

IRREVOCABLE UNDERTAKING

From: Philip Kenny
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("Kopane")

20 July 2010

Proposed offer for Kopane Diamond Development PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;
 - (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of

Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will, immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);

- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
 - (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:

- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to 20 August 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by 3 September 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.


.....

Philip Kenny

In the presence of:

Signature of witness:



Name of witness:

VIRGINIA RAYSE

Address of witness:

64 BATH ROAD, BANBURY, OX16 0TC

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

Philip Kenny
25 Gerard Road
London
SW13 9RQ

538,806

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Share Scheme	Number of Firestone Shares under [award]	Date of grant	Exercise Price per Share (pence)	Exercise period
Performance Option Scheme	350,000	30/01/2004	£0.41	30/01/2014
Total 350,000				

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: William Douglas Baxter
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 July 2010

Proposed offer for Kopane Diamond Developments PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;
 - (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will,

Immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);

- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
 - (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:

- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to 20 August 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by 3rd SEPTEMBER 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

..... *W Baxter on behalf of Doug Baxter*

William Douglas Baxter

In the presence of:

Signature of witness: *W. Blake*
 Name of witness: *VIRGINIA BLAKE*
 Address of witness: *64 BAZZ ROAD, BANBURY OX16 0TR*

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members *No. of Ordinary Shares*

William Douglas-Baxter and Mrs Douglas-Baxter 6,000
Rosbeigh, Bullinamona, Waterford, Ireland

William Douglas-Baxter 10,000
Rosbeigh, Bullinamona, Waterford, Ireland

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members *No. of Ordinary Shares*

Davy Crest Nominees 0087277ACCT 6,000
Davy House
49 Dawson Street
DUBLIN 2
Ireland

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Scheme	Share	Number of Firestone Shares under option	Date of grant	Exercise Price per Share (pence)	Exercise period
N/A		N/A	N/A	N/A	N/A
Total N/A					

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: Hugh Jenner-Clarke
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 July 2010

Proposed offer for Kopane Diamond Developments PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;
 - (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will,

immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);

- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
 - (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:

- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to 20 August 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by 3 SEPTEMBER 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

HJC on behalf of Hugh Jenner-Clarke

Hugh Jenner-Clarke

In the presence of:

Signature of witness: *Wlays*

Name of witness: VIRGINIA FLAYER

Address of witness: 64 BATH ROAD, BANBURY OX16 0TR

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

Hugh Jenner-Clarke
9 Belair Drive
Constantia
South Africa

586,057

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Share Scheme	Number of Firestone Shares under option [award]	Date of grant	Exercise Price per Share (pence)	Exercise period
Performance Option Scheme	350,000	30/01/2004	£0.41	30/01/2014
Total 350,000				

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: James Kenny
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 July 2010

Proposed offer for Kopane Diamond Developments PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;
 - (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will,

Immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);


- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
 - (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:


- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to 20 August 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by 3 SEPTEMBER 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

.....  on behalf of James Kenny

James Kenny

In the presence of:

Signature of witness: 
 Name of witness: VESNIA RAYER
 Address of witness: 64 BATH ROAD, BANBURY OX16 0TE

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

James Kenny
17 Palmerston Gardens
Rathmines
Dublin
Ireland

157,023

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Share Scheme	Number of Firestone Shares under option [award]	Date of grant	Exercise Price per Share (pence)	Exercise period
Performance Option Scheme	200,000	30/01/2004	£0.41	30/01/2014
Total 200,000				

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: Michael Hampton
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 July 2010

Proposed offer for Kopane Diamond Developments PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;
 - (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will,

immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);

- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
 - (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:

- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on **23 July** 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to **20 August** 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by **3 SEPTEMBER** 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

Placed on behalf of Michael Hampton

Michael Hampton

In the presence of:

Signature of witness: *Ways*

Name of witness: *VERONICA PLAYE*

Address of witness: *64 BATH ROAD, BANBURY OX16 0R*

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

Canaccord Wealth Management

83,837

Religare
Pershing Securities
London
E14 2BH

106,875

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Share Scheme	Number of Firestone Shares under option [award]	Date of grant	Exercise Price per Share (pence)	Exercise period
Performance Option Scheme	110,000	30/01/2004	£0.41	30/01/2014
Total 110,000				

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: James F Kenny
To: Firestone Diamonds plc (the "**Company**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 July 2010

Proposed offer for Kopane Diamond Developments PLC

1. I understand that:
 - (a) the Company intends to acquire all the ordinary shares of one penny each in the capital of Kopane Diamond Developments PLC (the "**Target**"), other than those owned by the Company or any of its subsidiaries at the time of posting the Scheme Document or Offer Document (as appropriate and as defined below), by way of a court-sanctioned scheme of arrangement between the Target and its shareholders under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") or, if, with the prior consent of the Target (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), the Company elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
 - (b) the Acquisition will be on the terms and conditions to be set out in a press announcement of the Acquisition (the "**Press Announcement**") substantially in the form of the draft Press Announcement in Schedule 2, together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies (the "**AIM Rules**") and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition is conditional, inter alia, upon the passing of certain resolutions to be proposed at the Firestone General Meeting (as defined in the Press Announcement).
2. Subject to the release of the Press Announcement, I undertake, agree, represent and warrant to and with the Company and Kopane in the following terms:
 - (a) I am (and shall remain until the date on which the Scheme becomes effective in accordance with its terms) the registered holder and beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of the Company as specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Company issued after the date hereof which are attributable to or derived from such Shares);
 - (b) I or the registered holder of the Shares, as the case may be, hold the Shares free from all liens, charges and encumbrances and any third party rights of any nature whatsoever;
 - (c) I am able and have all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;

