Registration Form for Issuer

1. Company registration No ：

2. Tax registration No :

3. Name(L) ：

4. Name(E) ：

5. General Director Name(L) ：

6. General Director Name(E) ：

7. Address(L) ：

8. Address(E) ：

9. Phone No ：

10. Fax No ：

11. Email :

12. Contact person : The person who is in charge of this job

13. Company Website : www.

14. Established Date ：

15. Fiscal Month/Day/Year ：

16. Total Outstanding Shares ：

17. Registered Capital :

17-2. Partial payment(if any) :

18. Par value :

19. Total number of shareholders :

20. Nationality of Issuer：

|  |  |  |
| --- | --- | --- |
|  | The person In charge 1 | The person In charge 2 |
| Name |  |  |
| Department |  |  |
| Title | Director | employee |
| Telephone(C.P.) |  |  |
| Email |  |  |
| Fax |  |  |

12 / 10 / 2010

|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

※Attached Documents: (1 copy each)

1. A copy of Company registration Certificate

2. A copy of Certificate Seal

3. Tax registration Certificate

Registration Form for Stock

1. ISIN(Securities Code) ： (SECO)

2. Issue Name(L) ： (BCEL common stock)

3. Issue Name(E) ：

4. Symbol Code：(Unlisted company-null)

5. Short Code ：(Unlisted company-null)

6. Issuer No ： (5digit) 00001

7. Physical Stock：□ Yes □ No

8. Listing Type ：□ Listing □ Pre Listing □ Unlisted In Depository

9. Listing Date ： Jan 11, 2011

10. Stock Class ：□ Common Stock □ Preferred Stock □ Others

11. Stock Type ：□ registered □ bearer

12. Payment Status：

□ Full Payment(Total Amount : )

□ Non-Payment(Total Amount : )

□ Partial Payment(Total Amount : )

13. Delisting Date ：

14. Total Issued Share：

19. Issued Series : New Issue 1(When you issue the stock add 1

20. Issued share : New Issue Selling shares

21. Issuing Date : New Issue The day after the payment day

22. Issuing Price : New Issue

25. Par Value Type ：□ Par Value( KIP )

26. Conditions and reasons for Issuance : \* please addd more. describe before IPO(No par value or number of shares, etc)

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|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

※Attached Documents: (1 copy each)

1. Prospectus(Olny IPO case) 2. Article of Incorporation

3. Company Register Certificate 4. Shareholder’s Meeting minutes

5. A copy of Agreement with Underwriter

6. Global Stock Certificate

7. A Certificate of Subscription by Bank(Olny IPO case)

※Related Regulations

1. Depository article 4

Registration Form for Bond

1. ISIN(Securities Code) ：SECO

2. Issue Name(L) ： (BCEL common stock)

3. Issue Name(E) ：

4. Currency ： □ LAK □ USD

5. Issuer No ： (5digit)

6. Company Name(L) ：

7. Company Name(E) ：

8. Issued Series :

9. Issue Date ：

10. Maturity date(redemption date) :

11. Issue Method ：

□ Direct Public Issue □ Direct Public Issue □ Private Offering

12. Total Amount of Issuance :

13. Issue Rate：

14. Bond Class :

□ Government Bond □ Corporate Bond

□ Municipal Bond □ Special Bond

□ Convertible Bond □ Foreign Bond

15. Bond Sector :

□ Bond Issued By Corporation □ Bond Issued By central Government

□ Bond Issued By Municipal □ Bond Issued By NGO

16. Guarantor :

17. Guarantor Type

□ Guaranteed □ Partially Guaranteed

□ Collateral Secured □ Non-Guaranteed(Debenture)

□ Government Guaranteed

18. Physical Bond Issuance : □ Yes □ No

19. Bond Type ：□ registered □ bearer

20. Interest Payment Method：

□ Coupon Bond □ Discount Bond

21. Interest Rate :

22. Base of Interest Date ：

□ Date □ Last Day

23. Interest Base Date：

□ Issue Date □ Redemption Date

24. No of Method for Interest Accrual：

□ 1 □ 3 □ 6 □ 12

25. type of Daily Rate :

