

DEED OF IRREVOCABLE UNDERTAKING

Strictly Private and Confidential

From: Paul Atherton
c/o Heritage Oil Plc
Fourth Floor, Windward House
La Route de la Liberation
St Helier, Jersey, JE2 3BQ
Channel Islands

To: Energy Investments Global Ltd
171 Main Street
Road Town
Tortola VG 1110
British Virgin Islands

29 April 2014

Proposed offer for Heritage Oil Plc (the Target)

1. INTRODUCTION

1.1 I understand that:

1.1.1 Energy Investments Global Ltd (the **Offeror**) is considering making an offer to acquire all of the ordinary shares of no par value each (**Shares**) in the capital of the Target (other than 20% of the Shares in which Anthony Buckingham is interested), by way of a scheme of arrangement under Article 125 of the Companies (Jersey) Law 1991 (the **Act**) (the **Scheme**) (the **Offer**);

1.1.2 the Offer will be substantially on the terms and conditions set out in the draft press announcement attached at Schedule 1 to this deed (the **Announcement**); and

1.1.3 the Offer will extend to any Shares allotted, issued or transferred while the Offer remains open, including any Shares allotted, issued or transferred pursuant to the exercise of any options, warrants or redemption or other rights to subscribe for, purchase or otherwise acquire Shares.

1.2 Capitalised terms used but not defined in this deed will have the meanings given to them in the Announcement.

2. UNDERTAKINGS

2.1 I undertake, agree and warrant to and with the Offeror that:

2.1.1 I am the registered holder and/or beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer or sale of) the number of Shares or exchangeable shares of Heritage Oil Corporation specified opposite my name in Schedule 2 to this deed (the **Existing Shares**) and have full power and authority to accept, or procure the valid

acceptances of, the Offer in respect of all the Committed Shares (as defined below) and to exercise or to procure the exercise of, all voting rights which they carry in each case as envisaged by the terms of the Offer;

- 2.1.2 Set out in Schedule 2 are the details of all options, warrants and other rights, including potential awards under long term incentive plans I may have to subscribe for, purchase or otherwise acquire or be awarded any securities of the Target; and
- 2.1.3 other than as referred to in paragraph 2.1.1 and 2.1.2, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the **Code**)) in any securities of the Target.

2.2 I undertake (subject to paragraph 5 of this deed):

2.2.1 in my capacity as a shareholder of the Target to vote, or (where applicable) to procure that the relevant registered holder(s) will vote, in favour of the Scheme in respect of:

- (a) the Existing Shares; and
- (b) any other shares in the Target of which I may hereafter become the registered holder, beneficial owner or in which I may acquire an interest.

(all of the shares referred to in paragraphs (a) and (b) above together, the **Committed Shares**) by returning to the Offeror or as it may direct, within 14 days of receipt (or, in relation to the Committed Shares referred to in paragraphs 2.2.1 (b) above as soon as practicable after I become the registered holder or beneficial owner of, or I acquire an interest in, such Committed Shares) duly completed forms of proxy relative to any meeting of the shareholders of the Target (and/or class thereof) to be convened pursuant to an order of the court under Article 125 of the Act (the **Scheme Meeting**) and any general meeting or class meetings of the shareholders of the Target convened to consider and, if thought fit, approve resolutions in relation to the implementation of the Scheme (**General Meeting**);

2.2.2 in our capacity as a shareholder of the Target:

- (a) not to withdraw or amend the said forms of proxy, notwithstanding where the terms of the Scheme confer a right of withdrawal in certain circumstances;
- (b) except pursuant to the Scheme or in accordance with paragraph (d)2.2.2(d), not to dispose of, transfer, charge, encumber, grant any option or other right over any of the Committed Shares or any interest in them;
- (c) to exercise all voting rights attaching to the Committed Shares in such manner as to enable the Scheme to become effective and, for the avoidance of doubt, this includes voting in favour of all resolutions set out in the notices convening the Scheme Meeting and any General Meeting;
- (d) other than pursuant to the terms of exchangeable shares of Heritage Oil Corporation or of any option, warrant and other right I may have to subscribe for, purchase or otherwise acquire any securities of the Target

disclosed in Schedule 2, not to acquire any further shares or rights over shares or interests in shares (as defined by the Code) in the Target.

3. **CONVERSION TO CONTRACTUAL OFFER**

3.1 If the Scheme is withdrawn or cancelled and the Offeror announces (pursuant to Rule 2.7 of the Code) a takeover offer within the meaning of Article 116 of the Act (a **Takeover Offer**) which is made on terms at least as favourable from a financial point of view as the terms of the Scheme as set out in the Announcement, I will accept the Takeover Offer in respect of the Committed Shares by 12 noon on the business day before the first closing date of the Takeover Offer (and will not withdraw such acceptance).

3.2 In the event that a Takeover Offer is announced in accordance with paragraph 3.1 above, the undertakings set forth in paragraphs 2.1 and 2.2.2(b) and 2.2.2(d) will continue to apply with any necessary changes in respect of the Takeover Offer.

3.3 References in this deed to:

3.3.1 the Scheme becoming effective will be read as references to the Takeover Offer becoming or being declared unconditional in all respects; and

3.3.2 the Scheme lapsing or being withdrawn will be read as references to the closing or lapsing of the Takeover Offer.

