LONDON: 16 JULY 2013

Firestone Diamonds plc, ("Firestone", the "Company" or the "Group"), the AIM-quoted diamond mining and exploration company (ticker: AIM: FDI), is pleased to announce a financing to raise approximately US$6.0 million (£3.97 million) before expenses which will be used for, among other things, working capital at the Company's flagship Liqhobong Diamond Mine ("Liqhobong") in the Lesotho highlands (in which the Group has a 75 per cent. interest with the remaining interest held by the Lesotho Government).

HIGHLIGHTS

- Placing of 198,500,000 new Ordinary Shares to raise approximately US$6.0 million (£3.97 million) before expenses at 2 pence per share;

- Funds to be used for working capital purposes, further development at Liqhobong and repayment of debt;

- Board considering timing to discontinue the Group's Pilot Plant at Liqhobong, currently envisaged before the end of the calendar year, in preparation for the main treatment plant ("MTP") minesite development; and

- Company looking to strengthen executive team to oversee the implementation of the MTP, discussions at an advanced stage.

The Company has provisionally placed 198,500,000 new Ordinary Shares in the Company by
way of a placing, through Mirabaud Securities LLP, and a direct subscription with institutional
and other investors, including certain existing Shareholders at a price of 2 pence per Placing
Share raising approximately US$6.0 million (£3.97 million) before expenses.

The net proceeds of the Placing will be used for capital expenditure at the MTP, working
capital for the pilot plant at Liqhobong, general working capital and other purposes including
the Company's continued restructuring process and for the repayment of debt for the period to
May 2014.

As announced on 25 October 2012, the definitive feasibility study for the MTP estimates the
initial capital expenditure to be approximately US$167 million (assuming an exchange rate of
ZAR 8.92:US$1). A further substantial equity fundraise will be required to fund the MTP but
the Company is pursuing a number of additional funding alternatives to try and minimise the
equity dilution for Shareholders. The Company currently expects to close its other financing
initiatives during the fourth quarter of 2013. If successful the Company is currently expected to
have sufficient funding to fully develop and implement the MTP, which, when operational, is
expected to produce approximately 1 million carats per annum.

With the preparation work nearing completion, Firestone's focus is now on financing and
implementing the MTP. The pilot plant at Liqhobong which, to date, has produced
approximately 274,577 carats of diamonds since opening in September 2011 and achieved an
average diamond price of US$86 per carat in the 12 month period ended May 2013, continues
to operate. However, the Board is in the process of considering when the operation should be
discontinued to prepare the minesite for the development of the MTP but currently envisages
this to be before the end of the calendar year.

The Company is also looking to strengthen its executive team in order to assist the Group in the
implementation of its strategy and, in particular, to oversee the implementation of the MTP.
The relevant individuals have already been identified and discussions are at an advanced stage.

Lucio Genovese, Non-Executive Chairman of the Company, commented: "Today's proposed
placing adds stability to Firestone's financial position and underpins the continued strong
support from shareholders. Liqhobong is at an exciting stage in its development as it transitions
its focus to the implementation and financing stage and we look forward to keeping all
stakeholders updated on all material developments."

Notice of General Meeting

A circular (the "Circular") giving details of the proposals and incorporating a notice convening
a general meeting will be posted to shareholders today and made available on the Company's
website shortly. The General Meeting will be held at the offices of Lawrence Graham LLP, 4
More London Riverside, London SE1 2AU at 11.00 a.m. on 1 August 2013.

Extracts from the Circular appear below and should be read in conjunction will the full text of
the Circular which will be made available to view on the Company's website at:
www.firestonediamonds.com shortly. References to "this document" shall be taken to mean the Circular. Capitalised terms in this announcement have the same meaning as in the Circular except where otherwise indicated.

For more information, please visit the Company's website at: www.firestonediamonds.com or contact:

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Background information on Firestone Diamonds:

Firestone Diamonds plc is an international diamond mining and exploration company with operations focused on Lesotho and Botswana. Firestone currently operates the Lithobong Mine in Lesotho and is also one of the largest holder of mineral rights in Botswana's diamondiferous kimberlite fields, controlling approximately 5,510 square kilometres including prospecting licenses around the major Orapa mine, as well as the entire Kokong and Tsabong kimberlite fields.

Lesotho is emerging as one of Africa's significant new diamond producers, and hosts Gem Diamonds' Letseng Mine, Firestone's Lithobong Mine as well as Namakwa Diamonds' Kao Mine and the Mothae development project.

LETTER FROM THE CHAIRMAN OF FIRESTONE DIAMONDS PLC

Dear Shareholder,
Conditional Placing of 198,500,000 Placing Shares at a price of 2 pence per Placing Share and Notice of General Meeting

1. Introduction

Your Board announced today that it has conditionally raised approximately US$6.0 million (£3.97 million) (before expenses) by way of a placing and subscription of 198,500,000 new Ordinary Shares at a placing price of 2 pence per new Ordinary Share with certain institutional and other investors, including certain existing Shareholders. The net proceeds of the Placing will be used for, inter alia, working capital for the pilot plant at the Company's main asset, the Liqhobong Diamond Mine in Lesotho, and for general working capital requirements. Further detailed information regarding the use of the proceeds is set out at section 4 below.

The Placing is conditional, inter alia, upon the Company obtaining approval from its Shareholders to grant the Board authority to allot the Placing Shares and to disapply statutory pre-emption rights which would otherwise apply to the issue of the Placing Shares. The Placing is also conditional upon Admission. In order to consider the Resolutions, the Company has convened a General Meeting for 11.00 a.m. on 1 August 2013 at the offices of Lawrence Graham LLP, 4 More London, Riverside, London SE1 2AU. Notice of the General Meeting is set out at the end of this document.

This document explains the background to, and reasons for the General Meeting, and why the Directors recommend that you vote in favour of the resolutions to be proposed at the General Meeting, notice of which is set out at the end of this document.

2. Background to and reasons for the Placing

The Company's current focus is the Liqhobong Diamond Mine in Lesotho (in which the Group has a 75 per cent. interest, with the remaining interest held by the Lesotho Government) and in particular developing the main treatment plant ("the Expansion Project"), which, when operational, is anticipated to produce approximately 1 million carats of diamonds per annum. It is currently expected that the Expansion Project will be operational by the end of 2015.
As announced on 25 October 2012, the definitive feasibility study for the Expansion Project estimates the initial capital expenditure to be approximately US$167 million (assuming an exchange rate of ZAR 8.92: US$1). A further substantial equity fundraise will be required to fund the Expansion Project but the Company is pursuing a number of additional funding alternatives to try and minimise the equity dilution for Shareholders. In particular, to coincide with the proposed subsequent fundraising, the Company has commenced project finance discussions, which if successful, could provide an estimated US$65-85 million, with financing in place by the fourth quarter of 2013. As an added source of finance the Company is also progressing discussions to secure a large forward sale agreement; the Company has already signed a smaller US$6 million forward sale agreement in relation to the Company's smaller diamonds and it is estimated that a further US$20-30 million could be received as a pre-payment for the future delivery of smaller diamonds. The Company is also progressing discussions with two strategic equity investors.

Whilst it is anticipated that the capital expenditure of the Group will be US$167 million, the Directors believe that this may reduce to approximately US$142 million due to the recent depreciation of the South African Rand. Applying a weaker US$:ZAR exchange rate forecast in the financial model increases the calculated internal rate of return of the Expansion Project from 40 per cent. to 52 per cent. and the net present value from approximately US$335 million (post tax) to approximately US$406 million. It is also expected that the payback period (excluding the construction period) would be reduced from 2.5 years to 1.5 years, and if the construction period is included, from 4 years to 3 years.

3. Current Trading and Prospects

The Company has conditionally raised approximately US$5.7 million (£3.77 million) (net of expenses) and following the Placing the Company will have cash resources of approximately US$7.7 million (£5.09 million).

The purpose of the fund raising is to provide, inter alia, the Group with general working capital until the financing of the Expansion Project has been secured.

The preparation work for the Expansion Project is now largely complete and the Company's focus has now shifted to the financing and implementation of the Expansion Project. The pilot plant at Liqhobong which, to date, has produced approximately 274,577 carats of diamonds
since opening in September 2011 and achieved an average diamond price of US$86 per carat in the 12 month period ended May 2013, continues to operate. As previously announced, the pilot plant is not able to recover diamonds with dimensions bigger than 25mm and 10 larger carat stones have been broken during recovery with an estimated loss of revenue to the Company of between approximately US$15-25 million. The Board is currently considering when the operation of the pilot plant should be discontinued in preparation of the mine site for the Expansion Project but envisages it to be before the end of the calendar year. A portion of the Placing proceeds will be used to fund the operational cost of the pilot plant until its closure. See section 4 below for further information on the use of proceeds from the Placing.

The Company is also looking to strengthen the executive team in order to assist the Group in the implementation of its strategy and, in particular, to oversee the implementation of the Expansion Project. The relevant individuals have already been identified and discussions are at an advanced stage.

The Company undertook a corporate restructuring in 2012 and the cost saving initiatives that it implemented have allowed the Company to realise savings of approximately US$0.5 million in 2013 with a further US$1 million of cost savings anticipated for the financial year ending 30 June 2014.