□ 360 □ 365

26. P&I Payment :

26-2. Deposit Designation Date :

31. Taxation :

□ Taxable □ Tax-Exempt

32. Conditions and reasons for Issuance :

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|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

※Attached Documents: (1 copy each)

1. Article of Incorporation 2. Company Register Certificate

3. Shareholder’s Meeting minutes (or BOD) 4. A copy of Agreement with Underwriter

5. Specimen of Securities (by types)

※Related Regulations

1. Depository article 4

Application form for Securities Registrant

1. ISIN(Securities Code) ：SECO

2. Serial Number :

2. Registrant Name：

3. Nationality(country code)：

4. Identification(ID)：

5. Registrant Address ：

6. Classification： □ Individual □ Corporation □ governent

7. Registered Quantity :

8. Phone No ：

9. Email Address ：

10. Memo ：

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Applicant Signature

Official Seal Submit form

**To : Lao Securities Exchange**

|  |
| --- |
| **Official Seal** |
|  |

( Company Name ) confirms that the above seal is our company’s official seal. We submits this seal for the use of securities depository matters. In case where the above seal is stamped, ( Company Name ) confirms that all responsibilities belong to ( Company Name ).

/ Dec / 2010

000 Co. (Company Name)

General Director (Seal Impression)

Attached file

A copy of official seal issuing

Change Report

|  |  |  |
| --- | --- | --- |
| Classification | Before | After |
| Company Name |  |  |
| Correspondent bank |  |  |
| Correspondent Account No. |  |  |
| General Director |  |  |
| Company registration No |  |  |
| Address |  |  |
| Official Seal  (Name change, General Director change, etc) |  |  |

/ Dec / 2010

000 Co. (Company Name)

General Director (Seal Impression)

Attachments : Related documents

Application for Safe Custody

1. Issuer Name :

2. ISIN(Securities Code) ：

3. Applicant

Name ：

ID ：

4. Nominee (Owner of shares)

Name ：

ID ：

3. Registrant Name :

3. Denomination : (if applicable)

4. Applied No. of share :

5. Applied Quantity :

7. Safe Custody Reason :

8. Account No ： 000 Securities Co. \*\*\*-\*\*\*-\*\*\*

9. Account Name :

10. Custody Period : ： From To

11. Investor Type ： □ Own □ Customer

※ Number of documents : Two(2) \* one for LSX and one for sealed Document confirmation

Receipt Date : \_\_\_\_ /\_\_\_\_ /\_2010

Applicant(Owner) Signature(Seal)

\* Listing department doesn’t apply the safe custody for government.

\* Employees apply for safe custody by Lao Law. Lsx will collect that information from Securities company

Allocation Result Report Form

**To : Lao Securities Exchange(Settlement and Depository Department)**

**Subject : Auction result for IPO.**

We would like to inform you about our company’s auction result for IPO as follows.

1. subscription method : Auction
2. Offering shares :
3. Summary of Selling

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Depositor Name(Securities company name) | Allocation Result | | | | Remarks |
| Proprietary  (Own) | Customer | Total | Total Subscription Amount |
| Lanexang Sec.co |  |  |  |  |  |
| BCEL-KT Sec. co |  |  |  |  |  |
| Total |  |  |  |  |  |

Attachment : New share allocation list(excel file)

\* Securities company will provide this file

12 / 10 / 2010

|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

Increase Capital with consideration schedule notification Form

Issuer Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Base Date | dd/mm/yyyy | Issuer No | |  | |
| Type of Capital Increase | □ Shareholders Allocation □ 3rd Party Allocation □ Public Offering | | | | |
| Subsctiption Period | dd/mm/yyyy ~ dd/mm/yyyy | | | | |
| Payment Date | dd/mm/yyyy | | Deposit Date | | dd/mm/yyyy |
| Listing Date | dd/mm/yyyy | | Public Offering Cancelled | | □ Yes □ No |
| Processing Type | □ Input/Correction □ Delete | | | | |