- (d) I am also beneficially entitled to the option(s) and/or award(s) granted under the Option Schemes over the number of Ordinary Shares specified in Part 2 of Schedule 1 (the "**Option Shares**"). In relation to the Option Shares, I will, immediately upon the acquisition of any Option Shares, take the actions set out in paragraph 2(f) or 2(g) (as appropriate) in relation to those Option Shares (on acquisition, those Option Shares shall be treated as Shares for the purposes of this undertaking);
- (e) I confirm that I am not interested in any shares or other securities of the Company other than those of which details are set out in Schedule 1;
- (f) I shall or, where applicable, shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase the authorised share capital, grant to the directors of the Company authority to allot new ordinary shares in the Company together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document and/or Circular (as defined below) (the "**Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by the Company in connection with the Acquisition and the Resolution;
- (g) I shall or, where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular and/or the admission document to be sent to shareholders of the Company containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Circular**" or "**Admission Document**" (as applicable)) (and without prejudice to any right to attend and vote in person at the Firestone General Meeting), return the signed forms of proxy enclosed with the Circular and/or Admission Document (completed and signed and voting in favour of the Resolution) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- (h) I shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(f) and 2(g) above;
- (i) I will not (and I will procure that the registered holder of the Shares will not) prior to the admission of the Enlarged Group to trading on AIM or my obligations lapsing in accordance with paragraph 3(b) below:
- (i) sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, charge, pledge of or the granting of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares; or
 - (ii) accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) withdraw the undertakings referred to in paragraphs 2(f) and 2(g) (as appropriate) above in respect of any of the Shares; or
 - (iv) acquire any further interest in any shares or other securities in the Company other than pursuant to the Option Schemes;
- (j) the Press Announcement may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking may be referred to in the scheme document issued by the Target or offer document issued by the Company (as


applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);

- (k) the Circular and/or Admission Document and/or prospectus (or prospectus equivalent document) issued by the Company in connection with the Acquisition may incorporate a reference to me substantially in the terms set out in the attached draft Press Announcement;
- (l) to the extent that any of the Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (m) as security for my obligations hereunder, I hereby irrevocably:
 - (i) appoint any director of the Company as my attorney with full power and authority to sign or otherwise execute such form of proxy and to do such other acts and things on my behalf as may be necessary in order to comply with my obligations in this letter; and
 - (ii) undertake to ratify such documents, acts and things and indemnify my attorney in full in respect of any such document, act or thing;
- (n) I have full power and authority to give and perform the representations, warranties and undertakings contained in this letter and such representations, warranties and undertakings constitute valid and binding obligations on me in accordance with their terms and entering into and performance by me of such representations, warranties and/or undertakings contained in this letter will not conflict with or result in a breach of any law, regulation or any judgement, ruling or decree of any court or agency binding on me;
- (o) I understand (and confirm that the registered holder of the Shares has understood) that the information provided to me and/or the registered holder of the Shares in relation to the Acquisition is given in confidence and must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before that time, I will not (and confirm that the registered holder of the Shares will not) base any behaviour in relation to the securities of the Target or the Company or any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 ("FSMA")), which would amount to market abuse for the purposes of FSMA, on such information. To the extent any of such information constitutes inside information for the purposes of the Criminal Justice Act 1993, as amended, and/or FSMA, I shall comply, and shall procure that the registered holder complies, with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

3. The following additional provisions apply to this undertaking:


- (a) subject to paragraph (b) below, the undertakings given by me in this undertaking are irrevocable;
- (b) all obligations under this undertaking will lapse if:
 - (i) the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
 - (ii) an Admission Document and/or Circular is not issued prior to 20 August 2010 (or such other date as the Company and the Target may agree);
 - (iii) the Firestone General Meeting at which the Resolutions will be proposed is not held by 3 SEPTEMBER 2010 (or such other date as the Company and the Target may agree).

- (c) I acknowledge that nothing in this undertaking obliges the Company to despatch the Circular or Admission Document (as appropriate) if it is not required to do so under the AIM Rules or the Companies Act 2006;
- (d) I acknowledge that damages alone would not be an adequate remedy for breach of this undertaking and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (e) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (f) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Company if he were a director of the Company;
- (g) in this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of the Company, whether voluntary or mandatory;
- (h) this undertaking shall bind my estate and personal representatives except in relation to those obligations which relate to my position as a director of the Company;
- (i) except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement;
- (j) except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999;
- (k) this undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law; and
- (l) I submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

..... 

James F Kenny

In the presence of:

Signature of witness: 

Name of witness: VIRGINIA FLAXER

Address of witness: 64 BATH ROAD, BANBURY OX16 0TR

SCHEDULE 1

PART 1

THE SHARES

1. REGISTERED IN NAME OF PERSON GIVING THE UNDERTAKING

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

James F. Kenny
4 Temple Road
Dublin
Ireland

505,765

2. BENEFICIALLY OWNED BY PERSON GIVING THE UNDERTAKING BUT REGISTERED IN THE NAME OF A NOMINEE IF APPLICABLE

Exact name(s) and address(es) of registered holders as appearing on the register of members

No. of Ordinary Shares

PART 2

THE OPTIONS/AWARDS GRANTED UNDER THE SHARE SCHEMES

Firestone Share Scheme	Number of Firestone Shares under option [award]	Date of grant	Exercise Price per Share (pence)	Exercise period
Performance Option Scheme	350,000	30/01/2004	£0.41	30/01/2014
Total 350,000				

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT