SOUTH PACIFIC STOCK EXCHANGE

LISTING MANUAL

PREFACE

The Listing Manual of the South Pacific Stock Exchange was published in 1979. The Listing Rules correspond to the requirements laid down in the Listing Manual of the Australian Associated Stock Exchanges except where they were at variance with the laws of Fiji.

With the passage of time, the Australian Stock Exchange has found it necessary to make several changes to its Listing Rules based on the dramatic developments, which are taking place in the securities industry in Australia. However, over the years, the Listing Rules of the South Pacific Stock Exchange have remained unchanged.

The Listing Rules that follow carry certain amendments, which are considered essential and desirable in the interests of an emerging stock market in the South Pacific Region.

Companies seeking admission to the official list are invited to consult the officers of the Exchange for a preliminary discussion.

The Exchange in its absolute discretion (without qualification whatsoever) may accept or reject any application for admission to the official list. The Exchange may also in its absolute discretion waive compliance by a company with any Rule or part of a Rule contained in these Listing Rules.

These Listing Rules impose strict obligations on companies. Non-compliance will render offenders liable to removal from the official List and loss of official quotations for their Securities.

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DEFINITIONS

In the application of this Manual to a particular company, all words or expressions which are defined by the Act shall have respectively the same meanings when used in this Manual unless the context otherwise requires –

(1) "Act" means Companies Act

(2) "Books closing date" means the specified time and date set by a company for the lodgement transfers for the purpose of determining persons entitled to dividends, interest, or new securities or rights to priority of applications for issues of securities.

(3) "Borrowing company" means a company that is or will be under a liability (whether or not such liability is present or future) to repay any money received or to be received by it in response to an invitation to the public or to existing shareholders or the existing loan security holders to subscribe for or purchase loan securities of the company.

(4) "Debentures" or "debenture stock" means in relation to loan securities, debentures or debenture stock which in addition to any other security in respect thereof are secured by a floating charge over the whole or substantially the whole assets and undertaking of the borrowing company and guarantor companies.

(5) "Exchange Company" means South Pacific Stock Exchange.

(6) "Guarantor Company" means in relation to a borrowing company that has guaranteed the repayment of the relevant loan securities and stock" in the definition hereinafter contained, and

   (a) in the case where the relevant loan securities consist of mortgage debentures or mortgage debenture stock has secured the guarantee aforesaid by a first mortgage or mortgage over land of such guarantor company to the extent necessary to enable the relevant mortgage debentures or mortgage debenture stock to satisfy the description of "mortgage debentures" and "mortgage debenture stock" in the definition hereinafter contained, and

   (b) in the case where the relevant loan securities consist of debentures or debenture stock has secured the guarantee (aforesaid) by a floating charge over the whole or substantially the whole assets and undertaking of such guarantor company.

(7) “Listed company” means a company who have some or all of the securities listed by the Exchange.

(8) “Loan securities” means –

(a) unsecured notes or unsecured deposit notes;
(b) mortgage debentures or mortgage debenture stock;
(c) debentures or debenture stock

(9) “Mortgage debentures” or “mortgage debenture stock” means in relation to loan securities mortgage debentures or mortgage debenture stock which provide that the repayment of all moneys deposited with or lent to the borrowing company, in addition to any other security in respect thereof, is secured by a first mortgage given to the trustee for the holders of the debentures to be issued in relation to the deposit or loan over land vested in the borrowing company or in any of its guarantor companies, and that the mortgage has been duly registered, or is a registrable mortgage which has been lodged for registration in accordance with the law relating to the registration of mortgages of land in the place where the land is situated, and that the aggregate amount of such moneys and of all other liabilities (if any) secured by the mortgage of that land ranking pari passu with the liability to repay, such moneys does not exceed 60 per cent of the value of the company’s interest in that land, as shown in a written valuation of an independent person competent and qualified to make the valuation in the place where the land is situated for inclusion in a Prospectus.

(10) “Secured Advances” shall include any advance, which is either –

(a) secured in favour of the borrowing company or such guarantor company (as the case may be) by registered first mortgage which is in a form approved by the trustee over land which secures an amount not exceeding a valuation not more than three years old and made by an independent and qualified valuer, or

(b) other wise secured in favor of the borrowing company or such guarantor company (as the case may be) by first floating charge in a form approved by the trustee or by other security of a nature and in a form approved by the trustee provided that shall not be taken into account as “secured advances” the excess (if any) of the total amount represented by all advances of the description contained in the sub-clause (b) over 10% of the aggregate book value of the total tangible assets of the borrowing company and any guarantor companies on an audited consolidation.

(11) “Security” means in relation to a company, shares, stock, stock units, mortgage debentures, debentures, inscribed stock, notes, deposit notes, units, interests or rents or options to subscribe for any of the foregoing.

(12) A subsidiary company means a company as defined in the Companies Act ec.127 Cap 247.

(13) Related companies. Where a corporation is:

(a) the holding company of another corporation;

(b) a subsidiary of another corporation; or

(c) a subsidiary of the holding company of another corporation

That first mentioned corporation and that other corporation shall be for the purposes of the Exchange are deemed to be related to each other.

SECTIONS 1 - 2

REQUIREMENTS FOR COMPANIES TO QUOTE THEIR SECURITIES

SECTION 1A – PREREQUISITE FOR ADMISSION TO OFFICIAL LIST

(i) Companies applying for quotation of ordinary shares are as a general rule, expected to meet the following requirements:-

(1) Have a paid up capital of at least $100,000

(2) The following percentages should be in the hands of the public depending on the category to which the company belongs:

Issued and paid up capital

Below	$200,000	- 25%
Between $200,000 and $500,000		- 15%
Over	$500,000	- 10%

In complying with this requirement, the following are to be excluded:

(a) Holdings by parent, subsidiary or associate companies;

(b) Holdings by directors, members of their families and/or their nominees.

(ii) A company incorporated outside Fiji may be considered for admission to the official list of the Exchanges if: -

(1) it is listed on a recognised overseas Stock Exchange and,

(2) it establishes and agrees to maintain a share register in Fiji or appropriate facilities for transfer registration and,

(3) at least 200,000 shares or such lesser number as may be approved by the Exchange, are held by 50 Fiji residents on a Fiji register, and

(4) it agrees to forward prompt advise to the Exchange of all material announcements by the company such as dividends, new issues and profit figures, at the same time such announcements are made to the overseas Stock Exchange, and

(5) it agrees to comply with the requirements of the South Pacific Stock Exchange unless the Exchange has agreed to waive any particular requirements, and

(6) it has signed an agreement with recognized Overseas Stock Exchange to comply with the current listing requirements of that Exchange, and

(7) its admission has the approval of the Fiji Exchange Control Authorities.

(iii) In addition to ordinary shares, applications will also be considered in respect of any other class of security in such company (i.e. Preference, Debentures) provided that ordinary shares of such company are already quoted in the official list.

However, the total value of any other class of shares in issue or to be issued in future shall not exceed 50% of the issued ordinary capital at any time.

The issue of non-voting shares shall be permitted subject to the following terms and conditions:

(a) When non-voting shares are approved for a quotation, a precondition is that other classes of shares which enjoy voting rights will also be quoted on the Exchange in due course;

(b) The quantum of non-voting shares in a Listed Company at any time shall not exceed 50% of the voting shares of such company;

(c) The non-voting shares shall have a limited life. The terms of issue of such shares shall provide for those shares to be convertible or redeemable after a lapse of a determined number of years and such period shall not exceed five years;

(d) A company contemplating an issue of non-voting shares shall have a satisfactory profit and dividend record for a minimum of three years or as determined by the Exchange

Under exceptional circumstances, the Exchange may at its own discretion grant waiver of this policy and may improve such terms and conditions as it deems fit.

SECTION 1B – ARTICLES OF ASSOCIATION

The Exchange will not list any company whose Articles of Association restrict free dealings in its securities which are quoted or to be quoted, except where required by law. The Articles of Association shall contain provisions to the following effect:-

Capital –

(1) The company will not issue securities to transfer a controlling interest without prior approval of shareholders in general meeting.

(2) Except in the case of an issue of shares or options to shareholders on a pro-rata basis, no director shall participate in an issue of shares or options unless the shareholders in general meeting have approved of the specific allotment to be made to such director and unless he holds office in an executive capacity.

(3) The total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time.

(4) The rights attaching to shares of a class other than ordinary shares shall be expressed.

(5) Whether the Company has power to issue further preference capital ranking equally with, or in priority to preference shares already issued.

(6) Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and Balance Sheets, and attending general meetings of the company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital, or winding up, or sanctioning a sale of the undertaking, or where the proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividend on the preference shares is in arrears more than six months.

(7) Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits.

Certificates-

(8) Share or stock certificates other than those issued to replace certificates lost or destroyed, shall be issued without charge to shareholders. On request, a shareholder shall be entitled to receive several certificates in reasonable denominations.

Forfeiture and Lien –

(9) The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the company may be called upon by law to pay in respect of the shares

(10) If any shares are forfeited and sold, any residue after the satisfaction of the unpaid calls and accrued interest and expenses shall be paid to the person whose shares have been forfeited, or his executors, administrators or assigns, or as he directs.

Transfer and Transmission –

(11) No fee shall be charged on the transfer of any securities.

(12) There shall be no restriction on the transfer of fully paid securities, which are quoted or are to be quoted in the case of a Limited Liability Company, nor on the transfer of any securities which are quoted or are to be quoted in the case of a No Liability Company, except where required by law.

(13) Any Article which entitles a company to refuse to register more than three persons as joint holders of a share must be expressed to exclude the case of executors or trustees of a deceased shareholder.

Modification of Rights-

(14) The repayment of preference capital other than redeemable preference, or any other alteration of preference shareholders rights, may only be made pursuant to a special resolution of the preference shareholders concerned **Provided Always** that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing,

if obtained from the holders of three-fourths of the preference shares concerned within two months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Borrowing Powers-

(15) The scope of the borrowing powers of the Board of Directors shall be expressed

Meetings-

(16) Not less than fourteen days' notice shall be given to the Exchange and shareholders for a general meeting and all notices convening meetings shall specify the place, day and hour of the meeting.

Voting and Proxies

(17) A holder of ordinary shares shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the company have been paid.

(18) 1. Voting rights in respect of fully paid shares on a one for one basis.

2. Voting rights in respect of contributing shares in a no-liability company be pro rata to the amount paid up.

3. Voting rights in respect of contributing shares in a limited liability company be on a one for one basis where such contributing shares are offered on a pro rate basis to shareholders.

4. Voting rights in respect of contributing shares in a limited liability company, offered other than on a pro rata basis to shareholders, be pro rata to the proportion of the total issue price paid up.

(19) In the case of joint holders of shares, any one of such persons may vote, but if more than one of such name stands first on the Register of Members shall alone be entitled to vote.

(20) A member may appoint not more than two proxies neither of whom need be a member of the Company. If a member appoints one proxy only, that proxy shall

be entitled to vote on a show of hands. If a member appoints two proxies, neither proxy shall be entitled to vote on a show of hands. The Articles of Association of the Company shall also provide that where a member appoints two proxies, the appointment shall be of no effect unless each proxy is appointed to represent a specified proportion of the members voting rights.

