



Zeta Energy  
Pte Ltd

UEN 201425794R

896 Dunearn Road #04-09, Singapore 589472

Ph: +65 6466 3038

8 September 2017

**By email**

[Andrew.Jefferies@nzog.com](mailto:Andrew.Jefferies@nzog.com)

[Paris.Bree@nzog.com](mailto:Paris.Bree@nzog.com)

[Don.Holborow@simpsongrrierson.com](mailto:Don.Holborow@simpsongrrierson.com)

New Zealand Oil & Gas Limited

Level 1

36 Tennyson Street

Wellington 6011

New Zealand

### **Despatch notice pursuant to rule 45 of the Takeovers Code**

On 10 August 2017, Zeta Energy Pte Limited (**'Zeta Energy'**) gave notice of its intention to make a partial takeover offer under the Takeovers Code for shares in New Zealand Oil & Gas Limited (**'Offer'**).

Zeta Energy gives notice pursuant to rule 45(1)(a)(i) of the Takeovers Code that the offer document, acceptance forms, specified holder certificates, and a supplementary letter in respect of the Offer which reflects the effect of 100,000 partly paid shares being paid up on 4 September 2017 (together, **'Offer Document'**) have been sent to the offerees in accordance with rule 43(1) of the Takeovers Code.

Pursuant to rule 45(1)(a)(ii) of the Takeovers Code, a copy of the Offer Document is **attached** to this notice.

Yours faithfully

**Zeta Energy Pte Limited**

Jonathan Chi

Director

cc: The Takeovers Panel  
Level 3, Solnet House  
79 The Terrace  
PO Box 1171  
Wellington 6011  
By email: [takeovers.panel@takeovers.govt.nz](mailto:takeovers.panel@takeovers.govt.nz)

cc: NZX Limited  
Level 1, NZX Centre  
11 Cable Street  
Wellington 6011  
By email: [announce@nzx.com](mailto:announce@nzx.com)

cc: Registrar of Companies  
Level 18  
135 Albert Street  
Auckland 1010  
By email



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## IMPORTANT ADDITIONAL INFORMATION

Dear Fellow Shareholder,

Enclosed with this letter is a copy of the Offer Document dated 5 September 2017 ('**Offer Document**') for the partial takeover offer ('**Offer**') being made by Zeta Energy Pte Limited ('**Zeta Energy**') for 42% of each class of share in New Zealand Oil & Gas Limited ('**NZO**') it does not currently hold or control. Also enclosed is an Acceptance Form for the Offer and, if applicable, a Specified Holder Certificate.

This letter sets out some additional information relating to the Offer not contained in the Offer Document. It should be read together with the Offer Document.

### A change to the number of shares in each Class

The Offer Document is dated 5 September 2017. However, in order to comply with the timeframes for sending the Offer Document to shareholders under the Takeovers Code, the Offer Document was printed prior to that date. On 4 September 2017, prior to the date of the Offer Document but after printing had commenced, 100,000 of the partly paid ordinary shares issued by NZO under its Employee Share Ownership Plan ('**Partly Paid Shares**') were paid up and converted into fully paid ordinary shares in NZO ('**Fully Paid Shares**'). See the announcement made by NZO to the NZX at 4:04pm on 4 September 2017.

### What this means for the Offer Document

As a result of the Partly Paid Shares becoming Fully Paid Shares, the Fully Paid Share Class has increased by 100,000 to 159,528,718 (an increase of 0.06%) and the Partly Paid Share Class has decreased by 100,000 to 8,320,000 (a decrease of 1.19%). This has meant that the number of Fully Paid Shares and Partly Paid Shares disclosed in the Offer Document are not correct as at the date of the Offer Document. This results in further consequential changes needing to be made to some of the disclosures in the Offer Document, as set out below.

**This does not have any effect on the terms of the Offer or your rights as a shareholder to have your shares taken up under the Offer if it is successful. You remain entitled, if you accept the Offer and the Offer is successful, to sell at least 42% of your shares to us in accordance with the Offer. More information on your entitlement is set out in the Offer Document.**

The consequential changes to the Offer Document resulting from the 100,000 Partly Paid Shares being paid up are as follows:

*Page 9:* There are a total of 159,528,718 Fully Paid Shares and 8,320,000 Partly Paid Shares on issue.

*Page 15:* For the purposes of paragraph 4.1, the Zeta Associates together hold or control a total of 21.19% of NZO's Fully Paid Shares (due to the increase in Fully Paid Shares on issue).