Issue Information

|  |  |  |
| --- | --- | --- |
|  | Common Stock | Preferred Stock |
| Issued Share Code |  |  |
| No of Expected Share |  |  |
| Issue Price |  |  |
| Allocation Rate |  |  |
| Expected Issue Code |  |  |

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|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

Deposit-Eligible Securities Designation Form

**To : Lao Securities Exchange**

( Company Name ) would like to apply for depository-eligible securities designation by the Lao Securities Exchange Depository Regulation article 3

1. The reason for application : to protect lost or stolen securities and manage the shareholder business efficiently.
2. The company and stock issuing matters

□ Company establishment date :

□ General Director :

□ Fiscal year end :

□ Total amount of issued shares :

□ Paid-in capital :

□ Par value :

□ Total number of shareholders :

□ Public offering date :

□ Public offering amount :

□ Issuing price :

1. Stock Issuing

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Issuing series | Type of share | Total issued shares | Issuing date | remarks |
|  |  |  |  |  |
|  |  |  |  |  |

Attachment

1. A copy of AOI
2. A copy of company registration Certificate
3. A copy of Certificate seal
4. Tax registration Certificate

12 / 10 / 2010

|  |  |
| --- | --- |
| Name of Company  Representative Director (or Representative)  Address: | Seal Impression  On Certificate of Seal Impression |
|  |  |

**Securities Transfer Agent Services Agreement (the “Agreement” )**

**ABC**  (hereinafter referred to as “Party A”) and the Lao Securities Exchange (the “LSX”) (hereinafter referred to as “Party B”) hereby agree to the following and conclude this Agreement for the entrustment of Transfer Agent Services.

Party A and Party B may individually be referred to as a “Party” and collectively as the “Parties”

**Article 1 (Scope of Entrustment)**

Party A hereby appoints Party B as its Transfer Agent and entrusts the execution of following works (the “entrusted works”):

1. Transfer service
   1. Preparing and managing shareholders’ books or debenture registers and any accompanying account books.
   2. Transfer of title of securities and registration or cancellation of a right of pledge.
   3. Dealing with claims and notices in respect of transfer agent business for the transfer of title.
   4. Collecting statistics, informing and notifying in respect of transfer agent business for the transfer of title.
   5. Matters in relation to dealing with irregular securities.
   6. Providing assistance for the shareholders’ meeting such as delivering attendance notices and powers of attorney.
   7. Confirmation of shareholders’ rights.
2. Payment service
   1. Calculation and payment of dividends.
   2. Preparation and delivery of receipts and remittance notices for dividends.
   3. In case where Party A makes a certain request in respect of (a) or (b) above, the matter shall be dealt with in accordance with such request.
3. Other accompanying works that are incidental to any of the paragraphs above.

**Article 2 (Work Place)**

Party B shall carry out the entrusted work at its registered head-office and the supporting places of business.

**Article 3 (Work Standard)**

①Party B shall have the duty to perform its entrusted works in good faith and in the best interests of Party A’s shareholders, debenture holders and other affiliated persons in accordance with the terms of this Agreement, and shall handle such works in compliance with the rules and regulations of the LSX and other applicable laws.

② In case where there is a major change in the rules and regulations of the LSX mentioned above, Party B shall notify Party A of such change without undue delay. Additionally, in cases where Party A seeks to modify the provisions of its articles of incorporation/association which may affect Party B’s treatment of its entrusted work, Party A shall enter into prior discussions with Party B, and notify Party B of such modification immediately.

**Article 4 (Confidentiality)**

Party B shall faithfully maintain confidentiality of the information which it acquired in relation to Party A or the shareholders and debenture holders of Party A whilst carrying out the entrusted works.

**Article 5 (Request for Information)**

Party A and Party B may mutually request for information from the other Party in respect of their entrusted works on a frequent basis.