(21) All shares issued by the Company shall be of the same nominal value.

(22) Shareholders shall be given an opportunity to vote by proxy for or against any resolution submitted to a meeting of the company.

Directors-

(23) No corporation is eligible to be appointed as director of the company.

(24) Where provision is made for the directors to appoint a person as a director either to fill a casual vacancy, or as an addition to the Board, any director so appointed shall hold office only until the next following ordinary general meeting of the company, and shall then be eligible for re-election.

(25) Fees payable to non-executive directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover. Salaries payable to executive directors shall not include a commission on or percentage of turnover.

(26) Fees payable to directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.

(27) The Company shall by way of a note attached to the Balance Sheet send to shareholders details of any material contract entered into by the Company or its subsidiaries in which a director of the company has a material interest, either directly or indirectly.

The advise should include inter-alia the names of the parties to the contract, the name of the director (if not a party to the contract), particulars of the contract, and the director’s interest in that contract.

‘Contract’ shall be deemed to include any agreement or arrangement whether formal or informal and whether express or implied and includes an agreement that is not enforceable by legal proceedings whether or not it was intended to be so enforceable. A contract with a subsidiary or associated company of the company shall be taken into account as if it were a contract with the company. A contract shall not be deemed to be material if it is entered into by the company in the normal day-to-day conduct of its business.

Particulars of any disclosable contracts or arrangements either still subsisting at the end of the financial year or, if not then subsisting, entered into since the end of the previous financial year must be set out in the note attached to the Balance Sheet.

(28) A director shall not vote in regard to any contract or proposed contract or arrangement in which he has directly or indirectly a personal material interest.

(29) An election of directors shall take place each year. No director except a Managing Director shall hold office for a period in excess of three years or until the third Annual Meeting following his appointment, which ever is the longer, without submitting himself for re-election.

(30) The office of a director shall become vacant should he become of unsound mind or bankrupt during his term of office

(31) No person not being a retiring director shall be eligible for election to the office of director at any general meeting, unless some member intending to propose him has left at office of the company a notice in writing duly signed by the nominee, giving his consent to the nomination any signifying his candidature for the office, or the intention of such member to propose him, and members must be given the right to lodge such notices eleven clear days before the meeting, **Provided That** in the case of a person recommended by the directors for election, nine clear days' notice only shall be necessary, and notice of each and every candidate for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.

(32) A Managing Director shall not be appointed for life.

(33) A Managing Director shall be subject to the control of the Board.

(34) The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to the regulations of the company, the continuing directors may except in an emergency, only act for the purpose of increasing the number of directors to such minimum number, or to summon a general meeting of the company.

(35) A director may appoint a person approved by a majority of his co-directors to act as his alternate, **Provided That** any fee paid by the company to the alternate shall be deducted from that director's remuneration.

(36) Where two directors form a quorum, the Chairman of a meeting at which only such quorum is present, or at which only two directors are competent to vote on the question at issue, shall not have a casting vote.

(37) Any sale or disposal by the directors of the company's main undertaking shall be subject to ratification by the shareholders in general meeting.

Accounts –

(38) The interval between the close of the financial year of the company and the issue of the printed Annual Report and audited accounts relating to it shall not exceed four months.

Winding Up-

(39) The basis on which shareholders would participate in a distribution of assets on a winding up shall be expressed.

(40) On the voluntary liquidation of the company, no commission or fee shall be paid to a liquidator unless it shall have been ratified by shareholders. The amount of such payment shall be notified to all shareholders at least seven days prior to the meeting at which it is to be considered.

Articles of Subsidiary Companies –

(41) The Articles of each subsidiary company must contain Requirements B (25), B (30), B (32), and B (33) above

(42) The Company shall not by its Memorandum and Articles on other corresponding document reserve power to itself to act a stock on Share Broker or as dealers in Securities.

SECTION 1C - INITIAL LISTING APPLICATION

1. GENERAL

1.1 The steps in the Listing Process shall be:

(i) The Company decides to apply for listing;

(ii) The Company submits application to the Exchange; such application is submitted to the Listing Committee of the Exchange for evaluation and decision;

(iii) The Exchange conveys the decision of the Capital Issues Committee to the company within 14 market days.

(iv) The Exchange informs the Company of its Prospectus requirements;

(v) The Company supplies the Exchange with the total number of Prospectus copies and applications at least 5 market days before the opening of the list;

(vi) The Company issues Prospectus to the public and offer period opens;

(vii) The Company announces basis of allotment;

(viii) The Company publishes the distribution schedule in at least one leading national newspaper;

(ix) The Company issues shares pursuant to the allotment;

(x) The Company is admitted to the official list of the Exchange for trading, 4 market days after the despatch of allotment letters;

(xi) The Exchange suspends trading in the Company's shares immediately after the expiry of the renunciation Period:

(xii) The Company despatches all shares certificates within a period of 21 market days from the final date for renunciation and confirms such despatch to the Exchange;

(xiii) The Company's quotation is restored for trading at the expiry of 4 days from the date of receipt of confirmation of the despatch of all the shares certificates.

1.2 PROCEDURE FOR INITIAL LISTING

1.2.1 Copies of Initial Application. Each initial application for listing shall consist of the following:

i. the application itself prepared as outlined below;
ii. the separate supporting papers specified in 1.4 of this section

1.2.2 NOTE

No prepared or blank forms are available for the listing application. The applicant shall prepare its own application in typewritten narrative form, following the instructions outlined in 1.3 below.

1.3 INITIAL/ADDITIONAL LISTING APPLICATION

A Title Page

(Name of Company) Address……………..
Date…………………

To:

The Manager
South Pacific Stock Exchange
Suva

Dear Sir

Application for Listing of Securities

We hereby apply for a quotation for the under-mentioned securities issued/to be issued by this Company and agree and undertake in the event of our application being accepted:

(a) to conform to the Rules and Regulations of the Exchange governing quotations;

(b) to observe the continuing listing requirements of the Exchange;

(c) to abide by the published Conditions of Sale Trading Rules and any amendments of such rules and regulations, and continuing listing requirements;

1. *……………………………..
2. *……………………………...
3. *………………………………

The particulars endorsed below are correct.

This application is accompanied by the relevant documents:

Yours faithfully

…………………………………Limited

……………………………………..
(Name) Director/Secretary

- A list of relevant documents is given in 1.4 of this section. These documents are not required for a subsequent issue.

B. Particulars of the Company
Name of the Company
Date of Incorporation
Place of Incorporation
Address of Registered Office
Authorised Capital
Unissued Capital

Issued Capital (excluding that for which the present application is made)
……………………………………………………………………………….

Class Security	Number Issued	Nominal Value	Amount Paid

1.
………………………………………………………………………
2.
…………………………………………………………………………….
3.
…………………………………………………………………………….
4.
……………………………………………………………………………...
5.
………………………………………………………………………………

C. PARTICULARS OF NUMBER OF SHARES TO BE QUOTED

……………………………………………………………Limited
SECURITIES FOR WHICH QUOTATION IS APPLIED

1.	Number of Shares and/or amount of stock for which application is now made	…………	………..
2.	Number of Shares and/or amount of stock.	…………	…………
3. (a)	which have been allotted for cash or in conversion	…………	…………
(b)	which have been allotted to vendors or others for consideration other than cash or in exchange for cash	…………..	…………..
(c)	which have been allotted in pursuance of an option	………….	……………

The shares/stock are/is/will become identical/not identical in all respect with existing shares/stock (if not identical it must be stated at what date, if ever, the share/stocks will become identical and the definitive Certificates shall be enforced with a note to this effect).

Letters of Rights/Allotment Letters may be renounced up to ………day after, and may be split up to ………. days after, the date of ussue thereof. The Definitive Certificates have been issued/will be issued.

……………..We undertake to lodge with the Exchange the required affidavit of compliance no sooner all share certificates have been despatched. (The format of this affidavit of compliance is given in Appendix 2).

………………………………………..
(Name) Director/Secretary

Address:……………………………….

Date:……………………………………

1.4 SUPPORTING DOCUMENTS

The following supporting documents shall accompany the application for a quotation.

(i) Memorandum and Articles of Association. Two copies of the Memorandum and Articles of Association and all amendments to date:

(ii) Certificates of incorporation and certificates, if any entitling the Company to commence business or a certified copy thereof;

(iii) A certified copy of every letter, report, balance sheet, valuation, contract or other document, any part of which is extracted or referred to must accompany the application;

(iv) A certified copy of the written consent given by any expert, to include in the Prospectus or Statement in lieu of Prospectus:

(a) an extract of;
(b) a copy of;
(c) a statement of;
(d) a summary of;
(e) a report of valuation of: such expert with the name and qualifications of such expert, together with the date of such report or such valuation.

(v) Three copies of the Company's last audited accounts submitted to its members at an Annual General Meeting together with particulars of any variation since the date of such accounts in the amount of the authorised or issued capital, debentures or loans shown in such accounts;

(vi) A draft of the Proposed Prospectus, statement in lieu of Prospectus, the contents and form of which shall also comply with the requirements of the Companies Act. However, the Committee may at its own discretion recommend any additions as it deems fit and approve such application subject to such amendments;

(vii) Where the application is related to debentures, debenture stock or notes, two copies of the mortgage securing the same and relative trust deed or (where the same are not secured) two copies of the debenture stock certificate, or note, and of any deed relating to the same.

(viii) Shareholder's List

(a) A list of the names of the twenty largest shareholders and their respective holdings together with a certificate of distribution of such holdings signed by an officer of the applicant, showing the distribution of the security for which the application is made in the following format:

No. Of Holders	Holding	Total % Holding
	Less than 500 shares	
	500 to 5,000 shares	
	5,001 to 10,000 shares	
	10,001 to 20,000 shares	
	20,001 to 30,000 shares	
	30,001 to 40,000 shares	
	40,001 to 50,000 shares	
	50,001 to 100,000 shares	
	100,000 to 1,000,000 shares	
	over 1,000,000 shares	

(b) A list of Directors and their respective direct and indirect shareholding e.g. nominee holdings, family holdings, and holdings by companies in which such Director has a substantial holding.

(ix) Listing Undertaking

One copy of undertaking in the form set out in the Appendix 1, duly executed under the common seal of the Company.

SECTION 2 - PRE-REQUISITES TO GRANT OFFICIAL QUOTATION

A. Shares-

(1) Official quotation of an issue of securities to employees where directors participate in such issue may be withheld until shareholders in general meeting have approved of the allotments made to each such director.

(2) Official quotation will not be granted to a new issue of partly paid securities by a limited liability company unless the statement announcing the issue includes a defined call programme.

(3)

(a) Official quotation of rights to an issue which is offered on a pro-rata basis with renounceable rights to holders of quoted securities will be granted on the fifth business day prior to and inclusive of the books closing date, or where such issue is subject to shareholders resolution, official quotation will be granted either on the business day following the passing of the necessary resolution or on the fifth business day prior to and inclusive of the closing of the books whichever is the later.

