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If you have sold or otherwise transferred all of your Sunkar Shares, please send this document together with any accompanying reply paid envelope (for use within the United Kingdom only), but NOT any accompanying personalised Form of Acceptance, as soon as possible, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee. **However, such documents should not be forwarded or transmitted in or into or from any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction, including, but not limited to, any Restricted Jurisdiction.** If you have sold or otherwise transferred only part of your holding of Sunkar Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Sunkar Shares, notwithstanding receipt of this document and any accompanying documents from the transferor, you should immediately contact the Receiving Agent to obtain personalised documents.

The release, publication or distribution of this document in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, such restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction. This document does not constitute an offer to sell or issue, nor the solicitation of an offer to buy or subscribe for, shares in any jurisdiction in which such offer or solicitation is unlawful.

Recommended Cash Offer

by

SUN AVENUE PARTNERS CORP.

to acquire the entire issued and to be issued ordinary share capital of

SUNKAR RESOURCES PLC

other than those Shares already owned by SAPC

Your attention is drawn to the letter from the Chairman of Sunkar set out in Part I of this document, which contains the unanimous recommendation of the Sunkar Directors that you accept the Offer. You should read the whole of this document carefully in conjunction (if you hold Sunkar Shares in certificated form) with the accompanying Form of Acceptance the terms of which are deemed to form part of the Offer.

The procedure for acceptance of the Offer is set out on pages 21 to 25 of this document and, in respect of Sunkar Shares held in certificated form, in the Form of Acceptance. To accept the Offer in respect of certificated Sunkar Shares (that is, not in CREST), the Form of Acceptance must be completed, signed and returned (along with your valid share certificate(s) and/or other document(s) of title) to the Receiving Agent, by post, or by hand (during normal business hours only) at Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as soon as possible but, in any event, so as to be received by no later than 1.00 p.m. (London time) on 8 July 2014.

Acceptances in respect of uncertificated Sunkar Shares (that is, in CREST) should be made electronically through CREST so that the TTE Instruction settles no later than 1.00 p.m. (London time) on 8 July 2014 by following the procedure set out on pages 23 to 25 of this document. If you are a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

A copy of this document will be made available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Sunkar's website at www.sunkarresources.com while the Offer remains open for acceptance. For the avoidance of doubt, save as expressly referred to herein, the contents of the website referred to in this paragraph are not incorporated into and do not form part of this document or the Form of Acceptance.

Capitalised words and phrases used in this document shall have the meanings given to them in Appendix V to this document.

Hub Capital Partners Limited is acting exclusively as financial adviser to SAPC and no-one else in connection with the Offer and other matters described in this document, and will not be responsible to anyone other than SAPC for providing the protections afforded to clients of Hub Capital Partners Limited or for providing advice in relation to the Offer, the contents of this document or any other matter referred to in this document.

Strand Hanson Limited, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting as financial adviser, nominated adviser and broker to Sunkar and no-one else in connection with the Offer and other matters described in this document, and will not be responsible to anyone other than Sunkar for providing the protections afforded to clients of Strand Hanson Limited or for providing advice in relation to the Offer, the contents of this document or any other matter referred to in this document.

IMPORTANT INFORMATION

This document does not constitute a prospectus or prospectus equivalent document.

Overseas Sunkar Shareholders

Unless otherwise determined by SAPC or required by the Code and permitted by applicable law and regulation, subject to certain exemptions, the Offer is not being, and will not be, made, directly or indirectly, in or into, and will not be capable of acceptance from or within, a Restricted Jurisdiction. Accordingly, unless otherwise determined by SAPC, or required by the Code and permitted by applicable law and regulation, copies of this document, the Form of Acceptance and any other accompanying documents related to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction and all persons receiving this document, the Form of Acceptance and any other accompanying document (including, without limitation, custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions, as doing so may be a breach of applicable law and regulation in that jurisdiction and may invalidate any purported acceptance of the Offer. The availability of the Offer to persons who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction and should carefully read paragraph 6 of Part B and paragraph 3 of Part C or paragraph 3 of Part D (as appropriate) of Appendix I to this document.

Any person (including nominees, trustees and custodians) who would, or otherwise intend to, or may have a legal or contractual obligation to, forward this document and/or the Form of Acceptance and/or any related document to any jurisdiction outside the United Kingdom, should inform themselves of, and observe, any applicable legal or regulatory requirements of any relevant jurisdiction, seek appropriate advice and carefully read paragraph 6 of Part B and paragraph 3 of Part C or paragraph 3 of Part D (as appropriate) of Appendix I to this document and the relevant provisions of the Form of Acceptance, before taking any action.

Note to US Sunkar Shareholders

The Offer is being made for the securities of an English company which is not subject to US disclosure requirements. The financial information included in this document has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The Offer is being made in the United States in accordance with the requirements of the Code. Accordingly, the Offer is subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable to tender offers made in accordance with US procedures and law.

It may be difficult for Sunkar Shareholders in the US to enforce their rights and any claim arising out of the US federal securities laws, since SAPC and Sunkar are located in non-US jurisdictions, and some or all of their officers and directors may be residents of non-US jurisdictions. US Sunkar Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to the judgment of a US court.

In accordance with the Code and normal UK market practice and pursuant to Rule 14e-5(b)(10) under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), SAPC or its nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Sunkar Shares outside the United States, otherwise than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance, such as in open market purchases at prevailing prices or privately negotiated purchases at negotiated prices. In the event that SAPC or its nominees or brokers (acting as agents) purchase or make arrangements to purchase Sunkar Shares for a higher price than the Offer Price, the Offer Price will be increased to match the higher price paid outside the Offer. Such purchases, or arrangements to purchase, will comply with all applicable United Kingdom rules, including the Code and the AIM Rules. These purchases may occur in the open market or as privately negotiated transactions. Any

information about such purchases which is required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Neither the US Securities and Exchange Commission nor any securities commission of any state or other jurisdiction of the United States has approved or disapproved of this document or determined whether this document is accurate or complete. Any representation to the contrary is a criminal offence.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) of the Code applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8 of the Code. A Dealing Disclosure by a person to whom Rule 8.3(b) of the Code applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

You should note that, for the purposes of the above summary of Rule 8 of the Code, SAPC is not treated as a securities exchange offeror and therefore there is no requirement to disclose interests or dealings in shares of SAPC under Rule 8 of the Code.

Cautionary note regarding forward-looking statements

This document, including information included or incorporated by reference in this document, may contain certain “forward-looking statements” concerning the Offer, SAPC and Sunkar and the Sunkar Group that are subject to risks and uncertainties. Generally, the words “will”, “may”, “should”, “could”, “would”, “can”, “continue”, “opportunity”, “believes”, “expects”, “intends”, “anticipates”, “estimates”, or similar expressions identify forward-looking statements. These forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Many of these risks and uncertainties relate to factors that are beyond the companies’ abilities to control or estimate precisely, such as future market conditions, changes in the regulatory environment and the behaviour of other market participants. Neither SAPC nor Sunkar can give any assurance that such forward-looking statements will prove to have been correct. The reader is cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document. Neither SAPC nor Sunkar undertakes any obligation to update or revise publicly any of the forward-looking statements set out herein, whether as a result of new information, future events or otherwise, except to the extent legally required.

Nothing contained herein shall be deemed to be a forecast, projection or estimate of the future financial performance of SAPC or the Sunkar Group following completion of the Offer unless otherwise stated.

General

The receipt of cash pursuant to the Offer by Sunkar Shareholders may be a taxable transaction under applicable national, state and local, as well as foreign and other tax laws. For summary information on certain limited aspects of the taxation of certain UK Sunkar Shareholders, please refer to section 11 of Part II of this document. Each Sunkar Shareholder is urged to consult his/her own independent professional adviser regarding the tax consequences of acceptance of the Offer.

This document has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if the document had been prepared in accordance with the laws and/or regulations of jurisdictions outside of the UK.

This document is dated 17 June 2014.

HOW TO ACCEPT THE OFFER

If you hold your Sunkar Shares in certificated form (that is, not in CREST), to accept the Offer you must complete the enclosed Form of Acceptance in accordance with section 13.1 of Part II of this document. You should return the completed Form of Acceptance (along with your share certificate(s) and/or other documents of title) by post to Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as soon as possible and, in any event, **so as to be received by the Receiving Agent, by post or by hand (during normal business hours only), by no later than 1.00 p.m. (London time) on 8 July 2014.** If you are posting in the UK, the enclosed first class reply-paid envelope has been provided for your convenience.

If you hold your Sunkar Shares in uncertificated form (that is, in CREST), to accept the Offer you must follow the procedure set out in section 13.2 of Part II of this document **so that the TTE Instruction settles no later than 1.00 p.m. (London time) on 8 July 2014.** If you hold your Sunkar Shares as a CREST sponsored member, you should refer to your CREST sponsor, as only your CREST sponsor will be able to send the necessary instruction to Euroclear.

THE FIRST CLOSING DATE OF THE OFFER IS 1.00 P.M. (LONDON TIME) ON 8 JULY 2014.

If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance) or have questions in relation to making an Electronic Acceptance, please contact the Receiving Agent between 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday, on 0871 664 0321 from within the UK or +44 20 8639 3399 if calling from outside the UK. Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

All references to time in this document and in the Form of Acceptance are to London time (unless otherwise stated).

This page should be read in conjunction with the rest of the document. Your attention is drawn, in particular, to section 13 of Part II of this document, which sets out the procedure for acceptance of the Offer, and to the Conditions and further terms of the Offer set out in Appendix I to this document and (in respect of Sunkar Shares held in certificated form) in the Form of Acceptance. Sunkar Shareholders in any doubt about the Offer or the action they should take are recommended to seek financial advice from their independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if they are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

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PART I

LETTER OF RECOMMENDATION FROM THE CHAIRMAN OF SUNKAR RESOURCES PLC

(Incorporated and registered in England and Wales with registered number 5759399)

Directors

Teck Soon Kong, *Non-Executive Chairman*
Serikjan Utegen, *Chief Executive Officer*
Nurdin Damitov, *Director, Corporate Affairs*
Charles de Chezelles, *Non-Executive Director*

Registered Office

One London Wall
London
EC2Y 5AB
United Kingdom

17 June 2014

To Sunkar Shareholders

Dear Sunkar Shareholder,

**Recommended Cash Offer by SAPC for the Shares that it does not
already own in Sunkar Resources plc**

1. Introduction

On 17 June 2014, Sunkar and SAPC announced that they had reached agreement on the terms of a recommended cash offer to be made by SAPC for the entire issued and to be issued ordinary share capital of Sunkar not already owned by SAPC.

This letter explains the background to the Offer and the reasons why the Sunkar Directors, who have been so advised by Strand Hanson, consider the terms of the Offer to be fair and reasonable and, accordingly, are unanimously recommending that Sunkar Shareholders accept the Offer, as Serikjan Utegen and Nurdin Damitov, the only Sunkar Directors who hold and control shares, have irrevocably undertaken to do (or procure to be done) in respect of the following Sunkar Shares:

<i>Director</i>	<i>Number of Sunkar Shares</i>
Serikjan Utegen	20,413,500
Nurdin Damitov	21,427,799

In both cases, these shares represent all of the Sunkar Shares that Serikjan Utegen and Nurdin Damitov hold and, in aggregate, represent approximately 12.27 per cent. of the issued ordinary share capital of Sunkar. In providing their advice to the Sunkar Directors, Strand Hanson has taken into account the commercial assessments of the Sunkar Board.

I, Teck Soon Kong, your Non-Executive Chairman, hold a beneficial interest in 2,000,000 Sunkar Shares but I am unable to give any form of undertaking in respect of these Sunkar Shares as the legal title to them is held in a discretionary trust over which I have no control.

Full details of the Offer and the action you should take in order to accept it are set out in the letter from SAPC to Sunkar Shareholders set out in Part II of this document.

2. The Offer

The Offer, which is subject to the terms and Conditions referred to in this document and, in the case of Sunkar Shares held in certificated form, in the Form of Acceptance, is being made on the following basis:

for each Sunkar Share 1.835 pence in cash

The Offer values the whole of Sunkar's issued ordinary share capital at approximately £6.26 million. The Offer Price represents a discount of approximately 9.2 per cent. to the closing middle market price of

2.02 pence per Sunkar Share on 16 June 2014, being the last dealing day before the date of announcement of the Offer.

The Offer Price represents a premium of approximately 7.9 per cent. over the market makers' bid price of 1.7 pence per Sunkar Share at market close on 16 June 2014, being the last dealing day prior to the date of the announcement of the Offer.

The Sunkar Shares will be acquired by SAPC pursuant to the Offer fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options, pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made after the Announcement Date.

3. Background to and reasons for recommending the Offer

The Company was admitted to trading on AIM in June 2008 and raised funds at that time principally to acquire and develop the Chilisa Deposit in North West Kazakhstan through its wholly owned subsidiary, Temir-Services LLP ("Temir"), which holds the Subsoil Use Contract for the Chilisa Deposit. The Company completed a detailed feasibility study ("DFS"), prepared by SNC-Lavalin, in February 2013, but has been unable to source the required funding of some US\$1.94 billion to progress development of the chemical complex as described in the DFS.

The Company has been generating revenue by utilising its mining machinery assets to undertake earth moving infrastructure contracts relating, *inter alia*, to the construction of a railway in Western Kazakhstan and by producing Direct Application Rock ("DAR") and ground phosphate rock from its milling plant, for sale to the local agricultural sector as well as to industrial customers in Russia.

However, the Company has not been able consistently to generate sufficient revenue to maintain a viable business and, on several occasions, most recently in April, May and June 2014, has had to seek additional funding from SAPC, which is wholly owned by Mr Almas Mynbayev, the majority Sunkar Shareholder. The Company has been able to access this funding from SAPC pursuant to Letters of Support from Mr Mynbayev and, subsequently, JSC "Interfarma-K", a company in which Mr Mynbayev is interested, as first announced to the market on 28 September 2012 and most recently on 2 April 2014.

In April 2014, SAPC wrote to the Company to express its concern with regard to the Company's financial situation, and seeking to work with the Company to find a structural alternative to it providing further funding under the Letter of Support, in order to provide a more permanent solution to the Company's ongoing funding deficit, until sufficient funds were raised to progress with the plans set out in the DFS.

As a result of these discussions, on 19 May 2014, SAPC put forward a proposal to acquire the minority interests in Sunkar that it did not already own, such that SAPC would own, on completion of the transaction, 100 per cent. of Sunkar. At the same time, SAPC confirmed that, should this proposal not receive the support of the Sunkar Board, it was highly unlikely that JSC "Interfarma-K" would renew its Letter of Support for the coming twelve months or provide any further funding to the Company.

Further to these discussions, the Sunkar Board sought advice from an independent firm of accountants and an independent firm of insolvency practitioners as to the financial position of the Company under such a scenario. This advice confirmed the Sunkar Board's assessment that, without the financial support of SAPC, it was highly probable that the Company would no longer be deemed a going concern, would be unable to meet its debts as they became due and would lead to the commencement of insolvency proceedings and the Sunkar Shares would be suspended from trading on AIM.

As a result of this advice, and the Sunkar Board's assessment of the Company's financial position, the Sunkar Board urgently explored sourcing finance, whether equity, debt or a combination of both, from a third party provider, but was unable to secure any such finance.

Accordingly, if the Offer does not complete and JSC "Interfarma-K" withdraws the current Letter of Support and SAPC does not provide further funding to the Company, the Sunkar Board would immediately have to

seek alternative sources of funding to meet its working capital requirements, which the Sunkar Board, having previously investigated such alternative sources of financing, does not believe would be available to the Company. This would, in the view of the Sunkar Board, lead to the suspension of the Sunkar Shares from trading on AIM and the commencement of insolvency proceedings.

In the event that the Company enters into insolvency proceedings, the Sunkar Board would expect that Temir would cease trading and would also enter into insolvency proceedings in Kazakhstan. Temir would then be unable to perform its obligations under the terms of the Subsoil Use Contract, which would result in the Subsoil Use Contract being revoked. If Sunkar were to lose its rights under the Subsoil Use Contract, it is the Sunkar Board's belief that Sunkar Shareholders would be unlikely to receive any value for their Sunkar Shares.

The Sunkar Directors have therefore unanimously agreed to recommend that Sunkar Shareholders accept the Offer and Serik Utegen and Nurdin Damitov have irrevocably undertaken to accept the Offer in respect of their combined beneficial shareholding of 12.27 per cent. of the issued ordinary share capital of Sunkar as at the date of this document.

Accordingly, in light of the above, the Sunkar Directors, who have been so advised by Strand Hanson, consider the terms of the Offer to be fair and reasonable. In providing their advice, Strand Hanson has taken into account the commercial assessments of the Sunkar Directors.

4. Irrevocable undertakings

SAPC has received irrevocable undertakings to accept (or procure acceptance of) the Offer from Serikjan Utegen and Nurdin Damitov, the only Sunkar Directors who hold and control Sunkar Shares. Together, these irrevocable undertakings relate to, in aggregate, 41,841,299 Sunkar Shares, representing approximately 12.27 per cent. of the issued ordinary share capital of Sunkar as at the date of this document.

Both of these irrevocable undertakings are binding in all circumstances (including in the event of a higher offer).

Accordingly, when taken together with Sunkar Shares already owned by SAPC, SAPC either owns or controls or has received irrevocable undertakings over, in aggregate, 216,317,582 Sunkar Shares, representing approximately 63.42 per cent. of the issued ordinary share capital of Sunkar as at the date of this document.

Further details of these irrevocable undertakings are set out in paragraph 5 of Appendix IV to this document.

5. Sunkar's Directors, management, employees and locations

In its letter set out in Part II of this document, SAPC confirms that, on completion of the Offer, the existing employment rights, including pension rights, of all employees of the Sunkar Group will be observed to the extent required by applicable law.

SAPC intends to continue the Sunkar Group's operations in Kazakhstan with a view to generating revenue, sustaining mining operations and complying with the Sunkar Group's obligations under its Subsoil Use Contract with the government of Kazakhstan. SAPC is contemplating setting up a new corporate structure through which to manage the business. SAPC will employ sufficient personnel in Kazakhstan to maintain these operations. SAPC has no current plans to redeploy any of the Sunkar Group's fixed assets.

The UK office will be maintained only for as long as necessary to comply with UK regulations during the completion and delisting process, following which it will be closed. The Sunkar Directors and other UK based employees will be paid their usual salaries until closure, following which the termination rights under their contracts of employment will be invoked, with the exception of Mr. Utegen, the Company's CEO.

Mr Utegen, the Sunkar Group CEO, will continue to run the Sunkar Group's activities during that period and it is currently envisaged that he will be invited to continue in this role, as head of the revised corporate structure referred to above, on terms no more favourable than his current terms of employment.

Loans made to the Company by two of the Sunkar Directors totaling US\$600,000 (plus accrued interest), will be repaid upon completion of the Offer.

The Company has no employee share options under grant nor any pension schemes.

SAPC has indicated that it does not intend to provide any trading facilities for the Sunkar Shares following cancellation of its admission to trading on AIM and its delisting from the Kazakhstan Stock Exchange.

The Sunkar Board has given due consideration to SAPC's stated intentions and assurances noted above in deciding to recommend the Offer.

6. Sunkar Share Option Schemes

There are currently no options outstanding under any incentivisation scheme run by the Sunkar Group, or, save for the CLNs, any other outstanding rights to acquire Sunkar Shares and therefore no proposals regarding the effect of the Offer need to be made to participants in any such scheme or otherwise.

7. Current trading and prospects

As set out in the operational update provided by the Company on 2 April 2014, Sunkar's operations have been adversely affected by the ca. 20 per cent. devaluation of the Kazakh Tenge, on 11 February 2014, which has led to financial uncertainty within the domestic economy of Kazakhstan. As a result of this, the signing of many new government contracts denominated in Kazakh Tenge has been put on hold, which has also led to delays in the receipt of monies due to Sunkar in respect of its existing earth moving contracts, as well as delaying the agreement of expected new contracts.

As previously announced, the earth moving contracts associated with the Kazakh government's infrastructure development programmes are a significant part of Sunkar's revenues and the Company has been largely relying on the cash generated by these projects for its ongoing working capital needs.

In the interim results, for the six months ended 30 June 2013, announced on 24 September 2013, the Company stated, "Short-term cash flows will be managed by completion of the existing earth moving contracts, pursuit of additional contracts and further sales of DAR and ground phosphate rock backed up by the support of the majority shareholder". However, as previously announced, events during 2014 have made that forecast unsustainable.

The Company anticipates that it will publish its Annual Report and Accounts for the twelve months ended 31 December 2013 by 30 June 2014.

Earth moving contracts

The Company's wholly owned subsidiary, Temir, has been unsuccessful to date in concluding negotiations for a third earth moving contract within the timescale previously expected. Accordingly, Temir is now expected to generate materially less cash during this financial year, than had been expected at the time of the Company's operational update in December 2013. Sunkar is continuing to negotiate this contract, but the Sunkar Board reluctantly recognises that there can be no certainty as to whether, or when, acceptable terms will be agreed.

In March 2014, Sunkar agreed an extension to the second earth moving contract with a value of approximately KZT79 million (US\$434,000). The majority of these works were completed during April 2014, in terms of volumes, and Temir expects to complete the final works to the exterior of embankments, top prism shaping and gutters during the course of June 2014. Temir has yet to complete 26,282 m³ of works under the first earth moving contract, as these were delayed due to other critical path work streams, which had to be completed prior to completion of the embankment. It is expected these works will also be completed in June 2014.