The market conditions in the mining industry are currently very challenging and the diamond industry is no exception. These conditions are particularly difficult for the junior mining sector. However, the Board recognises the cyclical nature of the mining industry in general and views the prevailing market conditions as temporary. The Board believes that the absence of significant new diamond discoveries and the size of the Liqhobong resource sets it apart from most other junior mining investments and should provide significant support during the future recovery of the markets.

The Company's BK11 mine remains under care and maintenance. The Board is considering various strategic alternatives for this operation, but it recognises that extracting fair value from the asset in the current investor climate could be challenging.

4. Use of Proceeds
The total funds raised from the Placing (net of expenses) of approximately US$5.7 million (£3.77 million) along with existing cash funds of approximately US$2 million (being, in aggregate US$7.7 million) will be used for the following purposes for the period to May 2014 (based on an exchange rate of £1:US$1.5120):

- capital expenditure for the Expansion Project - US$0.2 million (£0.1 million);
- working capital for the pilot plant at Liqobong - US$2.1 million (£1.4 million);
- general working capital and other purposes including restructuring costs - US$4.3 million (£2.9 million);
- repayment of debt - US$1.1 million (£0.7 million).

The Board anticipates closing the other financing initiatives, including the further equity fundraising, during the fourth quarter of 2013, which if successful, is currently expected to provide the Company with sufficient funding to fully develop and implement the Expansion Project.

5. Details of the Placing

The Company is proposing to raise approximately US$6.0 million (£3.97 million), before expenses, by way of a conditional placing and subscription of 198,500,000 new Ordinary Shares at a price of 2 pence per Placing Share. The Placing Shares will represent 26.63 per cent. of the Enlarged Issued Share Capital of the Company at Admission. The Placing Price represents a discount to the closing mid-market price of 23.8 per cent. per Ordinary Share as at 15 July 2013, being the last practicable date prior to the announcement of the Placing.

In connection with the Placing, the Company has entered into the Placing Agreement pursuant to which Mirabaud, as agent for the Company, has agreed to use its reasonable endeavours to place the Placing Shares with institutional and other investors, including certain existing Shareholders. The Placing is conditional, inter alia, on:
Shareholders passing the Resolutions at the GM;

- the Placing Agreement becoming unconditional and not being terminated prior to Admission in accordance with its terms; and

- Admission becoming effective by no later than 8.00 a.m. on 2 August 2013 (or such later time and date as the Company may agree with Mirabaud, being no later than 8.00 a.m. on 9 August 2013).

The Placing Agreement contains certain customary warranties given by the Company to Mirabaud as to matters relating to the Group and its business and an indemnity given by the Company to Mirabaud in respect of liabilities arising out of or in connection with the Placing. Mirabaud is entitled to terminate the Placing Agreement in certain circumstances prior to Admission, including, inter alia, a breach of the warranties, the failure of the Company to comply, in any material respect, with its obligations under the Placing Agreement and the occurrence of a force majeure event which, in the reasonable opinion of Mirabaud, is materially adverse in relation to the Placing or Admission.

As part of the fundraising the Company has received applications pursuant to the Subscription Letters to subscribe for 21,900,000 Placing Shares at the Placing Price. The subscription is conditional upon the Resolutions being passed.

The Placing Shares will, when issued, rank pari passu in all respects with the Existing Ordinary Shares then in issue, including all rights to all dividends and other distributions declared, made or paid following Admission. Application will be made for the Placing Shares to be admitted to trading on AIM and it is expected that trading in the Placing Shares will commence on 2 August 2013.

The Company has indicated to certain Placees that it is its intention, subject to market conditions, to offer such Placees an opportunity to participate in the Company’s next equity fundraising at a price to be determined at that time.

6. Director’s Interests
Mr Julian Treger, through a trust of which Mr Treger is a beneficiary, is interested in 7,697,059 Ordinary Shares. He is also a partner in Audley Capital Advisors LLP, which advises clients with an aggregate interest in 54,641,877 Ordinary Shares. Combined, these shares currently represent 11.4 per cent. of the total voting rights of the Company.

Clients advised by Audley Capital Advisors LLP have agreed to subscribe, in aggregate, for 29,800,000 Placing Shares. Accordingly, following completion of the Placing, Mr Treger will have an interest (directly or indirectly) in 12.36 per cent. of the total voting rights of the Company.

Mr Lucio Genovese holds a beneficial interest in 5,722,403 Ordinary Shares. Mr Genovese has agreed to subscribe for 3,400,000 Placing Shares. Accordingly, following completion of the Placing, Mr Genovese will have an interest in 1.22 per cent. of the total voting rights of the Company.

7. Share Issuance Authorities

In structuring the Placing, the Directors have had regard to, inter alia, the current financial and trading position of the Group and the need for certainty within a limited time frame. After considering these and other factors, the Directors have concluded that the Placing is the most suitable option available to the Company. Therefore, whilst the Directors currently have residual authorities under section 551 and section 570 of the Act these would be insufficient to issue the Placing Shares on a non pre-emptive basis.