(b) Official quotation will be granted on the business day after the applications close to subsequent issues of shares by a listed company, which are offered on a pro rata basis to holders of the quoted securities unless the offer document contains a statement to the effect that the company does not intend to seek quotation of the shares the subject of the offer.

(c) Official quotation will be granted on the fifth business day prior to and inclusive of the books closing date to an issue of bonus shares.

B Loan Securities-

(1) Official Quotation of loan securities by listed company may be considered

(a) where each maturity has a total issued amount of not less than $100,000 nominal value, and
(b) where there is an issue of loan securities comprising one or more maturities there must be a minimum of 25 holders in each maturity.

(2) In the case of semi-governmental and public securities, there is no prescribed minimum in respect of either amount of issue or number of holders to permit official quotation.

(3) The Exchange will not grant official quotation to any, loan securities unless there is in existence a trust deed governing the issue of such loan securities and the trust deed contains provisions with the effect as set out in Listing Requirement 2.F.

(4) In every Prospectus, notice, circular, advertisement, application and certificate, the loan securities shall be described only by that one of the names set out in the definition of loan securities that is appropriate to it and by no other name.

(5) The loan securities shall be created and issued pursuant to a Trust Deed, the trustee of which shall be a company that would be regarded as a trustee corporation.

C. Prospectus

General –

(1) The Prospectus offering securities shall not make any reference to Stock Exchange listing or quotation, except with the permission of the Exchange.

(2) The Prospectus shall not carry on its cover any statement that the issue is guaranteed unless an adequate description of the guarantee is set out on such cover in the same size and type of print in which such statement appears.

(3) The Prospectus shall not contain a report of a registered company auditor if he –

(a) is not a registered company auditor;

(b) is indebted in an amount exceeding one thousand dollars to the company or to a related corporation;

(c) is an officer or proposed officer of the company, or

(d) is a partner, employer or employee of an officer or proposed officer of the company, or

(e) is a partner or employee of an employee of an officer or proposed officer of the company.

(4) The Prospectus shall not contain a report of any expert on any real or personal property which has been or will be acquired by the company if such expert has any interest, direct or indirect, in such property.

(5) The Prospectus shall contain in full any report incorporated therein, and the qualifications of the person making the report must be set out.

(6) The Prospectus shall contain the following provisions:-

(a) A report by the directors as to whether, after due inquiry by them, in the interval between the date of incorporation or the date to which the last accounts (whichever is the later) of the company and each of its subsidiaries have been made up, and a date not earlier than fourteen days before the issue of the Prospectus –

(i) the business of the company and each of its subsidiaries has, in their opinion, been satisfactorily maintained, and

(ii) there have, in their opinion, arisen any circumstances adversely affecting the company's or any of its subsidiaries trading or the value of their assets, and

(iii) the current assets of the company and its subsidiaries appear in the books at values which are believed to be realisable in the ordinary course of business, and

(iv) there are any contingent liabilities by reason of any guarantees given by the company or any of its subsidiaries, and

(v) there are, since the last annual report, any changes in published reserves or any unusal factors affecting the profit of the company and its subsidiaries.

(b) Short particulars of any transaction within the two preceding years relating to the property in which-

(i) any vendor thereof to the company, or

(ii) any person who is or was at the time of the transaction a broker or a professional adviser to the company or a director, proposed director, manager, secretary or a legal representative of the company or a person whose report or certificate is being used for the purpose of the Prospectus had any interest therein, direct or indirect.

(c) The amount, if any, paid within the two preceding years, or payable, as commission (but not including commission to subunderwriters) for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of the company, or the rate of any such commission, and the names of any directors or promoters or experts or proposed directors who are entitled to receive any such commission and the amount of rate thereof.

(d) In the case of an issue of shares, the net tangible asset backing of each class of shares, after making allowance for the introduction of the new share capital.

(e) Where reference is made to a valuation of assets, the basis of valuation (e.g. the present day value or replacement value), the date of valuation, by whom the valuation was made, and in the case of reality any special conditions governing the valuation. The Prospectus shall state an address where copies of the valuation may be inspected.

(f) Particulars of any royalty payment or compensation to land owners, as distinct from consideration payable to holders of leases, licences, lease applications or similar rights and titles which must be stated separately.

(g) A report by the directors stating whether or not the company was taxed as a public company in respect of any of the five financial years immediately preceding the issue of the Prospectus.

(h) Dates of, parties to, and general nature of every material contract of the company and each of its subsidiaries not being a contract entered into in the ordinary course of the business carried on or intended to be carried on or a contract entered into more than two years before the date of the issue of the Prospectus.

(i) In the body thereof details of any agreements or contracts entered into between the Company and any of its Directors as may be required by the Exchange

(7) A statement whether any expert whose report appears in the prospectus has:

(a) any shareholding in the company:

(b) the right (whether legally enforceable or not) to subscribe for securities in the company;

(c) the right (whether legally enforceable or not) to nominate persons to subscribe for securities in the company:

and is so, full description of same.

(8) A detailed analysis of any consideration pecuniary or otherwise received or to be received by any promoter.

(9) Any reference to taxation deductions to shareholders under provisions of the Income Tax Act shall be followed immediately by a statement of equal prominence to the following effect:-

“Attention is drawn to the fact that deductions under (the relevant Section) of the Income Tax Act depend upon the Commissioner being satisfied that the moneys specified by the Company in the declaration to be lodged by it pursuant to the Section have been or will be expended in carrying on operations which qualify for the deduction granted by the Section.”

(10) Loan Securities – Additional Requirements: -

The Prospectus shall carry a declaration by the Directors in the following form:

(10A) "The Prospectus has been seen and approved by the Directors of the Company and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that able making and reasonable inquiries and to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading."

The Prospectus for an issue of loan securities shall prominently set out: -

(11) An adequate description of the amounts outstanding out of the aggregate amounts borrowed respectively by the borrowing company and by its guarantor companies, distinguishing between those which will rank for repayment in priority to the proposed issue and those which will rank pari passu with that proposed issue.

(12) An adequate description of any powers given by the Trust Deed whereby the borrowing company has any right to create additional charges on any of the assets charged to secure the repayment of the loan securities which will rank in priority to or pari passu with such loan securities.

(13) (a) Whether or not –
(i) all the subsidiaries of the borrowing company, or
(ii) the holding company of the borrowing or.
(iii) all the subsidiaries of such holding company, have guaranteed such issue and whether or not such guarantee is supported by any charge, and

(b) an adequate description of such guarantee given or any such charge.

Where the trust deed governing the issue of the loan securities contains an express provision qualifying the covenant on the part of the borrowing company to cause any wholly-owned subsidiary to become a guarantor company there shall be prominently set out a full description of the rights of the trustee under the trust deed to require that a subsidiary (whether wholly-owned or not) of the borrowing company become a guarantor company.

(13A) (1) A consolidated statement of the company and its guaranteeing subsidiaries to include-

(a) The net profit before income tax for at least the last preceding financial year;
(b) The total interest paid on secured liabilities in that year, or years;

(c) The total interest paid that will be payable in respect of the loan securities now offered for subscription assuming-

(d) The total interest paid that will be payable in respect of the loan securities now offered for subscription assuming-

(i) the issue is fully subscribed (including the maximum over subscription if applicable)

(ii) the total amount subscribed bears the maximum rate of interest offered by the prospectus;

(e) The cover, which the net profit in the last preceding financial year or years before deducting interest and income tax gives to –

(i) the interest paid on secured liabilities

(ii) the interest paid on all liabilities

(iii) the maximum annual interest payable on the securities now offered plus the interest payable on liabilities ranking in priority to or pari passu with the securities now offered.

(2) Provided the company does not reserve the right to accept or retain over subscriptions, the net tangible asset backing available for each $100 of loan securities to be issued pursuant to the prospectus calculated in accordance with the provisions of the Trust Deed.

(14) In the case of unsecured notes or unsecured deposit notes, an unqualified statement that the holder of such notes is an unsecured creditor of the company issuing such notes, ranking (apart from any priorities created by law) equally with the other unsecured creditors of such company.

(15) Particulars of the limitations on the amount that the borrowing company may borrow (or the liabilities that such company may incur as the case may be) clearly distinguishing between those liabilities which may rank in priority to the listed loan securities and those liabilities which may rank pari passu therewith. Where in the case of debentures or mortgage debentures there is no limitation on the total liabilities that the borrowing company may incur or allow to subsist the prospectus shall clearly state that there is no such limitation

(16) The Trust Deed governing the creation and issue of any loan security does not contain a covenant by the borrowing company, that on receiving a request in writing by the trustee, it will cause any wholly owned subsidiary (whether acquired before or after the date of the Trust Deed) of the borrowing company to become a guarantor company, the Prospectus shall state this fact and prominent set out a full description of the rights of the trustee under the Trust Deed in regard to the calling for security from subsidiaries of the borrowing company.

(17) Where an issue of loan securities-

(a) is redeemable either in whole or in part by the borrowing company by an issue of shares, or
(b) is convertible into shares either in whole or in part, by the holder, or
(c) is made in conjunction with the issue of separate options to subscribe for shares.

whether the borrowing company reserves the right during the currency of the loan securities and/or options, to issue shares to shareholders either for cash or as a bonus distribution, and whether the holders of loan securities and/or options have any participating rights in the event of a share issue, or any right of conversion into shares in the event of a takeover offer to acquire the shares of the borrowing company.

(18) The Prospectus or the Form of Application contained therein shall provide for the loan securities to mature on a fixed date or dates or on call or on the expiration of a specified period or periods of notice. No Prospectus or Form of Application shall contain any statement or provision for the purpose or having the effect without a further written application by holders of such loan securities of either-

(a) extending the term of any loan securities beyond the date or dates for maturity specified by the applicant in the form of application; or

(b) enabling any moneys payable or repayable by the borrowing company on maturity to be deemed to be reinvested or applied in other loan securities.

D. Letters of Offer and/or Circulars-

General –

Letters of offer and/or Circulars relating to loan securities to be issued to existing security holders shall not make any reference to Stock Exchange listing and/or quotation except with the permission of the Exchange to which application for listing or quotation has been or will be made.

Letters of offer and/or Circulars in respect of loan securities to be issued to existing security holders shall contain the following provisions; -

(1) The amount sought and a statement as to whether the company reserves the right to accept or retain over-subscriptions, and if so, the extent of same.

(2) The amount or rate of underwriting commission.

(3) Particulars of the limitations on the amount that the borrowing company may borrow (or the liabilities that such company may incur as the case may be) clearly distinguishing between those liabilities which may rank in priority to the listed loan securities and those liabilities which may rank pari passu therewith. Where in the case of debentures or mortgage debentures there is no limitation on the total liabilities that the borrowing company may incur or allow to subsist the prospectus shall clearly state that there is no such limitation.

(4) An adequate description of the amounts outstanding out of the aggregate amounts borrowed respectively by the borrowing company and by its guarantor companies, distinguishing between those which will rank for repayment in priority to the proposed issue and those which will rank pari passu with that proposed issue.

(5) A report which shall state separately estimates of the amount of moneys owing and payable to the company or group and the amount of all liabilities payable to the Company or group-

(a) not later than two years;

(b) later than two years but not later than five years, and

(c) later than five years;
calculated from the last date which the accounts were made up.

