

*EXECUTION VERSION*

DATED 24 JUNE 2022

FIRESTONE DIAMONDS PLC  
RESOURCE CAPITAL FUND V L.P.  
PACIFIC ROAD RESOURCES FUND II L.P.  
PACIFIC ROAD RESOURCES FUND II

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DEED OF TERMINATION

RELATING TO A RELATIONSHIP AGREEMENT  
DATED 24 FEBRUARY 2020

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**DATE OF DEED** 24 JUNE 2022

**PARTIES**

- (1) **FIRESTONE DIAMONDS PLC**, incorporated and registered in England and Wales with company number 03589905 whose registered office is at Highdown House, Yeoman Way, Worthing, West Sussex, BN99 3HH (the "**Company**");
- (2) **RESOURCE CAPITAL FUND VI L.P.**, a Cayman Islands exempt limited partnership registered or established in accordance with the laws of the Cayman Islands, with registration number MC-70932, by Resource Capital Associates VI L.P. (General Partner), by RCA VI GP Ltd. (General Partner) ("**RCF**").
- (3) **PACIFIC ROAD RESOURCES FUND II L.P.**, a limited partnership registered or established in accordance with the laws of England and Wales, with registration number LP014389, herein represented by Pacific Road Capital Management GP II Limited (as general partner) ("**Pac Road II LP**"); and
- (4) **PACIFIC ROAD RESOURCES FUND II**, an Australian unit trust established under the laws of Australia herein represented by Pacific Road Capital II Pty Limited (as trustee) ("**Pac Road Fund II**" and together with Pac Road II LP, "**Pacific Road**").

**WHEREAS**

- (A) Each of the Significant Shareholders and the Company entered into an agreement on 24 February 2020 governing the relationship between each of the Significant Shareholders and the Company (the "**Relationship Agreement**"). The condition to the Relationship Agreement was satisfied on 26 March 2020 and therefore the Relationship Agreement is in force.
- (B) The Significant Shareholders and the Company now wish to terminate the Relationship Agreement on the terms of this Deed, subject to the Offer becoming or being declared Unconditional.

**IT IS AGREED:**

1. **INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Deed. Unless otherwise defined, the terms in this Deed will have the meanings ascribed to them in the Relationship Agreement.

"**Offer**" means the cash offer by PRRF II Investment Holdings LP ("**Bidder**") to acquire the entire issued and to be issued ordinary share capital of the Company, other than the Ordinary Shares already held by Bidder, to be announced on or around 22 June 2022;

"**Significant Shareholders**" means together RCF, Pac Road II LP and Pac Road Fund II, each being a "**Significant Shareholder**";

"**Unconditional**" means the Offer becoming or being declared unconditional in accordance with its terms; and

**"Unconditional Date"** means the day on which the Offer becomes or is declared Unconditional.

- 1.2 A reference to "**party**" means a party to this agreement, and "parties" will be read accordingly.
- 1.3 A reference to "**including**" and "**includes**" means including and includes without limitation.
- 1.4 The contents list and headings in this Deed are for ease of reference only and shall not affect its construction or interpretation.

## 2. **TERMINATION OF THE RELATIONSHIP AGREEMENT**

- 2.1 Each of the Significant Shareholders and the Company hereby agree that, subject to the Offer becoming Unconditional, the Relationship Agreement shall be terminated with effect from the Unconditional Date.
- 2.2 Subject to, and with effect from, the termination of the Relationship Agreement in accordance with clause 2.1 of this Deed, the Relationship Agreement shall be of no further force or effect and, subject to clause 2.3 of this Deed below, all of the rights and obligations of the parties under the Relationship Agreement shall immediately terminate including any rights and obligations which under the terms of the Relationship Agreement would, but for this Deed, come into force on or after the termination of the Relationship Agreement.
- 2.3 Each of the Significant Shareholders and the Company hereby agree that, in accordance with clause 3.3 of the Relationship Agreement, any of the rights, remedies, obligations or liabilities of any of the Company and each of the Significant Shareholders that have accrued under the Relationship Agreement up to the date of termination, including the right to claim damages in respect of any breach of the Relationship Agreement which existed at or before the date of termination, shall not be affected by termination of the Relationship Agreement in accordance with clause 2.1 of this Deed.

## 3. **WARRANTIES**

- 3.1 Each party warrants to each of the other parties that:
  - 3.1.1 it has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Deed;
  - 3.1.2 this Deed constitutes, or will when executed constitute, legal, valid and binding obligations on it in accordance with its terms; and
  - 3.1.3 the execution and delivery of this Deed will not result in a breach of any applicable law or judgement, its constitutional documents or any other agreement.

4. **COUNTERPARTS**

This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

5. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

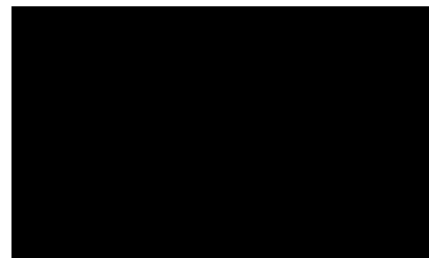
6. **GOVERNING LAW AND JURISDICTION**

6.1 This Deed is governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law.

6.2 Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Deed.

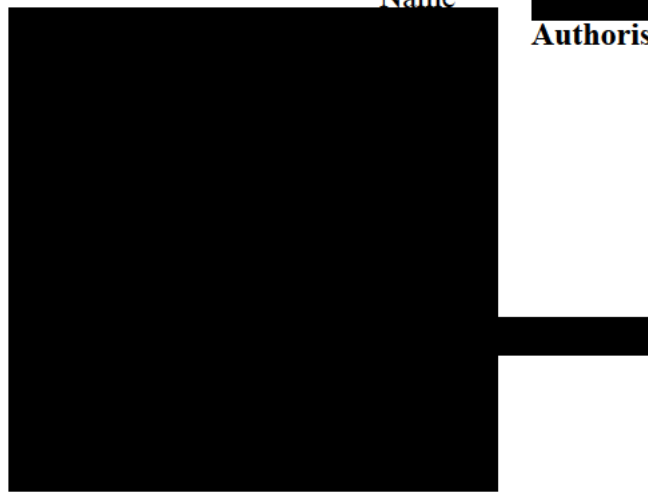
**IN WITNESS** of which this document has been executed as a deed and delivered on the date set out above.

Executed as a deed by )  
**FIRESTONE DIAMONDS PLC** )  
in the presence of a witness: )  
Signature )



**Authorised Signatory**

Name



Witness signature

Witness name

Witness address

Executed as a deed by  
**PACIFIC ROAD RESOURCES  
FUND II L.P.**  
in the presence of a witness:

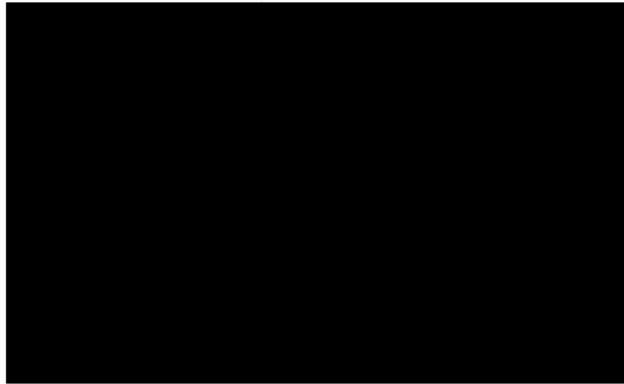
)  
)  
)  
)  
) Signature  
Name



Witness signature

Witness name

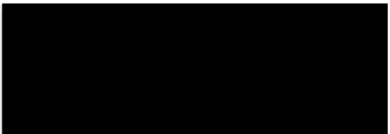
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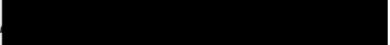


Executed as a deed by )  
**PACIFIC ROAD RESOURCES FUND II** )  
in the presence of a witness: )

) Signature 

Name   
**Authorised Signatory**

Signature 

Name   
**Authorised Signatory**

Witness signature

Witness name

Witness address



Executed as a deed by  
**RESOURCE CAPITAL FUND VI L.P.**  
in the presence of a witness:

)  
)  
)  
)

Signature

Name



**Authorised Signatory**

Witness signature

Witness name

Witness address