**Article 6 (Safekeeping of Account Books etc)**

The retention period of the account books and documents etc in relation to the entrusted works shall be agreed separately by the Parties and the documents after the expiration of the retention period shall be transferred to Party A. However, Party B may defer the transfer where it is deemed to be necessary for the performance of the entrusted works provided that there is no objection from Party A.

**Article 7 (Fees)**

①Party A shall pay to Party B the fees in accordance with the Table of the Transfer Agent Service Fees (the “Table”). Provided, however, the fees that are not covered under the Table shall be determined after separate negotiations between the Parties on a case by case basis.

②Party A shall pay the fees mentioned under paragraph 1 above to Party B by the end of the 20th of every month. Provided, however, the fees for the year of execution of this Agreement shall be paid to Party B within twenty (20) days of the date of transfer of the works.

③ In case where Party A fails to pay the fees as required under paragraph 2 above within the applicable due date for payment, Party A shall pay the penalty, commencing from the next day of default, equivalent to 2% of the amount claimed as fees which shall accrue by the same amount every one (1) month until the date of payment of all the overdue fees together with accrued penalties. Provided, however, the total amount of accrued penalties shall not exceed the amount equivalent to 12% of the amount claimed as fees.

④ When there are overdue fees, Party B may initiate the necessary measures including the termination of the Agreement and making a claim for payment etc.

**Article 8 (Change in Fees)**

In the case where there is a change in fees, Party B shall immediately notify such change to Party A.

**Article 9 (Costs and Expenses)**

①Party A shall bear the costs and expenses required for the performance of entrusted works.

② Party A shall pay the paper costs for the withdrawal of stock papers to Party B prior to such withdrawal.

③ Party A shall bear the costs and expenses required for the printing of stock papers.

④ In cases where Party B has paid the costs and expenses on behalf of Party A, Party A shall pay the total amount of such costs and expenses to Party B immediately upon claims made by Party B.

**Article 10 (Discussions on Work Schedule)**

Party A shall enter into prior discussions with Party B for the work schedule in relation to the following entrusted works and adhere to the schedule accordingly.

1. Preliminary works in relation to the shareholders’ meeting.
2. Works dealing with securities in respect of the increase and decrease of capital, and issuance of debentures.
3. Other works that require prior discussions on the work schedule.

**Article 11 (Compliance with the Schedule for Issuance of Securities)**

Both Party A and Party B shall comply with the following schedule when issuing securities which is one of the entrusted works as stipulated under Article 1. Provided, however, Party A shall enter into prior discussions with Party B if it needs to extend the issuance date due to special circumstances.

1. In the case of capital increase with consideration, Party A shall notify Party B of the preferred allotment and the statement on the treatment of forfeited shares within three (3) days of paying the subscription amount. Thereafter, Party B shall deliver the relevant share certificates within thirty (30) days of the payment date of the subscription amount.
2. In the case of capital increase without consideration, Party A shall notify Party B within three (3) days of the date of resolution of the Board of Directors or of the closing date of the shareholders’ meeting regarding the outcome of such resolution or the meeting. Thereafter, Party B shall deliver the relevant share certificates within thirty (30) days of date of allotment of new shares, in the case of a resolution of the Board of Directors, and within thirty (30) days of the closing date of the shareholders’ meeting in the case of a resolution of the shareholders’ meeting.
3. In the case of issuance of debenture certificates Party A shall submit the withdrawal document for debenture papers to Party B within three (3) days from the date of payment of the subscription amount for the debenture, and Party B shall deliver the debenture certificates within thirty (30) days from such date of payment.

**Article 12 (Penalties)**

In cases where either Party A or Party B causes delay in the schedule for the issuance of securities as determined under each of the paragraphs under Article 11, the Party responsible for such delay shall be liable for the following penalties, except in cases where the delay is caused by natural disaster, war and other acts of god.

1. Where the delay is caused by the reasons attributable to Party A, Party A shall pay the fees payable to Party B after adding 10% of the fees to the same amount.
2. Where the delay is caused by the reasons attributable to Party B, Party A shall pay the fees payable to Party B after deducting 20% of the fees to the same amount.