(6) An adequate description of any powers given by the Trust Deed whereby the borrowing company has any right to create additional charges on any of the assets charged to secure the repayment of the loan securities which will rank in priority to or pari passu with such loan securities.

(7) A report by the directors as to whether (after due enquiry by them) in the interval between the date to which the last published audited accounts of the company and each of its subsidiaries have been made up and a date not earlier than fourteen days before the issue of the circular and/or Letter of Offer: -

(a) the business of the company and each of its subsidiaries has in their opinion been satisfactorily maintained;

(b) they have in their opinion arisen any circumstances adversely affecting the company's or any of its subsidiaries trading or the value of the company's or any of its subsidiaries assets;

(c) the current assets of the company and each of its subsidiaries appear in the books at values which are believed to be realisable in the ordinary course of business;

(d) there are any contingent liabilities by reason of any guarantees given by the company or any of its subsidiaries;

(e) there have been, since the last published audited accounts, any changes in published reserves or any unusual factors affecting the profitability of the company and its subsidiaries.

(8) (a) Whether or not-

(i) all the subsidiaries of the borrowing company, or

(ii) the holding company of the borrowing company, or

(iii) all the subsidiaries of such holding company, have guaranteed such issue, and whether or not such guarantee is supported by any charge, and

(b) an adequate description of any such guarantee given or any such charge.

Where the trust deed governing the issue of the loan securities contains an express provision qualifying the covenant on the part of the borrowing company to cause any wholly-owned subsidiary to become a guarantor company there shall be prominently set out a full description of the rights of the trustee under the trust deed to require that a subsidiary (whether wholly-owned or not) of the borrowing company become a guarantor company.

(9) Profits and losses, assets and liabilities of the company or group and of any guarantor companies of the borrowing company as at the last balance date, which date in no case shall be more than nine months before the issue of the Circular and/or Letter of Offer.

(10) In the case of unsecured notes or unsecured deposit notes, an unqualified statement that the holder of such notes is an unsecured creditor of the company issuing such notes, ranking (apart from priorities created by law) equally with the other unsecured creditors of such company.

(11) In respect of an issue of securities where a company reserves the right to close the issue at any time after the opening date, the Letter of Offer shall state whether or not the company will accept the lodgment of applications prior to the opening date of the issue.

(12) (i) The letter of offer shall state the minimum amount of the issue available for subscription after allowing for the portion of the issue over which the underwriter has the right to nominate allot-tees and the amount, if any over which shareholders, note holders or debenture holders have a prior right of application.

(ii) Where the company and/or underwriter reserves the right to restrict allotment in any currency and/or class of security the letter of offer shall state the extent of such right to restrict allotment and where the underwriters reserve the right to nominate allottees the letter of offer shall also state the extent to which such right to nominate allottees in any such restricted currency or currencies may be exercised.

(iii) Where the company and/or underwriter do not reserve the right to differentiate between currencies and/or classes of securities in making allotments, the letter of offer shall contain a statement to that effect.

E. Trust Deeds for Mortgage Debentures, Debentures and Unsecured Notes -

The Exchange will not grant official quotation to any loan securities unless the Trust Deed governing the issue of such loan securities contains provisions to the following effect: -

(1) A limitation on the amount of borrowings that the borrowing company may at any time create or have in existence pursuant to the Trust Deed.

(2) For the purpose of ascertaining the total amount which borrowing companies may borrow at any time pursuant to the Trust Deed –

(a) any advances other than secured advances made by the borrowing company or any guarantor company to their holding company or any of their subsidiaries, or to any of their holding company's subsidiaries, and

(b) any investment by the borrowing company or any guarantor company in the shares of their subsidiaries or their holding company's subsidiaries,
shall not be brought into account as an asset unless:

(aa) the investment satisfies the following requirements-

(i) The investment is in shares which are quoted on the official list of any Stock Exchange.

(ii) the borrowing company or guarantor company (as the case may be) has given a first fixed charge in favour of the Trustee over the relevant shares as security for the moneys secured by the Trust Deed and has procured that the company in which the investment is made has acknowledged to the Trustee that it has received notice of the existence of such first fixed charge, and

(iii) the limitation on the amount of borrowings that the borrowing company may at any time create or have in existence pursuant to the Trust Deed limits the total of secured liabilities ranking in priority to or pari passu with the Trust Deed and the amount of the relevant loan securities to an amount not exceeding 40% of the tangible assets of the borrowing company and any guarantor companies which may be taken into account in ascertaining the total amount which may be borrowed pursuant to the Trust Deed.

The investment aforesaid may then only be brought into account as an asset to an amount not exceeding the lower of book value and market value based on the quoted price of such shares at the time the adjustment is made.

Provided that:

(i) The Trustee may substitute, if it has reasonable grounds for so doing, a valuation of such shares by a competent valuer approved by the Trustee as the amount brought into account and

(ii) the maximum aggregate amount which may be brought into account as an asset shall not exceed 15% of the tangible assets of the company and any guarantor companies which may be taken into account in ascertaining the total amount which may be borrowed pursuant to the Trust Deed but calculated without excluding this investment.

(3) A covenant binding the borrowing company that on request in writing by the Trustee the borrowing company will cause any wholly-owned subsidiary (whether formed or acquired before or after the date of the Trust Deed) of the borrowing company to become a guarantor company. The borrowing company and the Trustee may by an express provision in the Trust Deed qualify such covenant, but in that event the Prospectus (if any) shall prominently set out a full description of the rights of the Trustee under the Trust Deed in regard to requiring that a subsidiary of the borrowing company may become a guarantor company. The Trust Deed must, however, whether or not such covenant is qualified, provide that at the request of the Trustee –

(a) in the case of mortgage debentures, if the principal moneys outstanding is or is believed by the Trustee to exceed 60% of the value of the interest of the borrowing company and guarantor companies in lands the subject of a first mortgage in favour of the Trustee of the description contained in the definition of “mortgage debentures” and “mortgage debenture stock” in this Manual.

(b) in the case of debentures, or unsecured notes, if the limitation on creation of borrowing pursuant to the Trust Deed has been, or is believed by the Trustee to have been infringed or its maintenance is threatened.

any wholly owned subsidiaries the subject of such request whether formed or acquired before or after the date of the Trust Deed shall become guarantor companies.

(4) That the directors of the borrowing company shall prepare a report which relates to each period of three months and shall set out in detail any matters adversely affecting the security or the interests of the holders of the loan securities and without affecting the generality of the foregoing complies with the Requirements set out below, and shall lodge such report signed by not less than two directors within one month of the end of such period, with the trustee –

(a) whether or not the limitations on the amount that the borrowing company may borrow have been extended;

(b) whether or not the borrowing company and each of its guarantor companies have observed and performed all the covenants and provisions binding upon them respectively by or pursuant to the debentures or any Trust Deed;

(c) whether or not any event has happened which has caused or could cause the debentures or any provision of the relevant Trust Deed to come enforceable, and if so, particulars of that event;

(d) whether or not any circumstances affecting the borrowing company, its subsidiaries or its guarantor companies or any of them have occurred which materially affect any security or charge included in or created by the debentures of any Trust Deed, and if so, particulars of those circumstances;

(e) whether or not there has been any substantial change in the nature of the business of the borrowing company or any of its subsidiaries or any of its guarantor companies since the debentures were first issued to the public which has not previously been reported upon as required by this section, and if so, particulars of that change; and

(f) where the borrowing company has deposited money with or lent money to or assumed any liability of a company which is deemed to be related to the borrowing company, particulars of –

(i) the total amounts so deposited or loaned and the extent of any liability so assumed during the period covered by the report, and

(ii) the total amounts owing to the borrowing company in respect of money so deposited or loaned, and the extent of any liability so assumed as at the end of the period covered by the report –

distinguishing between deposits, loans and assumptions of liability which are secured and those which are unsecured, but not including any deposit with or loan to or any liability assumed on behalf of a company if that company has guaranteed the repayment of the debentures of the borrowing company and has secured the guarantee by a charge over its assets in favour of the trustee for the holders of the debentures of the borrowing company.

(5) The directors shall notify the trustee immediately they are aware that any condition of the Trust Deed cannot be fulfilled

(6) Where an issue of loan securities -

(a) is redeemable either in whole or in part by the borrowing company by an issue of shares,
or

(b) is convertible into shares, either in whole or in part, by the holder, or

(c) is made in conjunction with the issue of separate options to subscribe for shares.

The Trust Deed shall state whether the borrowing company reserves the right during the currency of the loan securities and/ or options, to issue shares to shareholders either for cash or as a bonus distribution, and whether the holders of loan securities and/ or options have any participating rights in the event of a share issue, or any right of conversion into shares in the event of a takeover offer to acquire the shares of the borrowing company.

General Note: South Pacific Stock Exchange may agree to waive or alter any of the above requirements in relation to the Trust Deed of mortgage, debentures, debentures on unsecured notes, provided that any such waiver or alteration has been agreed to in writing by the trustee for the loan security holders.

SECTIONS 3 – 5

COMPANIES ON THE OFFICIAL LIST AND WHOSE SECURITIES ARE ALREADY QUOTED

SECTION 3A - CONTINUING LISTING REQUIREMENTS

3. While a Company remains on the official list it shall comply with the following requirements and such requirements may be introduced from time to time at the discretion of the Exchange and provide forthwith any explanation requested by the Exchange.

3.1 Immediate Announcements to be made up to the Exchange for release

3.1.1 A listed company shall supply the Exchange with immediate effect, any information concerning the company or any of its subsidiaries necessary to avoid the establishment of a false market in the Company's securities or which would be likely to materially affect the price of its securities.

3.1.2 Any acquisition or disposal which are in the nature of trade investments and which in the opinion of the Directors is material, the fact of such disposal or acquisitions and the possible or estimated effects of such disposal and acquisitions on the performance and the profitability of the Company shall be communicated to the Exchange and to the shareholders simultaneously.

3.1.3 Any proposed change in the general character or nature of business of the Company or of any subsidiary thereof and particulars of any offer or proposals for the purchase or sale of any controlling interest or any substantial part of the assets of the Company or of any subsidiary thereof and of the decisions of the Board in that regard.

3.1.4 Any intention to fix a books closing date and the reason thereof, stating the books closure date, which shall be at least 14 days after the date of notification to the exchange and the address of share registry at which documents will be accepted for registration.

3.1.5 Any recommendation or decision that a dividend will not be declared.

3.1.6 (a) Any recommendation or declaration of a dividend (including bonuses if any) the rate and amount per share and date of payment which shall be before the expiry of 21 market days from the date of declaration.

(b) Any decision to change the Capital Structure of the Company by way of a Rights or a Bonus Issue.

Such information should be communicated to the Exchange by telephone no sooner the meeting is held to consider or recommend such entitlement and confirmed by letter immediately afterwards.

Once the books closing date is announced, the Company shall not make any subsequent alteration to the dividend entitlement.

3.1.7 In the case of an interim – dividend declared before the close of a financial year, such announcement to the Exchange shall be accompanied by a statement showing comparative figures, based on which the declaration was made for such period of the current Financial Year and the corresponding period of the previous year.

