

IRREVOCABLE UNDERTAKING

From: JP Morgan Asset Management
To: Firestone Diamonds plc ("**Firestone**"); and
Kopane Diamond Developments plc ("**Kopane**")

20 JULY 2010

PROPOSED OFFER FOR KOPANE DIAMOND DEVELOPMENTS PLC

1. BACKGROUND

We understand that:

- 1.1 Firestone intends to acquire all the ordinary shares of one penny each in the capital of Kopane other than those owned by Firestone 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 Kopane 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 Kopane (such consent not to be unreasonably withheld) and the Panel on Takeovers and Mergers (the "**Panel**"), Firestone elects, by way of a takeover offer (referred to in this undertaking as the "**Offer**") (the "**Acquisition**");
- 1.2 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**").

2. IRREVOCABLE UNDERTAKINGS

- 2.1 Subject to the release of the Press Announcement and subject to paragraphs 4.1.1 and 6.1, we undertake, agree, represent and warrant to and with Firestone and Kopane in the following terms:
- 2.2 we are the beneficial owner of (or are otherwise able to control the exercise of all rights, including voting rights, attaching to) all of the ordinary shares of 20 pence each in the capital of Firestone as set out in the first column of the table in Appendix 1 to this letter (together with any shares in Firestone issued after the date hereof and attributable to or derived from such shares) (the "**Firestone Shares**");
- 2.3 we are the beneficial owner of (or are otherwise able to control the exercise of all rights, including voting rights, attaching to) all of the ordinary shares of 1 pence each in the capital of Kopane as set out in the first column of the table in Appendix 2 to this letter (together with any shares in Firestone issued after the date hereof and attributable to or derived from such shares) (the "**Kopane Shares**");
- 2.4 the details of our holdings of shares as set out in Appendix 1 and Appendix 2 as the date hereof are complete and accurate;
- 2.5 we shall or, where applicable, shall procure that the registered holder of the Firestone Shares shall, after the posting of the admission document to be sent to shareholders of Firestone containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Admission Document**") (and without prejudice to any right to attend and vote in person at the Firestone general meeting (the "**Firestone General Meeting**")):

- 2.5.1 in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Firestone Shares at the Firestone General Meeting in favour of the resolution to approve the Acquisition (if proposed), increase Firestone's authorised share capital, grant the directors of Firestone authority to allot new ordinary shares in Firestone together with any other resolutions set out in the notices convening the meeting to be included in the Admission Document (as defined below) (the "**Firestone Resolution**") and against any resolution or proposal to adjourn the Firestone General Meeting save as otherwise directed in writing by Firestone in connection with the Acquisition and the Resolution;
- 2.5.2 return the signed forms of proxy enclosed with the Admission Document (completed and signed and voting in favour of the Firestone 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;
- 2.6 we shall or, where applicable, shall procure that the registered holder of the Kopane Shares shall, after the posting of the scheme document to be sent to shareholders of Kopane containing, inter alia, an explanatory statement in respect of the Acquisition (the "**Scheme Document**") (and without prejudice to any right to attend and vote in person at the Kopane general meeting (the "**Kopane General Meeting**") or the meeting of the Company's ordinary shareholders convened by order of the Court (the "**Court Meeting**")) in favour of the Scheme, including any resolutions required to give effect to the Scheme (the "**Kopane Resolutions**");
- 2.6.1 in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Kopane Shares at the Kopane General Meeting and the Court Meeting in favour of the resolutions to give effect to the Acquisition (the "**Kopane Resolutions**") and against any resolution or proposal to adjourn the Kopane General Meeting or the Court Meeting save as otherwise directed in writing by Firestone in connection with the Acquisition and the Kopane Resolutions;
- 2.6.2 return the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Kopane Resolutions) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting;
- 2.7 to the extent that any of the Shares are not registered in our name, we will procure the registered holder(s) to act in accordance with the terms of this undertaking.

3. **PUBLICITY**

- 3.1 We acknowledge that the Press Announcement may incorporate a reference to us substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, consent to this undertaking being referred to:
- 3.1.1 in the Scheme Document or offer document issued by Firestone (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);
- 3.1.2 in the Admission Document issued by Firestone in connection with the Acquisition.

4. **TERMINATION**

- 4.1 All obligations under this undertaking will lapse if:
- 4.1.1 the Press Announcement is not released by 6.00 p.m. on 23 July 2010;
- 4.1.2 an Admission Document is not issued prior to 20 August 2010 (or such other date as Firestone and Kopane may agree);

- 4.1.3 the Scheme Document is not issued prior to 20 August 2010 (or such other date as Firestone and Kopane may agree)
- 4.1.4 a third party, in accordance with the City Code document an intention to make a general offer to acquire the whole of the issued and to be issued share capital of Firestone which is recommended by the board of directors of Firestone; or
- 4.1.5 a third party, in accordance with the City Code document an intention to make a general offer to acquire the whole of the issued and to be issued share capital of Kopane which is recommended by the board of directors of Kopane; or
- 4.1.6 the Scheme does not become effective, lapses or is withdrawn in accordance with its terms; or
- 4.1.7 any of the circumstances in paragraph 6.1 below occurs.