**Article 13 (Party A’s Claim for Reparation)**

①In the event that Party B causes loss or damage to Party A or to a third party whilst carrying out its entrusted works and Party A has compensated for such loss or damage which may also have lead to mediation, arbitration or litigation, Party A may claim reparation from Party B in respect of the entire amount paid by Party A for all the costs and expenses incurred. Provided, however, this does not apply where the occurrence such loss or damage is due to reasons that are not attributable to Party B.

②The rules under paragraph 1 above shall equally apply in situations where Party A claims for reparation in respect of the costs incurred to make a claim against the unfair advantages gained by a third party as a result of loss or damage incurred to Party A whilst carrying out the entrusted works by Party B.

**Article 14 (Party B’s Liability)**

Party B shall compensate Party A for the damages incurred to Party A as a result of loss or damage to share certificates, account books and documents etc, which had been managed by Party B in accordance with this Agreement, due to fire, robbery and other accidents. Provided, however, Party B shall not compensate Party A in cases where the loss or damage is caused by natural disaster, war and other acts of god.

**Article 15 (Party B’s Claim for Reparation)**

In case where loss or damage is incurred to Party B without any faults attributable to Party B and as a result of carrying out the entrusted works in accordance with the requests made by Party A, then Party B may claim reparation from Party A for such loss or damage.

**Article 16 (Responsibility for Transfer of Works)**

① Party A and Party B shall be separately and individually responsible for the entry of transferred documents in case where the Parties carry out the transfer of works as regulated under Article 22. Provided, however, this shall not apply to situations where the transferee is deemed to have known the incompleteness of such entry if it has had performed the work with considerable caution.

② Any accidents in relation to the share certificates and other legal proceedings prior to the completion of the transfer of the works shall be treated as the responsibility of Party A.

**Article 17 (Treatment of Debentures or Debts)**

Party A or Party B cannot transfer to or accept from a third party, or create a security over debentures or debts under this Agreement without the prior written consent from the other Party.

**Article 18 (Amendments)**

In cases where the performance of this Agreement becomes difficult due to changes in circumstances of either Party A or Party B, or both, or in case where there is a cause for such concern, Party A and Party B may amend the provisions of this Agreement through a mutual agreement.

**Article 19 (Term)**

This Agreement shall be valid for three (3) years from the date of its execution. Provided, however, the term of this Agreement shall extend indefinitely unless either one of Party A or Party B forwards a written notice of termination within three (3) months of the expected expiry date of the term.

**Article 20 (Invalidation)**

① This Agreement shall lose its validity upon occurrence of one of the following events.

* 1. The Parties mutually agree to cancel the Agreement by written agreement. In such a case, the Agreement shall become invalid on the date mutually agreed by Party A and Party B.
  2. In cases where either Party A or Party B is in breach of this Agreement, the non-breaching Party may serve a notice of termination to the other Party and the Agreement shall lose its validity after lapse of one (1) month from the date of such notification. Provided, however, in case where Party A’s annual shareholders’ meeting is expected to be in session within three (3) months from the date of notice of termination, the Agreement shall lose its validity on the closing date of that meeting.

② Even after the invalidation of this Agreement, Party A and Party B may nevertheless claim for any surviving liabilities under this Agreement, against the other Party.

**Article 21 (Cancellation Fee)**

Upon cancellation of this Agreement in accordance with Article 20, the basic fees that have been already paid by Party A to Party B shall not be returned back to Party A. Provided, however, in cases where the Agreement is terminated or cancelled due to the reasons attributable to Party B, Party B shall return the basic fees paid by Party A after calculation on a monthly pro-rate basis.

**Article 22 (Method of Transfer)**

① Transfer of works under this Agreement shall be carried out within sixty (60) days from the date when the Agreement comes into effect. The same rule shall apply in cases where the work is transferred to Party A or to a third party nominated by Party A after the invalidation of the Agreement under Article 20.

② In case where Party A seeks to transfer the work as stipulated under paragraph 1 above, it shall notify Party B clearly of all the necessary matters before 10 days and the transfer shall be carried out on the date mutually agreed by Party A and Party B.

③ In transferring the work as stipulated under paragraph 1 above, Party A and Party B shall sufficiently prepare to avoid causing inconvenience to the shareholders, debenture holders and other interested persons.

④ Party B may cancel this Agreement in case where Party A fails to transfer the work within the period determined under paragraph 1 above without any justifiable reason.

**Article 23 (Delivery of Account Books etc)**

Upon transfer of entrusted works, Party A shall deliver to Party B the following documents or account books etc in accordance with the contents of such entrusted works.

1. Shareholders’ book (including magnetic tapes and table of shareholders in the case of computational processing).
2. Table of registered seals of shareholders.
3. Register of share certificates.
4. Allotment portfolio in respect of each subscriber (limited to IPOs).
5. Private seals for the securities.
6. Preliminary securities certificate (if uniform securities certificate is available).
7. Other relevant documents necessary for the relevant materials in relation to the payment of dividends.

**Article 24 (Dealing with Other Matters and Objections)**

① Matters not dealt with under this Agreement shall be handled in accordance with the regulations relating to the securities agency business and other related laws. Matters not dealt with under the regulations relating to the securities agency business and other related laws, shall be handled through mutual agreements between Party A and Party B. Provided, however, if the Parties fail to reach a mutual agreement, the matter shall be handled as determined by Party B.

② In case where there is an objection regarding the interpretation of this Agreement or related laws and the method of performing works, such an objection shall be dealt with in the same way as under paragraph 1 above.

**Article 25 (Jurisdiction)**

Legal proceedings arising between Party A and Party B in relation to this Agreement shall fall under the jurisdiction of the courts located at the place of registered head-office of Party B.

**Article 26 (Notice)**

Notice from either Party A or Party B to the other Party for the purposes of this Agreement shall be calculated as at date of dispatch and provided that there has not been any notice of change of address, notices shall be sent to the address mentioned at the time of execution of this Agreement.

**Article 27 (Deposit)**

① Upon execution of this Agreement, Party A shall pay 100,000 Kip to Party B as a deposit for the Agreement (the “Deposit”).

②The Deposit paid under paragraph 1 above shall be deducted from the initial payment of the Fees.

**Article 28 (Effective Date)**

This Agreement shall come into effect from the date of its execution by both Parties.

**Article 29 (Transition upon Cancellation)**

Transitional work upon cancellation of this Agreement shall be carried out in accordance with the applicable securities regulations. However, provided that the transitional work is not carried out for five (5) years from year following the year of cancellation of this Agreement due to reasons such as unknown whereabouts of the Party responsible for such cancellation, Party B may abandon all of the related documents etc and Party A shall not raise any objection whatsoever with regard to Party B’s actions.

**Article 30 (Interim Measures)**

The computation of the term of validity as determined under Article 19 of this Agreement shall commence from the effective date of the previous agreement, and any of the matters that are dealt with prior to the execution of this Agreement shall be deemed to have been dealt with in accordance with this Agreement.

In order to prove the conclusion of this Agreement, this Agreement shall be prepared and executed in two copies and Party A and Party B shall each keep a copy of the same following the execution of this Agreement.

Date:

Party A’s Address :

Company Name :

Representative : (Seal)

Party B’s Address :

Company Name : Lao Securities Exchange Co. LTD

Representative : (Seal)

**<Transfer Agent Service Fee>**

1. Payer : Issuing company

2. Method of payment : making payment to the settlement account of the LSX

3. Payment day : the end of the 20th of every month.

In case of public holidays, next business day after public holidays

4. Fees

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Transfer agent Registration \* | Transfer of title service | Payment agent service | Collateral |
| Base amount | Total Deposit (pledged) amount(Par value\*total shares) as of the end of the previous year | | | |
| Fee | 0.001% | 0.001% | 0.002% | 0.002% |

\* Transfer agent registration fee will be impose when they register at LSX for the first time.

\*\* Other necessary costs in relation to the transfer agent services such as postal fees shall be separately charged.