3.1.8 When a dividend (Interim or Final) is declared after the close of a Financial Year, such announcement to the Exchange shall be accompanied by a statement showing comparative figures of the following:

(a) Turnover figures / Gross operating profit;
(b) Gross profit;
(c) Income from other sources;
(d) Provision for taxation;
(e) Net profit after taxation.

3.1.9 (a) The Company shall make available to the Exchange and to all shareholders in the form set out in Appendix 4 & 5 of this section a half yearly Financial Statement before the expiry of 3 months from the half year period. Such Financial Statement shall be signed by the Chairman or Chief Executive and Finance Director or in his absence the Chief Account.

(b) The Company shall make available to the Exchange a Financial Statement before the expiry of 4 months from the end of each Financial Year in the form as set out in Appendix 4 and 5 of this Section even if the figures are provisional and subject to audit.

3.1.10 Any intention to pass a resolution at any member's meeting shall be notified to the Exchange at the same time that it is conveyed to the shareholders and within 3 days after the date of the meeting whether or not such resolution was carried.

Companies shall send duly stamped proxy forms to shareholders and debenture holders in all cases where proposals other than those of a purely routine nature are to be considered at a meeting of the Company's shareholders and debentures holder may be eligible to vote either for or against each resolution.

3.1.11

Any change of address of the registered office of the Company or of any offices at which the register of the securities of the Company is kept.

3.1.12 Any change in the Directors, Company Secretary, Registrars or Auditors of the Company.

3.1.13 Any change of substantial share holding of the Company and details thereof.

3.1.14 Any application filed with a court to wind up the company or any of its subsidiaries. The appointment of receiver or liquidator of the Company or any of its subsidiaries.

3.1.15 Any acquisition of shares of any company or any transaction resulting in such Company becoming a subsidiary of the company.

3.2 The Company shall forward to the Exchange at the same time as despatched to the shareholders:

(a) 3 copies of the statutory and annual report and accounts.
(b) 3 copies of all resolutions increasing the capital and all notices relating to further issues of capital, call letters and other circulars of importance to shareholders.
(c) 3 copies of all resolutions passed by the Company in General Meeting for the purpose of adopting the report and accounts declaring dividends and re-electing Directors and Auditors.

3.3 The Company shall prepare and circulate before the expiry of 4 months from the close of the **Financial Year** a balance sheet and profit and loss account in accordance with the accounting standards and pronouncements of the Institute of Chartered Accountants and certified accordingly by the Company's auditors.

Such publicized accounts shall contain among other information:

(a) A full list of Investments (quoted and unquoted) held outside the group as investment by the Company.
(b) Holdings in Associate and Subsidiaries with the relative percentage.
(c) A distribution schedule of each class of equity security setting out the number of holders and percentage in the following categories:

No. of Holders	Holding	Total % Holding
	Less than 500 shares	
	500 to 5,000 shares	
	5,001 to 10,000 shares	
	10,001 to 20,000 shares	
	20,001 to 30,000 shares	
	30,001 to 40,000 shares	
	40,001 to 50,000 shares	
	50,001 to 100,000 shares	
	100,001 to 1,000,000 shares	
	over 1,000,000 shares	

(d) A Director's Report, in addition to the requirements of the Companies Act, shall contain

(i) names of the person who were at any time during the Financial Year, Directors of the Company.

(ii) Any principal activities of the Company and its subsidiaries during the year and any changes therein.

(iii) Significant changes in the Company's or its subsidiaries' fixed assets and the market value of land, if the value differs substantially from the book value.

(iv) If any shares or debentures have been issued, the number, class and consideration received and reasons for the issue.

(v) Details of any arrangement whereby the Company enables Directors to acquire benefits by means of acquisition of shares or debentures of the Company or any body corporate, explaining the effect of the arrangements and giving names of the Directors who, at any time during this year, were directors and held, or whose nominees held, shares or debentures acquired as a result of the arrangements.

(vi) A statement for each Director whether or not he had an interest in any shares or debentures of the company or of any other body corporation within the group, specifying the number and amount of shares and debentures held at the beginning and the end of each Financial Year (or if he was not a Director at the beginning of a year, the details when be became a Director).

It is the duty of the Board of Directors of a company to ensure that all the requirements are met on a continuing basis so long as company remains on the official list of the Exchange.

In the event of any violation of the following continuing listing requirements of the Exchange, the companies shall pay to the Exchange fines prescribed below:

(e)

[4]Delays in submission of half yearly reports	$250 per day: *Maximum of $2,500*
[4]Delays in submission of Annual provisional Accounts	$250 per day: *Maximum of $2,500*
[4]Delays in submission and dispatching audited accounts	$250 per day: *Maximum of $2,500*
[2]Delays in payment of annual listing fees	$250 per day: *Maximum of $2,500*
[2]Delays in the registering of shares certificates with the SPSE	$250 per day: *Maximum of $2,500*
[4]Submission of agenda for AGM & Proxy Forms	$250 per day: *Maximum of $2,500*
[4]Failure to submit Market Announcement in an electronic format	$250 per day: *Maximum of $2,500*
[4]Delays in the payment of dividends	$250 per day: *Maximum of $2,500*

(f) Failure to lodge Annual Report within 4 months from the end of the financial year, all securities of the listed company will be suspended immediately and will remain suspended until the Annual Report is lodged and all fines paid.

(g) **[1]**A fine of $1,000 per day shall apply if the listed company fails to make market announcement on all the continuous disclosure requirements as required by the SPSE Listing Rules.

3.4 [3] All information required to be disclosed to the South Pacific Stock Exchange (SPSE) under section 3A of the SPSE Listing Rules by a listed company shall be submitted to the Exchange in the formats specified below in 3.4.1 and 3.4.2:

3.4.1 The information is to be provided on paper format on the letterhead of the listed company and shall be dated and signed by an authorised officer whose name and position shall be stated. This information is to:

(a) be delivered to the SPSE registered office: Level 2, Plaza 1, Provident Plaza, 33 Ellery Street, Suva, Fiji Islands, or

(b) be faxed to the SPSE registered office on number: +679 3304 145

3.4.2 A copy of this information is required to be provided in electronic form to the SPSE through:

(a) the delivery of an electronic data storage device such as a floppy disk or CD-ROM to the South Pacific Stock Exchange registered office: Level 2, Plaza 1, Provident Plaza, 33 Ellery Street, Suva, Fiji Islands, or

(b) electronically mailed to the SPSE at info@spse.com.fj

[1] Incorporated w.e.f 01/08/2004 [2] w.e.f 01/10/2004 ; second amendment w.e.f 01/04/2005
[3] w.e.f 01/12/2004 [4] w.e.f 01/ 04/2005

SECTION 3B - NEW ISSUES AND CALLS

(1) To supply to the Exchange in sufficient time for examination before being issued two copies of drafts of all circulars and other documents proposed to be sent to those entitled in relation to a new issue, a call or an expiry of options.

(2) To dispatch to the persons entitled within seven days (or such longer period as the Exchange may approve) after a books closing date, letters of offer, together with either,

(i) entitlement and acceptance forms; or
(ii) provisional letters of allotment on a "nil paid" basis.

With the approval of the Exchange companies need not dispatch documents relevant to an issue to shareholders with registered addresses outside Fiji. Such approval will be subject to compliance with Listing Requirement 3.E (3A).

Each entitlement and Acceptance Form, or each provisional Letter of Allotment shall be serially numbered and include

(a) name and address of shareholder;
(b) number of securities held;
(c) register on which the securities are held;
(d) number of securities comprising the entitlement;
(e) amount payable on acceptance of entitlement;
(f) address and telephone number to which enquiries may be directed.

The Letter of offer must set out clearly the following information:

(1) The latest available market sale price on a cum rights, cum priority or cum entitlement basis at the Exchange and date of such sale.
(2) The highest and lowest market sale price on the Exchange during the three months immediately preceding the last day of trading on a cum rights, cum priority or cum entitlement basis and the respective dates of those sales.
(3) The latest available market sale price on the Exchange immediately before the announcement to the Exchange that is intended to make the issue and date of such sale.
(4) Where applicable, a statement, prominently displayed, setting out the defined call programme, the liability in respect of future calls and the consequence of non payment thereof, and in the case of a Limited Liability company specifying that in the event of the company being wound up, in certain circumstances there may be a liability to contribute an amount not exceeding the amount, if any, unpaid on the shares by a person who has ceased to be a shareholder within one year of the commencement of the winding up.

(5) Whether or not the company intends to seek quotation for the securities the subject of the offer. (Refer also Listing Requirement 3.H. (22.)

(6) Whether an issue is underwritten and if not a statement setting out details as to how entitlements not taken up by shareholders will be dealt with. Where the issue is underwritten the name of the underwriter and the amount of the underwriting commission shall be disclosed.

(2A) The opening date of subscription lists for a new issue of securities (including loan securities offered to shareholders on a non-renounceable basis) shall be at least fourteen days after dispatch of letters of entitlement.

(3) When a company announces a new issue of shares, it shall at the time of the announcement also advise the intended dividend policy of the company on the increased capital following such issue and the date from which such shares will rank for dividends declared. This information shall also be included in the circulars and/or the documents issued to the persons entitled to the new issue of shares.

(3A) Where the Exchange has agreed to shareholders with registered addresses outside Fiji not been sent documents relevant to an issue pursuant to Listing Requirement 3.E. (2), an entitlement equivalent to the number which otherwise would be offered to those shareholders shall be offered to a nominee in Fiji who will arrange for the disposal of the entitlement thereto for the benefit of those shareholders.

(4) (a) In relation to any issue in which holders of securities are given a renounceable right to participate, to fix the closing date for the receipt of applications for and acceptances of the new securities not earlier than twenty-five days after the books' closing date.

(b) The closing date for receipt of applications for and acceptance of new securities shall not be extended unless notice of such extension has been given to the Exchange at least seven business days prior to the original application closing date unless otherwise agreed by the Exchange.

(5) To split promptly and without charge or endorse on request any Renunciation and Transfer Form as follows: -

"Renunciation No……..noted for …….on the …..Register."

(6) To accept markings carried out by the Exchange.

(7) (a) Where an issue of securities is subject to the approval of a resolution passed at a shareholders' general meeting, the books closing date, to determine those entitled to the issue, must be at least seven days after that meeting

(b) Where an issue of securities is subject to an increase in the authorized capital of the company, the books closing date, to determine those entitled to the issue, must be at least seven days after the meeting of shareholders approves that increase.

(8) To allow Members of an Exchange an extension of at least fourteen days to lodge documents after the final applications closing date an issue of securities and in respect of conversion of option securities and to advise the Exchange accordingly.

(8A) To allot securities and dispatch relevant scrip certificates within one month after –

(i) the final applications closing date for an issue of securities exchange excluding any shortfall from an underwritten issue;

(ii) the expiry date of any options which are exercised.

(9) When shareholders are offered a specific entitlement in a new issue of securities, or in a company about to be floated, such entitlement must be on a strict ratio basis with no restriction placed on the number of shares to be held before entitlements accrue.

