

To: Board of Directors,

**Newfield Resources Limited ("Bidder")**

79 Broadway, Nedlands,

Western Australia 6009

27 March 2018

Dear Sirs,

**PROPOSED OFFER BY THE BIDDER FOR THE WHOLE OF THE ISSUED AND TO BE ISSUED  
ORDINARY SHARE CAPITAL OF STELLAR DIAMONDS PLC (THE "COMPANY")**

It is proposed that an offer to acquire the entire issued and to be issued ordinary share capital of the Company will be made by the Bidder (or a direct or indirect wholly-owned subsidiary of the Bidder) on, or substantially on, the terms and subject to the conditions set out in the attached press announcement dated 12 March 2018 (the "Press Announcement").

It is acknowledged that such offer may be made by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 (a "Scheme") or failing which, by way of a takeover offer in accordance with Part 28 of the Companies Act 2006 (a "Takeover Offer"). Any such offer whether implemented by way of a Scheme or Takeover Offer will be referred to in this deed as the "Offer".

This letter sets out the terms on which we will accept the Offer substantially on the terms of the Press Announcement, together with such additional and further terms and conditions as are usual in transactions of this nature or as may be required to comply with the rules of London Stock Exchange, the AIM Rules for Companies (the "AIM Rules"), the Financial Conduct Authority, any relevant securities exchange or regulator, the High Court of Justice of England and Wales, and the requirements of the City Code on Takeovers and Mergers (the "Code") and/or such additional terms and conditions as may be agreed with The Panel on Takeovers and Mergers (the "Panel").

We, the undersigned, hereby irrevocably and unconditionally undertake, confirm, warrant and agree with the Bidder in the terms set out below:

**1. WARRANTIES**

We undertake, warrant and confirm to the Bidder that:

1.1 We are the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) and/or the registered holder of the number of ordinary shares in the capital of Company ("Ordinary Shares") listed in Schedule 1 to this deed, ("Acceptance Shares"), and:

- (a) any Ordinary Shares of which we may become the registered holder or beneficial owner after the date of this deed; and

- (b) any shares in the Company attributable to or deriving from the shares listed in Schedule 1 or any shares referred to in paragraph 1.1 above

any shares under paragraphs (a) and (b) being "Additional Shares".

- 1.2 the Acceptance Shares comprise our entire interest in the share capital of the Company and will be transferred to the Bidder together with any Additional Shares pursuant to the Offer free from all charges, liens, encumbrances and adverse rights of any description and together with all rights now or subsequently attaching to them, including the right to all dividends declared, made or paid after the date of this letter; and
- 1.3 We have the full power and authority and the right (free from any legal or other restrictions) to enter into this deed and perform the undertakings contemplated by it.

## 2. ACCEPTANCE OF THE OFFER

### 2.1. Voting in favour of the Scheme

If the Offer is implemented by way of a Scheme, we undertake to:

- 2.1.1. exercise or procure the exercise of voting rights in respect of the Acceptance Shares and any Additional Shares in favour of all the resolutions to approve the Scheme to be proposed at the general meeting and the Court convened meeting of the Company to be convened in connection with the Scheme or any adjournments thereof (the "GM" and the "Court Meeting" respectively);
- 2.1.2. for the purpose of voting on any resolution referred to under paragraph 2.1.1, execute forms of proxy in the form accompanying the document detailing the terms and conditions of the Scheme (the "Scheme Document") in respect of the Acceptance Shares and any Additional Shares appointing any person nominated by the Bidder to attend and vote (but not to speak) in favour of all the resolutions to approve the Scheme set out in the notices convening the GM and the Court Meeting and to ensure that such form of proxy is received by the Company's registrars not later than 3.00 p.m. on the fifth business day after the receipt by us of the Scheme Document; and
- 2.1.3. not to revoke the terms of any proxy submitted pursuant to paragraph 2.1.2 either in writing or by attendance at the GM or the Court Meeting or otherwise, unless the Board of the Target withdraws its recommendation in support of the Scheme.

### 2.2. Irrevocable acceptance

If the Offer is implemented by way of a Takeover Offer, we undertake to accept or procure the acceptance of the Offer in respect of the Acceptance Shares and any Additional Shares, unless the Board of the Target withdraws its recommendation in support of the Offer. We agree to fulfil this undertaking by validly accepting the Offer in respect of our Acceptance Shares and any Additional Shares in accordance with the terms and conditions of the formal document containing the terms and conditions of the Takeover Offer (the "Offer Document"), not later than 6.00 p.m. on the fifth day after the date on which the Offer Document is despatched to shareholders of the Company or, in relation to

Additional Shares, as soon as practicable after we become the registered holder or beneficial owner of such Additional Shares.

### **2.3. Delivery of documents**

In order to secure the performance of our obligations under paragraphs 2.1 and 2.2, we appoint any director from time to time of the Bidder to be our attorney, in our name and on our behalf to execute:

- (i) a form or forms of acceptance of the Offer in respect of the Acceptance Shares and any Additional Shares;
- (ii) proxy forms for any Court meeting or general meeting, and/or
- (iii) such other document(s) and to do such other acts and things as may be necessary to accept or procure the acceptance of the Offer or to vote in favour of the resolutions at the GM and Court Meeting,

in each case in respect of the Acceptance Shares and any Additional Shares whether the Acceptance Shares or Additional Shares are held in certificated or uncertificated form if and only where we have failed to comply with our obligations in paragraphs 2.1 or 2.2 in accordance with the timetable set out therein.

### **2.4. Acknowledgement**

We acknowledge that the Offer might not be made in or into certain jurisdictions or to persons in certain jurisdictions outside the United Kingdom as described in the Press Announcement and undertake not forward this deed, the Press Announcement, the Offer Document or the Scheme Document or any other documentation sent to us in connection with the Offer in or into any such jurisdiction or to any such person.

## **3. ADDITIONAL UNDERTAKINGS**

### **3.1. Restrictions**

We further undertake that, unless the Board of the Target withdraws its recommendation in support of the Offer, until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn or this deed is terminated:

3.1.1. not to sell, transfer, mortgage, charge or otherwise encumber, grant any option or other right over or otherwise deal with or dispose of any or all of the Acceptance Shares or Additional Shares or any interest in any or all of them other than pursuant to the Offer;

3.1.2. not to accept (conditionally or unconditionally) any other offer in respect of any or all of the Acceptance Shares and Additional Shares, by whatever means it is to be implemented; and

3.1.3. not to procure or enter into any agreement or arrangement (whether conditional or unconditional) to do any or all of the acts referred to in paragraphs 3.1.1 to 3.1.2 above.

### **3.2. Withdrawal**

Unless the Board of the Target withdraws its recommendation in support of the Offer, we shall not withdraw our acceptance of the Offer in respect of any or all of the Acceptance Shares or Additional Shares notwithstanding that we may have become entitled to withdraw our acceptance by virtue of the rules of the Code or the terms of the Offer and we shall procure that our acceptance of the Offer is not withdrawn in respect of any or all of the Acceptance Shares or Additional Shares.

### **3.3. Publicity**

We consent to particulars of this deed being included in the Offer Document or Scheme Document, or on the Company's website, as the case may be, and to this deed being made available for inspection as required by the Code.

### **3.4. Confidentiality**

We undertake that we will keep the contents of this deed and the matters referred to in it strictly confidential and we will not make any announcement in connection with the Offer without it being approved in writing by the Bidder as to its content, form and manner of publication save that any announcement required to be made by law or pursuant to the AIM Rules or the Code may be made without such approval if it has first sought such approval and, so far as permitted, given the Bidder a reasonable opportunity to comment on the subject matter and the form of the announcement.

