

IRREVOCABLE UNDERTAKING

To: Columbus Energy Resources plc (**CERP**)
Suite 114
90 Long Acre
London WC2E 9RA

Bahamas Petroleum Company Plc (**BPC**)
IOMA House
Hope Street
Douglas
Isle of Man IM1 1AP

11 June 2020

Offer for Columbus Energy Resources plc

I understand that BPC is considering the Transaction substantially on the terms and conditions set out or referred to in the draft of the Press Announcement attached at Appendix A to this undertaking and/or such other terms and conditions as required by (i) any applicable law or regulation; and (ii) the Code. References to paragraphs are to paragraphs in this undertaking.

1 Warranties and undertakings

1.1 In consideration of BPC and CERP jointly announcing the Press Announcement, I represent, warrant and undertake to CERP that:

- (a) I am the registered holder and/or the ultimate beneficial owner of (or am otherwise able to control the exercise of all rights (including voting rights) attaching to, including the ability to procure the transfer (free from Encumbrances) of) the number of BPC Shares set out in the table in Part A of Appendix B to this undertaking and, unless stated otherwise in the third column of that table, I am the legal owner of those BPC Shares and hold them free from any Encumbrances;
- (b) other than as set out in Appendix B to this undertaking, I do not, and nor do any of the persons connected with me (within the meaning of section 252 of the Act), have any interest in securities (as defined in the Code) of BPC, or any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning of the Code) in any such securities;
- (c) I have (and will at all relevant times continue to have) full power and authority to enter into this undertaking and to perform the obligations under it in accordance with their terms;
- (d) I will not prior to the earlier of the Transaction completing or lapsing and will procure that any registered holder of the Shares (if applicable) will not:
 - (i) (except pursuant to the Transaction) sell, transfer, charge, pledge, encumber, grant any options over or otherwise dispose of, or permit the sale, transfer, charging, pledge, encumbrance, granting of any option over or other disposal of any interest in the Shares, save for any Shares which are sold to meet any exercise or tax costs arising in connection with the exercise of any options which have already vested prior to the Transaction completing or lapsing;

- (ii) convene any meeting of the members of BPC in my capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Shares in any manner which would or might frustrate the Transaction or prevent the Transaction from completing;
- (iii) (except pursuant to the Transaction) enter into any agreement or arrangement, incur any obligation (other than any obligation imposed by law) or give any indication of intent:
 - (A) to do any of the acts referred to in paragraphs 1.1(d)(i) and (ii); or
 - (B) which in relation to the Shares would or might restrict or impede me voting in favour of the Transaction, or which would otherwise preclude me from complying with any obligations in this undertaking,

and, for the avoidance of doubt, references in this paragraph 1.1(d)(iii) to any agreement, arrangement, obligation or indication of intent include any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect upon or following the lapsing of the Transaction, the ceasing of this undertaking to be binding or any other event,

provided, for the avoidance of doubt, that the foregoing undertakings will not in any way restrict any actions taken by me in my capacity as a director of BPC or any of its subsidiaries;

- (e) I will take all steps in my power and, where applicable, will take all steps in my power to procure that any registered holder of the Shares also takes all steps in their power, to comply with the obligations in this undertaking.

1.2 For the avoidance of doubt, I agree that if, after the date of this undertaking, any further BPC Shares are acquired by me through the vesting or exercise of awards or options under any of the share schemes of BPC, such shares will form part of the Shares and will be subject to the terms of this undertaking.

2 Undertaking to vote in favour of the Transaction

2.1 I hereby irrevocably and unconditionally undertake that in consideration of BPC and CERP jointly announcing the Press Announcement, I will and, where applicable, I will procure that any registered holder of the Shares will, in respect of all of the Shares:

- (a) vote in person or by proxy (whether on a show of hands or via a poll) in accordance with the procedure set out in the BPC Circular in favour of any resolutions at any shareholder meeting of BPC required for the implementation of the Transaction and any matter ancillary thereto (including, without limitation, to approve the Transaction and the allotment and issue of further BPC Shares for implementing the Transaction); and
- (b) vote in person or by proxy (whether on a show of hands or via a poll) against any resolution at any general meeting of BPC shareholders (including any adjournment thereof) which might reasonably be expected to (i) result in a condition of the Transaction not being fulfilled; or (ii) impede or frustrate the Transaction or which would otherwise impact adversely on the completion of the Transaction,

and without prejudice to the foregoing, for the purpose of voting on any resolution referred to in this paragraph 2, I will or, where applicable, will procure that the registered holder of the Shares will, if required by CERP, execute any form of proxy appointing any person nominated by CERP to attend and vote on my behalf at the relevant general meetings within seven days after posting of the Scheme Document or, if later, within seven days of acquiring the Shares.