4. **WARRANTIES**

4.1 I warrant to and undertake with the Offeror:

4.1.1 that I have full power and authority to exercise or procure the exercise of the voting rights attaching to the Shares in favour of the Scheme and execute any document recording those votes in respect of all the Shares; and

4.1.2 that I have full power and authority to execute this deed which will, when executed, constitute valid and binding obligations on me.

5. **CONDITIONS AND LAPSE**

5.1 Subject to clause 5.2, our obligations under this deed will lapse if:

5.1.1 The Announcement is not released by 5.00 p.m. (London time) on 30 April 2014 or such later date as the Target and the Offeror may agree; or

5.1.2 the formal documents setting out the terms and conditions of the Scheme or Takeover Offer (the **Offer Documents**) are not posted to the Target shareholders by 15 June 2014; or

5.1.3 the Scheme is cancelled or withdrawn and the Offeror does not announce at the same time a Takeover Offer in accordance with Rule 2.7 of the Code; or

5.1.4 the required proportions of Target shareholders do not vote in favour of the Scheme at the Scheme Meeting and/or General Meeting; or

5.1.5 the Scheme has not become fully and unconditionally effective and implemented (or any Takeover Offer does not become unconditional) by 29 September 2014; or

5.1.6 the Scheme or any Takeover Offer lapses in accordance with its terms.

6. CONSENT

I consent to the issue of the Announcement and understand that particulars of this deed substantially as set out in the Announcement and, in accordance with the Code, particulars of this Deed will be referred to in the Offer Document and any related document and that this deed will be available for inspection until the Scheme becomes effective, is cancelled or withdrawn or lapses.

7. NO DUTY OF CARE

I accept, acknowledge and confirm that neither Deutsche Bank, AG nor QInvest nor the Offeror owes me any duty of care under the Financial Services and Markets Act 2000 (FSMA) and that I am not a customer of Deutsche Bank, AG nor QInvest for the purposes of the Rules of the Financial Conduct Authority and that, accordingly, it will not be responsible to me for providing the protections afforded to its customers or for giving advice in relation to the Offer or in connection with this deed.

8. GENERAL

8.1 In this deed, references to the Scheme will include any revised offer which in the reasonable opinion of the board of directors of the Target is at least as favourable as the offer contained within the Scheme; and references to actions or omissions in relation to the Scheme will be taken to be references to the equivalent actions or omissions in relation to any revised offer.

8.2 Time will be of the essence of this deed.

8.3 I recognise and acknowledge that, if I should fail to comply with our obligations and undertakings under this deed, damages may not be an adequate remedy. You will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of our obligations and undertakings under this deed and no proof of special damages will be necessary for the enforcement by you of your rights.

8.4 I acknowledge that I am obliged to make appropriate disclosure under Rule 8.4 of the Code no later than 12 noon on the business day after becoming aware that I will not be able to comply with the terms of this deed or no longer intend to do so.

8.5 I will keep secret the possibility, terms and conditions of the Offer and the Scheme and the existence and terms of this deed until such time as the Announcement is released, save where otherwise required to be so disclosed by any statute the Panel or any other governmental or regulatory body. Before this time I will not use any information relating to the same in relation to any qualifying investments or related investments (as defined in FSMA) and the Code of Market Conduct made pursuant to FSMA) which would amount to market abuse for the purposes of section 118 of FSMA. I acknowledge that some of the matters referred to in this deed constitute inside information for the purposes of the Criminal Justice Act 1993 and FSMA and consent to being made an "Insider" as defined in those Acts. The obligations in this paragraph will survive the termination of this deed.

- 8.6 This deed will be governed by and construed in accordance with English law and I irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out or in connection with this deed.
- 8.7 In order to secure the performance of the undertaking contained in paragraphs 2.2.1 and 2.2.2 above, I irrevocably appoint (subject to the provisions of paragraph 5 above) any director of the Offeror to be our attorney in name or otherwise and on our behalf in our capacity as a shareholder of the Target to attend the Scheme Meeting and any General Meeting and to vote in favour of the Scheme and any resolutions proposed by the directors of the Target at any such General Meeting to facilitate the Offer, to sign a form or forms of proxy in respect of voting as aforesaid, and generally to comply with the terms of this Deed.
- 8.8 This deed will be binding on and enure for the benefit of our executors, administrators, successors and assigns.
- 8.9 Nothing in this deed shall require a Party to exercise a right in respect of the Scheme or the Offer in a manner not permitted by law.

This document has been executed and delivered as a deed on the date stated at the beginning of it.

SCHEDULE I - PRESS ANNOUNCEMENT

SCHEDULE 2


I am the registered holder and/or beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer or sale of):

a) 4,015,000 ordinary shares in the capital of Heritage Oil Plc; and

b) NIL exchangeable shares in the capital of Heritage Oil Corporation.

I hold 2,679,820 share awards under the 2011 Long Term Incentive Plan.

SIGNED as a deed by
Paul Atherton
in the presence of:

Signature 

Witness signature



Name (in BLOCK CAPITALS)

Dina Cook

Address

Flat 3 Terence Court,

Dica Road, St Saviour, JE2 7PD.