## **4. TERMINATION**

4.1. Subject to paragraphs 3.4 and 4.2, the provisions of this deed will terminate if:

4.1.1. the Board of the Target does not recommend the Offer;

4.1.2. the Board of the Target withdraws its recommendation in support of the Offer;

4.1.3. if the Offer is implemented by way of a Scheme, the Scheme Document is not posted to shareholders of the Company within the permitted period under the Code or as otherwise agreed with the Panel;

4.1.4. if the Offer is implemented by way of a Scheme, the Scheme or any resolution to be proposed is not approved by the requisite majority of the shareholders of the Company at the GM or the Court Meeting;

4.1.5. if the Offer is implemented by way of a Takeover Offer, the Offer Document is not posted to shareholders of the Company within the permitted period under the Code or as otherwise agreed with the Panel; or

4.1.6. if the Offer is implemented by way of a Takeover Offer, the Offer lapses or is withdrawn.

4.2. If the provisions of this deed terminate, we shall have no claim against the Bidder and the Bidder shall have no claim against me save in respect of any breaches of contract committed prior to termination.

## **5. GENERAL**

### **5.1. Registered holder**

To the extent any of the Acceptance Shares or Additional Shares are not registered in our name, We will procure the registered holder(s) to act in accordance with the terms of this deed.

### **5.2. Irrevocable obligations**

Unless and to the extent otherwise specified, the undertakings, agreements, warranties, confirmations, consents, appointments and waivers set out in this deed are unconditional and irrevocable.

### **5.3. Time**

Time shall be of the essence in relation to this letter both as regards the times, dates or periods mentioned in it and as regards any times, dates or periods which may, by written agreement between the Bidder and me, be substituted for them.

### **5.4. Definition of Offer**

The expression the "Offer" extends to any revised or increased offer made by or on behalf of the Bidder for the issued and to be issued share capital of the Company which in the opinion of the Bidder represents an improvement in the value of the consideration offered over the terms set out in the Press Announcement.

### **5.5. Remedy**

We agree that if we should be in breach of any of the obligations in this letter, damages may be an inadequate remedy and that an order for specific performance may be the appropriate remedy for such breach, without prejudice to any other rights which the Bidder may have.

### **5.6. Assigns**

We agree that we shall not assign or purport to assign any of our rights or benefits under this agreement.

### **Contracts (Rights of Third Parties) Act 1999**

Nothing in this deed confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

### **5.7. Independent advice**

We confirm that we have been given adequate opportunity to consider whether or not we should sign this deed and we have had the opportunity to receive independent legal advice as to its nature and contents.

### **5.8. MAR**

Before an announcement of or relating to the Offer or this undertaking is made or the information has otherwise become generally or publicly available, we will not do any act or thing in relation to any financial instruments (as defined in the Market Abuse Regulation (EU) 596/2014 ("MAR")) which would amount to market abuse for the purposes of MAR on the information.

### 5.9. References

The expression "wholly-owned subsidiary" as used in this deed shall have the same meaning as in section 1159 of the Companies Act 2006 and the expression "interest" shall have the same meaning as in Part II of the Companies Act 2006. The expression "connected person" shall have the same meaning as in sections 252 -255 of the Companies Act 2006.

### 5.10. City Code

The parties agree that, if the Takeover Panel determines that any provision of this agreement that requires the Company to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Takeover Code, that provision shall have no effect and shall be disregarded.

### 5.11. Law and jurisdiction

This letter, and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims), are governed by the law of England and Wales. We irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this letter or its subject matter (including non-contractual disputes or claims).

This letter has been executed as a deed, is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a deed by:

  
.....

Shareholder

  
For and on behalf of First Names  
Directors (Jersey) Limited

In the presence of:

Signature of Witness:  .....

Name (in CAPITAL LETTERS)..... ANNA TREDANT .....

Address: (in CAPITAL LETTERS)..... 2<sup>nd</sup> FLOOR, 87 ESPLANADE, ST HELENS, JERSEY .....

Occupation: (in CAPITAL LETTERS)..... SENIOR MANAGER - TRUST .....

**SCHEDULE 1**

**Acceptance Shares**

Name and address of registered holder	Name and address of beneficial owner	Description and number of shares
Forest Nominees Limited	Lipari Holdings Limited	901,205 ordinary shares of 0.01p each