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AGREEMENT

entered into between

FIRESTONE DIAMONDS LIMITED (OR ITS NOMINEE)

(a company incorporated in the British Virgin Islands)

("the Purchaser")

and

H GIBBONS

(Passport Number: ZE060423)

W GIBBONS

(Identity Number: 865527617)

(collectively "the Sellers")

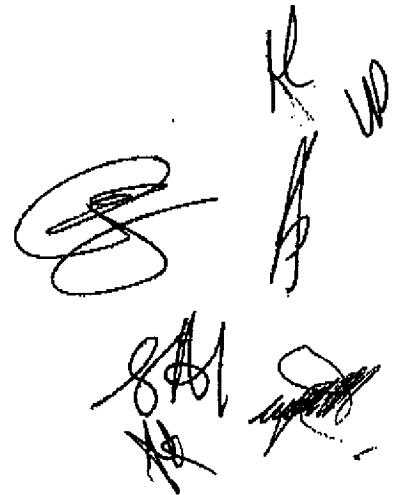


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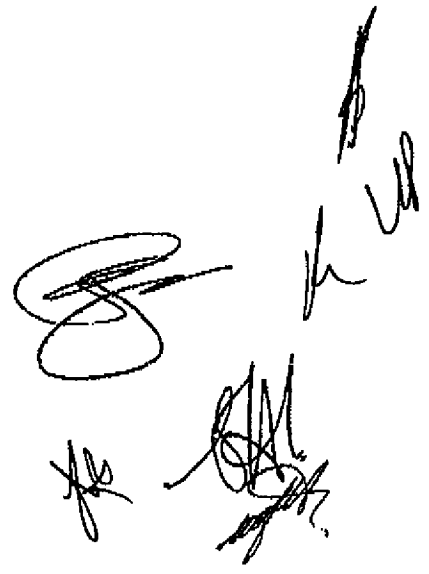
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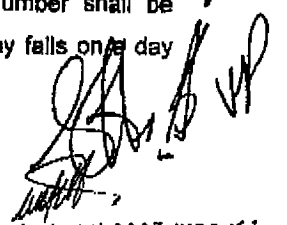
1. **INTERPRETATION**

1.1. In this Agreement, unless the context otherwise indicates:

- 1.1.1. "Agreement" means this agreement and all schedules hereto;
- 1.1.2. "Business Day" means any day other than a Saturday, Sunday or public holiday officially recognised as such in Botswana;
- 1.1.3. "Claims" means all of the Sellers' claims against the Company as at the Effective Date, howsoever and whensoever arising (if any);
- 1.1.4. "Company" means Kenrod Engineering Services (Proprietary) Limited, a company incorporated in accordance with the laws of Botswana with its registered address at Plot 2709 Phala Crescent, Gaborone, Botswana, Fax No. +267 2440142;
- 1.1.5. "Earn In Agreement" means the agreement entered into or about to be entered into between the Purchaser, Southern Era and the Company, pursuant where to the Purchaser acquires certain shares in the capital of the Company in return for the Purchaser undertaking certain exploration and related services in respect of the prospecting site and mining operations of the Company;
- 1.1.6. "Effective Date" means the first Business Day of the calendar month immediately following the fulfilment (or waiver, if applicable) of the suspensive conditions specified in clause 3 below;
- 1.1.7. "H Gibbons" means H Gibbons (Passport Number: ZE060423) of Plot 128, Unit 6, Kagle Court, Gaborone, Botswana;
- 1.1.8. "Joint Venture Agreement" means the Joint Venture "Earn In" Agreement entered into between the Sellers, Southern Era and one other dated 9 March 2007;
- 1.1.9. "Parties" means the Sellers and the Purchaser;
- 1.1.10. "Purchaser" means Firestone Diamonds Limited, a company incorporated under the laws of the British Virgin Islands, with its registered office at P O Box 3161, Road Town, Tortola, British Virgin Islands and with its address for service of notice at 9th Floor Metropolitan Centre, 7 Coen Steytler Avenue, Cape Town 8001, South Africa;