(10) Once the basis of the entitlement is declared, the company is prohibited from making any subsequent alteration to such entitlement.

(11) The Company will not close its Register to determine shareholders' entitlement to participate in a new company about to be listed until ten business days after copies of the new company's prospectus has been lodged with the Exchange.

(12) Where an issue of shares is made concurrently with an issue of options to take up an issue of shares, the number of options issued should ……………………………

(13) To send notices to shareholders upon whom a call is made such notices to be sent at least 14 days before the due date for payment and to state:

(a) the name of the shareholder
(b) the number of shares held by him
(c) the amount of the call
(d) the due date for payment, and
(e) the consequences of non-payment of the call
(f) any taxation deductions applicable
(g) how taxation deductions if any, can be applied for

(h) (i) the latest available market sale price on the Exchange of the shares on which the call is being made before the date of issue of the call notice.

(ii) the highest and lowest sale price on the Exchange of the shares on which the call is being made during the three months immediately preceding the date of issue of the call notice and the respective dates of those sales, and

(iii) the latest available market sale price on the Exchange of the shares on which the call is being made immediately before the announcement to the Exchange that is intended to make a call.

Where a company has quoted shares of a higher paid up value than the paid up value of the shares on which the call is being made, the notice is also to include the information required by (h) above in respect of the shares having the highest paid up value.

The due date for the receipt of monies pursuant to a call shall not be extended unless notice of such extension has been given to the Exchange at least 14 days prior to the original due date for payment unless otherwise agreed by the Exchange.

(14) To send notices to option holders at least 14 days before the expiry of the options advising :

(a) the name of the option holder
(b) the number of options held by him
(c) the exercise price
(d) the due date for payment
(e) the consequences of non-payment
(f) any taxation deductions available
(g) how taxation deductions if any, can be applied for
(h) (i) the latest available market sale price on the Exchange before the date of the Notice, of the shares to which the options may be converted, and

(ii) the highest and lowest sale price on the Exchange for the three months preceding the date of the Notice and the respective dates of those sales for those to which the options may be converted.

(15) Not to make an issue at an issue price of less than 20 cents unless the proposed issue is the same class and paid-up value to the shares already quoted, without the prior sanction of the company in General Meeting. Any such issue shall be subject to the provisions of Listing Requirement S.A. (5)

Issues Under Subscribed – Noticed to be Given

(16) To advise the Exchange as soon as possible of any under-subscription from any issue which is not underwritten.

(17) Fiji Listed Companies Raising Capital Overseas.

Where an issue of securities is to be made overseas and is supported by a prospectus or other public document in English shall be lodged with the Exchange. The application form should no be supplied.

COMPANY RECONSTRUCTION

(1) Where a company proposes to reconstruct its capital in any way it shall: -

(a) Together with the Notice of Meeting to approve the reconstruction advise shareholders of the actual effect on: -

(i) the par and paid-up value of shares
(ii) the number of shares and options issued
(iii) the effect, if any, on the exercise price of any options on issue

(b) Consult with Exchange officials on the timetable involved in order that an orderly market be maintained.

(c) Recall all share certificates within one month of the effective date of reconstruction and issue new certificates in their stead on receipt of the old certificate (See Requirement 3.1) (16).

(d) Issue new certificates for any transfers with the old certificates attached, lodged as from the effective date of the Reconstruction.

(2) A company that has applied to the Court for approval of a scheme for reconstruction shall notify the Exchange-

(a) forthwith upon Court approval to a reconstruction having been granted; and

(b) separately at least 24 hours prior to the time of lodgement of the Court Order with the Registrar of Companies.

SUSPENSION

A (1) When a company has been suspended and the Exchange has made requisitions upon the company and the requisitions have not been answered to the satisfaction of the Exchange, the Exchange may advise the company that, if the requisitions are not met to the satisfaction of the Exchange within a further period of three months, the company may be de-listed.

(2) All notices, reports, accounts and other documents forwarded to the Exchange by a company whether provided in support of a listing application, in compliance with the listing requirements for the time being or otherwise shall become and remain the property of the Exchange which may, in its absolute discretion, copy any or all of such notices, reports, accounts or other documents and forward such copies to any other Stock Exchange or any other interested party at its absolute discretion.

B. DELISTING OF SHARES OF A LISTED COMPANY

"Upon listing a listed company shall enter into an undertaking with the Exchange which provides that the shares of such company:-

(a) shall remain on the official list at the pleasure of the Exchange;

(b) shall not be withdrawn from the official list without the prior approval of the Exchange.

(a) DELISTING BY THE STOCK EXCHANGE

The Stock Exchange shall have the right to remove such shares from the official list at any time for any reason, which the Exchange considers proper in its absolute discretion.

(b) REQUEST FOR DELISTING BY LISTED COMPANIES

(1) A company that desires to seek delisting of its shares from the official list of the Exchange shall, after informing all shareholders of the decision, forward their applications to the stock Exchange, stating clearly and in detail, together with any supporting evidence, the reasons for delisting.

Such application shall be accompanied by the following documents:

(a) An up-to-date list of shareholders together with their addresses and their shareholdings certified by the secretary or the company;
(b) Copies of the audited or certified accounts and balance sheet for the three years preceding such application.

(2) On immediate receipt of an application from a listed company seeking delisting, the exchange shall consider such application to delist and, after allowing the applicant company to be heard if it is deemed necessary, shall within twenty one (21) days, advise the applicant either that it is willing to consider approval of the application.

(3) Where the exchange has advised the applicant company that it is willing to consider granting approval, the company shall within fourteen (14) days advise its shareholders by letter and the public by notice published in the daily newspaper of its proposal to delist its shares from the official list of the Stock Exchange, with reasons, and invite all those who wish to object to such delisting to write to the exchange within twenty one (21) days stating the reasons for such objection.

(4) The Exchange shall examine all objections received and shall within twenty one (21) days determine whether approval shall be granted or not.

(5) Where approval for delisting is granted, such approval shall be subject to the following:-

(a) The applicant company shall obtain the approval of threefourth of its shareholders present in person or by proxy at an extraordinary general meeting convened to pass the special resolution to delist the shares of such company, provided there is a quorum and twenty one (21) days notice of the meeting has been given to all the shareholders; and

(b) Provided the resolution to delist the shares of such company is passed with the required majority, the Directors shall arrange for the purchase of the shareholdings of the shareholders, other than those who voted in favour of the resolution to delist, who wish to sell their shareholdings at a price to be determined by the exchange based normally on the price at which the shares of such company have been traded during the preceding three months, or where it is deemed necessary by the exchange to do so on the criteria commonly used to determine the market value of a share. Such shareholders shall give notice in writing to the company of their intention to sell their shares within three (3) weeks of the date on which the resolution to delist was passed.

(c) On the purchase at the determined price within a period of three (3) months of the final determination of a price or such extended period as may be allowed by the exchange, of all the shares of persons entitled to sell the shares and wish to do so at the determined price, the exchange shall remove such shares from the official list.

SECTION 4 - CERTIFICATES

The number of securities represented by the certificates must be clearly shown in words and figures on the face of the certificates or in such other manner as may be approved by the Exchange.

The certificates should be designed so that forgery and/or alterations are readily detectable.

Certificates shall show the following: -

A. Shares-

(1) The name of the company, and the authority under which it was incorporated

(2) The addresses of the registered office of the company.

(3) In the case of new issue shares, their dividend ranking unless they rank equally with existing shares.

(4) In the case of shares allotted to vendors, promoters or upon exercise of an option, the words “vendor shares” “promoter shares” or “option shares” until such time as the particular shares have granted official quotation.

(5) In the case of preference shares, the rate of dividend, whether cumulative or non-cumulative. If redeemable, the condition of redemption: If participating, the conditions of participation.

(6) The address of the register on which the securities are registered.

B. Share Options-

(1) The name of the company, and the authority under which it was incorporated

(2) The addresses of the registered office of the company, and of the register on which the securities are issued.

(3) The date and conditions upon which the options may be exercised, and the effect of such exercise.

(4) Whether or not any participating rights or entitlements are inherent in the options.

(5) Nominal value and class of shares subject to the option.

(6) Final expiry date in prominent print on face of certificate.

C. Loan Securities-

(1) The name of the company, and the authority under which it was incorporated.

(2) The addresses of the registered office of the company, and the register on which the loan securities are situate.

(3) The security, rate of interest and dates or payment, any participating rights, and the date and method of redemption.

(4) A statement of the limitation of liabilities imposed by the Trust Deed.

(5) A statement of the circumstances in which the issuing company or guarantor company may give or allow to subsist, securities ranking in priority to the loan securities, promoter for a reasonable period which cannot be exercised until twelve months have elapsed from date of issue or until the company makes a public issue may be approved.

(6) That where in special circumstances there has been significant departure from normal Accounting Standards set by the Fiji Institute of Accountants each such departure is required to be properly disclosed and explained in the published accounts or in the notes thereto, together with the reasons for the departure.

The financial effects of each such departure are required to be estimated and disclosed unless this would be impracticable or misleading in the context of a true and fair view. If the financial effects of significant departures are not disclosed, the reasons for such non-disclosure are required to be stated.

(7) That directors reports include where applicable a statement showing the contribution to profit of loss by each of the principal activities of the company and of its subsidiaries in addition to the statement giving the contribution of each subsidiary to the consolidated profit or loss.

(8) That a copy of the company's half yearly report should be forwarded to all shareholders as soon as practicable after its being made available to the Exchange.

SECTION 5 - TAKEOVERS

Where the directors of a listed company are having discussion with a company, person or group which may lead to an offer being made, it is important that everyone concerned does everything possible to maintain secrecy.

(1) Where a listed company receives a notice of intention to make a takeover offer whether such notice is in accordance with the Companies Act (or otherwise) the Directors' shall immediately forward 3 copies of the notice and of any accompanying statement to the Exchange.

(2) An offeree company shall send to all holders of other classes of shares and convertible notes in the company, whether or not such securities are covered by the takeover offer, a copy of all documents which it is required by law to send to the holders of the shares subject to the takeover offer.

(3) Where a takeover offer is conditional upon acceptance by holders of minimum number of shares being received or where an offeror extends the time for acceptance of a takeover, then-

  (a) at the time the offeror declares the offer, free from the condition of a minimum number of shares being received, or

  (b) when the time for acceptance is extended-
  the offer or shall simultaneously announce the percentage of shares subject to the takeover for which he has received acceptances.

(4) Where a takeover offer is made for the acquisition of not less than 90 per cent of a listed company's securities, upon the announcement by the offeror that acceptances have been received from the holders of at least 90 per cent of securities subject to the offer, official quotation of all such securities will be terminated.

The offeror company must also announce simultaneously;-

  (a) the percentage of acceptances received subject to the offer.

  (b) Whether it will proceed to compulsory acquisition of all outstanding shares.

(c) That where the consideration offered is wholly or in part by way of securities, it will apply for listing of such securities without delay, unless the offer document specifically states that application for listing will not be made.

(4A) Where a company makes an offer for all of the ordinary capital of listed company it must at the same time make a realistic offer for any quoted preference shares of the offeree company which offer may be conditional upon the offeror declaring its offer for the ordinary shares unconditional.