Accordingly, in order for the Company to issue the Placing Shares, the Company needs to obtain approval from its Shareholders granting the Directors authority to issue the Placing Shares and to disapply statutory pre-emption rights which would otherwise apply. A summary of the Resolutions is set out in section 8 below.

8. General Meeting
In order to enable the Placing to proceed the following Resolutions will be proposed at the General Meeting. Resolution 1 will be proposed as an ordinary resolution to authorise the Directors pursuant to the section 551 of the Act to allot Ordinary Shares up to an aggregate nominal amount of £1,985,000 in connection with the Placing.

Resolution 2 will be proposed as a special resolution to empower the Directors pursuant to section 570 of the Act to allot equity securities for cash otherwise than on a pro rata basis up to an aggregate nominal amount of £1,985,000 in connection with the Placing.

The authorities granted pursuant to Resolutions 1 and 2 will expire at the earlier of the Company's next annual general meeting or 31 December 2013 unless otherwise revoked.

You will find set out at the end of this document the Notice of General Meeting setting out the Resolutions in full. The General Meeting is to be held at the offices of Lawrence Graham LLP, 4 More London Riverside,

London SE1 2AU at 11.00 a.m. on 1 August 2013.

9. Action to be taken in respect of the General Meeting

Enclosed with this document is a Form of Proxy for use at the General Meeting. Whether or not you intend to be present at the meeting, you are requested to complete, sign and return the Form of Proxy to the Company's registrars, Capita Registrars, PXS, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU so as to be received as soon as possible and, in any event, not later than 11.00 a.m. on 30 July 2013 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting (excluding any part of a day that is not a Business Day)).

10. Importance of Vote
The Placing is conditional upon the passing of the Resolutions at the forthcoming General Meeting. If all of the Resolutions are not passed at the General Meeting, the Company will be unable to complete the Placing.

Shareholders should be aware that if any of the Resolutions are not approved at the General Meeting, the Placing will not proceed and the Company will not have sufficient working capital to fund its operations. Furthermore, in the absence of immediate alternative funding, the Company could become insolvent, potentially leading to the total loss of Shareholder value.

11. Recommendation and voting intentions

The Directors believe that the Resolutions are in the best interests of the Company and its Shareholders as a whole. Accordingly, the Directors recommend that Shareholders should vote in favour of the Resolutions to be proposed at the General Meeting as they intend to do so in respect of their own beneficial holdings of, in aggregate, 9,003,556 Existing Ordinary Shares (representing 1.65 per cent. of the Existing Ordinary Share capital of the Company).

Yours sincerely

R. Lucio Genovese
Non-Executive Chairman

APPENDIX
TERMS AND CONDITIONS OF THE PLACING FOR CONTRACT NOTES
THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, CANADA, AUSTRALIA, JAPAN OR THE REPUBLIC OF SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL (A "RESTRICTED JURISDICTION"), SUBJECT TO CERTAIN LIMITED EXCEPTIONS.

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS IN THE UNITED KINGDOM WHO ARE PERSONS WHO (I) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER"); (II) FALL WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION. THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER OF OR SOLICITATION TO PURCHASE OR SUBSCRIBE FOR SECURITIES IN THE UNITED STATES. THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1993, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES HAS APPROVED OR DISAPPROVED OF AN INVESTMENT IN THE SECURITIES OR PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES. NO PUBLIC OFFERING OF SECURITIES IS BEING MADE IN THE UNITED STATES. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED AND, IF SENT IN RESPONSE TO THE
INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A SUBSCRIPTION FOR THE PLACING SHARES.

Details of the Placing  Mirabaud Securities has today entered into an agreement with Firestone Diamonds PLC (the "Placing Agreement") under which, subject to the conditions set out in that agreement, Mirabaud Securities has agreed to use its reasonable endeavours to procure subscribers for Placing Shares at the Placing Price with certain institutional and other investors.

The Placing Agreement contains customary warranties given by the Company to Mirabaud Securities as to matters relating to the Company and its business and a customary indemnity given by the Company to Mirabaud Securities in respect of liabilities arising out of or in connection with the Placing. The Placing is conditional upon, amongst other things, the Resolutions being passed by the requisite majority of Shareholders at the General Meeting.

A circular explaining the background to and reasons for the Placing, and containing the Notice of General Meeting will be sent to Shareholders. A copy of the Circular and the Notice of General Meeting will also be available from the Company's website at: www.firestonediamonds.com.

The Placing is also conditional upon Admission becoming effective and the Placing Agreement not being terminated in accordance with its terms.