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- 1.1.11. "Sellers" means, collectively:
- 1.1.11.1. H Gibbons; and
- 1.1.11.2. W Gibbons;
- 1.1.12. "Shares" means all of the Sellers' shares in the capital of the Company, as more fully described in clause 4 below;
- 1.1.13. "Signature Date" means the date on which the last Party signing this Agreement does so;
- 1.1.14. "Southern Era" means Southern Era International Limited, a company registered in accordance with the laws of the Cayman Islands under Registry Number 91353, of care of Aston Corporate Managers, P O Box 1981, GT, Grand Cayman Islands;
- 1.1.15. "Subject Matter" means collectively the Shares and the Claims;
- 1.1.16. "W Gibbons" means W Gibbons (Identity Number: 885527617) of Plot 128, Unit 6, Kagie Court, Gaborone, Botswana.
- 1.2. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.3. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. This Agreement shall be binding on and enforceable by the trustees, permitted assigns, liquidators or other legal successors of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such party's trustees, permitted assigns, liquidators or other legal successors, as the case may be.
- 1.5. Full effect shall be given to any substantive provision conferring rights and obligations upon the Parties and contained in this clause 1 or clause 2 provided that if any provision in clause 2 conflicts with any other provision of this Agreement, such other provision shall prevail and be carried into effect.
- 1.6. Whenever a number of days is prescribed in this Agreement, such number shall be calculated excluding the first and including the last day, unless the last day falls on a day



which is not a Business Day, in which event the last day shall be the next day which is a Business Day.

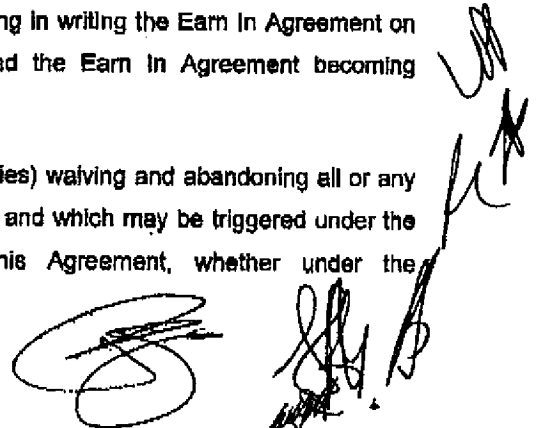
- 1.7. Whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date which is a Business Day.
- 1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.9. The terms defined in this Agreement shall bear the same meanings in annexed schedules which do not contain definitions.
- 1.10. This Agreement includes all annexed schedules which are an integral part of this Agreement.

2. INTRODUCTION

- 2.1. The Sellers are the registered and beneficial owners of the Subject Matter.
- 2.2. The Sellers have agreed to sell the Shares and cede the Claims to the Purchaser, with effect from the Effective Date, and the Purchaser has agreed to purchase the Shares and accept cession of the Claims, on the basis set forth in this Agreement.
- 2.3. The Parties wish to record their agreement relating to the said purchase and sale and matters incidental thereto.

3. SUSPENSIVE CONDITIONS

- 3.1. Save for clauses 1, 2, this clause 3 and clauses 8 to 15 below, inclusive, which are of immediate and lasting effect, this Agreement is entirely conditional upon:
 - 3.1.1. the parties thereto finalising and recording in writing the Earn In Agreement on terms acceptable to the Purchaser and the Earn In Agreement becoming unconditional; and
 - 3.1.2. Southern Era and all or any other party(ies) waiving and abandoning all or any pre-emptive rights which they may have and which may be triggered under the conclusion and implementation of this Agreement, whether under the

