

To: **BLUEROCK DIAMONDS PLC (Company)**  
4th Floor Reading Bridge House  
George Street  
Reading  
Berkshire  
RG1 8LS

15 August 2022

Dear Sirs

### Introduction

1. I have read and understood the draft of the circular dated 11 August 2022 which the Company intends to despatch to its shareholders on or around the date of this undertaking (**Circular**) in which it asks shareholders to approve the Resolutions.
2. All words and phrases defined in the Circular have the same meaning in this undertaking unless the context requires otherwise.

### Undertakings

3. I irrevocably and unconditionally undertake, agree, represent and warrant to the Company that:
  - 3.1 I have the power and authority to enter into this undertaking and perform my obligations under it;
  - 3.2 I am the registered and/or beneficial holder of (or are otherwise able to control the exercise of all rights, including voting rights, attaching to) 112,285 ordinary shares of £0.05 each in the capital of the Company (**Shares**);
  - 3.3 I will exercise all voting rights attaching to my Shares to vote in favour of resolutions at the Annual General Meeting to approve resolutions 1 to 7 (**Resolutions**) and within ten days of the date of the Circular, I will complete and lodge the Form of Proxy, to be provided by the Company with the Circular, with the Company's registrars, in accordance with the instructions on such form and will instruct the proxy to vote in favour of the Resolutions;
  - 3.4 unless and until the obligations under this undertaking lapse in accordance with the terms of this undertaking, I will not (and, if applicable, I will procure that the registered holder of the Shares will not):
    - 3.4.1 sell, transfer, charge, encumber, pledge, grant any option over or otherwise dispose of, or enter into any agreement to sell, transfer or otherwise dispose of, any of my registered or beneficial holding of Shares until after the Annual General Meeting has taken place; and
    - 3.4.2 do or omit to do any thing or act which might frustrate, or conflict with the purpose of, the Resolutions;
  - 3.5 to the extent that any of the Shares are not registered in my name, I will procure that the registered holder(s) of such Shares exercises all rights attaching to my Shares to vote in favour of the Resolutions at the Annual General Meeting and/or,

to take such action as is necessary for the terms of this undertaking to be complied with in full; and

3.6 I will not withdraw the Form of Proxy referred to in paragraph 3.3.

**Lapse of undertakings**

4. The undertakings contained herein will cease upon the Resolutions being passed, lapsing or being withdrawn.

**General**

5. In order to secure the performance of my obligations in this undertaking, I irrevocably appoint, severally, the Company and any director for the time being of the Company, to be my attorney in my name and on my behalf, to sign, execute and deliver such documents and do such acts and things as may be necessary for or incidental to the performance of my obligations under this undertaking. This appointment will only take effect if I fail to comply with any of the undertakings contained herein.

6. No party to this undertaking will have any claim against the other in the case that the Resolutions are withdrawn or lapse, unless this occurs as a result of a breach of my obligations in this undertaking.

7. I acknowledge that, if I breach any of my obligations in this undertaking, damages alone would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for that breach.

8. No variation of this undertaking shall be effective unless agreed in writing between me and the Company.

9. Where any obligation under this undertaking is assumed by more than one party, that obligation will be several and not joint.

10. This undertaking and any non-contractual obligations arising out of or connection with it is governed by and construed in accordance with English law.

11. The courts of England have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this undertaking (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this undertaking) and I irrevocably submit to the exclusive jurisdiction of the English courts for all purposes in relation to this undertaking.

Signed as a deed by  
**DAVID ALAN FACEY**

DocuSigned by:  
*David Facey*  
.....  
0F20EAE0B9FE6476...

in the presence of:

Witness' signature:

DocuSigned by:  
*Lavinia Jessup*  
36AB388C365A403...

Witness' name: Lavinia Jessup

Address: 16 Temple Gardens, London, NW11 0LL, UK

Occupation: Accountant