(5) Where an unlisted company person or group submits a takeover offer for the acquisition of 90 per cent or a lesser percentage of a listed company's securities, upon the announcement by the offeror that he has obtained sufficient acceptances and that he holds directly or indirectly more than 50 per cent of the offeree company's securities, official quotation of the offeree company's securities will either be terminated or suspended until the offeror discloses to the Exchange, his plans and intentions in regard to the offeree company and any other information that the Exchange considers necessary

(6) (a) If, in the opinion of the Exchange, a company which is on the official List has merged, amalgamated or formed an association with an unlisted company, person or group, and as a result the unlisted company, person or group has thereby acquired control of the listed company, the listed company shall, if so required, lodge with the Exchange all information and documents which would be required if the unlisted company were seeking admission to the Exchange's Official List.

(b) If, in the opinion of the Exchange, a company which is on the official list may, in consequence of a takeover scheme or otherwise, amalgamate or form an association with an unlisted company, person or group and as a result the unlisted company, person or group may acquire control of the listed company, the listed company shall-

(i) lodge with the Exchange all information and documents which would be required if the unlisted company were seeking admission to the Exchange's official list.

(ii) if the unlisted company, person or group intends to acquire any other company, business or assets, lodge with the Exchange all information and documents which would be required if that company, person or group were seeking admission to the Exchange's official list; and

(iii) if a takeover offer is being made to the holders of the shares in the listed company and if the Exchange so requires, forward to the members of the listed company the information referred to in paragraphs (I) and (ii) above.

When an offer is made to exchange or convert listed securities, the offeror must disclose whether or not application will be made for official quotation of the securities arising from the exchange or conversion.

(8) (a) A notice of intention shall incorporate a statement that the offer is to be made either: -

(i) to those holders of securities appearing on the register of members as at the date of the offer or a specified date, or

(iii) to those holders mentioned in paragraph (I) and any assignees thereof who become registered as the holders of such securities during the currency of the offer.

(b)

(i) An offer to acquire 100 per cent of the securities of the one class shall extend to those holders registered or to those persons entitled to be registered at the date of the offer and to any assignees thereof who become registered as holders of such securities during the currency of the offer.

(iv) An offer to acquire less than 100 per cent of the securities of the one class shall be made to those holders registered or to those persons entitled to be registered at a specified date or the date or the offer whichever is the later.

(8A) When the directors of the Offeree Corporation recommend to shareholders the acceptance or rejection of the takeover offer made, or to be made, by the offeror under the takeover scheme the directors shall set out with the Part B Statement the reasons for their recommendation including any material information relevant to their recommendation which has not previously been advised to shareholders.
Where the directors of the Offeree Corporation make a recommendation they shall indicate whether or not they have sought advice from an independent expert as to the adequacy of the consideration offered by the offeror and is such advice was sought the name of the advisor and a summary of the advice should be stated.

(9) Directors whose shareholdings, together with those of their families and trusts, effectively control a company, or shareholders in that position who are represented on the Board of a company, and who contemplate transferring control, should not other than in special circumstances, do so unless the buyer unconditionally undertakes to extend within a reasonable period of time a comparable offer in writing to the holders of the remaining equity share capital, whether such capital carriers voting rights or not. In such special circumstances the Exchange must be consulted, in advance and its consent obtained.

(10) For the purposes of this requirement:
'Offeror' includes any person acting in concert with the offeror.
'Person' Acting In Concert' includes individuals or corporations who co-operate to obtain a common objective in relation to a takeover co-operate to obtain a common objective in relation to takeover or merger transaction. 'Offer Period' means the period from the date that the announcement is made of a proposed offer (with or without terms) until the last day on which the offer remains open for acceptance.

(a) Where the consideration for the offer is either wholly in cash or one or more alternatives, one of which is wholly in cash, and the offeror purchases shares the subject of the offer on the market or elsewhere for cash during the offer period at a price higher than the offer price the offeror shall increase the cash offered to not less than the highest price paid during the offer period by the offeror.

(b) Where the consideration for the offer is –

(i) securities, or
(ii) securities and cash and the offeror purchases shares the subject of the offer on the market or elsewhere for cash during the offer period the offeror shall make a new offer and the consideration shall be

(i) wholly in cash, or
(ii) any consideration accompanied by a cash alternative.

The amount of cash offered must be not less than the highest price paid by the offeror during the offer, period.

(c) Where the consideration for the offer is either wholly in cash or one or more alternatives, one of which is wholly in cash, and the offeror purchases for cash on the market or elsewhere during the offer period and within three months prior to its commencement in excess of 10% of the class of shares subject to the offer and any of the shares so purchased is at a price higher than the offer price the offeror shall increase the cash offered to not less than the highest price paid during that period by the offeror.

(d) Where the consideration for the offer is –

(i) securities, or
(ii) securities and cash

and the offeror purchases shares the subject of the offer for cash on the market or elsewhere during the offer period and within three months prior to its commencement in excess of 10% of the class of shares subject to the offer the offeror shall make a new offer at a value not less than the highest price paid by the offeror during that period for shares of the class the subject of the offer and the consideration shall be –

(i) wholly in cash, or
(ii) any consideration accompanied by a cash alternative.

The amount of cash offered must be not less than the highest price paid by the offeror during that period.

(e) The offeror shall not enter into arrangements to deal or make purchases or sales of shares of the offeree corporation either during an offer or when one is reasonably in contemplation, if such arrangements to deal, purchase or sell have attached thereto special favourable conditions which are not extended to all shareholders.

(f) Where during the offer period the offeree corporation declares a dividend, the cash offered or the cash alternative to be offered shall be deemed for the purposes of this Requirement to be adjusted, during the period the shares the subject of the offer are quoted cum dividend, by an amount equal to the amount of the dividend.

In any other case (for example, bonus issues, rights issues, share splits and consolidations) where the offeror considers that the highest price should not apply in a particular case, the offeror shall first obtain the consent of the Exchange to any other price.

(g) Where as a result of the provisions of this Listing Requirement an offeror is required to vary an offer or make a new offer-

(i) The varied or new offer must be unconditional if the offeror at the time of making the new or varied offer is beneficially entitled to in excess of 50% of the class of shares the subject of the offer; or

(ii) If at the time of the making of the new or varied offer the offeror is not beneficially entitled to in excess of 50% of the class of shares the subject of the offer the new or varied offer shall contain a condition that the new or varied offer will become unconditional when the offeror is beneficially entitled to in excess of 50% of the class of shares the subject of the offer or when the offeror receives acceptances for shares which together with the shares he is beneficially entitled to would enable him to become beneficially entitled to in excess of 50% of the class of shares the subject of the offer; and

(iii) The offeror shall notify shareholders in the offeree corporation as soon as practicable in writing of the variation in the offer and the varied offer must remain open for not less than 14 days from the date of despatch of the notification.

(N.B) An unlisted offeror contravening this requirement may have the facilities of the market withdrawn from it.

(11) For the purpose of this and the next succeeding requirement "Offer Period" and "Person Acting In Concert" have the same meaning as in requirement 5.(10).

(a) The Part 'A' Statement must state as at the date thereof and the formal offer document must state as at the date of the Part 'A' Statement: offeror corporation in which the directors of the

(i) The shareholding of the offeror in the offeree corporation.

(ii) Where the consideration for the offer is wholly or in part a share exchange, the shareholdings in the offeror corporation or any person acting in concert with the offeror, have a beneficial interest.

(iii) The shareholdings in the offeree corporation in which the directors of the offeror corporation or any person acting in concert with the offeror have a beneficial interest.

(b) The document of the offeree corporation advising its shareholders of an offer (whether recommending acceptance or rejection of the offer) must state as at the date of the Part "B" Statement:

(i) The shareholdings of the offeree corporation in the Offeror Corporation

(iii) The shareholdings in the offeree corporation and in the offeror corporation in which directors of the offeree corporation have a beneficial interest

(iv) the shareholdings in the offeree corporation which any person acting in concert with the offeree corporation owns or controls.

(v) Whether the directors of the offeree corporation and any person acting in concert with them intend in respect of their own beneficial shareholdings, or accept or reject the offer.

(c) If in any of the above categories there are no shareholdings then this fact shall be stated.

N.B. Reference in this requirement to shareholdings includes, where appropriate, holders of securities convertible into equity share capital.

(12) (a) If any party referred to in 5. (11) above has dealt in the shares in the offeree and/or offeree corporations during the period commencing three months prior to the announcement of the offer and ending as at the date of the Part “A” Statement the details of the transactions, including dates and prices, must be stated in the offer document.. If no such deals have been made this fact should be stated.

Note: The word ‘announcement’ means the date of the first announcement of a proposed or possible offer made by either the proposed offeror or proposed offeree, and/or any person acting in concert with either of them.

(c) All parties to takeover or merger transactions and person acting in concert with them are free to deal in arm’s length without discrimination between sellers subject to daily disclosure to the Exchange (not late than 10 a.m. on the business day following the date of the relevant transaction) of the total of all shares of any offeror or the offeree corporation purchased or sold by them or person acting in concern with them for their own account on any day during the offer period in the market or otherwise and at what prices.

(13) All documents that are issued to shareholders of the offeree corporation pursuant to any takeover offer by either the offeror or offeree corporation must be sent to all overseas shareholders by airmail.
For the purposes of this Requirement “documents” are deemed to include all documents that are required by law to be sent to shareholders, circulars, recommendations of directors, certificates for securities issued and cheques or other consideration issued as consideration for the purchase of shares in the offeree corporation acquired pursuant to the takeover offer.

(14) Where a listed company during a takeover or merger makes a public announcement or sends a written communication to its shareholders stating that the value of its assets differs from the amount at which they are shown in its books it shall on the date on which the announcement is made or the communication is sent to the Exchange –

(i) a statement signed by a person (not being an officer of the company) who is qualified to value those assets specifying the amount that in his opinion is the value of the assets and setting the basis of that opinion; or

(v) a statement signed by at least two directors specifying the amount that in the opinion of the Board is the value of those assets and stating the basis of that opinion.

When such revaluation of an asset is announced and the revaluation is in excess of its cost price and a liability for income tax would arise if the asset were disposed of at a price equal to the amount at which it was revalued then the statement lodged with the Exchange should indicate the provision for deferred income tax, if any, that would be necessary if the asset were disposed off.

(15) To allot securities and dispatch the relevant scrip certificates within one month after the closing date of a takeover offer where the consideration for the transfer of the securities the subject of the offer comprises or includes the allotment, issue or transfer of any securities by the offeror.

SECTION 6 - SPSE LISTING FEES

1. INITIAL FEES

(a) Application by company for listing on the South Pacific Stock Exchange $5,000

(b) where a company is on the official list of the Exchange and that company is to be removed from the official list as the result of a merger, amalgamation or reconstruction the initial listing fee payable by the new company incorporated by reason of that merger amalgamation or reconstruction shall be. $2,000

2. SUSEQUENT FEES

Fees for quotation of additional securities or for a further issue of a class of security which is already quoted $2,000

3. ANNUAL FEES

All companies whose share are quoted on the official list by the Exchange shall pay an annual fee to the Exchange not later than 31st July in each year based on the ordinary issued capital as at 31st January immediately preceding as at such dates as the Exchange shall determine from time to time.