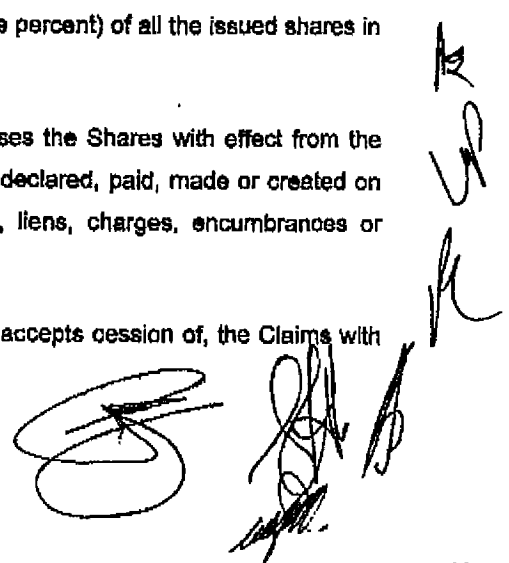


memorandum and articles of association of the Company, the Joint Venture Agreement or otherwise.

- 3.2. It is expressly recorded and agreed that the suspensive conditions under clause 3.1 above are stipulated for the sole and exclusive benefit of the Purchaser and may be waived by the Purchaser on written notice to the Sellers at any time.
- 3.3. This Agreement shall be of no force or effect should the said suspensive conditions not be fulfilled within 6 (six) calendar months reckoned from the Signature Date or such longer period(s) as may be agreed to between the Parties in writing, unless waived by the Purchaser in accordance with the provisions of clause 3.2 above.
- 3.4. The Parties shall respectively use their reasonable endeavours to procure the due fulfilment of the suspensive conditions in clause 3.1 above.
- 3.5. Should the suspensive conditions in clause 3.1 above not be duly and timeously fulfilled or waived, then:
- 3.5.1. this Agreement shall be of no force and effect; and
- 3.5.2. the Parties shall be restored as near as may be possible to the position in which they would have been had this Agreement not been entered into and no Party shall have any claim against any other Party save for a claim arising from a breach of the provisions of clause 3.4.

4. SALE OF THE SUBJECT MATTER

- 4.1. It is recorded and agreed that, but for this Agreement, if the Sellers were to sign the Earn In Agreement, under the provisions of the Earn In Agreement their shareholding in the capital of the Company would have reduced and diluted to 12.5% (twelve point five percent) of all the issued shares in the capital of the Company and that Southern Era's shareholding would also have reduced and diluted to 12.5% (twelve point five percent) of all the issued shares in the capital of the Company.
- 4.2. The Sellers hereby sell to the Purchaser which purchases the Shares with effect from the Effective Date, *cum* any dividend, distribution and right declared, paid, made or created on or after the Effective Date, but free from all pledges, liens, charges, encumbrances or options.
- 4.3. The Sellers hereby cede to the Purchaser, who hereby accepts cession of, the Claims with effect from the Effective Date.



4.4. The transaction between the Sellers and the Purchaser contemplated by this clause 4 constitutes an indivisible sale of the Shares and the Claims.

5. PURCHASE PRICE OF THE SUBJECT MATTER

5.1. The purchase price of the Subject Matter shall be the amount of 750,000 Pula (seven hundred and fifty thousand Pula) payable in cash and against delivery of the Subject Matter in accordance with the provisions of clause 6 below.

5.2. The said purchase price shall be allocated as follows:

5.2.1. the Claims (if any) shall be taken over at the face value thereof; and

5.2.2. the balance shall be in respect of the Shares.

6. DELIVERY

On the Effective Date the Sellers shall deliver to the Purchaser:

6.1. the share certificates in respect of the Shares, together with securities transfer forms, duly signed, to enable the Purchaser or its nominee to take transfer thereof;

6.2. resolutions of the board of directors of the Company and its shareholders authorising, confirming and ratifying this transaction;

6.3. all books, records and documents of the Company in the possession of the Sellers as at the Effective Date (if any); and

6.4. a written cession in respect of the Claims.

7. WARRANTIES

The Sellers hereby warrant to the Purchaser that as at the Signature Date and the Effective Date, the Sellers:

7.1. are the registered and beneficial owners of the Shares;

7.2. save for the pre-emption rights in favour of Southern Era under the terms of the Joint Venture Agreement, have the right, power and authority to sell the Subject Matter to the Purchaser, free of any lien, charge or encumbrance and without breaching or contravening any third party right, statutory provision or other law, as they hereby do; and

7.3. have disclosed to the Purchaser all facts and circumstances material to this transaction and which would be material or would be reasonably likely to be material to a purchaser of the Subject Matter and the price payable in respect thereof.