The Placing Shares will, when issued, rank pari passu in all respects with the existing Ordinary Shares, including the right to receive dividends and other distributions declared, made or paid following Admission.

Application for admission to trading

Application will be made for admission of the Placing Shares to trading on AIM. Subject to, amongst other things, the Resolutions being passed by the requisite majority of Shareholders at the General Meeting, it is expected that Admission will become effective and that dealings in the Placing Shares will commence on AIM at 8.00 a.m. on 2 August 2013.

Participation in, and principal terms of, the Placing

Mirabaud Securities is arranging the Placing as placing agent for and on behalf of the Company. Mirabaud Securities will determine in its absolute discretion the extent of each Placee's participation in the Placing, which will not necessarily be the same for each Placee.

Each Placee will be required to pay to Mirabaud Securities, on the Company's behalf, the Placing Price for each Placing Share agreed to be acquired by it under the Placing in accordance with the terms set out herein. Each Placee's obligation to acquire and pay for
Placing Shares under the Placing will be owed to Mirabaud Securities and the Company. Each Placee has an immediate, separate, irrevocable and binding obligation, owed to Mirabaud Securities, to pay to it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to subscribe for.

Each Placee will be deemed to have read and understood the Announcement (including these Terms and Conditions) in its entirety, to be participating in the Placing upon these Terms and Conditions, and to be providing the representations, warranties, agreements, acknowledgements and undertakings, in each case as contained herein. To the fullest extent permitted by law and applicable FCA rules (the "FCA Rules"), neither (i) Mirabaud Securities, (ii) any of its directors, officers, employees or consultants, nor (iii) to the extent not contained within (i) or (ii), any person connected with Mirabaud Securities as defined in the FCA Rules ((i), (ii) and (iii) being together "affiliates" and individually an "affiliate"), shall have any liability to Placees or to any person other than the Company in respect of the Placing.

Conditions of the Placing

The obligations of Mirabaud Securities under the Placing Agreement are conditional on, amongst other things:

(a) the Company having complied with its obligations under the Placing Agreement (to the extent that such obligations fall to be performed prior to Admission);

(b) the passing of the Resolutions necessary to implement the Placing at the general meeting convened for 1 August 2013; and

(c) Admission having occurred not later than 8.00 a.m. on 2 August 2013 or such later date as the Company and Mirabaud Securities may agree, but in any event not later than 8.00 a.m. on 9 August 2013.

If any of the conditions contained in the Placing Agreement in relation to the Placing Shares are not fulfilled or waived by Mirabaud Securities, by the respective time or date where specified, the Placing will not proceed and the Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee against the Company or Mirabaud Securities in respect thereof.

Mirabaud Securities may, at its discretion and upon such terms as it thinks fit, waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out herein.

None of Mirabaud Securities, the Company or any other person shall have any liability to any
Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or the date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of Mirabaud Securities and (where applicable) the Company.

Termination of the Placing Agreement

Mirabaud Securities is entitled, at any time before Admission, to terminate the Placing Agreement in relation to its obligations in respect of the Placing Shares by giving notice to the Company in certain limited circumstances. Such circumstances include, inter alia, material breach by the Company of the terms of the Placing Agreement or any warranty therein being untrue, incorrect or misleading in any respect or on the occurrence of certain specified events or of certain events of force majeure which are material in the context of the Placing or Admission.

Upon such termination, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement subject to certain exceptions.

By participating in the Placing, Placees agree that the exercise by Mirabaud Securities of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Mirabaud Securities and that it need not make any reference to Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

No prospectus

No offering document, prospectus or admission document has been or will be submitted to be approved by the FCA or the London Stock Exchange in relation to the Placing and Placees' commitments will be made solely on the basis of the information contained herein and in the press announcement to be released by the Company announcing the Placing, and subject to the further terms set forth in the contract note to be provided to individual prospective Placees.

Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including these Terms and Conditions) are exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Group, Mirabaud Securities or any other person and none of Mirabaud Securities nor the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Group in accepting a participation in the Placing. Neither the Company, nor Mirabaud Securities are making any undertaking or
warranty to any Placee regarding the legality of an investment in the Placing Shares by such Placee under any legal, investment or similar laws or regulations. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation or fraud.

Registration and settlement

Settlement of transactions in the Placing Shares following Admission will take place within the system administered by CREST, subject to certain exceptions. The Company reserves the right to require settlement for and delivery of the Placing Shares (or a portion hereof) to Placees in certificated form if, in Mirabaud Securities' opinion, delivery or settlement is not possible or practicable within the CREST system or will not be consistent with the regulatory requirements in the Placee's jurisdiction.

Participation in the Placing is only available to persons who are invited to participate in it by Mirabaud Securities.

