

Energy Investments Global Ltd (**EIGL**)

171 Main Street, Road Town, Tortola VG1110, British Virgin Islands

Dear Sirs

I refer to the shareholders' agreement dated on or about the date of this letter between Albion Energy Limited (**Albion**) and yourself in relation to Heritage Oil PLC (the **Shareholders' Agreement**). Terms defined in the Shareholders' Agreement shall have the same meaning herein.

I warrant that I, Anthony L.R. Buckingham of Portelet House, Chemin de Portelet, St. Brelade, Jersey JE3 8AU, am the sole beneficial owner, absolutely entitled, to the entire issued share capital of Albion comprising four (4) common shares of USD1.00 each fully paid, which shares are held by nominee shareholders. I hereby undertake that for a period of five years commencing on the date of Closing I will not:

- (a) Transfer (or suffer any Transfer of) any of my beneficial interest in the share capital of Albion other than to one (or more) Permitted Transferees of Albion;
- (b) permit (or suffer) any Transfer of any beneficial interest in any Permitted Transferee which becomes a shareholder of Heritage Oil PLC (provided such Permitted Transferee is a person other than an individual) to any person other than to one or more Permitted Transferees;
- (c) permit (or suffer) the beneficial interest in any new shares issued by Albion to be held by any person other than by me and or one (or more) Permitted Transferees;
- (d) permit (or suffer) the beneficial interest in any new shares issued by any Permitted Transferee of Albion which becomes a shareholder of Heritage Oil PLC (provided such Permitted Transferee is a person other than an individual) to be held by any person other than by me and or one (or more) Permitted Transferees; or
- (e) prior to any Transfer of any interest in Albion to a Permitted Transferee of Albion and prior to any acquisition by a Permitted Transferee of Albion of any interest in new shares in Albion, and as a condition of such Transfer or issue, I shall procure that such Permitted Transferee shall enter into a letter agreement in your favour on the same terms as this letter

SAVE THAT the undertakings given by me in paragraphs (a) to (e) inclusive shall cease to apply and shall have no further force or effect if (x) at any time during the period of five (5) years from Closing EIGL and or its Permitted Transferees together hold in aggregate 50% or less than 50% of the voting rights attaching to the Shares; (y) EIGL and or its Permitted Transferees (in their capacity as Shareholders) suffer a Seller Control Change (as defined in Schedule Two of the Shareholders' Agreement); or (z) the Shareholders' Agreement is terminated.

Further, if the Condition is not satisfied or waived by Albion in accordance with the terms of the Shareholders' Agreement, this undertaking shall have no further force or effect.

Notwithstanding the definition of Transfer in the Shareholders' Agreement, for the purposes only of this deed, such term when used herein shall exclude specifically the creation of any Encumbrance over all or any of the share capital of Albion (or that of any Permitted Transferee of Albion) for the

specific purpose of raising debt to enable Albion (or the Permitted Transferee) to maintain or increase its participation in the equity share capital of Heritage Oil PLC or any Affiliate of Heritage Oil PLC or to lend funds to Heritage Oil PLC or to any Affiliate of Heritage Oil PLC.

I acknowledge and agree that damages may not be a sufficient remedy for a breach of this letter agreement and I hereby irrevocably consent to any application for specific performance or any other equitable remedy in relation to a breach of this letter agreement.

These undertakings shall be governed by, and construed in accordance with, English law and I agree that the courts of England are to have jurisdiction to settle any dispute which may arise out of or in connection with this deed and I submit to the jurisdiction of those courts.

This undertaking has been executed as a Deed by Anthony L.R. Buckingham and is delivered and takes effect on the _____ day of _____ 2014

SIGNED as a deed by
ANTHONY L.R. BUCKINGHAM
in the presence of:

Signature 

Witness signature  _____

Name (in BLOCK CAPITALS) NANETTE HOLLIS

Address 18 BACK LANE
RICHMOND, TW9, 7LF, UK.