8. **JOINT AND SEVERAL LIABILITY**

The Parties comprising the Sellers shall be jointly and severally liable to and in favour of the Purchaser and the Company for the due performance by them of their respective duties, functions and obligations under this Agreement arising under this Agreement and they do hereby renounce the benefits of excussion, division and cession of action.

9. **BREACH**

9.1. If any of the Parties commits a breach of this Agreement and/or fails to comply with any of the provisions hereof ("the Defaulting Party"), then the other Party ("the Innocent Party") shall be entitled to give the Defaulting Party 10 (ten) Business Days notice in writing to remedy such breach and/or failure and if the Defaulting Party fails to comply with such notice, then the Innocent Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages:

9.1.1. to cancel this Agreement; or

9.1.2. to claim immediate performance and/or payment of all the Defaulting Party's obligations in terms hereof.

9.2. Notwithstanding the provisions of clause 9.1 above neither Party shall be entitled to cancel this Agreement unless the breach in question is material and goes to the root of the contract and the Innocent Party cannot be adequately compensated by a monetary award.

10. **DOMICILIA**

10.1. For the purposes of the giving of notices and the serving of legal process in terms of this Agreement, each of the Parties chooses a *domicilium citandi et executandi* ("domicilium") at their respective addresses set out in clause 1 above.

10.2. Any Party may at any time, by notice in writing to the other Parties, change its domicilium to any other address which is not a post office box or *post restante*.

10.3. Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be:

10.3.1. delivered by hand; or

10.3.2. sent by courier; or

10.3.3. sent by telefax (if the domicilium includes a telefax number),

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to the domicilium chosen by the Party concerned.

10.4. A notice given as set out above shall be deemed to have been duly given (unless the contrary is proved):

10.4.1. if delivered by hand, on the date of delivery; or

10.4.2. if sent by courier, on the date of delivery by the courier service concerned; or

10.4.3. if sent by telefax, on the expiration of 24 (twenty four) hours after the time of transmission.

11. CO-OPERATION

Each of the Parties hereby undertakes to:

11.1. do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and

11.2. pass and to procure the passing of all such resolutions of directors or shareholders of any company or of managing members or members of any close corporation or trustees of any trust,

to the extent that the same may lie within such Party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

12. GOVERNING LAW

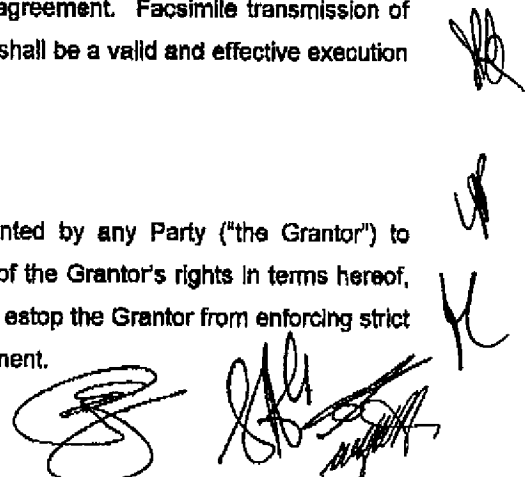
This Agreement shall be governed in accordance with the laws of Botswana.

13. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute a single indivisible agreement. Facsimile transmission of any party's signature evidencing execution of this Agreement shall be a valid and effective execution hereof.

14. GENERAL

14.1. No relaxation, indulgence or extension of time granted by any Party ("the Grantor") to another Party shall be construed as a waiver of any of the Grantor's rights in terms hereof, or a novation of any of the terms of this Agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this Agreement.



14.2. No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this Agreement (including this clause 14) shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the Parties.