DAR sales

As of 31 May 2014, Temir has shipped 10,534 tonnes of DAR in 2014, both ground and unground, including 5,658 tonnes to Russia, 4,738 tonnes to Kazakhstan, and 138 tonnes to the EU. Shipments in May were 3,034 tonnes, which was slightly above Sunkar management's expectations.

The total quantity contracted to date for delivery in 2014 is 32,496 tonnes of DAR.

Temir has continued working towards a feasibility study for the proposed nitrophosphate granulation facility. However, due to funding constraints, Temir has been unable to commission further consultancy and design works from third party contractors to progress this study.

Prospects

As a result of the above mentioned delays in receipt of payment in respect of the existing earth moving contracts, the delays in agreeing a further earth moving contract and the economic effects of the Tenge devaluation, the Company has recently called upon the financial support of SAPC on several occasions, as set out below and announced at the time in accordance with the AIM Rules.

- In April 2014, the Company raised US\$1.28 million via the issue of the Convertible Loan Notes in order to make deferred ACB Loan repayments and meet other creditor demands.
- On 27 May 2014, the Company announced that its financial position had worsened significantly and that the Sunkar Board required an immediate working capital injection in order to make further payments under the ACB Loan. Accordingly, SAPC agreed to provide an additional US\$0.10 million new loan facility to the Company.
- On 17 June 2014, the Company secured a ca. US\$2.55 million working capital facility from SAPC, in order to fund the Company's working capital requirements throughout the duration of the Offer Period and, in any event, for a period of 120 days following the date of the agreement.

SAPC indicated to the Sunkar Board, in May 2014, that it was not prepared to continue to fund Sunkar on an ongoing basis, without seeking full control of the Company.

Accordingly, in the absence of the Offer, the Sunkar Board, having sought advice from an independent firm of accountants and an independent firm of insolvency practitioners, determined that should SAPC not provide further funding to the Company, the Sunkar Board would immediately have to seek alternative sources of funding to meet its working capital requirements, which the Sunkar Board, having previously investigated such alternative sources of financing, do not believe would be available to the Company. This would, in the view of the Sunkar Board, lead to the suspension of trading of the Sunkar Shares on AIM and the commencement of insolvency proceedings.

In addition, the Sunkar Board would note that SAPC has advised the Company that it does not currently intend to provide further financial support to the Company, above that provided on 17 June 2014, whilst it remains admitted to trading on AIM and listed on the Kazakhstan Stock Exchange.

Further financial and other information relating to Sunkar is available at Appendix III of this document.

8. Cancellation of admission to trading on AIM and the Kazakhstan Stock Exchange, compulsory acquisition and re-registration

Your attention is drawn to section 10, headed "Cancellation of admission to trading on AIM and the Kazakhstan Stock Exchange, compulsory acquisition and re-registration", of the letter from SAPC to Sunkar Shareholders set out in Part II of this document in relation to SAPC's intentions regarding the cancellation of admission of Sunkar Shares to trading on AIM and the Kazakhstan Stock Exchange, compulsory acquisition and re-registration of Sunkar as a private company following the Offer becoming or being declared wholly unconditional.

The cancellation of the admission to trading of Sunkar Shares on AIM and the Kazakhstan Stock Exchange would significantly reduce the liquidity and marketability of any Sunkar Shares in respect of which the Offer has not been accepted at that time.

9. United Kingdom taxation

Your attention is drawn to section 11 of the letter from SAPC to Sunkar Shareholders set out in Part II of this document headed "United Kingdom taxation". **If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.**

10. Overseas Sunkar Shareholders

Overseas Sunkar Shareholders should refer to section 12 of the letter from SAPC to Sunkar Shareholders set out in Part II and paragraph 6 of Part B of Appendix I to this document which contain important information for such shareholders.

11. Timing

The Offer is initially open for acceptance until 1.00 p.m. (London time) on 8 July 2014, which is the earliest date on which the Offer may close for acceptance. Accordingly, you should return your Form of Acceptance (along with your share certificate(s) or other documents of title) or make an Electronic Acceptance, as appropriate, by such time.

12. Action to be taken

The procedure for acceptance of the Offer is outlined in section 13 of the letter from SAPC to Sunkar Shareholders set out in Part II of this document and, if you hold your Sunkar Shares in certificated form, in the accompanying Form of Acceptance.

If you have any questions relating to the procedure for acceptance of the Offer, please telephone Capita Asset Services between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday on 0871 664 0321 from within the UK or on +44 02 8639 3399 if calling from outside the UK. Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

If you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

13. Further information

The terms and Conditions of the Offer are set out in full in Appendix I to this document. Your attention is drawn to the letter from SAPC to Sunkar Shareholders set out in Part II of this document, the Conditions and further terms of the Offer set out in Appendix I to this document, and the further information on Sunkar and SAPC contained in Appendices II, III and IV to this document.

14. Recommendation

In light of the above, the Sunkar Directors, who have been so advised by Strand Hanson, consider the terms of the Offer to be fair and reasonable. In providing its advice, Strand Hanson has taken into account the commercial assessments of the Sunkar Directors.

Accordingly, the Sunkar Directors unanimously recommend Sunkar Shareholders to accept the Offer as Serikjan Utegen and Nurdin Damitov, the only Sunkar Directors who hold and control Sunkar Shares, have irrevocably undertaken to do (or procure to be done) in respect of the following Sunkar Shares (representing approximately 12.27 per cent. of the issued ordinary share capital of Sunkar as at the date of this document):

<i>Director</i>	<i>Number of Sunkar Shares</i>
Serikjan Utegen	20,413,500
Nurdin Damitov	21,427,799

Yours faithfully,

Teck Soon Kong
Chairman

for and on behalf of
SUNKAR RESOURCES PLC

PART II

LETTER FROM SAPC TO SUNKAR SHAREHOLDERS

SUN AVENUE PARTNERS CORP.

(Incorporated in the British Virgin Islands under company number 1430450)

Directors

Mr Andreas T Moustras
Mrs Irene G Spoerry
Mrs Michelle Anne Williamson Draper

Registered Office

Trident Trust Company BVI Limited
Trident Chambers
Wickhams Cay
P.O. Box 146
Road Town
Tortola
British Virgin Islands

17 June 2014

To Sunkar Shareholders

Dear Sunkar Shareholder,

Recommended Cash Offer by SAPC for the Shares that it does not already hold in Sunkar Resources plc

1. Introduction

On 17 June 2014, SAPC and Sunkar announced that they had reached agreement on the terms of a recommended cash offer to be made by SAPC for the entire issued and to be issued ordinary share capital of Sunkar not already owned by SAPC.

This letter, Appendix I to this document and the Form of Acceptance (in relation to certificated Sunkar Shares (that is, those not held in CREST)) together contain the formal terms and conditions of the Offer.

Your attention is drawn to the letter from the Chairman of Sunkar set out in Part I of this document, which sets out the background to the Offer and the reasons why the Sunkar Directors, who have been so advised by Strand Hanson, consider the terms of the Offer to be fair and reasonable and are unanimously recommending all Sunkar Shareholders to accept the Offer. In providing their advice to the Sunkar Directors, Strand Hanson has taken into account the commercial assessments of the Sunkar Board.

2. The Offer

Under the Offer, which is made on and subject to the terms and Conditions referred to in Appendix I to this document (and, in the case of Sunkar Shares held in certificated form, the Form of Acceptance), Sunkar Shareholders are entitled to receive:

for each Sunkar Share 1.835 pence in cash

The Offer values the whole of Sunkar's issued ordinary share capital at approximately £6.26 million and the Offer Price represents a discount of approximately 9.2 per cent. to the closing middle market price of 2.02 pence per Sunkar Share on 16 June 2014, being the last dealing day before the date of announcement of the Offer.

The Offer Price represents a premium of approximately 7.9 per cent. over the market makers' bid price of 1.7 pence per Sunkar Share at market close on 16 June 2014, being the last dealing day prior to the date of announcement of the Offer.

The Offer extends to all Sunkar Shares unconditionally allotted or issued and fully paid on the date of the Offer, not currently held by SAPC, and any Sunkar Shares which are unconditionally allotted or issued and

fully paid before the date on which the Offer ceases to be open for acceptance or such earlier date as SAPC may, subject to the Code and in accordance with the Conditions and further terms of the Offer or with the consent of the Panel, decide, not being earlier than the date on which the Offer becomes unconditional.

The Sunkar Shares will be acquired by SAPC pursuant to the Offer fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options, pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching thereto, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made after the Announcement Date.

The Offer is subject to the Conditions and further terms set out or referred to in Appendix I to this document and, in the case of Sunkar Shares held in certificated form, in the accompanying Form of Acceptance.

The procedure for acceptance of the Offer is set out in section 13 of this letter.

For summary information on certain limited aspects of the UK taxation consequences of accepting the Offer for certain Sunkar Shareholders resident in the UK for tax purposes, please refer to section 11 of this letter.

3. Background to and reasons for the Offer and future plans for Sunkar

Sunkar Resources was admitted to trading on AIM in June 2008, raising US\$67 million in equity to develop, over a four year period, a phosphate manufacturing facility at the site of the Chilisai Deposit in Kazakhstan. Since then, the Company has raised a further US\$16.45 million, including US\$14.18 million from SAPC, an investment company wholly owned by Mr Almas Mynbayev, a businessman from Kazakhstan.

The financial resources available to the Sunkar Group have not matched the capital required to develop the project in line with the Sunkar Group's original plans. Despite accelerating revenue through interim production initiatives, the Sunkar Group is currently financially constrained and is dependent on the continued financial support of SAPC.

SAPC first invested in Sunkar in December 2007 and made a subsequent investment post the 2008 IPO. In 2010, SAPC sold off its stake in Sunkar, in full. Mr Mynbayev was a non-executive director of Sunkar's wholly-owned subsidiary, Temir, from 18 February 2008 until 24 September 2009.

In 2012 SAPC provided the Company with US\$12.8 million in convertible loans. These loans were converted in February 2013 into Sunkar Shares representing 51.15 per cent. of the Company's share capital, after which the Company listed on the Kazakhstan Stock Exchange on 5 December 2012. SAPC provided a further US\$1.28 million by subscription for Convertible Loans Notes in April 2014 and another unsecured US\$0.1 million loan facility on 27 May 2014. On 17 June 2014, SAPC also granted a short term working capital facility to Sunkar up to a maximum sum of ca. US\$2,550,000 (the "SAPC Loan"). Further details of the SAPC Loan are set out in the separate Sunkar announcement released today.

SAPC has advised the Sunkar Board that it no longer intends to continue to provide financial support to the Company while it remains admitted to trading on AIM and listed on the Kazakhstan Stock Exchange and has agreed with the Sunkar Board that it will make the Offer to the minority Sunkar Shareholders and apply to the London Stock Exchange to cancel the Company's admission to AIM and to the Kazakhstan Stock Exchange to delist the Company from that exchange.

SAPC believes that it will be easier to obtain the necessary capital to continue the Sunkar Group's development in the private domain. Taking the Company private will reduce overheads and allow it to focus on its core business and to develop a new corporate structure (probably in Kazakhstan) in order to benefit from recent tax and investment incentive initiatives in that country.

4. Irrevocable undertakings

SAPC has received irrevocable undertakings to accept (or procure acceptance of) the Offer from Sunkar's Chief Executive Officer, Serikjan Utegen, and Sunkar's Director, Corporate Affairs, Nurdin Damitov, the only Sunkar Directors who hold and control Sunkar Shares, in respect of all the Sunkar Shares that they each hold, being, 41,841,299 Sunkar Shares representing approximately 12.27 per cent. of the issued ordinary

share capital of Sunkar as at the date of this document. These undertakings are binding in all circumstances (including in the event of a higher offer).

Accordingly, when taken together with Sunkar Shares already owned by SAPC, SAPC either owns or controls or has received irrevocable undertakings over, in aggregate, 216,317,582 Sunkar Shares, representing approximately 63.42 per cent. of the issued ordinary share capital of Sunkar as at the date of this document.

No shareholder who has entered into an irrevocable undertaking with SAPC is acting in concert with SAPC.

Sunkar's Non-Executive Chairman, Teck Soon Kong, holds a beneficial interest in 2,000,000 Sunkar Shares but has been unable to give any form of undertaking in respect of these as the legal title to them is held by a trust which he does not control.

Further details of these irrevocable undertakings received by SAPC to accept the Offer are set out in section 5 of Appendix IV to this document.

5. Information relating to SAPC and Mr Almas Mynbayev

SAPC is an investment company incorporated and registered in the British Virgin Islands (Number: 1430450) on 7 September 2007, whose registered office address is at Trident Trust Company (BVI) Limited of Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola. The entire issued share capital of SAPC comprising 50,000 shares of US\$1.00 is wholly owned by Mr Almas Mynbayev. The directors of SAPC are Mr Andreas T. Moustras, Mrs Irene G Spoerry and Mrs Michelle Anne Williamson Draper.

In addition to its investment in Sunkar, SAPC operates Mr Mynbayev's interests in three early stage natural resources projects in Guinea, Namibia and Kyrgyzstan.

Owing to the early stage nature of the above projects, SAPC's financial and trading prospects are essentially dependent on the successful development of the Sunkar Resources business post completion of the Offer.

SAPC has not been required to produce any annual financial statements.

Mr Mynbayev graduated from Kazakh State University law school in 1996 and initially worked as legal counsel for banking, investment and energy companies in Kazakhstan. Between 2003 and 2004, Mr Mynbayev was Deputy Chairman of the Kazakh State Agency for Regulating Natural Monopolies and Protection Completion. During this tenure, Mr Mynbayev was a member of the Intergovernmental Commission for the law making activity in Kazakhstan. He no longer practices law and now primarily focuses on his own business interests which include being Chairman of and sole shareholder in two top ten ranked Kazakh insurance companies, Nomad Insurance, ranked 8th by reserves and 9th by assets, and Nomad Life, ranked 3rd by reserves and 7th by assets.

Nomad Insurance was set up in 2004 and Mr Mynbayev has owned it from inception. Nomad Life was set up in 2008. Mr Mynbayev acquired 65 per cent. of Nomad Life on 9 January 2012 from Mr. Sultan Nurbol. The purchase price paid by Mr Mynbayev was approximately US\$4 million.

Mr Mynbayev acquired the remaining 35 per cent. of Nomad Life on 22 April 2013 from Sultan Nurbol, A. Mamysheva and S. Salamatova. The purchase price paid by Mr Mynbayev was approximately US\$4.4 million.

In recent years, Mr Mynbayev has endeavoured to diversify his natural resources interests more widely and his involvement with Sunkar and its phosphates business represents part of this strategy.

Further information on SAPC and Mr Mynbayev is set out at Appendix II to this document.

6. Information relating to the Sunkar Group

History

Sunkar was incorporated in England and Wales, on 28 March 2006, with the registration number 05759399, and was admitted to trading on AIM, on 30 June 2008, and to listing on the Kazakhstan Stock Exchange, on 5 December 2012.

The Company has a 100 per cent. interest in Temir, which holds the Subsoil Use Contract for the Chilisai Deposit. The Chilisai Deposit is one of the most significant phosphorite deposits in the former Soviet Union, with a resource of approximately 800 million tonnes of ore at 10 per cent. P₂O₅.

The Company commenced mining operations at the Chilisai Deposit in 2008 and, in February 2011, Sunkar published the preliminary results of the DFS, conducted by SNC – Lavalin, one of the leading engineering and construction groups in the world, which was subsequently completed and the results of the DFS were published in February 2013.

The DFS concluded that a large scale mono-ammonium phosphate (“MAP”), di-ammonium phosphate (“DAP”) chemical processing plant would require approximately US\$1.94 billion (+/- 15 per cent.) to fund construction and working capital. The DFS includes, *inter alia*, the economic model for the plant and a comprehensive marketing study for future sales of the MAP, DAP and phosphoric acid products.

The location of the Chilisai Deposit has certain key advantages in the opinion of the Sunkar Board, including, *inter alia*, access to a relatively low cost source of sulphur, one of the key raw materials required for phosphate fertilizer production, and well developed existing transport and power infrastructure facilities.

Whilst the Company was in the process of attempting to raise the funds required to develop the chemical processing plant, as envisaged under the DFS, it utilised its heavy machinery and workforce by entering into earth moving contracts with a general contractor building a new railway in Western Kazakhstan, which initially generated positive cash flows to fund the Group’s general working capital requirements.

In addition to the earth moving contracts, the Group has continued to mine and market DAR to the local agricultural sector, as well as ground phosphate rock sales to industrial customers, although this has historically represented a relatively small amount of total revenue.

For the financial year ended 31 December 2012, Sunkar reported total revenue of US\$2.25 million (2011: US\$0.17 million) and a loss (before and after taxation) of US\$9.24 million (2011: US\$10.11 million). As at 31 December 2012, total assets were US\$98.18 million (2011: US\$97.56 million), net assets were US\$65.49 million (2011: US\$74.20 million) and net debt was US\$16.28 million (2011: US\$5.65 million). In the half year ended 30 June 2013, Sunkar generated total revenue of US\$4.92 million (2012: US\$0.55 million) and loss (before and after taxation) of US\$3.62 million (2012: US\$4.53 million). Net debt as at 30 June 2013 was US\$2.11 million (2012: US\$12.44 million).

Current trading and prospects

As set out in the operational update provided by the Company on 2 April 2014, Sunkar’s operations have been adversely affected by the ca. 20 per cent. devaluation of the Kazakh Tenge, on 11 February 2014, which has led to financial uncertainty within the domestic economy of Kazakhstan. The signing of many new government contracts denominated in Kazakh Tenge has been put on hold, which has also led to delays in the receipt of monies due to Sunkar in respect of its existing earth moving contracts, as well as delaying the agreement of the expected new contracts.

As previously announced, the earth moving contracts associated with the Kazakh government’s infrastructure development programmes are a significant part of Sunkar’s revenues and the Company has been largely relying on the cash generated by these projects for its ongoing working capital needs.

In the interim results, for the six months ended 30 June 2013, announced on 24 September 2013, the Company stated, “Short-term cash flows will be managed by completion of the existing earth moving contracts, pursuit of additional contracts and further sales of DAR and ground phosphate rock backed up by

the support of the majority shareholder". However, as announced previously, events during 2014 have made that forecast unsustainable.

The Company anticipates that it will publish its Annual Report and Accounts, for the twelve months ended 31 December 2013, by 30 June 2014.

Earth moving contracts

The Company's wholly owned subsidiary, Temir, has been unsuccessful to date in concluding negotiations for a third earth moving contract within the timescale previously expected. Accordingly, Temir is now expected to generate materially less cash, during this financial year, than had been expected at the time of the Company's operational update in December 2013. Sunkar is continuing to negotiate this contract, but the Sunkar Board reluctantly recognises that there can be no certainty as to whether, or when, acceptable terms will be agreed.

In March 2014, Sunkar agreed an extension to the second earth moving contract with a value of approximately KZT79 million (US\$434,000). The majority of these works were completed during April 2014, in terms of volumes, and Temir expects to complete the final works to the exterior of embankments, top prism shaping and gutters during the course of June 2014. Temir has yet to complete 26,282 m³ of works under the first earth moving contract, as these were delayed due to other critical path work streams, which had to be completed prior to completion of the embankment. It is expected these works will also be completed in June 2014.

DAR sales

As of 31 May 2014, Temir has shipped 10,534 tonnes of DAR in 2014, both ground and unground, including 5,658 tonnes to Russia, 4,738 tonnes to Kazakhstan, and 138 tonnes to the EU. Shipments in May were 3,034 tonnes, which was slightly above Sunkar management's expectations.

The total quantity contracted to date for delivery in 2014 is 32,496 tonnes of DAR.

Temir has continued working towards a feasibility study for the proposed nitrophosphate granulation facility. However, due to funding constraints, Temir has been unable to commission further consultancy and design works from third party contractors to progress this study.

Prospects

As a result of the above-mentioned delays in receipt of payment in respect of the existing earth moving contracts, the delays in agreeing a further earth moving contract and the economic effects of the Tenge devaluation, the Company has recently called upon financial support of SAPC on several occasions, as set out below and announced at the time in accordance with the AIM Rules.

- In April 2014, the Company raised US\$1.28 million via the issue of Convertible Loan Notes to SAPC in order to make deferred ACB Loan repayments and meet other creditor demands.
- On 27 May 2014, the Company announced that its financial position had worsened significantly and that the Sunkar Board required an immediate working capital injection in order to make further payments under the ACB Loan. Accordingly, SAPC agreed to provide an additional US\$0.10 million new loan facility to the Company.
- On 17 June 2014, the Company secured a ca. US\$2.55 million working capital facility from SAPC, in order to fund the Company's working capital requirements throughout the duration of the Offer Period and, in any event, for a period of 120 days following the date of the agreement.

SAPC indicated, in May 2014, that it was not prepared to continue to fund Sunkar on an ongoing basis, without seeking control of the Company.

Accordingly, in the absence of the Offer, the Sunkar Board, having sought advice from an independent firm of accountants and an independent firm of insolvency practitioners, determined that should SAPC not provide further funding to the Company, the Sunkar Board would immediately have to seek alternative

sources of funding to meet its working capital requirements, which the Sunkar Board, having previously investigated such alternative sources of financing, do not believe would be available to the Company. This would, in the view of the Sunkar Board, lead to the suspension of trading of the Sunkar Shares on AIM and the commencement of insolvency proceedings.