3 **Voting rights**

Without prejudice to paragraph 2 above, in consideration of BPC and CERP jointly announcing the Press Announcement, until the earlier of the date on which the Undertakings lapse or cease to have effect in accordance with paragraph 4 below and the date on which the Shares are registered in the name of BPC or its nominees:

- (a) I will exercise or procure the exercise of the voting rights attached to the Shares only in a manner which is consistent (as reasonably determined by CERP) with the implementation of the Transaction;
- (b) I will exercise or procure the exercise of the voting rights attached to the Shares against any resolution at any meeting of BPC shareholders (including any adjournment thereof) which, in the reasonable opinion of CERP would (i) result in a condition of the Transaction not being fulfilled; or (ii) impede or frustrate the Transaction; and
- (c) I will execute any form of proxy required by CERP appointing any person nominated by CERP to attend and vote at the relevant general, class or court meeting (and will not revoke the terms of any such proxy whether in writing, by attendance or otherwise);

in each case unless I am unable to take any such steps by operation of law or any ruling of the Panel.

4 **Lapse of Undertaking**

4.1 Subject to paragraph 4.2, the Undertakings will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Press Announcement is not released by 5:00 p.m. on 11 June 2020 or such later date as BPC and CERP may agree;
- (b) if the Cooperation Agreement is terminated;
- (c) (except with the consent of the Panel) if the Offer Document or the Scheme Document is not released by the date which is 28 days after the date the Press Announcement is released;
- (d) if BPC announces, with the consent of the Panel, that it does not intend to proceed with the Transaction and no new, revised or replacement acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time; or
- (e) if the Offer or Scheme lapses or is withdrawn and no new, revised or replacement acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time.

- 4.2 In the event that BPC elects to implement the Transaction by way of a structure other than an Offer or a Scheme, I agree that all provisions of this undertaking will be adapted so as to apply to such acquisition *mutatis mutandis*.
- 4.3 If the Undertakings lapse, I will have no claim against CERP and neither will CERP have any claim against me.
- 4.4 I accept, acknowledge and confirm that I have been given adequate opportunity to consider whether or not to enter into this undertaking and to obtain independent advice accordingly.
- 5 General**
- 5.1 The definitions in Appendix C to this undertaking apply throughout this undertaking unless the context requires otherwise.
- 5.2 Nothing in this undertaking obliges BPC to announce or make the Offer.
- 5.3 I understand that the information provided to me in relation to the Transaction is given in confidence and must be kept confidential until the Press Announcement containing details of the Transaction is released or the information has otherwise been made public. Before this time, I will not deal in BPC Shares or improperly disclose the information in contravention of the insider dealing or market abuse regimes under the Criminal Justice Act 1993, the AIM Rules for Companies and the Market Abuse Regulation (EU) No 596/2014.
- 5.4 Prior to this undertaking being published as referred to in paragraph 5.5(b) below, I agree not to disclose to any third party (other than my professional advisers) the existence or subject matter of this document or of any of the arrangements or proposed arrangements to which it relates unless such disclosure is required by law, the Panel, the London Stock Exchange, the Financial Conduct Authority or pursuant to any other legal or regulatory requirement in which case I will only make such disclosure following consultation with CERP.
- 5.5 I consent to:
- (a) this undertaking being disclosed to the Panel;
 - (b) references to me and particulars of this undertaking and my interests being included in the Press Announcement and the Scheme Document or Offer Document as applicable, and any other announcement made, or related or ancillary document issued, by or on behalf of BPC and/or CERP in connection with the Transaction, provided that any such reference is required by applicable law or regulation; and
 - (c) this undertaking being published as required by the Code and any other applicable law or regulation.
- 5.6 This undertaking will be binding on my estate and personal representatives.
- 5.7 I recognise and acknowledge that if I should fail to comply with my obligations in this undertaking, damages may not be an adequate remedy and that an order for specific performance or other equitable remedy may be the only adequate remedy for such breach.
- 5.8 Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or extended, time is of the essence.