A Placee's commitment to acquire a fixed number of Placing Shares under the Placing will be agreed orally with Mirabaud Securities. Such agreement will constitute a legally binding commitment on such Placee's part to acquire that number of Placing Shares at the Placing Price on the Terms and Conditions set out herein and subject to the Company's Memorandum and Articles of Association.

After such agreement is entered into, each Placee allocated Placing Shares in the Placing will be sent contract notes stating the number of Placing Shares allocated to it at the Placing Price and settlement instructions. **Placees should note that their obligation under the contract notes are conditional on satisfaction of the conditions of the Placing referred to above.**

Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with Mirabaud Securities. Settlement should be through Mirabaud Securities against CREST ID: 834, account designation: CLEARING. For the avoidance of doubt, Placing allocations will be booked with a trade date of 16 July 2013 and a settlement date of 2 August 2013.

The Company will deliver the Placing Shares to the CREST account operated by Mirabaud Securities as agent for the Company and Mirabaud Securities will enter its delivery (DEL) instruction into the CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement will take place on 2 August 2013, being the date of Admission, on a delivery versus payment basis.
Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by Mirabaud Securities.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Company may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Representations and warranties

By participating in the Placing each Placee (and any person acting on such Placee's behalf) acknowledges, undertakes, represents, warrants and agrees (as the case may be) to the Company and Mirabaud Securities that it:

1. has read and understood the Announcement (including these Terms and Conditions), in its entirety and that its subscription of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;

2. acknowledges and agrees that no offering document, prospectus or admission document has been or will be prepared in connection with the Placing and represents and warrants that it has not received a prospectus, admission document or other offering document in connection with the Placing or the Placing Shares;

3. acknowledges that the Ordinary Shares are admitted to trading on AIM, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM (collectively, the "Exchange Information"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such Exchange Information without undue difficulty and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty;
4. acknowledges that neither Mirabaud Securities nor the Company nor any of their respective affiliates or any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Group other than this Announcement (including these Terms and Conditions); nor has it requested any of Mirabaud Securities, the Company, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;

5. acknowledges that (i) it and, if different, the beneficial owner of the Placing Shares is not, and at the time the Placing Shares are acquired will not be located in or be residents of a Restricted Jurisdiction and (ii) the Placing Shares have not been and will not be registered under the securities legislation of the United States, Canada, Australia, Japan or the Republic of South Africa and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, in or into those jurisdictions or any other jurisdiction where to do so would be unlawful;

6. acknowledges that the content of this Announcement (including these Terms and Conditions) is exclusively the responsibility of the Company and that neither Mirabaud Securities nor any person acting on its behalf has or shall have any liability for any information, representation or statement contained herein or any information previously published by or on behalf of the Company and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained herein or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for the Placing Shares is contained in this Announcement (including these Terms and Conditions) and any information previously published by the Company by notification to a Regulatory Information Service, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by Mirabaud Securities or the Company and neither Mirabaud Securities nor the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing;

7. represents and warrants that it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting this invitation to participate in the Placing;

8. acknowledges that neither Mirabaud Securities nor any person acting on behalf of it nor any of its affiliates has or shall have any liability for any publicly available or filed information, or any representation relating to the Group, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

9. represents and warrants that neither it, nor the person specified by it for registration as a holder of Placing Shares is, or is acting as nominee or agent for, and that the Placing Shares
will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depositary receipts and clearance services);

10. represents and warrants that it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering Regulations 2007 (the "Regulations") and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;

11. if a financial intermediary, as that term is used in Article 3(2) of EU Directive 2003/71/EC (the "Prospectus Directive") (including any relevant implementing measure in any member state), represents and warrants that the Placing Shares subscribed for by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the European Economic Area which has implemented the Prospectus Directive other than to qualified investors, or in circumstances in which the prior consent of Mirabaud Securities has been given to the proposed offer or resale;

12. represents and warrants that it has not offered or sold and, prior to the expiry of a period of six months from Admission, will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA");

13. represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the European Economic Area prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of the Prospectus Directive (Directive 2003/71/EC) (including any relevant implementing measure in any member state);

14. represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;

15. represents and warrants that it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom and confirms that, to the extent applicable, it is aware of its obligations in connection with the Criminal Justice Act 1993;
16. represents and warrants that it is a person falling within Article 19(5) and/or Article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or is a person to whom this Announcement (including these Terms and Conditions) may otherwise be lawfully communicated;

17. acknowledges that any offer of Placing Shares may only be directed at persons in member states of the European Economic Area who are "qualified investors" within the meaning of Article 2(1)(e) of the Prospectus Directive and represents and agrees that it is such a qualified investor;

18. understands that the Placing Shares have not been and will not be registered under the Securities Act, or under the securities legislation of, or with any securities regulatory authority of, any state or other jurisdiction of the United States;

19. except as provided in paragraph 20 below, agrees, represents and warrants that it is not a person located in the United States and is eligible to participate in an "offshore transaction" as defined in and in accordance with Regulation S and the Placing Shares were not offered to it by means of "directed selling efforts" as defined in Regulation S;

20. where it is a US person as defined in Regulation S, agrees, represents and warrants that it is an "accredited investor", as defined in Rule 501(a) under Regulation D, and is acquiring the Placing Shares either for (i) its own account, (ii) for the account of one or more "accredited investors" for which it is acting as duly authorised agent or (iii) a discretionary account or accounts as to which it has complete investment discretion and the authority to make, and does make, the statements contained herein;

21. represents and warrants that it is acquiring the Placing Shares for investment purposes only and not with a view to any resale, distribution or other disposition of the Placing Shares in violation of the Securities Act or any other U.S. federal or applicable state securities laws;

22. understands that the Placing Shares may not be offered, resold, pledged or otherwise transferred except (a) (i) in an offshore transaction meeting the requirements of Rule 903 or Rule 904 of Regulation S; (ii) pursuant to an effective registration statement under the Securities Act; or (iii) pursuant to an available exemption from the registration requirements of the Securities Act; and (b) in accordance with all applicable securities laws of the states of the United States and any other jurisdictions. Each Placee agrees to, and each subsequent holder is required to, comply with, and notify any purchaser of the Placing Shares from it of the resale restrictions referred to herein, if then applicable;

23. represents and warrants that it is entitled to subscribe for Placing Shares under the laws of all relevant jurisdictions which apply to it, and that its subscription of the Placing Shares will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise and that it has not taken any action or omitted to take any action which will or may result in Mirabaud Securities, or the Company or any of their respective affiliates or any person acting on behalf of any of them acting in breach of the legal
or regulatory requirements of any territory in connection with the Placing;

24. acknowledges and agrees that its purchase of the Placing Shares does not trigger, in the jurisdiction in which it is resident or located: (i) any obligation to prepare or file a prospectus or similar document or any other report with respect to such purchase; (ii) any disclosure or reporting obligation of the Company; (iii) any registration or other obligation on the part of the Company;

25. undertakes that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with these Terms and Conditions on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as Mirabaud Securities may in its discretion determine and without liability to such Placee;

26. acknowledges that neither Mirabaud Securities, nor any of its affiliates, nor any person acting on behalf of it, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of Mirabaud Securities for the purposes of the Placing and that Mirabaud Securities has no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

27. undertakes that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither Mirabaud Securities nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement;

28. acknowledges that these terms and conditions and any agreements entered into by it pursuant to this Announcement (including these Terms and Conditions) and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or Mirabaud Securities in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

29. acknowledges that the Company, Mirabaud Securities and their affiliates will rely upon the truth and accuracy of the representations, warranties and acknowledgements set forth herein and which, together with its participation in the Placing, are irrevocable and are not capable of termination or rescission by it in any circumstances and it irrevocably authorises the Company
and Mirabaud Securities to produce these Terms and Conditions, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;

30. agrees to indemnify and hold the Company, Mirabaud Securities and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings herein and further agrees that the provisions of these Terms and Conditions shall survive after completion of the Placing;

31. acknowledges and agrees that time shall be of the essence as regards obligations pursuant to its commitment to subscribe for Placing Shares;

32. represents and warrants that it will acquire any Placing Shares subscribed for by it for its account or for one or more accounts as to each of which it exercises sole investment discretion and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;

33. acknowledges that its commitment to subscribe for Placing Shares on the terms set out herein and in the relevant contract notes will continue notwithstanding any amendment that may in future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Placing. The foregoing representations, warranties and confirmations are given for the benefit of the Company and Mirabaud Securities. The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes, and is based on a warranty from each Placee, that neither it, nor the person specified by it for registration as holder, of Placing Shares is, or is acting as nominee or agent for, and that the Placing Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depositary receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither the Company nor Mirabaud Securities shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Mirabaud Securities accordingly;

34. understands that no action has been or will be taken by any of the Company or Mirabaud Securities or any person acting on behalf of the Company or Mirabaud Securities that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;

35. in making any decision to subscribe for the Placing Shares, confirms that it has knowledge and experience in financial, business and international investment matters as is required to
evaluate the merits and risks of subscribing for the Placing Shares. It further confirms that it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with, the Placing. It further confirms that it relied on its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;

36. represents and warrants that it has (a) made its own assessment and satisfied itself concerning legal, regulatory, tax, business and financial considerations in connection herewith to the extent it deems necessary; (b) had access to review publicly available information concerning the Group that it considers necessary or appropriate and sufficient in making an investment decision; (c) reviewed such information as it believes is necessary or appropriate in connection with its subscription of the Placing Shares; and (d) made its investment decision based upon its own judgment, due diligence and analysis and not upon any view expressed or information provided by or on behalf of the Company or Mirabaud Securities;