Up to $200,000	$ 2,000
$200,000 to $500,000	$ 3,000
$0.5M to $10M	$ 5,000
$10M to $20M	$ 8,000
$20M to $50M	$ 10,000
$50M to $100M	$ 15,000
$100M to $300M	$ 20,000
$300M to $500M	$ 25,000
Over $500M	$ 30,000

SECTION 7 - GENERAL

The Exchange requires companies with the following:

(1) That where any shareholder has a right to maintain a fixed proportion of shares in a company, the company should advise all other shareholders by circular subsequent to any issue of shares other than an issue to all shareholders of that class, whether or not such shareholder has exercised his existing right to acquire further shares and if not, whether his right continues in existence.

(2) That new issues for cash should be offered to existing shareholders pro rata to the number of shares or class of shared held.

(3) That companies should issue to their shareholders reports of the proceedings at their general meetings.

(4) That published accounts should include a note setting out a schedule of the net trading results and provisions for depreciation and taxation and final net profit of each subsidiary.

(5) The Exchange is opposed to the issue of convertible loan securities or the granting of options over unissued shares in favour of an underwriter, broker, vendor or promoter of a company's **Official Listing**. However, convertible loan securities or share options held by a vendor or

(6) That in special circumstances there has been significant departure from normal Accounting Standards set by the Fiji Institute of Accountants each such departure is required to be properly disclosed and explained in the published accounts or in the notes thereto, together with the reasons for the departure.

   (1) The financial effects of each departure are required to be estimated and disclosed, unless this would be impracticable or misleading in the context of a true and fair view. If the financial effects of significant departures are not disclosed, the reasons for such non disclosure are required to be stated.

(7) That director's reports include where applicable a statement showing the contribution to profit or loss by each of the principal activities of the Company and of its subsidiaries in addition to the statement giving the contribution of each subsidiary to the Consolidated Profit & Loss.

(8) That a copy of the company's half yearly report should be forwarded to all shareholders as soon as practicable after it being made available to the Exchange.

APPENDIX 1

Undertaking by Company in support of its application for Admission to the Official List of the South Pacific Stock Exchange.

To: South Pacific Stock Exchange
Suva

We……………….(“The ……………………………………Company Of…………………., in consideration of the South Pacific Stock Exchange (“The Exchange”) granting the Company’s application for admission to the Official List of the Exchange (‘the Official List”) and for official quotation of the securities described in the Company’s Form of Application, HEREBY ACKNOWLEDGE that the Company shall remain on the Official List, and Official Quotation of any of the Company’s securities shall be continued only during the pleasure of the Exchange and HEREBY AGREE AND UNDERTAKE to comply with the listing requirements of the Exchange and be bound by the Rules of the Exchange which shall be in force from time to time in so far as the same apply to the Company.

We further undertaken that the securities of the company shall not be withdrawn from the official list without prior approval of the Exchange.

Given under the common seal of the Company

Dated this ……………………….day of………………..20

APPENDIX 2

AFFIDAVIT OF COMPLIANCE

(Original Issues)

We…………………………………………and……………………………………… a Director and the Secretary respectively of …………………………………..Limited (hereinafter called "the Company") do solemnly and sincerely declare/make oath and state as follows:-

1. That all documents required by the Companies Act to be filed with the Registrar of Companies in respect of the Company have been duly filed and that compliance has been made with all other legal requirements in connection with the formation of the Company and the issue/offer of any of its Shares, Debenture Stock or other securities.

2. That……………shares of $s s…………..each Nos ………………..to………………..(inclusive)………..shares of $…………each Nos ……………..to………………..(inclusive) $…………….. Debenture Stock/Debenture Notes Nos……….to …………………………..(inclusive) have been subscribed/purchased for cash and duly allotted/transferred to the Subscribers/Purchasers (and that the said Shares have been converted into $…………….. Stock).

3. That the issue/offer price was as follows (and all money due to the Company in respect thereof has been received by it (Here give details of shares/debenture stock/debenture notes comprised in the issue, namely number, class nominal amount, issue/offer price and, and in the case of debenture stock/debentures/notes, state with whether secured or not).

4. That …………..shares of $……………each Nos…………to………inclusive……………….shares of $…….each Stock/Debentures/Notes Nos………to………………(Inclusive) have been issued credited as fully paid by way of conversion/exchange/consideration for property acquired/other consideration not being cash and have been duly allotted/transferred to the persons entitled thereto (and that the said shares have subsequently been converted into $……………..Stock).

5. That the share/Stock Certificates/Debenture Stock Certificates/Debenture /Notes have been/are ready to be delivered.

6. That completion has been taken place of the purchase by the Company of all property shown in any prospectus, Statement or Circular to Members to have been purchased or agreed to be purchased by it and that the purchase consideration for all such property has been duly satisfied.

7. That the mortgage/trust deed/deed poll relating to any debentures/debenture stock/notes issued by the Company has been duly executed, completed and tendered for registration as required by law, and that the Stock Exchange will be notified upon due registration having been affected. Also that a copy thereof has (if so required by the Companies Act) been file with the Register of Companies and a further copy has been lodged with the Stock Exchange.

8. That all the Shares/Debentures/Debenture Stock/Notes of each class of which quotation exists are in all respects identical.

9. That there is no other fact bearing on the Company's application for quotation which, in our opinion, should be disclosed to South Pacific Stock Exchange.

Sworn/declared at………………………………………..this………………………Day of………………………………….20…………………before me.

…………………………………
Commissioner for Oaths

- ❖ to be adapted as necessary to meet the facts and circumstances of each particular case.

APPENDIX 3

AFFIDAVIT OF COMPLIANCE

(Further Issues)

We……………………………………………..and ……………………………………….
a Director and Secretary respectively of
………………………………………
Limited (hereinafter called "The Company") do solemnly and sincerely declare/make oath and state as follows:

1. That all documents required by the Companies Act to be filed with the Registrar of Companies in respect of the Company have been duly filed and that compliance has been made with all other legal requirements in connection with the formation of the Company and the issue/offer of any of its Shares, Debenture Stock or other securities.

2. That…………………shares of $s ………….each Nos……………….(inclusive)…………………….shares of $……………………each Nos……………(Inclusive) $……………………..Debenture Stock/Debentures/Notes Nos…………..to……………….(inclusive) have been Subscribed/purchased for cash and duly Allotted/transferred to the Subscribers/Purchasers (and that the said Shares have been converted into 1 $……..stock).

3. That the issue/offer price was as follows (and all money due to the Company in respect thereof has been received by it):- (Here give details of shares/debenture stock/debenture notes comprised in the issue, namely, class, nominal amount, issue/offer price and. and in the case of debenture stock/debentures/notes, state with whether secured or not).

4. That…………….shares of $…………….each Nos…………to……………..inclusive……..shares of $………………. Nos…………to…………..(inclusive) $ $………………. Debenture Stock/Debentures/Notes/Nos …………………..to…………….(inclusive) been issued credited as fully paid by way of conversion/exchange/consideration for property acquired/other consideration not being cash and have been duly allotted/transferred to the persons entitled thereto (and that the said shares have subsequently been converted into $………………..Stock)

5. That the Share/Stock Certificates/Debenture Stock Certificates/Debentures/Notes have been/are ready to be delivered.

6. That completion has taken place of the purchase by the Company of all property shown in any Prospectus, Statement or Circular to Members to have purchased or agreed to be purchased by it and that the purchase consideration for all such property has been duly satisfied.

7. That the mortgage/trust deed/deed poll relating to any debentures/debenture stock/notes issued by the Company has been duly executed, completed and tendered for registration as required by law, and that the Stock Exchange will be notified upon due registration having been effected. Also that a copy thereof has (if so required by the Companies Act) been filed with the Registrar of Companies and a further copy has been lodged with the Stock Exchange.

8. That all further Shares/Debentures/Debenture Stock/Notes of each class for which quotation has been granted are in all respects identical with those that were already quoted.

9. That there is no other fact bearing on the Company's application for quotation which, in our opinion, should be disclosed to South Pacific Stock Exchange .

Sworn/declared at ……………….this………………Day
of …………………20…………..before me.

…………………………………
Commissioner of Oaths

- ❖ to be adapted as necessary to meet the facts and circumstances of each particular case.

APPENDIX 4

A B C LIMITED

SUMMARISED PROFIT & LOSS ACCOUNT FOR
THE SIX MONTHS/YEAR ENDED……..

	6 Months/Year	Previous 6 Months/Year
Turnover		
Trading Profit		
Other Income		
Profit before Taxation		
Provision for Taxation		
Profit after Taxation		
Extraordinary items		
Profit after Extra-ordinary items		
Unappropriated Profits		
APPROPRIATION		
Transfer to Reserves		
Interim Dividend		
Proposed Final Dividend		
Balance c/f		

The above figures are provisional and subject to audit

Name……………………….
Director

Name……………………
Secretary

APPENDIX 5

A B C LIMITED

SUMMARISED BALANCE SHEET AS AT ……………………………

	6 Months/Y	Previous 6 Months/Year
Issued Share Capital	……………….	……………….
Capital Reserves	……………….	……………….
Revenue Reserves	……………….	……………….
Total Share Capital	………………..	……………….
& Reserves	………………..	………………..
Represented by		
Fixed Assets	………………..	…………………
Investments	………………..	…………………
Net Current Assets/ (Liabilities)	…………………	…………………..

The above figures are provisional and subject to audit:

………………………….Name
Director

………………………….Name
Secretary

APPENDIX 6

FINES	
[4]**Delays in submission of half yearly reports**	**$250 per day:** ***Maximum of $2,500***
[4]**Delays in submission of Annual provisional Accounts**	**$250 per day:** ***Maximum of $2,500***
[4]**Delays in submission and dispatching audited accounts**	**$250 per day:** ***Maximum of $2,500***
[2]**Delays in payment of annual listing fees**	**$250 per day:** ***Maximum of $2,500***
[2]**Delays in the registering of shares certificates with the SPSE**	**$250 per day:** ***Maximum of $2,500***
[4]**Submission of agenda for AGM & Proxy Forms**	**$250 per day:** ***Maximum of $2,500***
[4]**Failure to submit Market Announcement in an electronic format**	**$250 per day:** ***Maximum of $2,500***
[4]**Delays in the payment of dividends**	**$250 per day:** ***Maximum of $2,500***

* "Day" means a working day. [2] w.e.f 01/10/ 2004; second amendment w.e.f 01/04/2005

[4] w.e.f 01/04/ 2005

SPSE LISTING FEES	
Application for listing	**$5,000**
Removal from official list	**$2,000**
Quotation of additional securities	**$2,000**
Annual fees based on Ordinary Issued Capital	
Under $200,000	**$2,000**
$200,000 to $500,000	**$3,000**
$0.5M to $10M	**$5,000**
$10M to $20M	**$8,000**

$20M to $50M	**$10,000**
$50M to $100M	**$15,000**
$100M to $300M	**$20,000**
$300M to $500M	**$25,000**
Over $500M	**$30,000**