14.3. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter thereof and no Party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

15. COSTS

Each Party shall bear its own costs in relation to the drafting and finalisation of this Agreement and attendances incidental thereto.

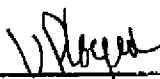
For: **FIRESTONE DIAMONDS LIMITED**

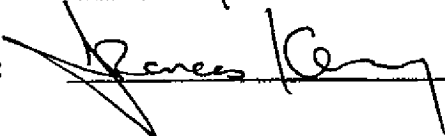
Signature: 
who warrants that he / she is duly authorised thereto

Name: Philip Kenny

Date: 19/6/08

Place: London, England

Witness: 

Witness: 


H GIBBONS

Signature: 

Date: 18-06-2008

Place: F/TOWN BOTSWANA.

Witness:  A. SWANEPOEL

Witness:  P.G. AMLAN

Handwritten marks on the left margin, possibly initials or a signature.

Signature: *[Signature]*
 Date: 18-06-08
 Place: Francistown Botswana
 Witness: *[Signature]*
 Witness: *[Signature]*
P. G. AKHAI

W GIBBONS

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○

edward nathan sonnenbergs

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AGREEMENT

entered into between

FIRESTONE DIAMONDS LIMITED (OR ITS NOMINEE)

(a company incorporated in the British Virgin Islands)

("the Purchaser")

and

H GIBBONS

(Passport Number: ZE060423)

W GIBBONS

(Identity Number: 865527617)

(collectively "the Sellers")

Handwritten signatures and initials of the parties involved in the agreement, including a large signature on the left and several initials on the right.

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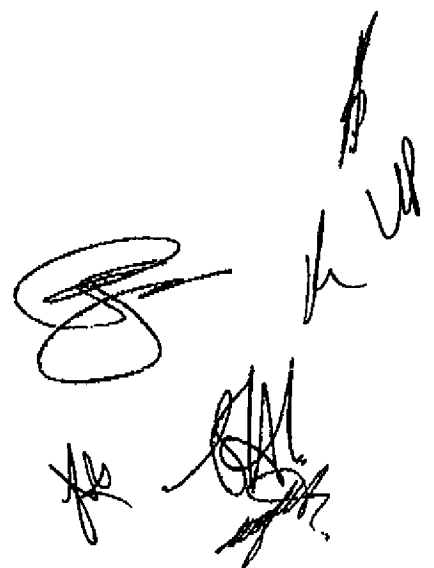
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1. **INTERPRETATION**

1.1. In this Agreement, unless the context otherwise indicates:

1.1.1. "Agreement" means this agreement and all schedules hereto;

1.1.2. "Business Day" means any day other than a Saturday, Sunday or public holiday officially recognised as such in Botswana;

1.1.3. "Claims" means all of the Sellers' claims against the Company as at the Effective Date, howsoever and whensoever arising (if any);

1.1.4. "Company" means Kenrod Engineering Services (Proprietary) Limited, a company incorporated in accordance with the laws of Botswana with its registered address at Plot 2709 Phala Crescent, Gabarone, Botswana, Fax No. +267 2440142;

1.1.5. "Earn In Agreement" means the agreement entered into or about to be entered into between the Purchaser, Southern Era and the Company, pursuant where to the Purchaser acquires certain shares in the capital of the Company in return for the Purchaser undertaking certain exploration and related services in respect of the prospecting site and mining operations of the Company;

1.1.6. "Effective Date" means the first Business Day of the calendar month immediately following the fulfilment (or waiver, if applicable) of the suspensive conditions specified in clause 3 below;

1.1.7. "H Gibbons" means H Gibbons (Passport Number: ZE060423) of Plot 128, Unit 6, Kagle Court, Gabarone, Botswana;

1.1.8. "Joint Venture Agreement" means the Joint Venture "Earn In" Agreement entered into between the Sellers, Southern Era and one other dated 9 March 2007;

1.1.9. "Parties" means the Sellers and the Purchaser;

1.1.10. "Purchaser" means Firestone Diamonds Limited, a company incorporated under the laws of the British Virgin Islands, with its registered office at P O Box 3161, Road Town, Tortola, British Virgin Islands and with its address for service of notice at 9th Floor Metropolitan Centre, 7 Coen Steytler Avenue, Cape Town, 8001, South Africa;

Handwritten initials and signatures are present on the right side of the page, including a large 'UN' and several illegible signatures.