37. understands and agrees that it may not rely on any investigation that Mirabaud Securities or any person acting on its behalf may or may not have conducted with respect to the Company, its Group, or the Placing and that the Company and Mirabaud Securities have not made any representations to it, express or implied, with respect to the merits of the Placing, the subscription for the Placing Shares, or as to the condition, financial or otherwise, of the Company, its Group, or as to any other matter relating thereto, and nothing herein shall be construed as a recommendation to it to subscribe for the Placing Shares. It acknowledges and agrees that no information has been prepared by Mirabaud Securities or the Company for the purposes of this Placing; and

38. accordingly it acknowledges and agrees that it will not hold Mirabaud Securities or any of its affiliates or any person acting on its behalf responsible or liable for any misstatements in or omission from any publicly available information relating to the Group and that neither Mirabaud Securities nor any person acting on behalf of Mirabaud Securities, makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such information.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the subscription by them of any Placing Shares or the agreement by them to subscribe for any Placing Shares.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that Mirabaud Securities or any of its affiliates may, at its absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.
When a Placee or person acting on behalf of the Placee is dealing with Mirabaud Securities, any money held in an account with Mirabaud Securities on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from Mirabaud Securities' money in accordance with the client money rules and will be used by each of Mirabaud Securities in the course of its own business; and the Placee will rank only as a general creditor of Mirabaud Securities.

All times and dates herein may be subject to amendment. Mirabaud Securities shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

DEFINITIONS

The following definitions apply throughout this announcement unless the context otherwise requires:

"Act" the Companies Act 2006 (as amended);
"Admission" admission of the Placing Shares to AIM;
"AIM" The AIM market of the London Stock Exchange;
"Board" or "Directors" the directors of the Company, as set out in the Circular
"Business Day" any day on which banks are generally open in England and Wales for the transaction of business, other than a Saturday, Sunday or public holiday
"Capita Registrars" a trading name of Capita Registrars Limited
"certificated form" or "in certificated form" an ordinary share recorded on a company's share register as being held in certificated form (namely, not in CREST);
"Company" or "Firestone" Firestone Diamonds PLC, a company registered in England and Wales with company number 3589905
"CREST" the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in those regulations)
"CREST Regulations" the Uncertificated Securities Regulations 2001 (S.I. 2001 No. 3755) (as amended);
"Enlarged Issued Capital" the issued share capital of the Company immediately following Admission comprising the Existing Ordinary Shares and the Placing Shares;
"Euroclear" Euroclear UK & Ireland Limited, the operator of CREST;
"Existing Ordinary Shares" the Ordinary Shares in issue prior to Admission;
"Form of Proxy" the accompanying form of proxy for use by Shareholders in relation to the General Meeting;
"General Meeting" or "GM" the general meeting of the Company convened for 11.00 a.m. on 1 August 2013;
"Group" the Company and its subsidiaries;
"Lesotho" the Kingdom of Lesotho;
"London Stock Exchange" London Stock Exchange plc
"Mirabaud Securities" Mirabaud Securities LLP
"N+1 Singer" Nplus1 Singer Advisory LLP, the Company's nominated adviser;
"Notice of General Meeting" the notice of General Meeting, set out at the end of this document;
"Options" the options to acquire Ordinary Shares granted pursuant to the Share Option Schemes;
"Ordinary Shares" the ordinary shares of 1p each in the capital of the Company;
"Placing" the conditional placing of 176,600,000 Placing Shares by Mirabaud pursuant to the terms of the Placing Agreement and the conditional subscription of 21,900,000 Placing Shares pursuant to the Subscription Letter;
"Placing Agreement" the conditional agreement dated 16 July 2013 relating to the Placing, between the Company and Mirabaud;
"Placing Price" 2 pence per Placing Share;
"Placing Shares" the 198,500,000 new Ordinary Shares to be issued pursuant to the Placing;
"Resolutions" the resolutions to be proposed at the GM as set out in the notice of the GM at the end of this document;
"Shareholders" holders of Ordinary Shares
"Share Option Schemes" the Company's Unapproved Share Option Scheme and the Company's Unapproved Executive Share Option Scheme adopted by the Company on 2 April 2012;
"Subscription Letters" the subscription letters dated on or around 12 July 2013 pursuant to which certain investors have subscribed directly to the Company for, in aggregate, 21,900,000 Placing Shares;
"UK" the United Kingdom of Great Britain and Northern Ireland
"uncertificated form" or "in uncertificated form" an Ordinary Share recorded on a company's share register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST.