange Limited in as a publicly traded company in 1989 and 1995 respectively. It is operating as BEXIMCO Group with its one subsidiary company
Registered address and telephone number of the Originator	: Registered address: 17, Dhanmondi Residential Area, Road No. 2, Dhaka – 1205 Telephone: +880-2-58611891, +880-2-58612040
Name, Address and telephone numbers of the contact person	: Md.Luthfor Rahman Chief Executive Officer 17, Dhanmondi Residential Area, Road No. 2, Dhaka – 1205 Phone: +880-2-58611891, +880-2-58612040 E-mail: Luthfor@beximco.net
Date of Incorporation	: 19 September 1972
Date of Commencement of Business	: 19 September 1972
Authorized Capital	: BDT 10,000,000,000
Paid-up Capital	: BDT 8,735,962,640
Total Equity of the Originator	: BDT 66,072,288,923
Amount of debt due from the Originator	: BDT 68,710,093,553
Total Assets	: BDT 134,782,382,476
Total Tangible Assets	: BDT 134,782,382,476
Net worth of the Originator	: BDT 66,072,288,923
Particulars of issue manager	
Name of the Issue Manager	: (i) City Bank Capital Resources Limited (CBCRL) (ii) Agrani Equity & Investment Limited
Legal status of the issue manager	: CBCRL has acquired full-fledged Merchant Banking License from the Bangladesh Securities and Exchange Commission (BSEC) in 2010 and started its full-fledged operation from 2011

		Agrani Equity & Investment Limited was incorporated on 16 March, 2010 and registered as merchant Bank with the Bangladesh Securities and Exchange Commission (BSEC).
Registered address and telephone number of the issue manager		Registered address: City Centre, 13 th Floor, Level-14, Unit ID: 13D, 90/1 Motijheel C/A, Dhaka-1000 Telephone: +88-02 9565911, +88-02 9575880
		Registered address: Swantex Bhaban (4th Floor), 9/I, Motijheel C/A, Dhaka-1000 Telephone: +02-9566670, +88-02-9568668
Name of the issue managed by the issue manager		Beximco Green-Sukuk al Istisna'a
Particulars of the issue		
Name of the issue		Beximco Green-Sukuk al Istisna'a
Type of Sukuk instrument to be issued	:	Secured, Convertible or Redeemable, Green-Sukuk Al Istisna
Purpose of the issue		Total BDT 7.50 Billion- <ul style="list-style-type: none"> • BDT 5.45 Billion- For construction of Teesta Solar Project of BDT 4.67 Billion and Korotoa Solar Project of BDT 0.78 Billion. • BDT 2.05 Billion- to finance and refinance (non-interest bearing) the machineries and equipment required for expansion of the Textile Division. All of these expenditures above consist of Payment of Public Offer Expense- BDT 0.13 Billion.
Number of securities and total size of the issue to be offered		Public Offer: 750,000,000 Total issue size: BDT 7,500,000,000
Face value and issue price of securities	:	Face value per Sukuk: BDT 100 Issue Price: BDT 100
Periodic Distribution Rate	:	Base Rate + Profit Margin Rate
Base Rate	:	9%
Profit Margin Rate	:	10% of the difference between Base Rate and annual dividend rate declared in the annual general meeting of the preceding year of Beximco.
Periodic Distribution Frequency		• Semi-annual
Tenor / Maturity	:	5 years
Conversion Option		The Sukukholders shall have the option to convert 100% of their Beximco Green-Sukuk into ordinary shares of Beximco subject to Shariah pronouncement of Beximco-SSB at least thirty five (35) days prior to such conversion regarding Shariah compliant status of shares of Beximco. Each Sukukholder shall have the option to convert up to 100% of the Beximco Green-Sukuk into ordinary shares of Beximco until Maturity as follows: <ol style="list-style-type: none"> 20% of total Beximco Green-Sukuk held by a Sukukholder shall be convertible per annum at the option of the said Sukukholder;

