**SPONSOR'S DECLARATION FOR THE PRODUCTION OF A CIRCULAR**

(Note: Italicised terms have the meaning given in the UK Listing Rules sourcebook)

To: The *FCA*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

Full name of sponsor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of *listed company*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transaction being undertaken:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We confirm that:

* we have acted with due care and skill in relation to the provision of *sponsor services*
* we have taken reasonable steps to satisfy ourselves that the director or directors of the *listed company* understand their responsibilities and obligations under the *listing rules*, the *disclosure requirements* and the *transparency rules*
* we have come to a reasonable opinion, after having made due and careful enquiry, that:

**1**. the *listed issuer* has satisfied all requirements of the *listing rules* relevant to the production of a *reverse takeover circular*\* or a *relevant related party* *transaction circular* required by *UKLR* 11\*; and

**2**. the transaction will not have an adverse impact on the *listed issuer’s* ability to comply with the *listing rules*, the *disclosure requirements* or the *transparency rules*

* we have maintained accessible records which are sufficient to be capable of demonstrating that the *sponsor* has provided *sponsor services* and otherwise complied with its obligations under *UKLR* 24, including the basis of each confirmation set out above
* all matters known to us which, in our reasonable opinion, should be taken into account by the *FCA* in considering this transaction have been disclosed with sufficient prominence in the documentation or otherwise in writing to the *FCA*; and
* for so long as we provide a *sponsor service*, we will:

a) take such reasonable steps as are sufficient to ensure that any communication or information we provide to the *FCA* in carrying out the *sponsor service* is, to the best of our knowledge and belief, accurate and complete in all material respects; and

b) as soon as possible provide to the *FCA* any information of which we become aware that materially affects the accuracy or completeness of the information we have previously provided.

SIGNED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for and on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of sponsor

\*Please delete as appropriate