- 1.1.11. "Sellers" means, collectively:
- 1.1.11.1. H Gibbons; and
- 1.1.11.2. W Gibbons;
- 1.1.12. "Shares" means all of the Sellers' shares in the capital of the Company, as more fully described in clause 4 below;
- 1.1.13. "Signature Date" means the date on which the last Party signing this Agreement does so;
- 1.1.14. "Southern Era" means Southern Era International Limited, a company registered in accordance with the laws of the Cayman Islands under Registry Number 91363, of care of Aston Corporate Managers, P O Box 1981, GT, Grand Cayman Islands;
- 1.1.15. "Subject Matter" means collectively the Shares and the Claims;
- 1.1.16. "W Gibbons" means W Gibbons (Identity Number: 885527617) of Plot 128, Unit 6, Kagle Court, Gaborone, Botswana.
- 1.2. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.3. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. This Agreement shall be binding on and enforceable by the trustees, permitted assigns, liquidators or other legal successors of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such party's trustees, permitted assigns, liquidators or other legal successors, as the case may be.
- 1.5. Full effect shall be given to any substantive provision conferring rights and obligations upon the Parties and contained in this clause 1 or clause 2 provided that if any provision in clause 2 conflicts with any other provision of this Agreement, such other provision shall prevail and be carried into effect.
- 1.6. Whenever a number of days is prescribed in this Agreement, such number shall be calculated excluding the first and including the last day, unless the last day falls on a day

which is not a Business Day, in which event the last day shall be the next day which is a Business Day.

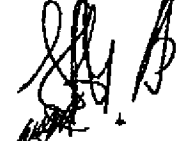
- 1.7. Whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date which is a Business Day.
- 1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.9. The terms defined in this Agreement shall bear the same meanings in annexed schedules which do not contain definitions.
- 1.10. This Agreement includes all annexed schedules which are an integral part of this Agreement.

2. INTRODUCTION

- 2.1. The Sellers are the registered and beneficial owners of the Subject Matter.
- 2.2. The Sellers have agreed to sell the Shares and cede the Claims to the Purchaser, with effect from the Effective Date, and the Purchaser has agreed to purchase the Shares and accept cession of the Claims, on the basis set forth in this Agreement.
- 2.3. The Parties wish to record their agreement relating to the said purchase and sale and matters incidental thereto.

3. SUSPENSIVE CONDITIONS

- 3.1. Save for clauses 1, 2, this clause 3 and clauses 8 to 15 below, inclusive, which are of immediate and lasting effect, this Agreement is entirely conditional upon:
 - 3.1.1. the parties thereto finalising and recording in writing the Earn In Agreement on terms acceptable to the Purchaser and the Earn In Agreement becoming unconditional; and
 - 3.1.2. Southern Era and all or any other party(ies) waiving and abandoning all or any pre-emptive rights which they may have and which may be triggered under the conclusion and implementation of this Agreement, whether under the

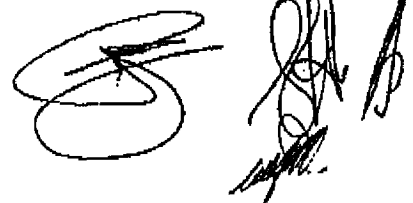


memorandum and articles of association of the Company, the Joint Venture Agreement or otherwise.