		<p>ii. Conversion Option can be exercised at a multiple of 5%, i.e. 5%, 10%, 15% and 20% per annum;</p> <p>iii. a single year's un-exercised Conversion Option can be carried forward to the subsequent years till Maturity and may be exercised along with current year's Conversion Option.</p> <p>For the purpose of conversion as stated above, Beximco Green-Sukuk shall be valued at face value</p>
Conversion Rate:		The conversion rate is 25% less than the weighted average market price of ordinary shares of Beximco in Dhaka Stock Exchange ("DSE") of twenty (20) trading days prior to the Record Date for Conversion.
Mode of redemption	:	If a Sukukholder does not exercise Conversion Option in full or in part on the Record Dates for Conversion including the last Record Date for Conversion, then such Sukukholder shall receive proportionate share of Final Redemption Payment in proportion to the Beximco Green-Sukuk held by such Sukukholder on the last Record Date for Conversion in one bullet payment. It is clarified that the date of Final Redemption Payment shall be the last Record Date for Conversion, which shall be the date of Maturity of Beximco Green-Sukuk.
Mode of option (call or put)		N/A
Rate of Return		9%+Profit Margin Rate
Applicable tax rate	:	As per tax laws of Bangladesh
Default Protection Mechanism		<p>Credit Enhancement:</p> <p>For Exercise Price:</p> <p>3. Assignment Agreements (From TSL & KSL)</p> <p>4. Sinking Fund (From Beximco)</p> <p>5. Corporate Guarantee (From Beximco)</p> <p>For Half Yearly Periodic Payments:</p> <p>6. Deposit of Tariff Payments (From TSL & KSL)</p> <p>7. Sinking Fund (From Beximco)</p> <p>Total Loss Event:</p> <p>8. Takaful/Insurance</p> <p>9. Sinking Fund</p>
Sinking Fund		Under Public Offer, the Originator shall deposit a maximum of BDT 1.25 crore (out of Total Sinking Fund Amount of BDT 5 Crore monthly) monthly into the Sinking Fund Trust Account till execution of the Purchase Agreements and payment of Exercise Prices, which shall be disbursed to the Sukukholders as Final Redemption Payment. With such disbursements to the Sukukholders, Beximco Green-Sukuk shall be fully redeemed.

	<p>The amount to be deposited into the Sinking Fund Trust Account shall be adjusted every year till execution of Purchase Agreements and payments of Exercise Prices subject to exercise of Conversion Option.</p> <p>If there is any excess amount in the Sinking Fund Trust Account after disbursement of Final Redemption Payment fully redeeming Beximco Green-Sukuk, the same shall be released and transferred to the Project Account within three (3) days of such payment. If any profit is accrued on the excess amount till the release and transfer, such profit shall be on account of Beximco, and till the same is released and transferred to the Project Account, such profit shall be held in trust for Beximco.</p> <p>Only after such release and transfer that the Trustee shall with prior written consent of Beximco close the Sinking Fund Trust Account.</p> <p>Prior to the first Rental Payment Date under the first Ijarah Agreement, Beximco shall commence the deposit in the Sinking Fund Trust Account.</p> <p>Any investment of the Sinking Fund by the Trustee shall be Shariah compliant and only upon written consent of Beximco in the best interest of the Sukukholders. Any profit from such investment shall be added to the Sinking Fund to form part of the same and such addition shall be calculated to determine the adjustment in the amount to be deposited into the Sinking Fund Trust Account.</p> <p>The Trustee shall prepare a periodic report on Sinking Fund every one hundred and twenty (120) days from the date of opening of the Sinking Fund Trust Account which shall include the amount deposited, profit to accrue or accrued, type and tenure of any investment of the Sinking Fund along with every one hundred and twenty (120) days bank statement of the Sinking Fund Trust Account (the "Sinking Fund Report").</p> <p>Within three (3) days of expiry of the one hundred and twenty (120) days period, the Trustee shall submit the Sinking Fund Report to Beximco.</p> <p>Beximco reserves the right to seek clarification or further information from the Trustee on the Sinking Fund Report including the investments and the Trustee shall accordingly provide such clarification or information without delay.</p>
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Event of Default		<p>If the Originator is in willful default in payments to the Sukukholders or obligations towards the Issuer for three (3) continuous installments or twelve (12) months under the Ijarah Agreements, whichever is earlier (an “Event of Default”), the control over the Sukuk Assets shall be transferred in full to the committee of Trustee and it shall take control over the Sukuk Assets, if required, to start the process of liquidation or any other reasonable approach, seeking a clarification from the concerned parties in writing thereof:</p> <p>Provided further that the Trustee shall immediately inform the Commission about such liquidation process or any other approach adopted and finally seek decision of the Commission.</p>	
Type of collateral securities being offered		Secured	
Status of securities holders in case of priority of payment		The Sukuk is backed by the machineries to be purchased for TSL, KSL & Textile Division of Beximco. All the Sukuk assets are Unencumbered and will be transferred to the Beximco Green-Sukuk Trust (SPV) without any legal impediment.	
Period within which securities to be issued	:	December 2021	
Nature of tradability or listing in the stock exchange(s)		<p>Each Beximco Green-Sukuk shall be tradable in the platforms of the stock exchanges in Bangladesh. Beximco-SSB shall issue Shariah pronouncement declaring tradability of Beximco Green-Sukuk as per AAOIFI Shariah Standards. However, any trading prior to or in the absence of Shariah pronouncement as stated above shall be at the Sukukholders own discretion. With the commencement of trade, each Beximco Green-Sukuk shall be transferable through the stock exchanges.</p>	
Particulars of the Trustee			
Name of the Trustee	:	Investment Corporation of Bangladesh	
Paid up capital of the Trustee	:	BDT 7,674,433,594	
Net worth of the Trustee	:	BDT 35,783,288,695	
Name of the issues where ICB is performing as trustee		Nature Of Fund	Number of Performing as Trustee
		Close-end	21

		Open-end	44
		Bond	3
		Debenture	4
		Total	72
Particulars of the credit rating company			
Name of credit rating company		Emerging Credit Rating Limited	
Credit rating status of the Originator:		Long Term: A Short Term: ST-2 Validity Date 26 April 2022	
Credit rating status of the issue	:	Issue Rating: A Validity Till: 27 April 2022	
Latest default rate of the credit rating company	:	0.1%	
Average Time to default		43	

Schedule A (Part II)

Sl. No.	Particulars	Remarks
a)	Certified Copy of Memorandum and Articles of Association of BEXIMCO Limited	Submitted
b)	Certified copy of Certificate of Incorporation of BEXIMCO Limited	Submitted
c)	Certified copy of particulars of directors (Form XII) of BEXIMCO Limited	Submitted
d)	Certified Copy of Return of Allotment of Shares (Form XV) of BEXIMCO Limited & Certified copy of Annual summary of Share Capital (Schedule X) of BEXIMCO Limited	Submitted
e)	Original Auditor's Report along with the Audited Financial Statements of BEXIMCO Limited as on 31 Dec 2020	Submitted
f)	Report on valuation of assets, if any, such valuation made in compliance with the provisions of guidelines issued by the Commission from time to time	N/A
g)	Details of outstanding debt securities or ABS or ISBS, if any	Submitted
h)	Purpose of issuance of securities and plan to use of proceeds thereof	Submitted
i)	Resolution of the board of directors or governing body or board of trustees or concerned authority deciding to issue securities (Bond, Debenture or ISBS or Sukuk or ABS or any debt securities)	Submitted
j)	Resolution of shareholders in the general meeting for issuance of securities with convertible/exchange option features, as applicable;	Submitted
k)	Copy of disclosures of price sensitive information, in case the issuer or originator is a listed company	Submitted
l)	Auditor's certificate in this regard attested by the Managing Director or Chief Executive Officer	Submitted
m)	Certified copy of vendor's agreement in case of capital raised in other than cash consideration	N/A
n)	Description of business of the originator	Submitted
o)	Latest credit rating report of the issue	Submitted

p)	Latest credit rating report of the originator, in case of public issue	Submitted
q)	No objection certificate, or clearance from regulatory authority(s) concerned, if required	N/A
r)	Draft Information Memorandum (IM) prepared as per Schedule 'B'	Submitted
s)	Draft Deed of Trust prepared as per schedule 'C'	Submitted
t)	Copy of the credit enhancement agreement (Corporate Guarantee from Beximco)	Submitted
u)	Declaration relating to covenants for rating trigger, if any and adoption of specific enforceable actions thereof	N/A
v)	Copy of registration certificate of the trustee by the Commission to act as trustee to the issue of Beximco Green-Sukuk	Submitted
w)	Due diligence certificate of the trustee as per Schedule 'D'	Submitted
x)	Repayment or payment schedule of Beximco Green-Sukuk	Submitted
y)	Undertaking of originator or guarantor(s) and its directors for obtaining CIB report from Bangladesh Bank	Submitted