5.9 No variation of this undertaking will be effective except by mutual agreement in writing.

6 **Power of Attorney**

In order to secure the performance of my obligations under this undertaking, I irrevocably appoint, severally, CERP and any director of CERP as my attorney to execute and deliver the form of acceptance or form of proxy and to sign, execute and deliver all other documents and do all such other acts and things as may be necessary for, or incidental to, the performance of my obligations under this undertaking on my behalf in the event of my failure to comply with any provision of this undertaking within the specified period and I irrevocably undertake to ratify such act if called upon to do so.

7 **Governing law and jurisdiction**

This undertaking (and any dispute, controversy, proceedings of whatever nature arising out of or in any way relating to this undertaking or its formation or claim or any act performed or claimed to be performed under it) shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

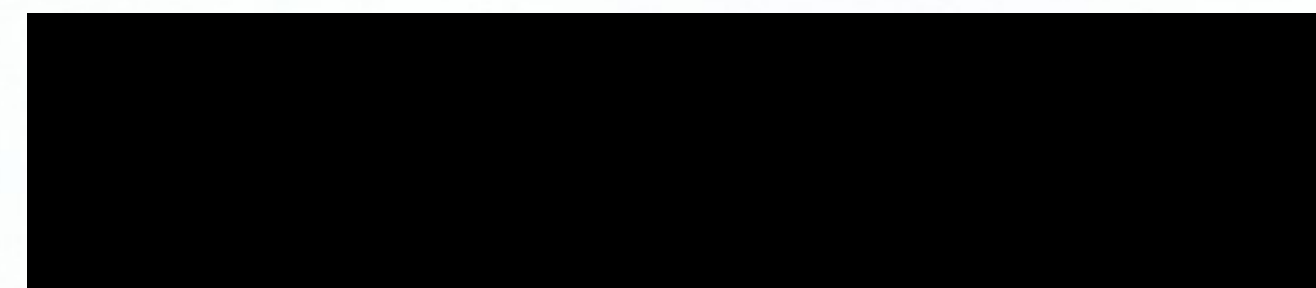
8 **Third party rights**

A person who is not a party to this undertaking shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this undertaking has been executed and delivered as a deed on the date first above written.

Signed as a Deed by
James Smith
in the presence of:

)
)
)



sign here:

JAMES H. SMITH

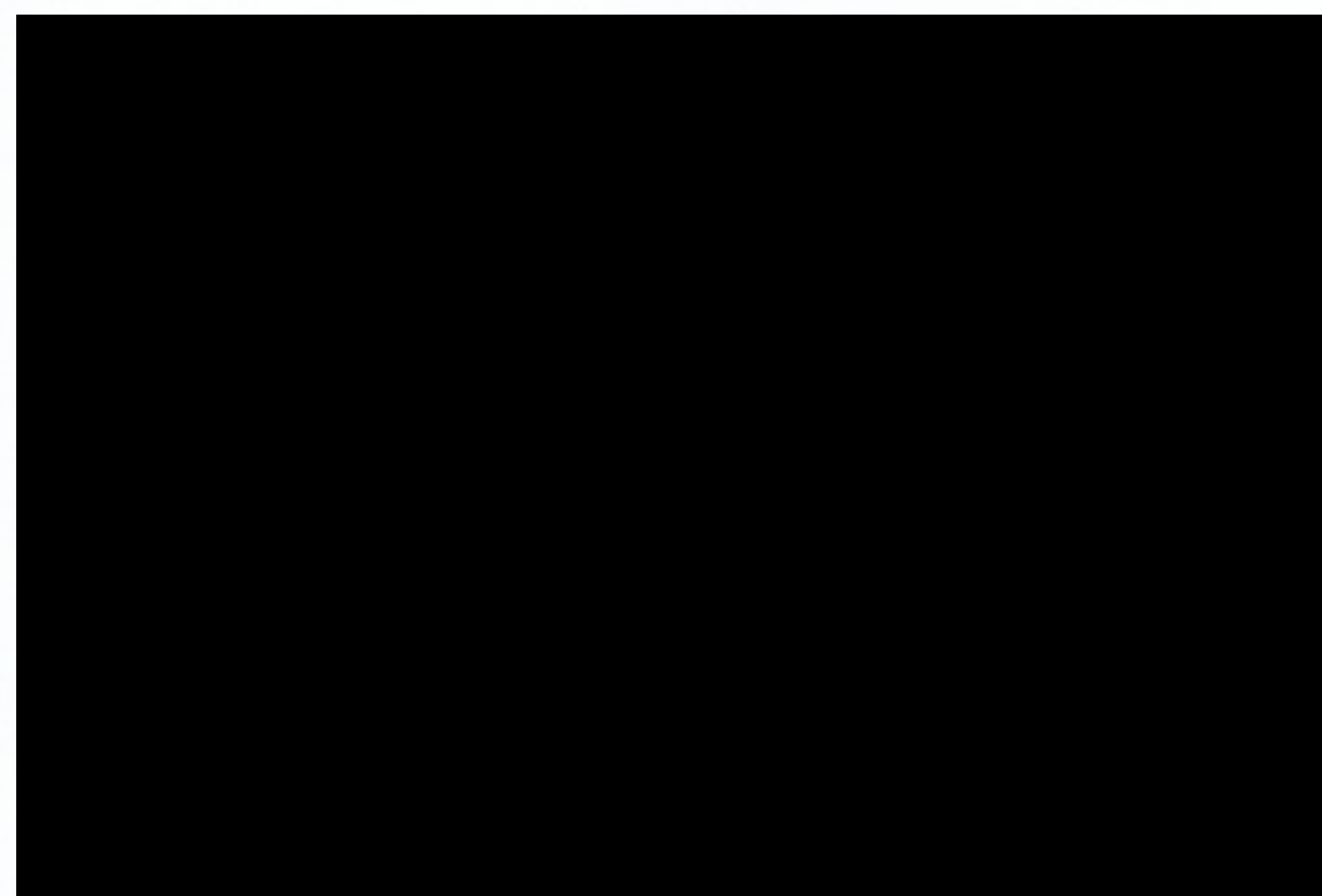
print name:

Witness signature:

Witness name:

Witness address:

Witness occupation:



Appendix A

Press Announcements

Appendix B

Part A — Existing BPC Shares

The following represent my current holdings in BPC.

No. of BPC Shares	Registered owner and address	Beneficial owner and address*
2,220,000	James Smith	James Smith

* Where more than one, indicate number of shares attributable to each.

Part B — Options and Share Awards

No. of shares subject to awards/options	Share Scheme	Award-holder/Option-holder
1,500,000		James Smith

Appendix C

Interpretation

In this undertaking, a reference to:

- (a) **Act** means the Companies Act 2006 as amended from time to time;
- (b) **BPC Circular** means the circular and any supplementary circular to be despatched to the shareholders of BPC in connection with the Transaction and convening the BPC extraordinary general meeting to consider, and if thought fit, approve the shareholder resolutions necessary to enable BPC to implement the Transaction;
- (c) **BPC Shares** means the ordinary shares of 0.002p each in the capital of BPC;
- (d) **Code** means the City Code on Takeovers and Mergers in the UK;
- (e) **Cooperation Agreement** means the cooperation agreement dated on or around 11 June 2020 between BPC and CERP in respect of the Transaction;
- (f) **Encumbrance** means a lien, charge, pledge, option, equity, encumbrance, right of pre-emption or any other third party right howsoever arising;
- (g) the **Offer** means the Transaction implemented by a contractual takeover offer in accordance with English law;
- (h) the **Panel** means the UK Panel on Takeovers and Mergers;
- (i) **Press Announcement** means the firm intention announcement to be published pursuant to Rule 2.7 of the Code in substantially the form attached in Appendix 1 to this undertaking;
- (j) the **Scheme** means the Transaction implemented by a scheme of arrangement pursuant to Part 26 of the Act;
- (k) **Shares** means those BPC Shares the details of which are set out in Part A of Appendix B, as well as any further BPC Shares issued or unconditionally allotted to, or acquired by or on behalf of, myself or my nominee(s) after the date of this undertaking pursuant to my interests in securities (as defined in the Code) of BPC as set out in Part B of Appendix B; and
- (l) **Transaction** means the proposed acquisition by BPC, on substantially the terms set out in the Press Announcement, of the entire issued and to be issued share capital of CERP, howsoever structured and includes any renewal, revision, variation or extension of the terms of any such acquisition which are, in the reasonable opinion of CERP's financial adviser, no less favourable in any material respect to shareholders of CERP than the terms set out in the Press Announcement.
- (m) **Undertakings** means all undertakings as set out in paragraphs 1 to 3 of this undertaking.

References to times are to London time.