- 3.2. It is expressly recorded and agreed that the suspensive conditions under clause 3.1 above are stipulated for the sole and exclusive benefit of the Purchaser and may be waived by the Purchaser on written notice to the Sellers at any time.
- 3.3. This Agreement shall be of no force or effect should the said suspensive conditions not be fulfilled within 6 (six) calendar months reckoned from the Signature Date or such longer period(s) as may be agreed to between the Parties in writing, unless waived by the Purchaser in accordance with the provisions of clause 3.2 above.
- 3.4. The Parties shall respectively use their reasonable endeavours to procure the due fulfilment of the suspensive conditions in clause 3.1 above.
- 3.5. Should the suspensive conditions in clause 3.1 above not be duly and timeously fulfilled or waived, then:
- 3.5.1. this Agreement shall be of no force and effect; and
- 3.5.2. the Parties shall be restored as near as may be possible to the position in which they would have been had this Agreement not been entered into and no Party shall have any claim against any other Party save for a claim arising from a breach of the provisions of clause 3.4.

4. SALE OF THE SUBJECT MATTER

- 4.1. It is recorded and agreed that, but for this Agreement, if the Sellers were to sign the Earn In Agreement, under the provisions of the Earn In Agreement their shareholding in the capital of the Company would have reduced and diluted to 12.5% (twelve point five percent) of all the issued shares in the capital of the Company and that Southern Era's shareholding would also have reduced and diluted to 12.5% (twelve point five percent) of all the issued shares in the capital of the Company.
- 4.2. The Sellers hereby sell to the Purchaser which purchases the Shares with effect from the Effective Date, *cum* any dividend, distribution and right declared, paid, made or created on or after the Effective Date, but free from all pledges, liens, charges, encumbrances or options.
- 4.3. The Sellers hereby cede to the Purchaser, who hereby accepts cession of, the Claims with effect from the Effective Date.



4.4. The transaction between the Sellers and the Purchaser contemplated by this clause 4 constitutes an indivisible sale of the Shares and the Claims.

5. PURCHASE PRICE OF THE SUBJECT MATTER

5.1. The purchase price of the Subject Matter shall be the amount of 750,000 Pula (seven hundred and fifty thousand Pula) payable in cash and against delivery of the Subject Matter in accordance with the provisions of clause 8 below.

5.2. The said purchase price shall be allocated as follows:

5.2.1. the Claims (if any) shall be taken over at the face value thereof; and

5.2.2. the balance shall be in respect of the Shares.

6. DELIVERY

On the Effective Date the Sellers shall deliver to the Purchaser:

6.1. the share certificates in respect of the Shares, together with securities transfer forms, duly signed, to enable the Purchaser or its nominee to take transfer thereof;

6.2. resolutions of the board of directors of the Company and its shareholders authorising, confirming and ratifying this transaction;

6.3. all books, records and documents of the Company in the possession of the Sellers as at the Effective Date (if any); and

6.4. a written cession in respect of the Claims.

7. WARRANTIES

The Sellers hereby warrant to the Purchaser that as at the Signature Date and the Effective Date, the Sellers:

7.1. are the registered and beneficial owners of the Shares;

7.2. save for the pre-emption rights in favour of Southern Era under the terms of the Joint Venture Agreement, have the right, power and authority to sell the Subject Matter to the Purchaser, free of any lien, charge or encumbrance and without breaching or contravening any third party right, statutory provision or other law, as they hereby do; and

7.3. have disclosed to the Purchaser all facts and circumstances material to this transaction and which would be material or would be reasonably likely to be material to a purchaser of the Subject Matter and the price payable in respect thereof.

8. **JOINT AND SEVERAL LIABILITY**

The Parties comprising the Sellers shall be jointly and severally liable to and in favour of the Purchaser and the Company for the due performance by them of their respective duties, functions and obligations under this Agreement arising under this Agreement and they do hereby renounce the benefits of excussion, division and cession of action.

9. **BREACH**

9.1. If any of the Parties commits a breach of this Agreement and/or fails to comply with any of the provisions hereof ("the Defaulting Party"), then the other Party ("the Innocent Party") shall be entitled to give the Defaulting Party 10 (ten) Business Days notice in writing to remedy such breach and/or failure and if the Defaulting Party fails to comply with such notice, then the Innocent Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages:

9.1.1. to cancel this Agreement; or

9.1.2. to claim immediate performance and/or payment of all the Defaulting Party's obligations in terms hereof.