In addition, the Sunkar Board would note that SAPC has advised the Company that it does not currently intend to provide further financial support to the Company, above that provided on 17 June 2014, whilst it remains admitted to trading on AIM and listed on the Kazakhstan Stock Exchange.

7. Sunkar's Directors, management, employees and pension schemes

SAPC confirms that, on completion of the Offer, the existing employment rights, including pension rights, of all employees of the Sunkar Group will be observed to the extent required by applicable law.

SAPC intends to continue the Sunkar Group's operations in Kazakhstan with a view to generating revenue, sustaining mining operations and complying with the Sunkar Group's obligations under its SUC with the government of Kazakhstan. SAPC is contemplating setting up a new corporate structure through which to manage the business. SAPC will employ sufficient personnel in Kazakhstan to maintain these operations. SAPC has no current plans to redeploy any of the Sunkar Group's fixed assets.

The UK office will be maintained only for as long as necessary to comply with UK regulations during the completion and delisting process, following which it will be closed. The Sunkar Directors and other UK based employees will be paid their usual salaries until closure, following which the termination rights under their contracts of employment will be invoked.

Mr Utegen, the Sunkar Group CEO, will continue to run the Sunkar Group's activities during that period and it is currently envisaged that he will be invited to continue in this role, as head of the revised corporate structure referred to above, on terms no more favourable than his current terms of employment.

Loans made to the Company by two of the Directors totalling US\$600,000 (plus accrued interest) will be repaid upon completion of the Offer.

The Company has no employee share options under grant nor any pension schemes.

SAPC does not intend to provide any trading facilities for the Sunkar Shares in the Company following cancellation of the admission to trading on AIM and its delisting from the Kazakhstan Stock Exchange.

8. Financing of the Offer

The consideration payable under the Offer will be funded from the existing cash resources of SAPC and its shareholder Mr Mynbayev.

Hub Capital Partners, financial adviser to SAPC, is satisfied that resources are available to SAPC which are sufficient to satisfy full acceptance of the Offer.

9. Sunkar Share Option Schemes

There are currently no options outstanding under any incentivisation scheme run by the Sunkar Group, or, save for the CLNs, any other outstanding rights to acquire Sunkar Shares, and therefore no proposals regarding the effect of the Offer need to be made to participants in any such scheme or otherwise.

10. Cancellation of admission to trading on AIM and the Kazakhstan Stock Exchange, compulsory acquisition and re-registration

If the Offer becomes or is declared unconditional in all respects, and SAPC has, by virtue of its shareholding and/or acceptances of the Offer, acquired or agreed to acquire Sunkar Shares carrying at least 75 per cent. of the voting rights attaching to the ordinary share capital of Sunkar, SAPC intends to procure that Sunkar will make an application for the cancellation of admission of Sunkar Shares to trading on AIM and the Kazakhstan Stock Exchange.

SAPC also confirms that it is its current intention, if the Offer becomes or is declared unconditional with SAPC holding less than 75 per cent. of such voting rights, in the short to medium term, to procure that Sunkar seeks Sunkar Shareholders' consent to make an application for the cancellation of admission to trading of Sunkar Shares on AIM and the Kazakhstan Stock Exchange. It is anticipated that the cancellation of admission to trading of Sunkar Shares on AIM will take effect no earlier than 20 Business Days following the making of such announcement and notifying the London Stock Exchange of such cancellation date.

The cancellation of the admission to trading of Sunkar Shares on AIM would significantly reduce the liquidity and marketability of any Sunkar Shares in respect of which the Offer has not been accepted at that time.

If SAPC receives acceptances under the Offer in respect of, or otherwise acquires, 90 per cent. or more of the Sunkar Shares to which the Offer relates and 90 per cent. or more of the voting rights carried by the Sunkar Shares to which the Offer relates, SAPC will exercise its rights pursuant to the provisions of Part 28 of the Companies Act 2006 to acquire compulsorily the remaining Sunkar Shares in respect of which the Offer has not been accepted on the same terms as the Offer.

It is also intended that, following the Offer becoming or being declared unconditional in all respects and admission to trading on AIM of Sunkar Shares having been cancelled, Sunkar will be re-registered as a private company under the relevant provisions of the Companies Act 2006.

11. United Kingdom taxation

The following paragraphs, which are intended as a general guide only and are not a substitute for detailed tax advice, are based on current UK legislation and HMRC published practice as at the latest practicable date prior to the issue of this document, which may change. They summarise certain limited aspects of the UK taxation treatment of acceptance of the Offer. They relate only to the position of Sunkar Shareholders who are resident and, in the case of individuals, ordinarily resident in the UK for taxation purposes at all relevant times and who hold their Sunkar Shares beneficially as an investment (other than under a personal equity plan or an individual savings account) and who have not (and are not deemed to have) acquired their Sunkar Shares by reason of an office or employment. The comments below apply only to certain categories of person and, in particular, may not apply to such persons as market makers, brokers, dealers, intermediaries and persons connected with depositary arrangements or clearance services, to whom special rules may apply.

If you are in any doubt as to your taxation position or if you may be subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

UK taxation of chargeable gains

A Sunkar Shareholder's liability to UK taxation of chargeable gains in respect of the disposal of Sunkar Shares pursuant to the Offer will depend on that shareholder's individual circumstances.

The sale of Sunkar Shares by a Sunkar Shareholder pursuant to the Offer will constitute a disposal, or part disposal, of his/her shareholding. Such a disposal or part disposal may give rise to a liability to UK taxation of chargeable gains depending on the Sunkar Shareholder's individual circumstances (including the availability of exemptions, reliefs and allowable losses) and, in particular, the Sunkar Shareholder's base cost in his/her holding of Sunkar Shares.

For Sunkar Shareholders within the charge to UK corporation tax (but who do not qualify for the substantial shareholdings exemption in respect of their Sunkar Shares) indexation allowance may be available in respect of the full period of ownership of the Sunkar Shares to reduce any chargeable gain arising (but not to create or increase an allowable loss) on the disposal of Sunkar Shares.

Stamp Duty and Stamp Duty Reserve Tax (SDRT)

No UK stamp duty or SDRT should be payable by Sunkar Shareholders as a result of accepting the Offer.

12. Overseas Sunkar Shareholders

Overseas Sunkar Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If they are in any doubt about their position, they should consult their own professional adviser in the relevant territory.

The availability of the Offer to Sunkar Shareholders who are not resident in, and not citizens of, the UK may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Overseas Sunkar Shareholders who are not resident in, or not citizens of, the UK should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions and should carefully read paragraph 6 of Part B and paragraph 3 of Part C or paragraph 3 of Part D (as appropriate) of Appendix I to this document. Overseas Sunkar Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The attention of Sunkar Shareholders who are citizens or residents of jurisdictions outside the UK or who are holding Sunkar Shares for such citizens or residents and any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intend to, or may have an obligation to, forward this document and/or the Form of Acceptance and/or any related document in connection with the Offer outside the UK is drawn to paragraph 6 of Part B and paragraph 3 of Part C or paragraph 3 of Part D (as appropriate) of Appendix I to this document and (in the case of Sunkar Shares held in certificated form) to the relevant provisions of the Form of Acceptance, which they should carefully read before taking any action.

The Offer is not being made, directly or indirectly, in or into and is not capable of acceptance from or within any Restricted Jurisdiction. Accordingly, Sunkar Shareholders who are unable to give the warranties set out in paragraph 3 of Part C of Appendix I to this document, or paragraph 3 of Part D of Appendix I to this document in respect of Electronic Acceptances, may be deemed not to have validly accepted the Offer.

13. Procedure for acceptance of the Offer

Sunkar Shareholders who hold their Sunkar Shares in certificated form (that is, not in CREST) should carefully read paragraph 13.1 in conjunction with the Form of Acceptance and Parts B and C of Appendix I to this document. In the case of Sunkar Shareholders who hold their Sunkar Shares in certificated form, the instructions on the Form of Acceptance are deemed to be incorporated in and form part of the terms of the Offer. Sunkar Shareholders who hold their shares in uncertificated form (that is, in CREST) should carefully read paragraph 13.2 in conjunction with Parts B and D of Appendix I to this document.

13.1 *To accept the Offer in relation to Sunkar Shares held in certificated form (that is, not in CREST)*

(a) *Completion of the Form of Acceptance*

To accept the Offer in respect of Sunkar Shares held in certificated form (that is, not in CREST), you must complete and sign the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. You should complete separate Forms of Acceptance for Sunkar Shares held in certificated form but under different designations. **If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance) or have any queries as to how to complete the Form of Acceptance, please telephone the Receiving Agent during normal business hours on 0871 664 0321 from within the UK or on +44 20 8639 3399, if telephoning from outside the UK.** Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

(i) *To accept the Offer in respect of all your Sunkar Shares in certificated form*

To accept the Offer in respect of all your Sunkar Shares held in certificated form, you must insert the number of shares that equate to your entire Shareholding in Box 1. In all cases, you must sign Box 2 of the Form of Acceptance in accordance with the instructions printed on the Form of Acceptance. If no number is inserted in Box 1 (or if a number is inserted in Box 1 which is greater than the number of Sunkar Shares that you hold) and you have signed Box 2, your acceptance will be deemed to be in respect of all Sunkar Shares in certificated form held by you.

(ii) *To accept the Offer in respect of less than all your Sunkar Shares in certificated form*

To accept the Offer in respect of less than all your Sunkar Shares held in certificated form, you must insert in Box 1 of the Form of Acceptance such lesser number of Sunkar Shares in respect of which you wish to accept the Offer in accordance with the instructions printed thereon. You should then follow the procedure set out in paragraph 13.1(a)(i) above. If you do not insert a number in Box 1 of the Form of Acceptance, or if you insert in Box 1 a number which is greater than the number of Sunkar Shares that you hold and you have signed Box 2, your acceptance will be deemed to be in respect of all Sunkar Shares in certificated form held by you.

In all cases, you must sign Box 2 on the Form of Acceptance, including, if you are an individual, in the presence of a witness who should also sign in accordance with the instructions printed on it. Any Sunkar Shareholder which is a company should execute the Form of Acceptance in accordance with the instructions printed on it. The Form of Acceptance is issued only to the addressee(s) and is specific to the unique designated account printed on it. The Form of Acceptance is a personalised form and is not transferable between accounts or uniquely designated accounts. SAPC and the Receiving Agent accept no liability for any instructions which do not comply with the conditions set out in this document, the Form of Acceptance or accompanying materials.

(b) *Return of the Form of Acceptance*

To accept the Offer in respect of Sunkar Shares held in certificated form, the duly completed, signed and witnessed Form of Acceptance should be returned by post or (during normal business hours only) by hand to the Receiving Agent at Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU together (subject to paragraph 13.1(c) below) with the relevant share certificate(s) and/or other document(s) of title, as soon as possible and, in any event, so as to be received not later than 1.00 p.m. (London time) on 8 July 2014. A reply-paid envelope for use in the UK only is enclosed for your convenience. No acknowledgement of receipt of documents will be given by or on behalf of SAPC and documents will be sent at your own risk.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction or otherwise appearing to SAPC or its agents to have been sent from any Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer. For further information on Overseas Sunkar Shareholders, see section 12 of this letter above and paragraph 6 of Part B and paragraph 3 of Part C of Appendix I to this document and the relevant provisions of the Form of Acceptance.

(c) *Document(s) of title*

If your Sunkar Shares are in certificated form, a completed, signed and (where applicable) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and lodge the Form of Acceptance as stated above so as to be received by the Receiving Agent, by post or by hand (during normal business hours only) at the address referred to in

paragraph 13.1(b) above not later than 1.00 p.m. (London time) on 8 July 2014. You should send with the Form of Acceptance, any valid share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should then arrange for the relevant outstanding share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title, you should contact Capita Asset Services (in their capacity as Sunkar's registrars) as soon as possible, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post or (during normal business hours only) by hand to the Receiving Agent at the address given in paragraph 13.1(b) above.

(d) *Validity of acceptances in respect of Sunkar Shares in certificated form*

Without prejudice to Parts B and C of Appendix I to this document and subject to the provisions of the Code, SAPC reserves the right at its sole discretion to treat as valid, in whole or in part, any acceptance of the Offer in relation to Sunkar Shares in certificated form which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to SAPC have been received by the Receiving Agent at the address given above.

13.2 *Sunkar Shares held in uncertificated form (that is, in CREST)*

(a) *General*

If your Sunkar Shares are in uncertificated form (that is, in CREST), to accept the Offer you should take (or procure the taking of) the action set out below to transfer Sunkar Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s) (that is, send a TTE Instruction), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's relevant participant ID referred to below) as the Escrow Agent, **as soon as possible and in any event so that the TTE Instruction settles by not later than 1.00 p.m. (London time) on 8 July 2014. Please note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is nonoperational). You should therefore ensure that you time the input of any TTE Instructions accordingly.**

The input and settlement of a TTE Instruction in accordance with this paragraph 13.2(a) will (subject to satisfying the requirements set out in Parts B and D of Appendix I to this document) constitute an acceptance of the Offer in respect of the number of Sunkar Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your participant ID and the member account ID under which your Sunkar Shares are held. In addition, only your CREST sponsor will be able to send the TTE Instruction(s) to Euroclear in relation to your Sunkar Shares.

After settlement of a TTE Instruction, you will not be able to access the Sunkar Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes unconditional, the Escrow Agent (Capita Asset Services) will transfer the Sunkar Shares concerned to itself in accordance with paragraph 5 of Part D of Appendix I to this document.

You are recommended to refer to the CREST Manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore

apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to your Sunkar Shares to settle prior to 1.00 p.m. (London time) on 8 July 2014. In this regard, you are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(b) *To accept the Offer in respect of Sunkar Shares held in uncertificated form*

To accept the Offer in respect of Sunkar Shares held in uncertificated form, you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE Instruction in relation to such shares. A TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number of the Sunkar Shares. This is GB00B29KHR09;
- the number of Sunkar Shares in respect of which you wish to accept the Offer (i.e. the number of Sunkar Shares in uncertificated form to be transferred to escrow);
- your participant ID;
- your member account ID;
- the participant ID of the Escrow Agent. This is RA10;
- the member account ID of the Escrow Agent for the Offer. This is SUNSUN01;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 8 July 2014;
- the corporate action number of the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- input with a standard delivery instruction priority of 80; and
- your name and contact telephone number in the shared note field.

(c) *Validity of acceptances in respect of Sunkar Shares held in uncertificated form*

Holders of Sunkar Shares in uncertificated form who wish to accept the Offer should note that a TTE Instruction will only be a valid acceptance of the Offer as at the relevant closing date if it has settled on or before 1.00 p.m. (London time) on that date. **A Form of Acceptance which is received in respect of Sunkar Shares held in uncertificated form will not constitute a valid acceptance and will be disregarded.**

13.3 *General*

SAPC will make an appropriate announcement if any of the details in paragraphs 13.1 and/or 13.2 above alter for any reason.

Normal CREST procedures (including timings) apply in relation to any Sunkar Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Sunkar Shares or otherwise). Sunkar Shareholders who are proposing to convert any such Sunkar Shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the Sunkar Shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of share certificate(s) or other document(s) of title or transfers to an escrow balance in the manner described above) prior to 1.00 p.m. (London time) on 8 July 2014.

If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance) or have questions in relation to making an Electronic Acceptance, please contact the Receiving Agent during normal business hours, 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday, on 0871 664 0321 from within the UK or +44 02 8639 3399, if calling from outside the UK. Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

14. Settlement

Subject to the Offer becoming or being declared wholly unconditional (except as provided in paragraph 6 of Part B of Appendix I to this document in the case of certain Overseas Sunkar Shareholders) and provided that the TTE Instruction, Forms of Acceptance, share certificate(s) and/or other document(s) of title are in order, settlement of the consideration to which any Sunkar Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer will be effected by the despatch of cheques or the crediting of CREST accounts: (i) in the case of acceptances received, valid and complete in all respects, by the date on which the Offer becomes unconditional, within 14 days of such date; and (ii) in the case of acceptances received, valid and complete in all respects, after such date but while the Offer remains open for acceptance, within 14 days of such receipt, and in either case in the manner described in paragraphs 14.1 and 14.2 below.

14.1 *Sunkar Shares in certificated form (that is, not in CREST)*

Where an acceptance relates to Sunkar Shares held in certificated form, settlement of the cash consideration to which the accepting Sunkar Shareholder is entitled will be despatched by first class post (or by such other method as may be approved by the Panel) to the accepting Sunkar Shareholder or its appointed agents (but not into any Restricted Jurisdiction). All such cash payments will be made in pounds sterling by cheque drawn on a branch of a UK clearing bank.

14.2 *Sunkar Shares in uncertificated form (that is, in CREST)*

Where an acceptance relates to Sunkar Shares in uncertificated form, settlement of the cash consideration to which the accepting Sunkar Shareholder is entitled will be paid by means of a CREST payment in favour of the accepting Sunkar Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST payment arrangements. SAPC reserves the right to settle all or any part of the consideration referred to in this paragraph 14.2, for all or any accepting Sunkar Shareholder(s), in the manner referred to in paragraph 14.1 above, if, for any reason, it wishes to do so.

14.3 *General*

If the Offer does not become or is not declared wholly unconditional:

- (a) in the case of Sunkar Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 days of the Offer lapsing to the person or agent whose name and address is set out in Box 3 or, if appropriate, Box 5 of the relevant Form of Acceptance or, if none is set out, to the first-named holder at his/her registered address (provided that no such documents will be sent to an address in any Restricted Jurisdiction); and
- (b) in the case of Sunkar Shares held in uncertificated form, the Escrow Agent, Capita Asset Services will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days from the lapsing of the Offer), give TFE Instructions to Euroclear to transfer all Sunkar Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Sunkar Shareholders concerned.

All remittances, communications, notices, certificates and document(s) of title sent by, to or from Sunkar Shareholders or their appointed agents will be sent at their own risk.

Except with the consent of the Panel, settlement of the consideration to which any Sunkar Shareholder is entitled under the Offer will be settled in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which SAPC may otherwise be, or claim to be, entitled as against such Sunkar Shareholder.

15. Further information

Your attention is drawn to the further information contained in the appendices which form part of this document and (if you hold your Sunkar Shares in certificated form) the accompanying Form of Acceptance.

16. Action to be taken to accept the Offer

To accept the Offer in respect of Sunkar Shares, or any of them, in certificated form (that is, not in CREST), you should complete, sign and return the Form of Acceptance (together with your valid share certificate(s) and any other document(s) of title) **as soon as possible and in any event so as to be received by the Receiving Agent, Capita Asset Services, not later than 1.00 p.m. (London time) on 8 July 2014.** Further details on the procedure for acceptance of the Offer if you hold any of your Sunkar Shares in certificated form are set out in paragraph 13.1 of this letter, Parts B and C of Appendix I to this document and in the accompanying Form of Acceptance. A reply-paid envelope (for use in the UK only) is enclosed for your convenience; or acceptances in respect of Sunkar Shares held in uncertificated form (that is, in CREST) should be made electronically so that the TTE Instruction **settles as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 8 July 2014.** Further details on the procedure for electronic acceptance of the Offer if you hold any of your Sunkar Shares in uncertificated form are set out in paragraph 13.2 of this letter and Parts B and D of Appendix I to this document. If you hold your Sunkar Shares as a CREST sponsored member, you should refer to your CREST sponsor, as only your CREST sponsor will be able to send the necessary TTE Instruction(s) to CREST.

If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance) or have questions in relation to making an Electronic Acceptance, please contact the Receiving Agent during normal business hours, 9.00 a.m. to 5.30 p.m. Monday to Friday, on 0871 664 0321 from within the UK or +44 20 8639 3399, if calling from outside the UK. Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

Your decision as to whether to accept the Offer will depend on your individual circumstances. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice from an independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the UK or, if you are outside the UK, from an appropriately authorised independent financial adviser, without delay.

Yours faithfully,

Andreas T Moustras

Director

for and on behalf of Sun Avenue Partners Corp.

APPENDIX I

Conditions and Further Terms of the Offer

Part A: Conditions of the Offer

Conditions of the Offer

The Offer is subject to the following Conditions:

- 1.(a) valid acceptances being received (and not, where permitted, withdrawn) by not later than 1.00 p.m. on 8 July 2014 (or such later time(s) and/or date(s) as SAPC may, with the consent of the Panel or in accordance with the Code, decide) in respect of not less than 90 per cent. (or such lower percentage as SAPC may decide) (1) in nominal value of Sunkar Shares to which the Offer relates, and (2) of the voting rights attached to those shares. For the purposes of this condition:
 - (i) shares which have been unconditionally allotted but not issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry on being entered into the register of members of Sunkar; and
 - (ii) the expression “Sunkar Shares to which the Offer relates” shall be construed in accordance with Part 28 of the Companies Act 2006;
- (b) no government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, professional association, institution, employee representative body, or any other body or person whatsoever in any jurisdiction (each a “Third Party” and all collectively “Third Parties”) having decided or given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having required any action to be taken, or otherwise having done anything, or having enacted, made or proposed and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
 - (i) make the Offer or its implementation or the acquisition or proposed acquisition of control of Sunkar, by SAPC, void, illegal and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, challenge, delay, hinder or otherwise interfere with the same in each case to an extent which is material in the context of the Wider Sunkar Group, or impose material additional conditions or obligations with respect thereto, or otherwise materially challenge or require material amendment to the terms of the Offer;
 - (ii) require, prevent or materially delay the divestiture, or alter the terms envisaged for any proposed divestiture, by SAPC or by any member of the Wider Sunkar Group of all or any portion of their respective businesses, assets or properties or impose any limitation on the ability of any of them to conduct their respective businesses (or any part of them) or to own or manage their respective assets or properties or any part of them to an extent in any such case which is material in the context of SAPC or the Wider Sunkar Group, as the case may be, taken as a whole;
 - (iii) impose any material limitation on, or result in a material delay in, the ability of SAPC, directly or indirectly, to acquire or to hold or to exercise effectively all or any rights of ownership in respect of shares, loans or other securities (or the equivalent) in any member of the Wider Sunkar Group or to exercise management control over any such member to an extent which is material in the context of SAPC or the Wider Sunkar Group, as the case may be, taken as a whole;
 - (iv) save as pursuant to Chapter 3 of Part 28 of the Companies Act 2006 and to an extent which is material, require SAPC or any member of the Wider Sunkar Group to acquire, or offer to

acquire, any shares or other securities (or the equivalent) owned by any third party in, or any asset owned by, any member of the Wider Sunkar Group;

- (v) result in a material delay in the ability of SAPC, or render it unable to a material extent, to acquire some or all of the Sunkar Shares or require a divestiture by SAPC of any shares or other securities (or the equivalent) in Sunkar;
- (vi) materially limit the ability of any member of the Wider Sunkar Group to co-ordinate or integrate its business, or any part of it, with the business or any part of the business of SAPC or any other member of the Wider Sunkar Group;
- (vii) result in any material member of the Wider Sunkar Group or SAPC ceasing to be able to carry on business under any name which it presently does so; or
- (viii) otherwise adversely affect the businesses, assets, liabilities, profits or prospects of SAPC or any member of the Wider Sunkar Group (including any action which would or might adversely affect or prejudice any of the licences, authorisations, exemptions or consents of SAPC or any member of the Wider Sunkar Group) in a manner which is material in the context of SAPC or the Wider Sunkar Group taken as a whole,

and all applicable waiting and other time periods during which any such Third Party could decide to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference under the laws of any relevant jurisdiction or enact any such statute, regulation, order or decision or take any steps having expired, lapsed or been terminated;

- (c) all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, certificates, exemptions, permissions and approvals (“Authorisations”) in any jurisdiction reasonably deemed necessary or appropriate by SAPC for or in respect of the Offer or the proposed acquisition of all or any Sunkar Shares or other securities in, or control of, Sunkar by SAPC having been obtained on terms and in a form reasonably satisfactory to SAPC from all appropriate Third Parties or persons with whom any member of the Wider Sunkar Group has entered into contractual arrangements where the absence of such Authorisations would have a materially adverse effect on SAPC or the Wider Sunkar Group taken as a whole, as the case may be, and all such Authorisations, together with all Authorisations necessary or appropriate to carry on the business of any member of the Wider Sunkar Group where such business is material in the context of the Wider Sunkar Group taken as a whole remaining in full force and effect at the time at which the Offer has been declared or has become unconditional in all respects and there being no indication of any intention to revoke, withdraw, suspend, restrict, withhold or modify or not to grant or review any of the same where such revocation, withdrawal, suspension, restriction, withholding, modification or failure to grant or review would be material in the context of the Wider Sunkar Group or SAPC, as the case may be, and all necessary statutory and regulatory obligations in any jurisdiction having been complied with by the Wider Sunkar Group;
- (d) all necessary or appropriate filings or applications having been made by the Wider Sunkar Group in connection with the Offer, and all necessary or appropriate waiting periods (including extensions thereof) in respect of the Offer or its implementation under any applicable legislation or regulations in any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Offer or the acquisition by SAPC of any shares or other securities in, or control of, Sunkar;
- (e) except as Disclosed, there being no provision of any agreement, authorisation, arrangement, lease, licence, permit or other instrument to which any member of the Wider Sunkar Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Offer or the proposed acquisition by SAPC of any shares or other securities (or the equivalent) in Sunkar or because of a change in the control or management of Sunkar or any member of the Wider Sunkar Group, which would or is reasonably likely to result in, to an extent

which would or might reasonably be expected to be material in the context of the Wider Sunkar Group taken as a whole:

- (i) any monies borrowed by or any other indebtedness (actual or contingent) of, or grant available to, any member of the Wider Sunkar Group, being or becoming repayable or being capable of being declared repayable immediately or prior to their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn, prohibited or inhibited or becoming capable of being withdrawn, prohibited or inhibited;
- (ii) any such agreement, authorisation, arrangement, licence, permit or other instrument or the rights, liabilities, obligations or interests of any member of the Wider Sunkar Group thereunder being terminated or adversely modified or affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (iii) any assets or interests of any member of the Wider Sunkar Group being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged otherwise than in the ordinary course of business;
- (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any material part of the business, property or assets of any member of the Wider Sunkar Group, or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable or being enforced;
- (v) the rights, liabilities, obligations or interests of any member of the Wider Sunkar Group in, or the business of any such member with, any person, company, firm or body (or any agreements relating to any such interest or business) being terminated, or adversely modified or affected;
- (vi) the value of any member of the Wider Sunkar Group or its financial or trading position or profits or prospects being prejudiced or adversely affected;
- (vii) any member of the Wider Sunkar Group ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation or assumption of any liability, actual or contingent, by any member of the Wider Sunkar Group,

and no event having occurred, under any provision of any agreement, authorisation, arrangement, lease, licence, permit or other instrument to which any member of the Wider Sunkar Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, which would or would be reasonably likely to result in any of the events referred to in sub-paragraph (i) to (viii) of this condition;

- (f) except as Disclosed, no member of the Wider Sunkar Group having since 31 December 2012:
 - (i) save as between Sunkar and wholly-owned subsidiaries of Sunkar, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class or securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
 - (ii) sold or transferred or agreed to sell or transfer any Sunkar Shares held in treasury;
 - (iii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Sunkar to Sunkar or any of its wholly-owned subsidiaries;

- (iv) other than pursuant to the Offer (and save for transactions between Sunkar and its wholly-owned subsidiaries or other than in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case;
- (v) (save for transactions between Sunkar and its wholly-owned subsidiaries or other than in the ordinary course of business) disposed of, or transferred, mortgaged or created any security interest over any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so;
- (vi) (save as between Sunkar and its wholly-owned subsidiaries) made or authorised or proposed or announced an intention to propose any change in its loan capital;
- (vii) (save as between transactions between Sunkar and its wholly-owned subsidiaries) issued, authorised, proposed or announced an intention to authorise or propose, the issue of or made any change in or to the terms of any debentures or incurred or increased any indebtedness other than in the ordinary course of business;
- (viii) (save for transactions between members of the Sunkar Group) purchased, redeemed or repaid, or announced any proposal to purchase, redeem or repay, any of its own shares or other securities or reduced or made any other change to or proposed the reduction or other change to any part of its share capital;
- (ix) entered into, implemented, effected, varied, authorised, proposed or announced its intention to enter into, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- (x) entered into or varied or terminated or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or is reasonably likely to be restrictive on the business of the Wider Sunkar Group or which involves or is reasonably likely to involve an obligation of such a nature or magnitude or which is other than in the ordinary course of business, in each case which is, or is reasonably likely to be material in the context of the Wider Sunkar Group;
- (xi) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, service agreement or arrangement with any director or senior executive of any member of the Wider Sunkar Group;
- (xii) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed in the Wider Sunkar Group;
- (xiii) save in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any significant change to:
 - (A) the terms of the trust deeds and rules constituting the pension scheme(s) established for its directors, employees or their dependants;
 - (B) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable thereunder;
 - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined;
 - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made;

- (xiv) agreed or consented to, any change to the trustees of any pension scheme, including the appointment of a trust corporation, to an extent in any such case which is material in the context of the Wider Sunkar Group taken as a whole;
 - (xv) been unable, or admitted in writing that it is unable, to pay its debts as they fall due or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease to carry on all or a substantial part of its business which is material in the context of the Wider Sunkar Group taken as a whole;
 - (xvi) (other than in respect of a member of the Wider Sunkar Group which is dormant and was solvent at the relevant time) taken or proposed any corporate action, or had any legal proceedings threatened or instituted against it for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or proceedings in any relevant jurisdiction having been taken or had any such person appointed;
 - (xvii) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Sunkar Group or SAPC and which is material in the context of the Wider Sunkar Group taken as a whole other than to a nature and extent which is normal in the context of the business concerned;
 - (xviii) waived or compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Wider Sunkar Group;
 - (xix) made any alteration to its memorandum or articles of association or other constitutional documents which is material in the context of the Offer;
- (g) except as Disclosed, since 31 December 2012:
- (i) no adverse change or deterioration has occurred in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Sunkar Group which is material in the context of the Offer or the Wider Sunkar Group taken as a whole;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings or investigations having been threatened in writing, announced, instituted or remaining outstanding by, against or in respect of any member of the Wider Sunkar Group or to which any member of the Wider Sunkar Group is or may become a party (whether as a claimant, defendant or otherwise) and no enquiry or investigation by any Third Party against or in respect of any member of the Wider Sunkar Group having been commenced, announced or threatened in writing by or against or remaining outstanding in respect of any member of the Wider Sunkar Group in each case which might reasonably be expected to have a material adverse effect on the Wider Sunkar Group taken as a whole;
 - (iii) no contingent or other liability having arisen or become apparent to SAPC which would or might reasonably be expected to materially and adversely affect the Wider Sunkar Group taken as a whole;
 - (iv) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Sunkar Group, which is necessary for the proper carrying on of its business in the form carried on as at the date of this document and the withdrawal, cancellation, termination or modification of which is reasonably likely to materially and adversely affect the Wider Sunkar Group taken as a whole;

- (h) except as Disclosed, SAPC not having discovered:
 - (i) that any financial, business or other information concerning the Wider Sunkar Group publicly announced, is misleading, contains a misrepresentation of any fact or omits to state a fact necessary to make that information not misleading to a material extent in the context of the Wider Sunkar Group taken as a whole;
 - (ii) that any present member of the Wider Sunkar Group or any partnership, company or other entity in which any member of the Wider Sunkar Group has a significant economic interest and which is not a subsidiary undertaking of Sunkar, is subject to any liability, contingent or otherwise, which is not disclosed in the annual report and financial statements for Sunkar for the year ending 31 December 2012 and which is material in the context of the Wider Sunkar Group taken as a whole; and
 - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Sunkar Group and which is material in the context of the Wider Sunkar Group taken as a whole;
- (i) SAPC not having discovered, except as Disclosed, that:
 - (i) any past or present member of the Wider Sunkar Group has not complied with all applicable legislation, regulations or other requirements of any jurisdiction with regard to the use, treatment, storage, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or that there has otherwise been a material emission, discharge, disposal, spillage or leak of waste or hazardous substance or any substance likely to impair the environment or harm human health (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) which would, in any case, be reasonably likely to give rise to any liability (whether actual or contingent) on the part of any member of the Wider Sunkar Group and which is material in the context of the Wider Sunkar Group taken as a whole;
 - (ii) there is or is reasonably likely to be any liability (whether actual or contingent) on the part of any past or present member of the Wider Sunkar Group to make good, repair, reinstate or clean up any property of any description or other asset now or previously owned, occupied or made use of by any past or present member of the Wider Sunkar Group, under any environmental legislation, regulation, notice, circular or order of any Third Party which is material in the context of the Wider Sunkar Group taken as a whole; or
 - (iii) circumstances exist (whether as a result of the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Sunkar Group would be reasonably likely to be required to institute) an environmental audit or take any steps which would in any such case be reasonably likely to result in any actual or contingent liability on a member of the Wider Sunkar Group to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or other asset now or previously owned, occupied or made use of by any member of the Wider Sunkar Group, which is material in the context of the Wider Sunkar Group taken as a whole.

For the purposes of these Conditions, “**Disclosed**” means information disclosed (i) in the annual report and financial statements of Sunkar for the year ended 31 December 2012, (ii) the interim results of Sunkar for the six month period ending 30 June 2013, (iii) as publicly announced by Sunkar to a Regulatory Information Service prior to the date of this document since 31 December 2012, or (iv) as otherwise fairly disclosed by or on behalf of Sunkar to SAPC (or its advisers) prior to the date of this document.

Certain further terms of the Offer

The Offer is subject to the following further terms:

- 2.(a) Sunkar Shares which will be acquired under the Offer will be acquired by SAPC fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options, pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching to them, including, without limitation, voting rights and the right to receive and retain all dividends and other distributions (if any) declared, paid or made after the Announcement Date;
- (b) if the Offer lapses it will cease to be capable of further acceptance. Sunkar Shareholders who have accepted the Offer and SAPC shall then cease to be bound by acceptances delivered on or before the date on which the Offer lapses;
- (c) the Offer will lapse if there is a Phase 2 CMA reference, or the European Commission either initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral to a competent authority of the United Kingdom under Article 9(1) of the Regulation and there is then a Phase 2 CMA reference before 1.00 p.m. on the first closing date or the date on which the Offer becomes unconditional as to acceptances, whichever is later;
- (d) the availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements;
- (e) this Offer being governed by English law and made on the Conditions, these further terms, and the further terms of the Offer set out in Parts B, C and D of this Appendix I and, in the case of Sunkar Shares held in certificated form (that is, not in CREST), in the Form of Acceptance and such further terms as may be required to comply with the Code and other applicable law. The Offer will comply with the applicable rules and regulations of the Financial Conduct Authority, the London Stock Exchange and the Code; and
- (f) unless otherwise determined by SAPC and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into a Restricted Jurisdiction, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, any Restricted Jurisdiction and the Offer is not capable of acceptance by any such use, means, instrumentality or facility or from within, any Restricted Jurisdiction.

Part B: Further Terms of the Offer

Except where the context requires otherwise, any reference in Parts B, C or D of this Appendix I, Appendix IV and in the Form of Acceptance to:

- (a) the **Offer** means the Offer and any revision, variation, renewal or extension of the Offer;
- (b) the **Offer becoming unconditional** means the acceptance condition becoming or being declared satisfied, and references to the Offer having become or not become unconditional shall be construed accordingly;
- (c) the **acceptance condition** means the condition set out in paragraph 1 of Part A of Appendix I to this document;
- (d) **acceptances** of the Offer includes deemed acceptances of the Offer;
- (e) **acting in concert** with SAPC is a reference to a person acting or deemed to be acting in concert with SAPC for the purposes of the Code and/or the Offer;
- (f) **First Closing Date** means 8 July 2014;
- (g) **Day 39** means 26 July 2014; and
- (h) **Day 60** means 16 August 2014.

The following further terms apply, unless the context requires otherwise, to the Offer.

1. Acceptance Period

- 1.1 The Offer will initially be open for acceptance until 1.00 p.m. (London time) on the First Closing Date.
- 1.2 Although no such revision is contemplated, if the Offer is revised it will remain open for acceptance for a period of at least 14 calendar days (or such other period as the Panel may permit) after the date on which SAPC publishes the revised Offer documentation. All Sunkar Shareholders who accepted the original offer would be entitled to the revised consideration. Except with the consent of the Panel, no revision of the Offer may be made after 2 August 2014 or, if later, the date falling 14 calendar days before the last date on which the Offer can become unconditional.
- 1.3 The Offer, whether revised or not, shall not (except with the consent of the Panel) be capable of becoming unconditional after midnight on Day 60 (or any other time and/or date beyond which SAPC has stated that the Offer will not be extended and has not, where permitted, withdrawn that statement or extended the Offer beyond the stated earlier date), nor of being kept open for acceptances after that time and/or date unless the Offer has previously become unconditional, provided that SAPC reserves the right, with the permission of the Panel, to extend the Offer to a later time and/or date. Except with the consent of the Panel, SAPC may not, for the purpose of determining whether the acceptance condition has been satisfied, take into account acceptances received or purchases of Sunkar Shares made after 1.00 p.m. (London time) on Day 60 (or any other time and/or date beyond which SAPC has stated that the Offer will not be extended (and has not, where permitted, withdrawn that statement or extended the Offer beyond the stated earlier date)) or, if the Offer is so extended, such later time and/or date as SAPC, with the permission of the Panel, may determine. If the latest time at which the Offer may become unconditional is extended beyond midnight on Day 60, acceptances received and purchases of Sunkar Shares made in respect of which the relevant documents are received by the Receiving Agent after 1.00 p.m. (London time) on Day 60 may (except where the Code otherwise permits) only be taken into account with the agreement of the Panel.
- 1.4 If the Offer becomes unconditional, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired (the "Subsequent Offer Period"). If the Offer has become unconditional and it is stated by or on behalf of SAPC that the Offer will remain open until further notice, then not less than 14 calendar days' notice in writing will be given to those

holders of Sunkar Shares who have not accepted the Offer prior to the closing of the Subsequent Offer Period.

- 1.5 If a competitive situation arises after a “no extension” statement and/or a “no increase” statement (as referred to in the Code) has been made by or on behalf of SAPC in relation to the Offer, SAPC may, if it specifically reserves the right to do so at the time such statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw such statement and be free to extend the Offer provided it complies with the requirements of the Code and, in particular, that:
 - (a) it announces the withdrawal and that it is free to extend the Offer (as appropriate) as soon as possible and in any event within four Business Days after the day of the firm announcement of the competing offer or other competitive situation;
 - (b) it notifies Sunkar Shareholders to that effect in writing at the earliest opportunity or, in the case of Sunkar Shareholders with registered addresses outside the UK or whom SAPC knows to be a nominee, custodian or trustee holding Sunkar Shares for such persons, by announcement in the UK; and
 - (c) any Sunkar Shareholders who accepted the Offer after the date of the “no extension” statement are given a right of withdrawal in accordance with paragraph 3.4 of this Part B.
- 1.6 SAPC may, if it specifically reserved the right to do so at the time the statement was made (or otherwise with the consent of the Panel), choose not to be bound by the terms of a “no extension” or “no increase” statement and may publish an increased or improved Offer (either as to the value or form of the consideration or otherwise) if it is recommended for acceptance by the Sunkar Board, or in any circumstance permitted by the Panel.
- 1.7 If a competitive situation arises (as determined by the Panel) and is continuing on Day 60, SAPC will enable Sunkar Shareholders holding Sunkar Shares in uncertificated form who have not already validly accepted the Offer but who have previously accepted any competing offer to accept the Offer by special form of acceptance to take effect on Day 60 (or such later day to which the Offer may be extended with the consent of the Panel). It shall be a condition of such special form of acceptance being a valid acceptance of the Offer that: (i) it is received by the Receiving Agent on or before Day 60 (or such later day); (ii) the relevant Sunkar Shareholder shall have applied to withdraw his/her acceptance of the competing offer but the Sunkar Shares to which such withdrawal relates shall not have been released from escrow before Day 60 (or such later day) by the escrow agent to the competing offer; and (iii) the Sunkar Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from SAPC to Sunkar Shareholders set out in Part II of this document on or before Day 60 (or such later day), but an undertaking is given that they will be so transferred as soon as possible thereafter.
- 1.8 Sunkar Shareholders wishing to use such special forms of acceptance should apply to the Receiving Agent, Capita Asset Services, by telephone on 0871 664 0321 from within the UK or on +44 20 8639 3399, if calling from outside the UK, between 9.00 a.m. and 5.30 p.m. (London time) no later than the Business Day preceding Day 60 (or such later day) in order that such forms can be despatched. Notwithstanding the right to use such special form of acceptance, holders of Sunkar Shares in uncertificated form may not use a Form of Acceptance (for use when accepting the Offer in respect of certificated shares) (or any other purported form of acceptance) for the purpose of accepting the Offer in respect of such uncertificated shares.
- 1.9 If Sunkar makes an announcement of the kind referred to in Rule 31.9 of the Code after Day 39 (or such other date as the Panel may determine shall be relevant for the purpose of Rule 31.9) after a “no extension” statement has been made by or on behalf of SAPC in respect of the Offer, SAPC may, with the consent of the Panel and if it reserved the right to do so in such circumstances at the time such statement was made, choose not to be bound by that statement and so be free to extend the Offer, provided that an announcement of that fact is made as soon as possible and in any event within four Business Days after such announcement by Sunkar and, at the earliest opportunity thereafter, Sunkar

Shareholders are informed of that fact in writing or, in the case of Sunkar Shareholders with registered addresses outside the UK, or whom Sunkar knows to be a nominee, custodian or trustee holding Sunkar Shares for such persons, by announcement in the UK.

- 1.10 For the purpose of determining whether the acceptance condition has been satisfied, SAPC will not be bound (unless otherwise required by the Panel) to take into account any Sunkar Shares which have been issued or unconditionally allotted or which arise as the result of the exercise of subscription or conversion rights or which have ceased to be Treasury Shares before that determination takes place, unless written notice given by Sunkar or its agent containing relevant details of the allotment, issue, subscription or conversion or sale or transfer of Treasury Shares has been received before that time by the Receiving Agent on behalf of SAPC at the address specified in paragraph 3.1 below. Notification by telex or facsimile or other electronic transmission or copies will not be sufficient to constitute written notice for this purpose.
- 1.11 SAPC reserves the right to reduce the per cent. of Sunkar Shares required to satisfy the acceptance condition at any time prior to all the Conditions being satisfied, fulfilled or, where permitted, waived, provided that such per cent. shall not be reduced to below 50 per cent. of the voting rights then normally exercisable at general meetings of Sunkar.

2. Announcements

- 2.1 Without prejudice to paragraph 3 below, by 8.00 a.m. (London time) on the Business Day following the day on which the Offer is due to expire, or becomes unconditional, is revised or is extended, as the case may be (or such later time or date as the Panel may agree) (the “relevant day”), SAPC will make an appropriate announcement and simultaneously inform a Regulatory Information Service of the position. Such announcement will also state (unless otherwise permitted by the Panel):
- (a) the number of Sunkar Shares for which acceptances of the Offer have been received (specifying the extent, if any, to which such acceptances have been received from persons acting in concert with SAPC or in respect of Sunkar Shares (if any) which were subject to an irrevocable commitment or a letter of intent procured by SAPC or any person acting in concert with SAPC);
 - (b) details of any relevant securities of Sunkar in which SAPC or any person acting in concert with SAPC has an interest or in respect of which any of them has a right to subscribe, in each case specifying the nature of the interests or rights concerned. Similar details of any short positions (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, will also be stated;
 - (c) details of any relevant securities of Sunkar in respect of which SAPC or any person acting in concert with SAPC has an outstanding irrevocable commitment or letter of intent; and
 - (d) details of any relevant securities of Sunkar which SAPC or any person acting in concert with SAPC has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,
 - (e) and will in each case specify the per cent. of each class of relevant securities represented by these figures. Any such announcement shall include a prominent statement of the total number of Sunkar Shares which SAPC may count towards the satisfaction of the acceptance condition and the per cent. of Sunkar’s issued share capital represented by this figure.
- 2.2 Any decision to extend the time and/or date by which the acceptance condition has to be satisfied may be made at any time up to, and will be announced not later than, 8.00 a.m. on the relevant day (or such later time and/or date as the Panel may agree). The announcement will also state the next expiry time and date (unless the Offer is unconditional, in which case it may instead state that the Offer will remain open until further notice).

- 2.3 In calculating the number of Sunkar Shares represented by acceptances and/or purchases, there may be included or excluded for announcement purposes, subject to paragraph 6.7 below, acceptances and purchases not in all respects in order or subject to verification, provided that such acceptances or purchases shall not be included unless they could be counted towards fulfilling the acceptance condition in accordance with paragraph 6.7 below and the provisions of the Code.
- 2.4 In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of SAPC include the release of an announcement by public relations consultants or by Hub Capital on behalf of SAPC and the delivery by hand, telephone, telex or facsimile transmission or other electronic transmission of an announcement to a Regulatory Information Service. An announcement made otherwise than to a Regulatory Information Service will be notified simultaneously to a Regulatory Information Service (unless the Panel otherwise agrees).
- 2.5 A copy of any announcement made by SAPC in accordance with this paragraph 2 will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Sunkar's website at www.sunkarresources.com as soon as possible after the making of such announcement and in any event by no later than 12 noon on the following Business Day, and will remain on such website while the Offer remains open for acceptances.
- 2.6 Without limiting the manner in which SAPC may choose to make any public statement and subject to SAPC's obligations under applicable law, including the Code, SAPC will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

3. Rights of withdrawal

- 3.1 If SAPC, having announced the Offer to be unconditional, fails by 3.30 p.m. on the relevant day (as defined in paragraph 2.1 of this Part B) (or such later time(s) and/or date(s) as the Panel may agree) to comply with any of the relevant requirements specified in paragraph 2 of this Part B, an accepting Sunkar Shareholder may (unless the Panel otherwise agrees) immediately after that time withdraw his/her acceptance of the Offer by written notice signed by the accepting Sunkar Shareholder (or his/her agent duly appointed in writing and evidence of whose appointment, in a form reasonably satisfactory to SAPC, is produced with the notice) given by post or (during normal business hours only) by hand to Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU. Alternatively, in the case of Sunkar Shares held in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3.8 of this Part B. Subject to paragraph 1.5 of this Part B, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by SAPC confirming, if that is the case, that the Offer is still unconditional and complying with the other relevant requirements specified in paragraph 1.5 of this Part B. If any such confirmation is given, the first period of 14 calendar days referred to in paragraph 1.4 of this Part B will run from the date of that confirmation and compliance.
- 3.2 If by 1.00 p.m. on Day 60 (or such later time and/or date as the Panel may agree) the Offer has not become unconditional, an accepting Sunkar Shareholder may withdraw his/her acceptance at any time thereafter in the manner referred to in paragraph 3.1 above (or, in the case of Sunkar Shares held in uncertificated form, in the manner set out in paragraph 3.8 of this Part B), before the earlier of:
- (a) the time that the Offer becomes unconditional; and
 - (b) the final time for lodgement of acceptances of the Offer which can be taken into account in accordance with paragraph 1.2 of this Part B.
- 3.3 If an accepting Sunkar Shareholder withdraws his/her acceptance, all documents of title and other documents lodged with the Form of Acceptance will be returned as soon as practicable following the receipt of the withdrawal (and in any event within 14 calendar days) and the Receiving Agent will immediately give instructions for the release of securities held in escrow.

- 3.4 If the Panel determines that Sunkar is not permitted to invoke, or cause or permit SAPC to invoke, a Condition, it may instead determine that accepting Sunkar Shareholders shall be entitled to withdraw their acceptances on such terms and by such time as the Panel considers appropriate notwithstanding that the Offer has become unconditional as to acceptances. The Panel may also determine that the timetable applicable to the Offer shall be varied in such manner as it may determine. Exercise of such withdrawal rights by accepting Sunkar Shareholders could result in the Offer, if it has become unconditional as to acceptances, ceasing to be unconditional as to acceptances.
- 3.5 If a “no increase” and/or a “no extension” statement is withdrawn in accordance with paragraph 1.5 of this Part B, any acceptance made by a Sunkar Shareholder after the date of that statement may be withdrawn thereafter in the manner referred to in paragraph 3.1 above (or, in the case of Sunkar Shares held in uncertificated form, in the manner set out in paragraph 3.8 of this Part B) for a period of eight calendar days following the date on which the notice of the withdrawal of such statement is posted to Sunkar Shareholders.
- 3.6 Except as provided by this paragraph 3, acceptances shall be irrevocable.
- 3.7 In this paragraph 3, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Sunkar Shareholder(s) or his/their agent(s) duly appointed in writing (evidence of whose appointment is produced with the notice in a form reasonably satisfactory to SAPC). Notification by telex, email, facsimile or other electronic transmissions or copies will not be sufficient to constitute written notice. No notice which is post-marked in, or otherwise appears to SAPC or its agents to have been sent from, a Restricted Jurisdiction, will be treated as valid.
- 3.8 In the case of Sunkar Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraphs 3.1 to 3.4 above, an accepting Sunkar Shareholder may withdraw his/her acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his/her CREST sponsor sends) an ESA Instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA Instruction must, in order for it to be valid and settle, include the following details:
- the corporate action ISIN number of Sunkar Shares. This is GB00B29KHR09;
 - the number of Sunkar Shares in uncertificated form to be withdrawn;
 - the member account ID of the accepting holder of Sunkar Shares;
 - the participant ID of the accepting holder of Sunkar Shares;
 - the member account ID of the Escrow Agent. This is RA10;
 - the participant ID of the Escrow Agent. This is SUNSUN01;
 - the CREST transaction ID of the Electronic Acceptance to be withdrawn, to be inserted at the beginning of the shared note field;
 - input with a standard delivery instruction priority of 80;
 - the intended settlement date for the withdrawal;
 - the corporate action number for the Offer, which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST; and
 - the name and contact telephone number of the accepting Sunkar Shareholder inserted into the shared note field.

Any such withdrawal will be conditional on the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will, on behalf of SAPC, reject or accept the

withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- 3.9 Immediately (or within such longer period, not exceeding 14 calendar days, as the Panel may permit) upon a Sunkar Shareholder validly withdrawing his/her acceptance in respect of Sunkar Shares held in uncertificated form, the Receiving Agent will give TFE Instructions to Euroclear to transfer all relevant Sunkar Shares held in escrow balances, and in relation to which it is the Escrow Agent for the purposes of the Offer, to the original available balances of the Sunkar Shareholder concerned and, in respect of Sunkar Shares held in certificated form, the Receiving Agent will return by post (or by such other method as may be approved by the Panel) all share certificates and/or other document(s) of title to the holder of Sunkar Shares concerned.
- 3.10 Sunkar Shares in respect of which acceptances have been properly withdrawn in accordance with this paragraph 3 may subsequently be re-assented to the Offer by following one of the procedures described in section 13 of the letter from SAPC to Sunkar Shareholders set out in Part II of this document, at any time while the Offer remains open for acceptance.
- 3.11 All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by SAPC, acting in good faith, whose determination (except as required by the Panel) will be final and binding. None of SAPC, the Receiving Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph.

4. Revised offer

- 4.1 No revision of the Offer is envisaged. However, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms and conditions or in the value or nature of the consideration offered or otherwise) and such revision represents, on the date on which it is announced (on such basis as SAPC and/or Hub Capital may consider appropriate), an improvement (or no diminution) in the value of the Offer as so revised compared with the consideration or terms previously offered or in the overall value received and/or retained by a Sunkar Shareholder (under the Offer or otherwise), the benefit of the revised Offer will, subject as provided in paragraphs 4.3, 4.4 and 5 of this Part B of Appendix I, be made available to any Sunkar Shareholder who has accepted the Offer in its original or previously revised form(s) and not validly withdrawn such acceptance in accordance with paragraph 3 above (hereinafter called a "Previous Acceptor"). The acceptance of the Offer by or on behalf of a Previous Acceptor in its original or any previously revised form(s) shall, subject as provided in paragraphs 4.3, 4.4 and 5 of this Part B of Appendix I, be treated as an acceptance of the Offer as so revised and shall also constitute the separate and irrevocable appointment of SAPC and each of its directors as his/her attorney and/or agent with authority:
- (a) to accept any such revised Offer on behalf of such Previous Acceptor;
 - (b) if such revised Offer includes alternative forms of consideration, to make on his/her behalf elections for and/or accept such alternative forms of consideration in such proportions as such attorney and/or agent in his/her absolute discretion thinks fit; and
 - (c) to execute on behalf of and in the name of such Previous Acceptor all such further documents (if any) and to do all such further things (if any) as may be required to give effect to such acceptances and/or elections. In making any such election and/or acceptance, such attorney and/or agent shall take into account the nature of any previous acceptances and/or elections made by or on behalf of the Previous Acceptor and such other facts or matters as he/she may reasonably consider relevant.
- 4.2 Subject to paragraphs 4.3 and 4.4 of this Part B of Appendix I, the powers of attorney and authorities conferred by this paragraph 4 and any acceptance of a revised Offer pursuant thereto shall be irrevocable unless and until the Previous Acceptor becomes entitled to withdraw his/her acceptance under paragraph 3 of this Part B of Appendix I and duly and validly does so.

4.3 The deemed acceptance referred to in paragraph 4.1 of this Part B of Appendix I shall not apply and the authorities conferred by that paragraph shall not be exercised, to the extent that a Previous Acceptor:

- (a) in respect of Sunkar Shares held in certificated form, lodges with the Receiving Agent, within 14 days of the publication of the document containing the revised Offer (or such later date as SAPC may determine), a Form of Acceptance (or other form validly issued by or on behalf of SAPC) in which he validly elects to receive the consideration receivable by him under such revised Offer in some other manner than that set out in his/her original acceptance; or
- (b) in respect of Sunkar Shares held in uncertificated form, sends (or, if a CREST sponsored member, procures that his/her CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each ESA instruction must, in order for it to be valid and settle, include the following details:
 - (i) the number of Sunkar Shares in respect of which the changed election is made;
 - (ii) the ISIN number for the Sunkar Shares (this is GB00B29KHR09);
 - (iii) the member account ID of the Previous Acceptor;
 - (iv) the participant ID of the Previous Acceptor;
 - (v) the member account ID of the Escrow Agent included in the relevant Electronic Acceptance (this is RA10);
 - (vi) the participant ID of the Escrow Agent (this is SUNSUN01);
 - (vii) the CREST transaction ID of the Electronic Acceptance in respect of which the election is to be changed, to be inserted at the beginning of the shared note field;
 - (viii) the intended settlement date for the changed election;
 - (ix) the corporate action number for the Offer, which is allocated by Euroclear and can be found by viewing the relevant corporation action details in CREST; and
 - (x) a contact telephone number in the shared note field;

and, in order that the desired change of election can be effected, must include:

- (xi) the member account ID of the Escrow Agent relevant to the new election; and
- (xii) input with a standard delivery instruction priority of 80.

Any such change of election in respect of Sunkar Shares held in uncertificated form will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will on behalf of SAPC reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

4.4 The deemed acceptance referred to in paragraph 4.1 of this Part B of Appendix I shall not apply and the authorities conferred by that paragraph shall not be exercised if, as a result thereof, the Previous Acceptor would (on such basis as SAPC may consider appropriate) thereby receive and/or retain (as appropriate) less in aggregate in consideration under the revised Offer than he would have received and/or retained (as appropriate) in aggregate as a result of acceptance of the Offer in the form in which it was previously accepted by him/her or on his/her behalf (unless such Previous Acceptor has previously agreed in writing to receive and/or retain (as appropriate) less in aggregate consideration). The authorities conferred by paragraph 4.1 of this Part B of Appendix I shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph.

4.5 SAPC and the Receiving Agent reserve the right to treat an executed Form of Acceptance or TTE instruction in respect of the Offer (in its original or any previously revised form(s)) which is received

(or dated) on or after the announcement or issue of any revised Offer as a valid acceptance of the revised Offer and/or, where applicable, a valid election for or acceptance of any of the alternative forms of consideration made available pursuant thereto. Such acceptances shall constitute an authority in the terms of paragraph 4.1 of this Part B of Appendix I, mutatis mutandis, on behalf of the relevant Sunkar Shareholder.

5. General

- 5.1 Except with the consent of the Panel, the Offer will lapse unless all the conditions to the Offer set out in Part A of this Appendix I have been fulfilled or (if capable of waiver) waived by SAPC by midnight on Day 60 or by midnight on the date which is 21 days after the date on which the Offer becomes unconditional, whichever is the later, or in each case such later date as SAPC, with the consent of the Panel, may decide provided that SAPC shall be under no obligation to waive or treat as satisfied any of the conditions set out in Part A of this Appendix I by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Offer may at such earlier date have been waived or fulfilled and that there are, at such earlier date, no circumstances indicating that any such conditions may not be capable of fulfilment.
- 5.2 If the Offer lapses for any reason, the Offer will cease to be capable of further acceptance and accepting Sunkar Shareholders and SAPC will cease to be bound by Forms of Acceptance and Electronic Acceptances submitted before the time the Offer lapses.
- 5.3 Except with the consent of the Panel, settlement of the consideration to which any Sunkar Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which SAPC may otherwise be, or claim to be, entitled as against such Sunkar Shareholder and will be effected:
- (a) in the case of acceptances received, complete in all respects (including the relevant transfer to escrow or (as applicable) receipt of relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to SAPC), by the date on which the Offer becomes unconditional, within 14 calendar days of such date; or
 - (b) in the case of acceptances of the Offer received, complete in all respects (including the relevant transfer to escrow or (as applicable) receipt of relevant share certificate(s), and/or other document(s) of title or indemnities satisfactory to SAPC), after the date on which the Offer becomes unconditional but while it remains open for acceptance, within 14 calendar days of such receipt.

All cash payments (other than payments made by means of CREST) will be made by cheque drawn on a branch of a UK clearing bank. Unless otherwise determined by SAPC, no consideration will be sent to any address in a Restricted Jurisdiction. Where the Sunkar Shares concerned are in uncertificated form, cash consideration will be paid by a CREST payment or, at SAPC's discretion, in pounds sterling by cheque drawn as aforesaid.

- 5.4 Notwithstanding the right reserved by SAPC to treat an acceptance of the Offer as valid (even though in the case of certificated Sunkar Shares the Form of Acceptance is not entirely in order or not accompanied by the relevant Sunkar Share certificate(s) and/or other document(s) of title or indemnities reasonably satisfactory to SAPC), except as otherwise agreed with the Panel:
- (a) an acceptance of the Offer will only be counted towards fulfilling the acceptance condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it, and Sunkar Shares falling within Note 8 on Rule 10 of the Code will not be counted towards fulfilling the Conditions;
 - (b) a purchase of Sunkar Shares by SAPC or its nominee(s) (or, in the case of a Rule 9 offer, any person acting in concert with SAPC, or its nominee(s)) will only be counted towards fulfilling the acceptance condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it; and

- (c) the Offer will not become unconditional unless the Receiving Agent has issued a certificate to SAPC or Hub Capital stating the number of Sunkar Shares in respect of which acceptances have been received which comply with sub-paragraph 5.4(a) above and the number of Sunkar Shares otherwise acquired, whether before or during the Offer Period, which comply with sub-paragraph 5.4(b) above. Copies of such certificate will be sent to the Panel and to Hub Capital as soon as possible after it is issued.
- 5.5 The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance will, in respect of certificated Sunkar Shares, constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires. The provisions of this Appendix I shall be deemed to be incorporated into and form part of the Form of Acceptance.
- 5.6 All references in this document and in the Form of Acceptance to the First Closing Date will (except in the definition of Offer Period and where the context otherwise requires) be deemed, if the expiry date of the Offer is extended, to refer to the expiry date of the Offer as so extended.
- 5.7 References in this Part B and in Part C of this Appendix I to a Sunkar Shareholder will include references to the person or persons executing a Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, such paragraphs will apply to them jointly and severally.
- 5.8 Any omission or failure to despatch this document, the Form of Acceptance, any other documents relating to the Offer or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, will not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person.
- 5.9 Without prejudice to any other provision of this Part B, SAPC reserves the right (subject to the Code) to treat acceptances of the Offer as valid if not entirely in order or not accompanied by the relevant share certificate(s) and/or other relevant document(s) of title or not accompanied by the relevant TTE Instructions or if received by, or on behalf of it, at any place or places, or in any manner, otherwise than as specified in this document or in the Form of Acceptance. In that event, no payment of cash or settlement of consideration will be made under the Offer until the relevant TTE Instruction has settled or (as applicable) the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to SAPC have been received.
- 5.10 No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or other document(s) of title will be given by, or on behalf of, SAPC. All communications, notices, certificates, document(s) of title and remittances to be delivered by, or sent to or from, holders of Sunkar Shares (or their designated agent(s)) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- 5.11 Subject to paragraph 6 of this Part B, the Offer extends to persons to whom the Offer is made or should be made but to whom this document, the Form of Acceptance or any related documents may not be despatched or who may not receive any such documents and such persons may inspect or collect copies of these documents from the Receiving Agent at the relevant address set out in paragraph 3.1 of this Part B.
- 5.12 SAPC reserves the right to notify any matter (including the making of the Offer) to all or any holder of Sunkar Shares with a registered address outside the UK or whom SAPC knows to be a custodian, trustee or nominee holding Sunkar Shares for persons who are citizens, residents or nationals of jurisdictions outside the UK, by announcement in the UK to the London Stock Exchange or in any other appropriate manner, or by paid advertisement in a daily newspaper published and circulated in the UK or any part thereof, or in the London Gazette, in which event such notice will be deemed to have been sufficiently given, notwithstanding any failure by any such Sunkar Shareholder to receive or see such notice, and all references in this document to notice in writing by or on behalf of SAPC will be construed accordingly.

- 5.13 The Offer is made on 17 June 2014 by means of this document and an advertisement proposed to be published in the London Gazette dated on or around 18 June 2014 and is capable of acceptance from and after 17 June 2014. Copies of this document, the Form of Acceptance and any related documents are available from the Receiving Agent at the address set out in paragraph 3.1 of this Part B from that time.
- 5.14 If the Offer does not become unconditional:
- (a) in the case of Sunkar Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 days of the Offer lapsing to the person or agent whose name and address is set out in Box 3 or, if appropriate, Box 5 of the relevant Form of Acceptance or, if none is set out, to the first-named holder at his/her registered address (provided that no such documents will be sent to an address in any Restricted Jurisdiction); and
 - (b) in the case of Sunkar Shares held in uncertificated form, the Escrow Agent, Capita Asset Services, will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days from the lapsing of the Offer), give TFE Instructions to Euroclear to transfer all Sunkar Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Sunkar Shareholders concerned.
- 5.15 All powers of attorney, appointments of agents and authorities conferred by this Appendix I or in the Form of Acceptance are given by way of security for the performance of the obligations of the Sunkar Shareholder concerned and are irrevocable (in respect of powers of attorney in accordance with section 4 of the Powers of Attorney Act 1971) except in the circumstances where the donor of such power of attorney or authority or appointment is entitled to withdraw his/her acceptance in accordance with paragraph 3 of this Part B and duly does so.
- 5.16 In relation to any acceptance of the Offer in respect of a holding of Sunkar Shares which is in uncertificated form, SAPC reserves the right to make such alterations, additions or modifications to the terms of the Offer as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.
- 5.17 Neither SAPC, nor any agent or director of SAPC, nor any person acting on behalf of any of them shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offer on any of the bases set out above or otherwise in connection therewith.
- 5.18 For the purposes of this document, the time of receipt of a TTE Instruction, an ESA Instruction or an Electronic Acceptance shall be the time that the relevant instruction settles in CREST.
- 5.19 The Offer, all acceptances made thereof, this document, all Electronic Acceptances, the Form of Acceptance and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made under any of the foregoing (including non-contractual disputes or claims), and the relationship between any Sunkar Shareholder and SAPC or the Receiving Agent in respect thereof will be governed by and construed in accordance with the laws of England. Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a Sunkar Shareholder will constitute his/her irrevocable submission, in relation to all matters arising out of or in connection with the Offer and the Form of Acceptance or the Electronic Acceptance (as appropriate), to the jurisdiction of the courts of England and his/her agreement that nothing shall limit the right of SAPC, the Receiving Agent or their respective agents to bring any action, suit or proceeding arising out of or in connection with the Offer and the Form of Acceptance or the Electronic Acceptance (as appropriate) in any other manner permitted by law or in any court of competent jurisdiction.

- 5.20 The Offer extends to all Sunkar Shares unconditionally allotted or issued on the date on which the Offer is made and any further Sunkar Shares unconditionally allotted or issued before the date on which the Offer closes or such earlier date as SAPC may, subject to the Code, decide.
- 5.21 The Sunkar Shares are to be acquired by SAPC fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching to them, including, without limitation, voting rights, the right to receive and retain in full all dividends and other distributions, if any, declared, paid or made after the Announcement Date.
- 5.22 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this document, the Form of Acceptance or any contract made pursuant to the Offer.
- 5.23 All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date hereof).

6. Overseas Sunkar Shareholders

- 6.1 The making and availability of the Offer in jurisdictions outside the UK, or to certain persons who are Overseas Sunkar Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Sunkar Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. It is the responsibility of any such person wishing to accept the Offer to satisfy himself or herself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and compliance with other necessary formalities. Any such Overseas Sunkar Shareholder will be responsible for the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction by whomsoever payable and SAPC and any person acting on their behalf shall be fully indemnified and held harmless by such Overseas Sunkar Shareholder for any such issue, transfer or other taxes or duties or other requisite payments as such person (and any person acting on behalf of them) may be required to pay. **If you are an Overseas Sunkar Shareholder and you are in any doubt about your position, you should consult your professional adviser in the relevant jurisdiction.**
- 6.2 Unless otherwise determined by SAPC and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into a Restricted Jurisdiction, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex, telephone and the internet) of interstate or foreign commerce of, or of any facilities of a national securities exchange of any Restricted Jurisdiction and is not capable of acceptance by any such use, means, instrumentality or facility, or from within any Restricted Jurisdiction.
- 6.3 Copies of the Offer Document and/or the Form of Acceptance are not being and must not be, directly or indirectly, mailed or otherwise distributed or sent in or into or from any Restricted Jurisdiction, including to Sunkar Shareholders with registered addresses in those jurisdictions or to persons whom SAPC knows to be custodians, nominees or trustees holding Sunkar Shares for such persons. Persons receiving such documents (including, without limitation, custodians, nominees and trustees) must not distribute, send or mail them in, into or from a Restricted Jurisdiction, or use such mails or any such means or instrumentality for any purpose, directly or indirectly, in connection with the Offer, and doing so may render invalid any related purported acceptance of the Offer. Persons wishing to accept the Offer must not use the mails or any such means, or instrumentality or facility of any Restricted Jurisdiction for any purpose directly or indirectly related to the acceptance of the Offer. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Offer must not be postmarked in, or otherwise dispatched from, any Restricted Jurisdiction and all acceptors must provide addresses outside a Restricted Jurisdiction for the receipt or the remittance of the consideration to which they are entitled under the Offer, or for the return of the Form of Acceptance and (in relation to Sunkar Shares in certificated form) any Sunkar share certificate(s) and/or other document(s) of title.

Note to US Sunkar Shareholders

- 6.4 The Offer is being made for the securities of an English company which is not subject to US disclosure requirements. The financial information included in this document has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The Offer is being made in the United States in accordance with the requirements of the Code. Accordingly, the Offer is subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable to tender offers made in accordance with US procedures and law. It may be difficult for Sunkar Shareholders in the US to enforce their rights and any claim arising out of the US federal securities laws, since SAPC and Sunkar are located in non-US jurisdictions, and some or all of their officers and directors may be residents of non-US jurisdictions. US Sunkar Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to the judgment of a US court.

In accordance with the Code and normal UK market practice and pursuant to Rule 14e-5(b)(10) under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), SAPC or its nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Sunkar Shares outside the United States, otherwise than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance, such as in open market purchases at prevailing prices or privately negotiated purchases at negotiated prices. In the event that SAPC or its nominees or brokers (acting as agents) purchase or make arrangements to purchase Sunkar Shares for a higher price than the Offer Price, the Offer Price will be increased to match the higher price paid outside the Offer. Such purchases, or arrangements to purchase, will comply with all applicable United Kingdom rules, including the Code and the AIM Rules. These purchases may occur in the open market or as privately negotiated transactions. Any information about such purchases which is required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. Neither the US Securities and Exchange Commission nor any securities commission of any state or other jurisdiction of the United States has approved or disapproved of this document or determined whether this document is accurate or complete. Any representation to the contrary is a criminal offence.

- 6.5 Subject as provided below, a Sunkar Shareholder will be deemed NOT to have accepted the Offer if:
- (a) he puts "NO" in Box 4 of the Form of Acceptance and thereby does not make the representations and warranties set out in paragraph 3 of Part C of this Appendix I;
 - (b) Box 3 of the Form of Acceptance contains an address in a Restricted Jurisdiction and he does not insert in Box 5 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer to be sent, subject to the provisions of this paragraph 6 and applicable laws;
 - (c) he inserts in Box 3 of the Form of Acceptance a telephone number in a Restricted Jurisdiction for use in the event of queries;
 - (d) a Form of Acceptance received from him is received in an envelope postmarked in, or otherwise appears to SAPC or its receiving agents to have been sent from or otherwise evidences use of any means or instrumentality of, a Restricted Jurisdiction; or
 - (e) (in respect of uncertificated Sunkar Shares) he makes a Restricted Escrow Transfer (as defined in paragraph 6.7 below) pursuant to paragraph 6.7 below unless he also makes a related Restricted ESA Instruction (as defined in paragraph 6.7 below) which is accepted by the Receiving Agent. SAPC reserves the right, in its sole discretion, to investigate, in relation to

any acceptance, whether the representations and warranties set out in paragraph 3 of Part C (or as the case may be, Part D) of this Appendix I could have been truthfully given by the relevant Sunkar Shareholder and, if such investigation is made and as a result SAPC cannot satisfy itself that such representations and warranties are true and correct, such acceptance shall not be valid.

- 6.6 If, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees) whether pursuant to a contractual or legal obligation or otherwise forwards the Offer Document and/or the Form of Acceptance in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, facsimile transmission, email, telex, telephone and the internet) of interstate or foreign commerce of, or any facilities of a national securities exchange of, such jurisdictions in connection with such forwarding, such person should:
- (a) inform the recipient of such fact;
 - (b) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
 - (c) draw the attention of the recipient to this paragraph 6.
- 6.7 If a Sunkar Shareholder holding Sunkar Shares in uncertificated form is unable to give the representations and warranties set out in paragraph 3 of Part D of this Appendix I, but nevertheless can produce evidence satisfactory to SAPC that he/she is able to accept the Offer in compliance with all legal and regulatory requirements and without SAPC or its agents being in breach of any such requirements, he/she may only purport to accept the Offer by sending (or if a CREST sponsored member, procuring that his/her CREST sponsor sends) both:
- (a) a valid TTE Instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”); and
 - (b) one or more valid ESA Instructions (a “**Restricted ESA Instruction**”) which specify the form of consideration which he wishes to receive (consistent with the alternatives offered under the Offer if any).

Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction(s) settle in CREST and SAPC decides in its absolute discretion to exercise its right to waive, vary or modify the terms of the Offer relating to Overseas Sunkar Shareholders to the extent required to permit such acceptance to be made in each case during the acceptance period set out in paragraph 1 of this Part B of this Appendix I. If SAPC decides to permit such acceptance to be made, the Receiving Agent will on behalf of SAPC accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will on behalf of SAPC reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message.

Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

- the corporate action ISIN number of the Sunkar Shares. This is GB00B29KHR09;
- the number of Sunkar Shares in uncertificated form in respect of which the accepting holder of Sunkar Shares wishes to accept the Offer (i.e. the number of Sunkar Shares in uncertificated form to be transferred to an escrow balance);
- the participant ID of the accepting Sunkar Shareholder;
- the member account ID of the accepting Sunkar Shareholder;
- the participant ID of the Escrow Agent set out in the Restricted Escrow Transfer. This is RA10;

- the member account ID of the Escrow Agent set out in the Restricted Escrow Transfer. This is RESTRICT;
- the intended settlement date. This should be as soon as possible and in any event not later than 1.00 p.m. on the First Closing Date;
- the corporate action number for the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- input with standard delivery instruction priority of 80; and
- the contact name and telephone number of the accepting Sunkar Shareholder inserted in the shared note field.

Each Restricted ESA Instruction must, in order for it to be valid and settle include the following details:

- the corporate action ISIN number of Sunkar Shares. This is GB00B29KHR09;
- the number of Sunkar Shares in uncertificated form relevant to that Restricted ESA Instruction;
- the participant ID of the accepting Sunkar Shareholder;
- the member account ID of the accepting Sunkar Shareholder;
- the participant ID of the Escrow Agent set out in the Restricted Escrow Transfer. This is RA10;
- the member account ID of the Escrow Agent set out in the Restricted Escrow Transfer. This is RESTRICT;
- the member account ID of the Escrow Agent relevant to the form of consideration required in respect of the Offer;
- the CREST transaction ID of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates, to be inserted at the beginning of the shared note field;
- the intended settlement date. This should be as soon as possible and in any event not later than 1.00 p.m. on the First Closing Date;
- the corporate action number for the Offer; and
- input with a standard delivery instruction priority of 80.

6.8 Notwithstanding anything to the contrary contained in this document or the Form of Acceptance, SAPC may make the Offer (with or without giving effect to the foregoing paragraphs of this paragraph 6) in a Restricted Jurisdiction or in any other jurisdiction pursuant to an exemption under, or in accordance with, applicable law in such jurisdictions and, in this connection, the provisions of paragraph 3 of Part C and paragraph 3 of Part D of this Appendix I will be varied accordingly.

6.9 The provisions of this paragraph 6 supersede any terms of the Offer inconsistent with them. The provisions of this paragraph 6 and/or any other terms of the Offer relating to Overseas Sunkar Shareholders may be waived, varied or modified as regards specific holder(s) of Sunkar Shares.

Part C: Form of Acceptance for Shares held in Certificated Form

Without prejudice to the terms of the Form of Acceptance and the provisions of Parts A and B of this Appendix I, each Sunkar Shareholder holding Shares in certificated form by whom, or on whose behalf, any Form of Acceptance is executed, irrevocably undertakes, represents, warrants and agrees to and with SAPC and the Receiving Agent (so as to bind him/her and his/her personal representatives, heirs, successors and assigns) to the following effect that:

1. the execution of the Form of Acceptance shall constitute:
 - 1.1 an acceptance of the Offer in respect of the number of Sunkar Shares in certificated form inserted or deemed to be inserted in Box 1 of the Form of Acceptance; and
 - 1.2 an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable SAPC to obtain the full benefit of this Part C and/or to perfect any authorities expressed to be given hereunder,

in each case on and subject to the terms and Conditions set out or referred to in this document and the Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, each such acceptance, election and undertaking shall be irrevocable. If Box 1 is left blank or a number greater than such Sunkar Shareholder's registered holding is inserted or deemed to have been inserted in Box 1 or if the Form of Acceptance is otherwise completed incorrectly, but the Form of Acceptance is signed, it will be deemed to be an acceptance by such Sunkar Shareholder of the terms of the Offer in respect of the total number of Sunkar Shares registered in his/her name;

2. Sunkar Shares in certificated form in respect of which the Offer is accepted, or deemed to be accepted, are sold fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options, pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching to them, including, without limitation, voting rights, the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made after the Announcement Date;
3. unless "NO" is inserted in Box 4 of the Form of Acceptance, such Sunkar Shareholder:
 - 3.1 has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from, a Restricted Jurisdiction;
 - 3.2 has not otherwise utilised in connection with the Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex, telephone and the internet) of, interstate or foreign commerce, or any facilities of a national securities exchange, of a Restricted Jurisdiction;
 - 3.3 was outside a Restricted Jurisdiction when the Form of Acceptance was delivered and at the time of accepting the Offer and, in respect of Sunkar Shares to which the Form of Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Offer from within a Restricted Jurisdiction or is a resident of any Restricted Jurisdiction; and
 - 3.4 has not mailed or otherwise sent the Form of Acceptance and the Offer Document in, into or from a Restricted Jurisdiction and such shareholder is accepting the Offer from outside such jurisdictions;
4. the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the Offer becoming unconditional in accordance with its terms and to the accepting Sunkar Shareholder not having validly withdrawn his/her acceptance, the irrevocable separate appointment of SAPC and/or any director of SAPC, and/or any person authorised by SAPC as such Sunkar Shareholder's attorney and/or agent ("attorney"), with an irrevocable instruction and authorisation to the attorney to:

- 4.1 complete and execute all or any form(s) of transfer and/or renunciation and/or other documents in the attorney's discretion in relation to Sunkar Shares referred to in paragraph 1.1 of this Part C in favour of SAPC or such other person or persons as SAPC or its agents may direct;
 - 4.2 deliver such form(s) of transfer and/or renunciation and/or other documents at the attorney's discretion together with any certificate(s) and/or other document(s) of title relating to such Sunkar Shares for registration within six months of the Offer becoming unconditional; and
 - 4.3 execute all such other documents and do all such other acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance or deemed acceptance of the Offer and to vest in SAPC or its nominee(s) the Sunkar Shares as aforesaid;
5. the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the Offer becoming unconditional in accordance with its terms and to the accepting Sunkar Shareholder not having validly withdrawn his/her acceptance, a separate and irrevocable authority and request:
- 5.1 to Sunkar or its agents to procure the registration of the transfer of those Sunkar Shares pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect thereof to SAPC or as it may direct; and
 - 5.2 to SAPC or its agents to procure the despatch by post (or such other method as may be approved by the Panel) of a cheque in respect of any cash consideration to which an accepting Sunkar Shareholder is entitled under the Offer, at the risk of such Sunkar Shareholder, to the person or agent whose name and address (outside any Restricted Jurisdiction unless otherwise permitted by SAPC) is set out in Box 3 or Box 5 of the Form of Acceptance or, if none is set out, to the first-named holder at his/her registered address (outside any Restricted Jurisdiction unless otherwise permitted by SAPC);
6. the execution of the Form of Acceptance and its delivery constitutes a separate authority to SAPC and/or any director of SAPC and/or agent within terms of paragraph 4 of Part B of this Appendix I;
7. subject to the Offer becoming unconditional (or if the Panel otherwise gives its consent), and pending registration, that:
- 7.1 SAPC or its agents be entitled to direct the exercise of any votes and any and all other rights and privileges (including the right to requisition the convening of a general meeting or separate class meeting of Sunkar) attaching to any certificated Sunkar Shares in respect of which the Offer has been accepted, or is deemed to have been accepted, and such acceptance has not been validly withdrawn; and
 - 7.2 the execution of a Form of Acceptance by a Sunkar Shareholder constitutes, in respect of certificated Sunkar Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (a) an irrevocable authority to Sunkar and/or its agents from such Sunkar Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him/her as a member of Sunkar (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Sunkar Shares into certificated form) to SAPC at Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU or to such address as SAPC or its agents may direct;
 - (b) an irrevocable authority to SAPC and/or any of its directors and/or its agents to sign on such Sunkar Shareholder's behalf such documents and do such things as may in the opinion of such person seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to such Sunkar Shares (including,

without limitation, an authority to sign any consent to short notice on his/her behalf and/or attend and/or execute a form of proxy in respect of such Sunkar Shares appointing any person nominated by SAPC to attend general meetings and separate class meetings of Sunkar or its members (or any of them) (and any adjournments thereof) and to exercise, or refrain from exercising the votes attaching to such shares on such Sunkar Shareholder's behalf; and

- (c) the agreement of such Sunkar Shareholder not to exercise any of such rights without the consent of SAPC and the irrevocable undertaking of such Sunkar Shareholder not to appoint a proxy or representative for or to attend any such general meeting or separate class meeting;
8. he/she shall deliver (or procure the delivery) to the Receiving Agent at the address referred to in paragraph 3.1 of Part B of this Appendix I his/her share certificate(s) or other document(s) of title in respect of all Sunkar Shares held by him/her in certificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn, or an indemnity acceptable to SAPC in lieu thereof, as soon as possible and in any event within six months of the Offer becoming unconditional;
9. if, for any reason, any Sunkar Shares in respect of which a TTE Instruction has been effected in accordance with paragraph 13.2 of the letter from SAPC to Sunkar Shareholders set out in Part II of this document are converted to certificated form, he will (without prejudice to paragraph 7.2(a) of this Part C) immediately deliver or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Sunkar Shares as so converted to the Receiving Agent at the address referred to in paragraph 3.1 of Part B of this Appendix I or to SAPC at the address specified in paragraph 7.2(a) of this Part C or to such address as SAPC or its agents may direct and he/she shall be deemed on conversion to undertake, represent, warrant and agree in the terms set out in this Part C in relation to such Sunkar Shares without prejudice to the application of Part D of this Appendix I so far as SAPC deems appropriate;
10. if he/she accepts the Offer and does not validly withdraw such acceptance, he/she shall do all such acts and things (subject to the Code) as shall, in the opinion of SAPC and/or the Receiving Agent, be necessary or expedient to vest in SAPC or its nominee(s) or such other person as SAPC may decide, title to the number of Sunkar Shares inserted or deemed to be inserted in Box 1 of the Form of Acceptance;
11. the terms and conditions of the Offer contained in this document will be deemed to be incorporated in, and form part of, the Form of Acceptance, which will be construed accordingly;
12. he/she will ratify each and every act or thing which may be lawfully done or effected by SAPC or the Receiving Agent or their respective directors, agents or attorneys or Sunkar or its agents (as the case may be) in the proper exercise of any of his/her or its powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom other than losses arising as a result Of the negligence or wilful default of such person);
13. if any provision of Part B or this Part C of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford SAPC or the Receiving Agent or their respective directors, agents or attorneys (as the case may be) the full benefit of authorities or powers of attorney expressed to be given therein, he/she shall with all practicable speed do all such acts or things and execute all such documents as may be required to enable those persons to secure the full benefits of Part B and this Part C of this Appendix I;
14. the execution of the Form of Acceptance constitutes his/her submission, in relation to all matters arising out of the Offer and the Form of Acceptance, to the jurisdiction of the courts of England and his/her agreement that nothing shall limit the right of SAPC and/or the Receiving Agent and/or any of their respective directors or agents to bring any action, suit or proceeding arising out of or in

connection with the Offer and the Form of Acceptance in any other manner permitted by law or in any court of competent jurisdiction; and

15. on execution, the Form of Acceptance will take effect as a deed.

References in this Part C to a Sunkar Shareholder shall include reference to the person or persons executing a Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, the provisions of this Part C shall apply to them jointly and severally.

Part D: Electronic Acceptance

Each Sunkar Shareholder who holds Sunkar Shares in uncertificated form by whom, or on whose behalf, an Electronic Acceptance is made irrevocably undertakes, represents, warrants and agrees to and with SAPC, Hub Capital and the Receiving Agent (so as to bind him/her and his/her personal representatives, heirs, successors and assigns) to the following effect that:

1. the Electronic Acceptance shall constitute in respect of the number of Sunkar Shares in uncertificated form to which a TTE Instruction relates:
 - 1.1 an acceptance of the Offer;
 - 1.2 an undertaking to execute any further documents, take any further action and give any further assurances (subject in each case to the Code) which may be required to enable SAPC to obtain the full benefit of this Part D and/or to perfect any authorities expressed to be given hereunder;in each case on and subject to the terms and Conditions set out or referred to in this document and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, such acceptance, election and undertaking shall be irrevocable;
2. Sunkar Shares in uncertificated form in respect of which the Offer is accepted, or deemed to be accepted, are sold fully paid with full title guarantee and free from all liens, charges, encumbrances, equitable interests, options, pre-emption rights and other third party interests and rights of any nature whatsoever and together with all rights now or hereafter attaching to them including, without limitation, voting rights, the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made after the Announcement Date;
3. unless, he/she sends a Restricted Escrow Transfer and a Restricted ESA Instruction (each as defined in paragraph 6.7 of Part B above) which is accepted by a receiving agent accept (AEAN) message pursuant to paragraph 6.7 of Part B above, such Sunkar Shareholder:
 - 3.1 has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from, a Restricted Jurisdiction and has not otherwise utilised in connection with the Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex, telephone and the internet) of interstate or foreign commerce of, or any facilities of, a national securities exchange, of a Restricted Jurisdiction at the time of the input and settlement of the relevant TTE Instruction(s), and in respect of Sunkar Shares in uncertificated form to which an Electronic Acceptance relates he/she is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Offer from within a Restricted Jurisdiction or is a resident of any Restricted Jurisdiction; and
 - 3.2 is not a citizen, resident or national of the UK, he/she has observed the laws of all relevant territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due from him/her, in connection with such acceptance in any territory, and has not taken or omitted to take any action which will or may result in SAPC or any other person acting in breach of any legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, provided that the warranties and representations above shall be deemed not to be given if such Sunkar Shareholder purports to accept the Offer by sending (or, if a CREST sponsored member, procuring that his/her CREST sponsor sends) a Restricted Escrow Transfer and a Restricted ESA Instruction pursuant to paragraph 6.7 of Part B of this Appendix I;
4. the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in accordance with its terms and to the accepting Sunkar Shareholder not having validly withdrawn his/her acceptance, the irrevocable separate appointment of each of SAPC and/or any director of SAPC, and/or any person authorised by SAPC as such Sunkar Shareholder's attorney and/or agent ("attorney") with an irrevocable instruction and authorisation to the attorney to do all such acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the

acceptance of the Offer and to vest in SAPC or its nominee(s) the Sunkar Shares in uncertificated form referred to in paragraph 1 above in respect of which such accepting Sunkar Shareholder has not validly withdrawn his/her acceptance (the “Electronic Acceptance Shares”);

5. the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the escrow agent to the Offer with an irrevocable instruction and authority to the escrow agent, subject to the Offer becoming unconditional in accordance with its terms and to such accepting Sunkar Shareholder not having validly withdrawn his/her acceptance, to transfer to itself (or to such other person or persons as SAPC or its agents may direct) by means of CREST all or any of the Electronic Acceptance Shares and, if the Offer does not become unconditional, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days from the lapsing of the Offer), to transfer all the Electronic Acceptance Shares to the original available balance of the accepting Sunkar Shareholder;
6. the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in accordance with its terms and to an accepting Sunkar Shareholder not having validly withdrawn his/her acceptance, an irrevocable authority and request, subject to the provisions of paragraph 4 of Part B of this Appendix I, to SAPC or its agents to procure the making of a CREST payment obligation in favour of the accepting Sunkar Shareholder’s payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such accepting Sunkar Shareholder is entitled under the Offer, provided that:
 - 6.1 SAPC may (if for any reason it wishes to do so) determine that all or any part of such cash consideration shall be paid by cheque, despatched by post; and
 - 6.2 if the accepting Sunkar Shareholder is a CREST member whose registered address is in a Restricted Jurisdiction, any cash consideration to which he is entitled shall in any case be paid by cheque despatched by post,and in either case all such cheques shall be despatched at the risk of such Sunkar Shareholder to the first named holder at an address outside a Restricted Jurisdiction stipulated by such holder or as otherwise determined by SAPC;
7. the Electronic Acceptance constitutes a separate authority to SAPC and/or any directors of SAPC and/or agents within the terms of paragraph 4 of Part B of this Appendix I in respect of the Electronic Acceptance Shares;
8. the Electronic Acceptance constitutes the same undertakings, acceptances, acknowledgements and authorities as set out in paragraph 4 of Part C of this Appendix I as if the same had been restated in this Part D *mutatis mutandis*;
9. subject to the Offer becoming unconditional (or if the Panel otherwise gives its consent), and pending registration that:
 - 9.1 SAPC or its agents shall be entitled to direct the exercise of any votes and any and all other rights and privileges (including the right to requisition the convening of a general meeting or separate class meeting of Sunkar) attaching to any uncertificated Sunkar Share in respect of which the Offer has been accepted, or is deemed to have been accepted, and such acceptance has not been validly withdrawn; and
 - 9.2 an Electronic Acceptance by a Sunkar Shareholder constitutes, in respect of uncertificated Sunkar Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (a) an irrevocable authority to Sunkar and/or its agents from such Sunkar Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him as a member of Sunkar (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Sunkar Shares into

certificated form) to SAPC c/o Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU or to such address as SAPC or its agents may direct;

- (b) an irrevocable authority to SAPC and/or any of its directors and/or its agents to sign on such Sunkar Shareholder's behalf such documents and do such things as may in the opinion of such person seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to such Sunkar Shares (including, without limitation, an authority to sign any consent to short notice on his/her behalf and/or attend and/or execute a form of proxy in respect of such Sunkar Shares appointing any person nominated by SAPC to attend general meetings and separate class meetings of Sunkar or its members (or any of them) (and any adjournments thereof) and to exercise or refrain from exercising the votes attaching to such shares on such Sunkar Shareholder's behalf; and
 - (c) the agreement of such Sunkar Shareholder not to exercise any of such rights without the consent of SAPC and the irrevocable undertaking of such Sunkar Shareholder not to appoint a proxy or representative for or to attend any such general meeting or separate class meeting;
- 10. if, for any reason, any Sunkar Shares in respect of which a TTE Instruction has been effected in accordance with paragraph 13.2 of the letter from SAPC to Sunkar Shareholders set out in of Part II of this document are converted to certificated form, he/she will (without prejudice to paragraph 9.2(a) of this Part D) immediately deliver or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Sunkar Shares as so converted to the Receiving Agent at the address referred to in paragraph 3.1 of Part B of this Appendix I or to SAPC at the address specified in paragraph 9.2(a) of this Part D or to such address as SAPC or its agents may direct and he/she shall be deemed on conversion to undertake, represent, warrant and agree in the terms set out in Part C of this Appendix I in relation to such Sunkar Shares without prejudice to the application of this Part D so far as SAPC deems appropriate;
- 11. the creation of a CREST payment obligation in favour of his/her payment bank in accordance with the CREST payment arrangements referred to in paragraph 6 above shall, to the extent of the obligations so created, discharge in full any obligation of SAPC to pay him/her the cash consideration to which he/she is entitled pursuant to the Offer;
- 12. if he/she accepts the Offer and does not validly withdraw such acceptance, he/she shall do all such acts and things as shall, in the opinion of SAPC and/or the Receiving Agent, be necessary or expedient to enable the Receiving Agent to perform its functions as Escrow Agent for the purposes of the Offer;
- 13. he/she will ratify each and every act or thing which may be lawfully done or effected by SAPC or the Receiving Agent or their respective directors, agents or attorneys, or Sunkar or its agents, as the case may be, in the proper exercise of any of his/her or its powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom other than losses arising as a result of the negligence or wilful default of such person);
- 14. if any provision of Part B or this Part D of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford SAPC or the Receiving Agent or their respective directors, agents or attorneys, as the case may be, the full benefit of authorities or powers of attorney expressed to be given therein, he/she shall with all practicable speed do all such acts or things and execute all such documents as may be required to enable those persons to secure the full benefits of Part B and this Part D of this Appendix I;
- 15. the making of an Electronic Acceptance constitutes his/her submission, in relation to all matters arising out of the Offer and the Electronic Acceptance, to the jurisdiction of the courts of England and his/her agreement that nothing shall limit the right of SAPC and/or the Receiving Agent and/or any of their respective directors or agents to bring any action, suit or proceeding arising out of or in

connection with the Offer and the Electronic Acceptance in any other manner permitted by law or in any court of competent jurisdiction; and

16. by virtue of the Regulations the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the relevant holder of Sunkar Shares in the terms of the powers and authorities expressed to be given by Part B, this Part D and (where applicable by virtue of paragraph 9 above) Part C of this Appendix I to SAPC and the Receiving Agent and their respective directors or agents.

References in this Part D to a Sunkar Shareholder shall include reference to the person or persons making an Electronic Acceptance and, in the event of more than one person making an Electronic Acceptance, the provisions of this Part D shall apply to them jointly and severally.

APPENDIX II

Further Information relating to SAPC and Mr Almas Mynbayev

1. SAPC

SAPC is an investment company incorporated and registered in the British Virgin Islands (Number: 1430450) on 7 September 2007, whose registered office address is at Trident Trust Company (BVI) Limited of Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola.

The entire issued share capital of SAPC comprising 50,000 shares of US\$1.00 is wholly owned by Mr Almas Mynbayev.

2. SAPC's activities

In addition to its investment in Sunkar, SAPC operates Mr Mynbayev's interests in three natural resources projects as follows:

- the Telimele bauxite project in Guinea, covering an area of some 2,000 sq. km., is an early stage exploration project commenced in 2010, and currently undergoing pre-feasibility studies into exporting bauxite and developing an alumina plant;
- a rare earth metals project in Namibia covering approximately 2,300 sq. km. over three licence blocks, currently subject to exploration with drilling works set to complete in September 2014; and
- a gold deposit in Kyrgyzstan covering 78 sq. km. Exploration took place in 2011 and 2012 for the purpose of reconfirming historical resources, which have now been calculated as 2,237 tonnes of fully explored and evaluated resources with evaluated and potential reserves of 48 tonnes.

Owing to the early stage nature of the above projects, SAPC's financial and trading prospects are essentially dependent on the successful development of the Sunkar Resources business post completion of the Offer.

SAPC has not been required to produce any annual financial statements.

3. Summary of the terms of the financing of the Offer

The consideration payable under the Offer will be funded from the existing cash resources of SAPC and its shareholder Mr Mynbayev.

4. Effect of full acceptance of the Offer on SAPC

Assuming full acceptance of the Offer, the assets and liabilities of a consolidated SAPC and Sunkar Group would comprise:

1. the loan cash reserves in SAPC (to the extent not utilised to pay the consideration due under the Offer and the transaction fees pursuant to the Offer);
2. the Sunkar Shares and the CLNs held by SAPC;
3. the assets and liabilities of Sunkar on the date on which the Offer becomes, or is declared, wholly unconditional, save that the extent and amount of any fair value adjustments required post acquisition is not yet known; and
4. the assets and liabilities of the other companies in the SAPC Group.

The earnings of the consolidated SAPC and Sunkar Group, assuming full acceptance of the Offer, would comprise the earnings of the SAPC Group and the Sunkar Group.

5. Mr Almas Mynbayev

Mr Mynbayev graduated from Kazakh State University law school in 1996 and initially worked as legal counsel for banking, investment and energy companies in Kazakhstan. Between 2003 and 2004, Mr Mynbayev was Deputy Chairman of the Kazakh State Agency for Regulating Natural Monopolies and Protection Completion. During this tenure, Mr Mynbayev was a member of the Intergovernmental Commission for the law making activity in Kazakhstan. He no longer practices law and now primarily focuses on his own business interests which include being Chairman of and sole shareholder in two top ten ranked Kazakh insurance companies, Nomad Insurance, ranked 8th by reserves and 9th by assets, and Nomad Life, ranked 3rd by reserves and 7th by assets.

Nomad Insurance was set up in 2004 and Mr Mynbayev has owned it from inception. Nomad Life was set up in 2008. Mr Mynbayev acquired 65 per cent. of Nomad Life on 9 January 2012 from Mr. Sultan Nurbol. The purchase price paid by Mr Mynbayev was approximately US\$4 million.

Mr Mynbayev acquired the remaining 35 per cent. of Nomad Life on 22 April 2013 from Sultan Nurbol, A Mamysheva and S Salamatova. The purchase price paid by Mr Mynbayev was approximately US\$4.4 million.

6. Nomad Insurance and Nomad Life

Nomad Insurance generated turnover in its two financial years ended 31 December 2012 and 2013 of KZT14.1 billion (£45.8 million) and KZT14.7 billion (£47.8 million) respectively, had gross profit (before taxes) in those years of KZT6.4 billion (£20.8 million) and KZT0.5 billion (£1.6 million) and had net assets at the end of those periods of KZT4.1 billion (£13.3 million) and KZT4.9 billion (£15.9 million). Nomad Life generated turnover in its two financial years ended 31 December 2012 and 2013 of KZT18.4 billion (£59.8 million) and KZT18.4 billion (£59.8 million) respectively, had gross profit (before taxes) in those years of KZT1.0 billion (£3.25 million) and KZT0.5 billion (£1.6 million) and had assets at the end of those periods of KZT3.0 billion (£9.75 million) and KZT3.4 billion (£11.05 million).

APPENDIX III

Financial and Other Information relating to Sunkar

The following table sets out the financial information in respect of Sunkar as required by Rule 24.3 of the Code.

The documents referred to in the table are incorporated by reference pursuant to Rule 24.15 of the Code and can be downloaded and printed from the website referenced therein.

<i>Information</i>	<i>Source of Information</i>
Interim Results for the six months ended 30 June 2013	http://www.sunkarresources.com/userfiles/files/Interims%202013%20(June).pdf
Annual Report and Financial Statements for the year ended 31 December 2012	http://www.sunkarresources.com/userfiles/files/Report%20and%20Accounts%202012.pdf
Annual Report and Financial Statements for the year ended 31 December 2011	http://www.sunkarresources.com/userfiles/files/Report%20and%20Accounts%202011.pdf

Directors of Sunkar

<i>Name</i>	<i>Position</i>
Teck Soon Kong	Non-Executive Chairman
Serikjan Utegen	Chief Executive Officer
Nurdin Damitov, Director	Corporate Affairs
Charles de Chezelles	Non-Executive Director

No incorporation of website information

Save as expressly referred to herein, neither the content of Sunkar's website, nor the content of any website accessible from hyperlinks on Sunkar's website, is incorporated by reference into, or forms part of, this document.

Sunkar ratings information

There are no current ratings and outlooks publicly accorded to Sunkar by ratings agencies.

APPENDIX IV

Additional Information

1. Responsibility

- (a) The SAPC Directors, whose names are set out in paragraph 2(a) below, accept responsibility for the information contained in this document (other than the information relating to the Sunkar Group, the Sunkar Directors and members of their immediate families, related trusts and persons connected with them). To the best of the knowledge and belief of the SAPC Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The Sunkar Directors, whose names are set out in paragraph 2(b) below, accept responsibility for the information contained in this document relating to the Sunkar Group, the Sunkar Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Sunkar Directors (who have taken all reasonable care to ensure such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- (a) SAPC was founded by Mr Almas Mynbayev, who is the sole owner of the company. The directors of SAPC are Mr Andreas T Moustras, Mrs Irene G Spoerry and Mrs Michelle Anne Williamson Draper.

The principal place of business of SAPC and the business address for each director is Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola.

- (b) The Sunkar Directors and their respective functions are Teck Soon Kong, Non-Executive Chairman, Serikjan Utegen, Chief Executive Officer, Nurdin Damitov, Director, Corporate Affairs and Charles de Chezelles, Non-Executive Director:

The registered office of Sunkar and the business address of each of the Sunkar Directors is One London Wall, London, EC2Y 5AB, United Kingdom and Suite 5, Floor 2, 107 Cheapside, London, EC2V 6DN, United Kingdom, respectively.

3. Market quotations

The following table sets out the Closing Price for Sunkar Shares on:

- (a) the first Business Day of each month for the six months immediately prior to the date of this document; and
- (b) 16 June 2014 (being the Business Day prior to the commencement of the Offer Period and the latest practicable date prior to the publication of this document):

<i>Date</i>	<i>Closing Price (p)</i>
2 January 2014	4.47
3 February 2014	4.67
3 March 2014	4.62
1 April 2014	4.12
1 May 2014	2.00
2 June 2014	1.67
16 June 2014	2.02

4. Disclosure of interests and dealings

4.1 For the purposes of this Appendix IV:

“**acting in concert**” with a party means any person acting or deemed to be acting in concert with that party for the purposes of the Code in respect of the Offer;

“**arrangement**” includes an indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or to refrain from dealing but excludes irrevocable commitments and letters of intent;

“**connected persons**” means those persons in whose interests in securities the SAPC Directors or the Sunkar Directors are taken to be interested in pursuant to Part 22 of the Companies Act 2006;

“**dealing**” or “**dealt**” includes:

- (a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities, or of general control of relevant securities;
- (b) the taking, granting, acquisition, disposal of, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise or conversion, whether in respect of new or existing relevant securities, of any securities carrying conversion or subscription rights;
- (e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
- (f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
- (g) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

“**derivative**” includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

“**disclosure date**” means 16 June 2014 (the latest practicable date prior to the publication of this document);

“**disclosure period**” means the period commencing on 17 June 2013 (the date 12 months prior to the commencement of the Offer Period) and ending on the disclosure date;

to have an “**interest**” in relevant securities means to have a long economic exposure, whether absolute or conditional, to changes in the price of such securities. A person who only has a short position in relevant securities will not be treated as interested in those securities. In particular, a person will be treated as having an interest in relevant securities if he/she:

- (a) owns relevant securities;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to the relevant securities or has general control of them;
- (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or

- (d) is party to any derivative whose value is determined by reference to their price and which results, or may result, in his/her having a long position in them;

“**Note 11 arrangement**” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;

“**relevant securities**” means (A) Sunkar Shares or, as the context requires, SAPC shares; (B) equity share capital of Sunkar or, as the context requires, SAPC; and (C) any securities convertible into or exchangeable for rights to subscribe for Sunkar Shares or as the context requires, SAPC shares, and securities convertible into, rights to subscribe for, or options (including traded options) in respect of derivatives referenced to any of the foregoing; and

“**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

4.2 *Interests and dealings in relevant securities of Sunkar*

Interests

4.2.1 As at the disclosure date, SAPC, the SAPC Directors and their immediate family, related trusts and connected persons had an interest in, a right to subscribe in or a short position in (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of Sunkar relevant securities as follows:

<i>Party</i>	<i>Nature of interest/short position</i>	<i>Number of Sunkar Shares</i>	<i>Per cent. of issued Sunkar Shares</i>
SAPC	Beneficial	174,476,283	51.15%

4.2.2 As at the disclosure date, Sunkar, the Sunkar Directors and their immediate family, related trusts and connected persons had an interest in, a right to subscribe in or a short position in (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of Sunkar relevant securities as follows:

<i>Party</i>	<i>Nature of interest/short position</i>	<i>Number of Sunkar Shares</i>	<i>Per cent. of issued Sunkar Shares</i>
Nurdin Damitov	–	21,427,799	6.29%
Serikjan Utegen	–	20,413,500	5.98%
Teck Soon Kong	–	2,000,000	0.60%

4.3 Save as disclosed in this section 4, as at the disclosure date:

- (a) None of:
- (i) SAPC;
 - (ii) the SAPC Directors or their immediate family, related trusts or any other connected persons;
 - (iii) any person acting in concert with SAPC; or
 - (iv) any person who is a party to an arrangement with SAPC or any person acting in concert with SAPC,

held any interest in or right to subscribe for or any short position in any relevant securities of Sunkar, nor had any agreements to sell or any delivery obligations or rights to require another

person to purchase or take any delivery of any relevant securities of Sunkar nor, save for any borrowed shares which have either been on-lent or sold, had borrowed or lent any relevant securities of Sunkar (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) nor has any such person dealt in any relevant securities of Sunkar during the disclosure period;

- (b) Neither SAPC nor any person acting in concert with SAPC has any Note 11 arrangements with any person;
- (c) None of:
 - (i) Sunkar;
 - (ii) the Sunkar Directors or their respective immediate families, related trusts and any other connected persons;
 - (iii) any person acting in concert with Sunkar; or
 - (iv) any person who is a party to an arrangement with Sunkar or any person acting in concert with Sunkar, of the kind referred to in Note 11 on the definition of acting in concert in the Code,

had any interest in or right to subscribe for any relevant securities of Sunkar (or, in the case of Sunkar or the Sunkar Directors and their respective immediate families, related trusts and any other connected parties, relevant securities of SAPC) or any short position in any relevant securities of Sunkar (or in the case of Sunkar or the Sunkar Directors and their respective immediate families, related trusts and any other connected persons, any relevant securities of SAPC) nor has any such person dealt in any relevant securities of Sunkar (or, in the case of Sunkar and the Sunkar Directors and their immediate families, related trusts and any other connected persons, relevant securities of SAPC) during the Offer Period nor, save for any borrowed shares which have either been on-lent or sold, had borrowed or lent any relevant securities of Sunkar (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) nor has any such person dealt in any relevant securities of Sunkar during the disclosure period;

- (d) Sunkar has not redeemed, purchased or exercised any option over any Sunkar Shares or any securities convertible into rights to subscribe for or options in respect of or derivatives referenced to Sunkar shares during the disclosure period.

5. Irrevocable undertakings

The following Sunkar Shareholders have given irrevocable undertakings to accept or procure acceptance of the Offer in respect of their beneficial holdings of issued Sunkar Shares:

<i>Name</i>	<i>Number of Sunkar Shares</i>	<i>Percentage of issued share capital</i>
Serikjan Utegen	20,413,500	5.98%
Nurdin Damitov	21,427,799	6.29%

Both of these irrevocable undertakings are binding in all circumstances (including in the event of a higher offer).

6. Sunkar Directors' service agreements and letters of appointment

6.1 Set out below are details of the service agreements or letters of appointment of each of the Sunkar Directors:

- (a) ***Teck Soon Kong***

On 20 June 2008, Teck Soon Kong entered into a letter of appointment with the Company under the terms of which he agreed to act as a non-executive Chairman of the Company. The

letter of appointment may be terminated by either party giving 3 months' notice in writing. Under the terms of the letter of appointment, Mr Kong receives a fee of £60,000 per annum. Mr Kong is to be reimbursed all out of pocket expenses properly and reasonably incurred by him in the performance of his duties.

(b) ***Serikjan Utegen***

On 3 April 2011, Mr Serikjan Utegen entered into a service agreement with the Company under the terms of which he agreed to serve as Chief Executive Officer of the Company. The agreement continues until terminated by giving 12 months' notice in writing by either party. Under the agreement, Mr Utegen is entitled to an annual salary of £150,000, 35 days holiday (including public holidays) and repayment of all expenses properly and reasonably incurred by him in the performance of his duties. Mr Utegen is entitled to a performance based bonus and is to be provided with permanent health insurance. The agreement contains non-compete and non-solicitation restrictions on Mr Utegen for a period of 12 months following the termination of his employment. In addition Mr Utegen receives a salary of KZT369,000 per month from Temir.

