

IRREVOCABLE UNDERTAKING

From: Obtala Resources PLC ("**Obtala**")
To: Firestone Diamonds plc (the "**Offeror**")

21 July 2010

Proposed offer for Kopane Diamonds Developments PLC

1. Obtala 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, Obtala undertakes, agrees, represents and warrants to and with the Offeror in the following terms:

- (a) Obtala 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) Obtala 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) Obtala is able and has all relevant rights, power and authority, and have obtained all necessary authorisations, approvals, consents and licences required by Obtala (all of which are unconditional and remain in full force and effect) to enter into and perform this undertaking;

- (d) Obtala confirms that Obtala 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) Obtala 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) Obtala 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) Obtala 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) Obtala 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, Obtala 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) Obtala will not (and Obtala 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 Obtala (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 other than pursuant to the Option Scheme;
- (h) the Press Announcement may incorporate a reference to Obtala 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 Obtala 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 Obtala Resources PLC, Obtala will procure the registered holder(s) to act in accordance with the terms of this undertaking;
- (k) Obtala 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 Obtala in accordance with their terms and entering into and performance by Obtala 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 Obtala; and
- (l) Obtala understands (and confirms that the registered holder of the Shares has understood) that the information provided to Obtala 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, Obtala 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, Obtala 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:

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

N/A

0

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

Corporate Services TD (Waterhouse) Nominees Ltd KK CLT

32,200,000

Canterbury House
85 Newhall Street
Birmingham
B3 1LH

Pershing Nominees Limited

16,495,000

Capstan House
One Clare Crescent
East India Dock
London
E14 2BH

SCHEDULE 2
DRAFT PRESS ANNOUNCEMENT