9.2. Notwithstanding the provisions of clause 9.1 above neither Party shall be entitled to cancel this Agreement unless the breach in question is material and goes to the root of the contract and the Innocent Party cannot be adequately compensated by a monetary award.

10. **DOMICILIA**

10.1. For the purposes of the giving of notices and the serving of legal process in terms of this Agreement, each of the Parties chooses a *domicilium citandi et executandi* ("domicilium") at their respective addresses set out in clause 1 above.

10.2. Any Party may at any time, by notice in writing to the other Parties, change its domicilium to any other address which is not a post office box or *post restante*.

10.3. Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be:

10.3.1. delivered by hand; or

10.3.2. sent by courier; or

10.3.3. sent by telefax (if the domicilium includes a telefax number),

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to the domicilium chosen by the Party concerned.

10.4. A notice given as set out above shall be deemed to have been duly given (unless the contrary is proved):

10.4.1. if delivered by hand, on the date of delivery; or

10.4.2. if sent by courier, on the date of delivery by the courier service concerned; or

10.4.3. if sent by telefax, on the expiration of 24 (twenty four) hours after the time of transmission.

11. CO-OPERATION

Each of the Parties hereby undertakes to:

11.1. do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and

11.2. pass and to procure the passing of all such resolutions of directors or shareholders of any company or of managing members or members of any close corporation or trustees of any trust,

to the extent that the same may lie within such Party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

12. GOVERNING LAW

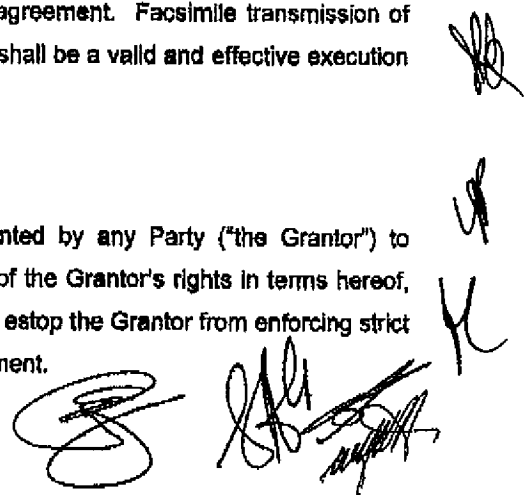
This Agreement shall be governed in accordance with the laws of Botswana.

13. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute a single indivisible agreement. Facsimile transmission of any party's signature evidencing execution of this Agreement shall be a valid and effective execution hereof.

14. GENERAL

14.1. No relaxation, indulgence or extension of time granted by any Party ("the Grantor") to another Party shall be construed as a waiver of any of the Grantor's rights in terms hereof, or a novation of any of the terms of this Agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this Agreement.



14.2. No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this Agreement (including this clause 14) shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the Parties.

14.3. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter thereof and no Party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

15. **COSTS**

Each Party shall bear its own costs in relation to the drafting and finalisation of this Agreement and attendances incidental thereto.

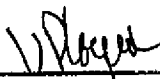
For: **FIRESTONE DIAMONDS LIMITED**

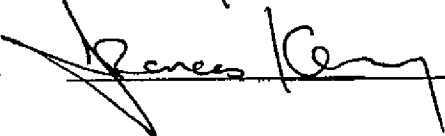
Signature: 
who warrants that he / she is duly authorised thereto

Name: Philip Kenny

Date: 19/6/08

Place: London, England

Witness: 

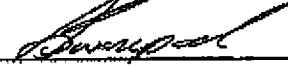
Witness: 


H GIBBONS

Signature: 

Date: 18-06-2008

Place: F/TOWN BOTSWANA

Witness:  A. SAJON BOCEL

Witness:  P.G. AHWAN

Handwritten marks on the left margin, possibly initials or a signature.

Signature: *[Signature]* D. F. H. Gibbons

Date: 18-06-08

Place: Francistown Botswana

Witness: *[Signature]* P. G. Akkran

Witness: *[Signature]* P. G. Akkran

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