(c) ***Charles de Chezelles***

On 24 June 2008, Charles de Chezelles entered into a letter of appointment with the Company under the terms of which he agreed to act as a non-executive director of the Company. The letter of appointment may be terminated by either party giving 3 months' notice in writing. Under the terms of the letter of appointment, Mr de Chezelles receives a fee of £40,000 per annum. Mr de Chezelles is to be reimbursed all out of pocket expenses properly and reasonably incurred by him in the performance of his duties.

(d) ***Nuridin Damitov***

On 3 April 2011, Mr Nuridin Damitov entered into a service agreement with the Company under the terms of which he agreed to act as Director, Corporate Affairs of the Company. The agreement continues until terminated by giving 6 months' notice in writing by either party. Under the agreement, Mr Damitov is entitled to an annual salary of £100,000, 35 working days' holiday and repayment of all expenses properly and reasonably incurred by him in the performance of his duties. Mr Damitov is entitled to a performance based bonus and is to be provided with permanent health insurance. The agreement contains non-compete and non-solicitation restrictions on Mr Damitov for a period of 12 months following the termination of his employment. In addition Mr Damitov receives a salary of KZT1,022,200 per month from Temir.

6.2 None of the agreements set out in sub-paragraph 6.1 above have been entered into or amended during the six months prior to the date of this document.

6.3 Save as disclosed above, there are no other contracts of service between any of the Sunkar Directors and Sunkar or any of its subsidiaries.

7. Material contracts

Mr Almas Mybayev

7.1 Save as disclosed below, no contracts have been entered into by Mr Almas Mynbayev or by any companies or businesses owned or controlled by him otherwise than in the ordinary course of business since 17 June 2012 (the date two years prior to the commencement of the Offer Period) which are or may be material:

(a) the material contracts relating to SAPC as set out in paragraph 7.2 below; and

(b) on 22 April 2013, Mr. Mynbayev acquired the remaining 35 per cent. of the ordinary shares of Nomad Life which he did not then own, taking his shareholding in Nomad Life to 100 per cent.

He acquired the shares from Sultan Nurbol, A Mamysheva and S Salamatova for an aggregate consideration of approximately US\$4.4 million.

SAPC

7.2 Save as disclosed in paragraph 7.3 below, no contracts have been entered into by SAPC otherwise than in the ordinary course of business since 17 June 2012 (the date two years prior to the commencement of the Offer Period) which are or may be material.

Sunkar

7.3 Save as disclosed below, no contracts have been entered into by Sunkar otherwise than in the ordinary course of business since 17 June 2012 (the date two years prior to the commencement of the Offer Period) which are or may be material:

(a) *Short Term Working Capital Facility*

Sunkar entered into a loan agreement with SAPC on 17 June 2014 (“**Short Term Working Capital Facility**”), whereby SAPC agreed to provide to Sunkar an unsecured ca. US\$2,550,000 loan to Sunkar for general working capital purposes. The loan monies advanced under the Short Term Working Capital Facility may be drawn down on one or more occasions provide the minimum amount of draw down is at least US\$50,000 and not more than US\$500,000. The loan monies drawn down under the Short Term Working Capital Facility, must be repaid on a date falling 120 days of the date of the agreement. Interest accrues on loan monies advanced at the rate of 10 per cent. per annum. Sunkar is permitted to make early repayments in respect of the Short Term Working Capital Facility. Sunkar gave certain limited warranties under the Short Term Working Capital Facility in favour of SAPC.

(b) *SAPC Term Loan Facility*

Sunkar entered into a loan agreement with SAPC on 26 May 2014 (“**SAPC Term Loan Facility**”), whereby SAPC agreed to provide to Sunkar an unsecured US\$100,000 facility to Sunkar for general working capital purposes. The loan monies advanced under the SAPC Term Loan Facility must be repaid on or before 31 December 2014 and with interest accruing on loan monies advanced at the rate of 10 per cent. per annum. Sunkar is permitted to make early repayments in respect of the SAPC Term Loan Facility in minimum amounts of US\$50,000. Sunkar gave certain limited warranties under the Term Loan Facility in favour of SAPC.

(c) *Convertible Loan Note Deed*

A loan note deed dated 4 April 2014 was executed by Sunkar constituting US\$1,280,000 fixed rate unsecured convertible loan notes. Sunkar issued all of the loan notes to SAPC on the same date. The loan notes are not transferrable and the conversion rights are conditional upon the receipt of the waiver by MINT of its pre-emptive right under a law in Kazakhstan relating to soil and subsoil use to acquire ordinary shares in Sunkar (“**Pre-emption Right**”). The loan notes are repayable on the earlier of 12 months from the date of issue and the date on which MINT exercised its Pre-emption Right. Sunkar shall use the proceeds of the issue of the loan notes to fund Sunkar’s working capital facility. Sunkar is obliged to pay interest on the principal amount of the loan notes outstanding at the rate of 10 per cent. per annum. Sunkar gave certain undertakings and covenants in respect of the loan notes.

8. Financing of the Offer and cash confirmation

8.1 The maximum amount of cash consideration payable under the Offer is approximately £3.06 million. This is based on the number of Sunkar Shares which are currently subject to the Offer and not already owned by SAPC, being 166,634,074 Sunkar Shares as at 16 June 2014 (being the latest practicable date prior to the posting of this document).

- 8.2 The consideration will be financed from the existing cash resources of SAPC and Mr Almas Mynbayev.
- 8.3 Hub Capital, financial adviser to SAPC, is satisfied that SAPC has the necessary financial resources available to satisfy full acceptance of the Offer.

9. Persons acting in concert

- 9.1 In addition to SAPC, Mr Almas Mynbayev and the SAPC Directors, the persons who are acting in concert, within the meaning of the Code, with SAPC are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with SAPC</i>
Hub Capital	80 Coleman Street London EC2R 5BJ	Connected Adviser (as defined in the Code)

- 9.2 In addition to Sunkar and the Sunkar Directors, the persons who are acting in concert, within the meaning of the code, with SAPC are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Sunkar</i>
Strand Hanson	26 Mount Row London W1K 3SQ	Connected Adviser (as defined in the Code)

10. Other information

- 10.1 Hub Capital has given and has not withdrawn its written consent to the issue of this document and the inclusion herein of the references to its name in the form and context in which they are included.
- 10.2 Strand Hanson has given and has not withdrawn its written consent to the issue of this document and the inclusion herein of the references to its name in the form and context in which they are included.
- 10.3 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between SAPC, or any person acting in concert with it for the purposes of the Offer, and any of the Sunkar Directors, recent directors of Sunkar, Sunkar Shareholders or recent shareholders of Sunkar, or any person interested or recently interested in Sunkar Shares, having any connection with, or dependence upon, the Offer.
- 10.4 No agreement, arrangement or understanding exists whereby the beneficial ownership of any of the Sunkar Shares to be acquired by SAPC pursuant to the Offer will be transferred to any other person, save that SAPC reserves the right to transfer any such shares to any other member of the SAPC Group.
- 10.5 Settlement of the consideration under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any right of lien, right of set-off, counterclaim or other analogous right to which SAPC may otherwise be, or claim to be, entitled against such Sunkar Shareholder.
- 10.6 The aggregate fees and expenses which are expected to be incurred by SAPC in connection with the Offer are estimated to amount to between £120,000 and £130,000 (excluding applicable VAT). This aggregate number consists of the following categories:
- financial and corporate broking advice: approximately £50,000;
 - legal advice: approximately £50,000; and
 - other costs and expenses: between £20,000 and £30,000.
- 10.7 The aggregate fees and expenses which are expected to be incurred by Sunkar in connection with the Offer are estimated to amount to £251,000 (excluding applicable VAT). This aggregate number consists of the following categories:
- financial and corporate broking advice: approximately £175,750; and
 - legal advice: approximately £75,250.

11. Bases of calculations and sources of information

Unless otherwise stated in this document, or the context otherwise requires:

- (a) financial information relating to the Sunkar Group has been extracted or derived (without material adjustment) from the audited consolidated annual report and financial statements of Sunkar for the two financial years ended 31 December 2012 and the unaudited consolidated interim financial statements for the six month period ended 30 June 2013. Other information relating to Sunkar has been extracted or derived from the Company's Regulatory News Service (RNS) announcements and website (www.sunkarresources.com);
- (b) information relating to SAPC has been provided by the SAPC Directors;
- (c) the value attributed to Sunkar's existing issued share capital is based on the Offer Price and the number of Sunkar Shares currently in issue referred to in paragraph (e) below;
- (d) the per cent. holdings in the issued share capital of Sunkar are calculated on the basis of the number of shares held by a shareholder and the number of Sunkar Shares currently in issue referred to in paragraph (e) below;
- (e) as at the date of this document, there are 341,110,357 Sunkar Shares in issue. The ISIN for Sunkar Shares is GB00B29KHR09;
- (f) except where indicated, all share prices for Sunkar Shares are closing middle market quotations derived from the AIM appendix of the Daily Official List for the particular dates concerned;
- (g) the maximum cash consideration payable under the Offer is based on the Offer Price and calculated on the basis of the number of Sunkar Shares which are currently subject to the Offer and not already owned by SAPC, being 166,634,074 Sunkar Shares;
- (h) the discount calculation is based on the Offer Price of 1.835 pence per Sunkar Share and has been calculated with reference to the closing middle market price of 2.02 pence per Sunkar Share on 16 June 2014, the latest practicable date prior to the announcement of the Offer; and
- (i) the bid premium calculation is based on the Offer Price of 1.835 pence per Sunkar Share and has been calculated with reference to the market makers' bid price of 1.7 pence per Sunkar Share at market close on 16 June 2014, the latest practicable date prior to the announcement of the Offer, as derived from Proquote.

12. Obtaining documents incorporated by reference

Parts of other documents are incorporated by reference in, and form part of, this document. Appendix III to this document sets out which sections of such documents are incorporated into this document and the location of references to such documents within this document.

Right to request copies of documents or information incorporated by reference

SAPC will provide, without charge, to each person to whom a copy of this document has been delivered, on their written request, a copy of any documents or information incorporated by reference into this document. Copies of any documents or information incorporated by reference into this document will not be provided unless such a request is made. Requests for hard copies of any such documents or information should be directed to the Receiving Agent, Capita Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU or by telephone on 0871 664 0321 from within the UK or on +44 20 8639 3399, if calling from outside the UK. Calls to the 0871 664 0321 number cost 10 pence per minute (excluding VAT) plus network extras. Lines are open between 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (except UK public holidays). Calls to the helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones. Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

13. Documents available for inspection

Copies of the following documents will be made available on Sunkar's website at www.sunkarresources.com while the Offer remains open for acceptance:

- (a) the memorandum and articles of association of SAPC;
- (b) the memorandum and articles of association of Sunkar;
- (c) the written consents referred to in paragraphs 10.1 and 10.2 above;
- (d) the irrevocable undertakings referred to in section 5 above;
- (e) this document and the Form of Acceptance.

14. Date of despatch and publication

This document was despatched and published on 17 June 2014.

APPENDIX V

Definitions

The following definitions apply throughout this document, unless the context requires otherwise:

“ACB”	Asian Credit Bank (Kazakhstan);
“ACB Loan”	Temir’s existing credit line facility with ACB that was entered into on or around 4 January 2013;
“AIM”	the AIM market of the London Stock Exchange;
“AIM Rules”	the AIM Rules for Companies as published by the London Stock Exchange (as amended from time to time);
“Announcement Date”	17 June 2014, the date on which the Offer was announced in accordance with Rule 2.7 of the Code;
“Business Day”	any day not being a Saturday, Sunday or public holiday, on which banks are normally open for business in the City of London;
“Capita Asset Services”	a trading name of Capita Registrars Limited of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU;
“certificated” or “in certificated Form”	a share or other security which is not in uncertificated form (that is, not in CREST);
“Chilisai Deposit”	the Chilisai phosphorite deposit in North Western Kazakhstan;
“Closing Price”	the middle-market quotation of a Sunkar Share at the close of business on the day to which such a price relates, as derived from the AIM appendix to the Daily Official List;
“Code”	the City Code on Takeovers and Mergers issued by the Panel, and references to a “Rule” shall be to the rules of the Code;
“Companies Act 2006”	the Companies Act 2006 (as amended from time to time);
“Conditions”	the conditions of the Offer set out or referred to in Part A of Appendix I to this document and (where applicable) the Form of Acceptance;
“Convertible Loan Notes” or “CLNs”	the US\$1.28 million of US\$1 convertible loan notes granted to SAPC, convertible at approximately US\$0.0376 (approximately 2.2 pence) per share, which, if converted, would equate to 34,065,202 Sunkar Shares, subject to MINT waiving its rights to acquire the Sunkar Shares arising on conversion of the CLNs;
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);
“CREST Manual”	the manual issued by Euroclear from time to time;
“CREST member”	a person who has been admitted by Euroclear as a system-member (as defined in the Regulations);
“CREST participant”	a person who is, in relation to CREST, a system-participant (as defined in the Regulations);
“CREST payment”	has the meaning given to it in the CREST Manual;

“CREST sponsor”	a CREST participant admitted to CREST as a CREST sponsor;
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member;
“Daily Official List”	the Daily Official List published by the London Stock Exchange;
“DAP”	di-ammonium phosphate;
“DAR”	Direct Application Rock;
“Dealing Disclosure”	has the same meaning as in Rule 8 of the Code;
“DFS”	the detailed feasibility study completed by Sunkar on the Chilisai Deposit;
“Electronic Acceptance”	the input and settlement of a TTE Instruction in respect of Sunkar Shares held in uncertificated form which constitutes or is deemed to constitute acceptance of the Offer on the terms set out in this document;
“ESA Instruction”	an escrow account adjustment input (AESN) transaction type;
“ESA”	(as described in the CREST Manual);
“Escrow Agent”	Capita Registrars Limited (in its capacity as Escrow Agent) as described in the CREST Manual;
“Euroclear”	Euroclear UK & Ireland Limited;
“Financial Conduct Authority” or “FCA”	the Financial Conduct Authority (formerly the Financial Services Authority) in its capacity as the competent authority for the purposes of Part VI of FSMA, including its successor(s) from time to time;
“First Closing Date”	8 July 2014;
“Form of Acceptance”	the form of acceptance and authority relating to the Offer which (in the case of Sunkar Shareholders who hold their Sunkar Shares in certificated form) accompanies the Offer Document;
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time);
“HMRC”	HM Revenue & Customs;
“Hub Capital”	Hub Capital Partners Limited, the financial adviser to SAPC;
“JSC “Interfarma-K””	a joint-stock company “Interfarma-K”, a company incorporated in the Republic of Kazakhstan and in which Mr Mynbayev is interested;
“Kazakhstan Stock Exchange”	Kazakhstan Stock Exchange Joint-Stock Company, a joint-stock company incorporated in the Republic of Kazakhstan;
“Letter(s) of Support”	the letter of support from Mr Mynbayev dated 21 September 2012 and, subsequently, the letter of support dated 15 April 2013 from JSC “Interfarma-K” stating that JSC “Interfarma-K” would, subject to the arrangement of mutually acceptable terms for a period of at least 12 months from the signing of Sunkar’s financial statements for the period ended 31 December 2012, provide financial support to assist the Sunkar Group in meeting its liabilities as and when they fall due;

“London Stock Exchange”	London Stock Exchange plc, a public company incorporated in England and Wales under number 2075721, together with any successors thereto;
“MAP”	mono-ammonium phosphate
“member account ID”	the identification code or number attached to any member account in CREST;
“MINT”	the Ministry of Industry and New Technologies of the Republic of Kazakhstan;
“Offer”	the recommended all cash offer being made by SAPC at the Offer Price to acquire the entire issued and to be issued share capital of the Company not already owned by SAPC on the terms and subject to the Conditions set out in this document and (where applicable) the Form of Acceptance and including, where the context so requires, any subsequent revision, variation, extension or renewal of, or election available under, such offer;
“Offer Document”	this document and any subsequent document containing and/or varying the Offer;
“Offer Period”	the period beginning on and including 17 June 2014 and ending in accordance with the rules of the Code;
“Offer Price”	1.835 pence in cash per Sunkar Share;
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Code;
“Overseas Sunkar Shareholders”	Sunkar Shareholders who are resident in, or nationals or citizens of, jurisdictions outside the UK or who are nominees of, or custodians, or trustees for, Sunkar Shareholders who are citizens, residents or nationals of countries other than the UK;
“Panel”	the Panel on Takeovers and Mergers;
“participant ID”	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant;
“Phase 2 CMA reference”	a reference of an offer to the chair of the Competition and Markets Authority for the constitution of a group under Schedule 4 of the Enterprise and Regulatory Reform Act 2013;
“Receiving Agent” or “Registrars”	Capita Registrars Limited, The Registry, a private company incorporated in England and Wales with registered number 02605568, whose registered office is at 34 Beckenham Road, Beckenham, Kent BR3 4TU, in its capacity as receiving agent or registrar in connection with the Offer;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (as amended from time to time);
“Regulatory Information Service”	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure for SAPC or Sunkar if information or documentation concerning the Offer is sent or made available to Sunkar Shareholders in that jurisdiction;

“Russia”	the Russian Federation;
“SAPC Directors”	the directors of SAPC referred to in section 2(a) of Appendix IV of this document;
“SAPC Group”	SAPC and any subsidiary, subsidiary undertakings or associated undertakings or any joint venture, partnership, firm or company in which any of them (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital (or the equivalent);
“SNC-Lavalin”	the SNC-Lavalin construction and engineering group whose head office is in Montreal, Canada;
“Strand Hanson”	Strand Hanson Limited, the financial adviser to Sunkar;
“subsidiary” or “subsidiary undertaking” and “undertaking”	have the meanings given thereto by sections 1159, 1161 and 1162 of the Companies Act 2006;
“Subsoil Use Contract”	a contract for the production of phosphate at the Chilisai Deposit between MINT, as competent body, and Temir as contractor;
“Sun Avenue Partners Corp.” or “SAPC”	Sun Avenue Partners Corp. is an investment company incorporated and registered in the British Virgin Islands (Number: 1430450) on 7 September 2007, whose registered office address is at Trident Trust Company (BVI) Limited of Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola;
“Sunkar” or the “Company”	Sunkar Resources plc, a company incorporated in England and Wales with registered number 5759399, and whose registered office is One London Wall, London, EC2Y 5AB, United Kingdom;
“Sunkar Directors” or “Sunkar Board”	those persons named as directors of Sunkar in section 2(b) of Appendix IV to this document;
“Sunkar Group”	Sunkar and its subsidiary undertakings from time to time;
“Sunkar Shareholders”	registered holders of Sunkar Shares from time to time;
“Sunkar Shares” or “Shares”	the existing unconditionally allotted or issued and fully paid (or credited as fully paid), or where the context so requires, unissued ordinary shares of 0.1 pence each in the capital of Sunkar (other than any shares which are Treasury Shares) and any further such shares which are unconditionally allotted or issued fully paid (or credited as fully paid), in each case prior to the time at which the Offer ceases to be open for acceptance (or, subject to the provisions of the Code, such earlier time and/or date, as SAPC may, with the Panel’s consent or in accordance with the Code, decide) not being earlier than the date on which the Offer becomes or is declared unconditional as to acceptances;
“Temir”	Temir Service LLP, a limited liability partnership formed under the laws of Kazakhstan;
“TFE Instruction”	a Transfer from Escrow instruction (as described in the CREST Manual) in relation to Sunkar Shares in uncertified form meeting the requirements set out in paragraph 13.2(b) of the letter from SAPC to Sunkar Shareholders set out in Part II of this document;

“Treasury Shares”	Sunkar Shares held as treasury shares as defined in section 724(5) of the Companies Act 2006;
“TTE Instruction”	a Transfer to Escrow instruction (as described in the CREST Manual) in relation to Sunkar Shares in uncertificated form meeting the requirements set out in paragraph 13.2(b) of the letter from SAPC to Sunkar Shareholders set out in Part II of this document;
“uncertificated” or “in uncertificated form”	recorded on the relevant register of the share or security concerned as being held in uncertificated form and title to which may, by virtue of the Regulations, be transferred by means of CREST;
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“US” or “United States”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all areas subject to its jurisdiction or any political sub-division thereof; and
“Wider Sunkar Group”	Sunkar and the subsidiaries and subsidiary undertakings of Sunkar (including any joint venture, partnership, firm or company in which any member of the Sunkar Group has a significant interest or any undertaking in which Sunkar and such undertakings (aggregating their interests) have a significant interest).

In this document:

- all references to **“pounds”**, **“£”**, **“pence”** or **“p”** are to the lawful currency of the United Kingdom;
- all references to **“Tenge”** and **“KZT”** are to the lawful currency of the Republic of Kazakhstan;
- all references to **“US\$”** are to the lawful currency of the United States of America;
- the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender;
- all references to legislation are to English legislation unless the contrary is indicated, and any reference to any provision of any legislation includes any amendment, modification, re-enactment or extension thereof; and
- the KZT to pounds exchange rate used for the financials set out in section 6 of Appendix II of this document in relation to Mr Mynbayev was £0.00325 to the Tenge, as detailed on the following website on 11 June 2014: <http://xe.com/currency/kzt-kazakhstan.tenge>.

All times referred to are London time unless otherwise stated.