5. SPECIFIC PERFORMANCE

- 5.1 Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our obligations provided hereunder. You shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such obligations and no proof of special damages shall be necessary for the enforcement by you of your rights.

6. GENERAL

- 6.1 Notwithstanding anything contained in this letter, we retain the right to transfer the Kopane Shares (or any of them) and/or the Firestone Shares (or any of them) and the irrevocable undertaking and obligations herein will lapse and we shall not be bound by or liable under any undertaking, representation or warranty herein in respect of the relevant Kopane Shares or Firestone Shares.
- 6.2 We acknowledge that nothing in this undertaking obliges Firestone to despatch the Admission Document if it is not required to do so under the AIM Rules or the Companies Act 2006 nor Kopane to despatch the Scheme Circular if it is not required to do so under the City Code or the Companies Act 2006.
- 6.3 We 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.
- 6.4 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.
- 6.5 In this undertaking the expression the "Offer" extends to any improved or revised offer on behalf of Firestone, whether voluntary or mandatory.
- 6.6 Except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the draft Press Announcement.
- 6.7 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.
- 6.8 This undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

6.9

We hereby submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

Executed as a deed by
JP Morgan Asset Management (UK) Ltd
acting by a Director
in the presence of:

I.R. Henderson
.....
Director
Print name..... *I. R. HENDERSON*.....

Witness signature

J. Bartlett
.....

Witness name

Jane Bartlett
.....

Address

46 Elmshurst Garden
.....
Tonbridge
.....
Kent TN10 3QU
.....

Appendix 1
Firestone Shares to which this deed relates

The following represent our current holdings in Firestone (and those of related companies) of shares.

Number of Shares (specify class)	Number of Ordinary Shares under option	Registered holder* and address	Beneficial owner* and address
7,059,536 Ordinary Shares of 20p each	Zero	Chase Nominees Ltd 230153 / 22068	J.P.Morgan Natural Resources Fund
6,000,000 Ordinary Shares of 20p each	Zero	Chase Nominees Ltd A/C CMBL 533110 / 36066	J.P.Morgan Global Natural Resources Fund

* Where more than one, indicate number of shares attributable to each

Appendix 2
Kopane Shares to which this deed relates

The following represent our current holdings in Kopane (and those of related companies) of shares.

Number of Shares (specify class)	Number of Ordinary Shares under option	Registered holder* and address	Beneficial owner* and address
17,637,134 Ordinary Shares of 1p each	Zero	Chase Nominees Ltd 230153 / 22068	J.P.Morgan Natural Resources Fund
11,412,233 Ordinary Shares of 1p each	Zero	Chase Nominees Ltd A/C CMBL 533110 / 36066	J.P.Morgan Global Natural Resources Fund

* Where more than one, indicate number of shares attributable to each

SCHEDULE 2

DRAFT PRESS ANNOUNCEMENT

IRREVOCABLE UNDERTAKING

From: ● ("Covenantor")
To: Firestone Diamonds plc (the "Offeror")

● 2010

Proposed offer for Kopane Diamonds Developments PLC

1. The Covenantor understands that:
 - (a) the Offeror intends to acquire all the ordinary shares of one penny each ("**Ordinary Shares**") in the capital of Kopane Diamonds Developments Plc (the "**Target**"), other than those owned by the Offeror 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 Offeror 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 and the City Code on Takeovers and Mergers (the "**City Code**");
 - (c) the Acquisition will extend to any Ordinary Shares allotted or issued prior to 6.00 p.m., on the last business day before the date on which the Scheme becomes effective in accordance with its terms (the "**Effective Date**") or while the Offer remains open for acceptance, including any Ordinary Shares issued under the Target's share option scheme (the "**Option Scheme**"); and
 - (d) any obligation of the Offeror to proceed with the Acquisition is subject to the release of the Press Announcement.
2. In consideration of the Offeror agreeing (subject to the release of the Press Announcement) to proceed with the Acquisition, the Covenantor undertakes, agrees, represents and warrants to and with the Offeror in the following terms:
 - (a) The Covenantor is and shall remain until the Effective Date, the beneficial owner of (or is otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of Ordinary Shares specified in Part 1 of Schedule 1 (the "**Shares**") (which expression shall include any other shares in the Target issued after the date hereof which are attributable to or derived from such Shares);
 - (b) The Covenantor is able to transfer (or procure the transfer of) the Shares to the Offeror free from all liens, charges and encumbrances and any third party rights of any nature and together with all rights attaching to them, including the right to all dividends and other distributions (if any) declared, made or paid after the date of this undertaking;
 - (c) The Covenantor is able and has all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by the Covenantor (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;

- (d) The Covenantor confirms that the Covenantor is not interested in any shares or other securities of the Target other than those of which details are set out in Schedule 1;
- (e) unless with the prior written consent of the Target (such consent not to be unreasonably withheld) and the Panel the Offeror elects to implement the Acquisition by way of an Offer:
 - (i) The Covenantor shall or, where applicable, shall procure that the registered holder of the Shares shall, or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Court Meeting and the Kopane General Meeting (both as defined in the Press Announcement) in favour of the resolutions to approve the Scheme, the reduction of the Target's share capital and the amendment of the Target's articles of association together with any other resolutions set out in the notices convening those meetings to be included in the Scheme Document (as defined below) (the "**Resolutions**") and against any resolution or proposal to adjourn the Court Meeting or the Kopane General Meeting save as otherwise directed in writing by the Offeror in connection with the Scheme and the Resolutions;
 - (ii) The Covenantor shall, or where applicable, shall procure that the registered holder of the Shares shall, after the posting of the circular to be sent to shareholders of the Target containing, inter alia, an explanatory statement in respect of the Scheme (the "**Scheme Document**") (and without prejudice to any right to attend and vote in person at the Court Meeting and the Kopane General Meeting), return the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions printed on those forms of proxy, as soon as possible and in any event within seven days after posting; and
 - (iii) The Covenantor shall procure that the registered holder of the Shares shall comply with the undertakings in paragraphs 2(e)(i) and 2(e)(ii);
- (f) if with the prior written consent of the Target (such consent not to be unreasonably withheld) and the Panel the Offeror elects to implement the Acquisition by way of an Offer:
 - (i) The Covenantor shall as soon as possible and in any event within seven days after the posting of the formal document containing the Offer (the "**Offer Document**") duly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and shall forward or shall procure the forwarding of, if applicable, the relevant share certificate(s) at the time of acceptance or a form of indemnity acceptable to the directors of the Target in respect of any lost certificate(s) at the time of acceptance and if, applicable, in respect of any Shares held in uncertificated form, take any action which may reasonably be required to ensure valid acceptance of the Offer; and
 - (ii) notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, the Covenantor shall not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;
- (g) The Covenantor will not (and the Covenantor will procure that the registered holder of the shares will not):

- (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 except to the Offeror under the Acquisition; 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(e) and 2(f) (as appropriate) above in respect of any of the Shares even though the Covenantor (or the registered holder) may become entitled to withdraw them under the rules of the City Code or any provision in the Scheme Document or Offer Document giving effect to the City Code; or
 - (iv) acquire any further interest in any shares in the Target;
- (h) the Press Announcement may incorporate a reference to the Covenantor substantially in the terms set out in the attached draft Press Announcement and, in accordance with the rules of the City Code, this undertaking will be referred to in the Scheme Document or Offer Document (as applicable) and will be available for inspection during the period of the Scheme or the Offer (as applicable);
- (i) any circular and/or AIM Admission document and/or prospectus (or prospectus equivalent document) issued by the Offeror in connection with the Acquisition may incorporate a reference to the Covenantor substantially in the terms set out in the attached draft Press Announcement;
- (j) to the extent that any of the Shares are not registered in the name of the Covenantor, the Covenantor will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (k) The Covenantor has 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 the Covenantor in accordance with their terms and entering into and performance by the Covenantor 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 the Covenantor; and
- (l) The Covenantor understands (and confirms that the registered holder of the Shares has understood) that the information provided to the Covenantor 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, the Covenantor 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 Offeror 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, the Covenantor 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:

reasonable opinion of FinnCap Limited, of not less than 10 per cent. over the value of the Offer. Such written notification may be given, by The Covenantor at any time after the announcement of an Alternative Offer.

Signed by)
for and on behalf of)
●)
in the presence of:)
Name of witness:)

Address of witness:)

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

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

No. of Ordinary Shares

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT

From: Kopane Shareholder

To: Kopane Diamond Developments Plc
Carlyle House
235-237 Vauxhall Bridge Road
London SW1V 1ES

To: Firestone Diamonds plc
26-28 Hammersmith Grove
London
W6 7BA

● 2010

Dear Sirs

Proposed acquisition ("Acquisition") of the entire issued share capital of Kopane Diamond Developments Plc ("Kopane") by Firestone Diamonds plc ("Firestone") to be implemented by way of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (the "Scheme")

We, ●, are able to control the exercise of all rights attaching to ● ordinary shares of 1 pence each in the capital of Kopane.

We understand that the Acquisition will be substantially on the terms and subject to the conditions set out in the attached announcement to be made in accordance with Rule 2.5 of the Takeover Code. We further understand that Kopane and Firestone intend to post formal documentation in respect of the Acquisition on ● 2010.

In respect of our holding of Kopane shares, it is our current intention to vote in favour of the resolutions to be proposed at any general meetings of Kopane shareholders that are convened in connection with the Acquisition and the Scheme in order to enable the Acquisition and the Scheme to become effective.

Although it is our current intention to vote in favour of the Acquisition and the Scheme, this letter is not intended to be legally binding and our intention may change at our discretion including, without limitation, if a third party shall make a general offer for all the shares in Kopane which offer, in our reasonable opinion, represents an improvement to the terms of the Scheme.

Yours faithfully

for and on behalf of

●

acting for and on behalf of its discretionary managed clients