*Page 28:* As there are 100,000 more Fully Paid Shares and 100,000 fewer Partly Paid Shares on issue, the table in clause 5(A) should read as set out in the table below (the text that is both bold and italicised in the table below indicates where a figure in that table differs to one in the Offer Document):

Class	A	B	C	D	E
Fully Paid Shares	86,638,512 <b><i>53.14%</i></b>	<b><i>79,840,441</i></b> 50.01%	27,831,121 <b><i>17.45%</i></b>	<b><i>55,312,991</i></b> 42.00%	90,102,171 <b><i>55.27%</i></b>
Partly Paid Shares	0 0%	0 0%	0 0%	<b><i>3,494,400</i></b> 42.00%	0 0%

In addition, as there are 100,000 fewer shares in the Partly Paid Share Class, the assumption in paragraph (7)b. of that clause (relating to the total number of voting rights attaching to the Partly Paid Share Class) may no longer be correct. We are unable to confirm this, as we do not know which Partly Paid Shares were converted into Fully Paid Shares (and therefore how this assumption would change).

*Page 30:* Due to the fact that there are 100,000 more Fully Paid Shares and 100,000 fewer Partly Paid Shares, the percentage of each class noted in the table in clause 6 is as follows:

<b>Name</b>	<b>Type of equity security</b>	<b>Percentage of Class</b>
Zeta Energy Pte Limited Zeta Resources Limited	Fully Paid Shares	17.45%
PPP	Fully Paid Shares	0.46%
UIL Limited General Provincial Life Pension Fund Limited Union Mutual Pension Fund Limited Noblehouse International Trust Limited	Fully Paid Shares	19.61%
Bermuda Commercial Bank Limited Somers Limited	Fully Paid Shares	1.58%
ICM Limited	Fully Paid Shares	21.19%
H & G Limited	Fully Paid Shares	9.19%
New Zealand Central Securities Depository Limited	Fully Paid Shares	32.68%
NZOG Services Limited	Partly Paid Shares	100.00%
Andrew William Jeffries	Partly Paid Shares	23.28%
Chris McKeown	Partly Paid Shares	5.88%
Michael Wright	Partly Paid Shares	7.64%
John Pagani	Partly Paid Shares	6.23%

In addition, NZOG Services Limited now holds 8,320,000 Partly Paid Shares.

*Page 33:* In clause 8, the Locked-Up Shareholders' holdings represent 13.39% of the Fully Paid Shares.

To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the Offer Document is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by Zeta Energy under the Takeovers Code.

Director of Zeta Energy and person fulfilling  
the role of Chief Executive Officer

Director of Zeta Energy and person fulfilling  
the role of Chief Financial Officer

**5 September 2017**

# Partial Takeover Offer by Zeta Energy Pte Limited for Fully Paid and Partly Paid Shares in New Zealand Oil & Gas Limited

**OFFER OPENS: 5 SEPTEMBER 2017**

**OFFER CLOSES: 4 OCTOBER 2017**

You may tender an acceptance for more than the minimum number we are offering to acquire from you. Indeed, you may accept for 100% of your Shares, but in the event, we are successful in receiving acceptances for more than the targeted minimum, then acceptances will be scaled in the manner required by the Takeovers Code. Full details are set out in this Offer Document.

## **IMPORTANT**

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If you are in doubt as to any aspect of this Offer, you should consult your financial or legal adviser.

If you have sold all your shares in New Zealand Oil & Gas Limited to which this Offer applies, you should immediately hand this offer document and the accompanying acceptance form to the purchaser or the agent (eg the broker) through whom the sale was made, to be passed to the purchaser.

New Zealand Oil & Gas Limited's target company statement, together with an independent adviser's report on the merits of this Offer and another independent adviser's report on the fairness and reasonableness of the consideration and terms of this Offer as between classes of financial products either accompanies this Offer or will be sent to you within 14 days and should be read in conjunction with this Offer.

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## Accepting the Offer

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An Acceptance Form and, if relevant, a Specified Holder Certificate (or if you hold more than one Class of Shares, two Acceptance Forms and Specified Holder Certificates, if relevant) accompany this Offer Document. Use the form(s) and, if applicable, Specified Holder Certificate, to accept this Offer. Instructions on how to accept the Offer are contained in this Offer Document and on those forms.

**You may tender an acceptance for more than the minimum number we are offering to acquire from you. Indeed, you may accept for 100% of your Shares, but in the event, we are successful in receiving acceptances for more than the targeted minimum, then acceptances will be scaled in the manner required by the Takeovers Code.**

This Offer opens on Tuesday, 5 September 2017, and remains open for 30 days.

Acceptances must be received on or before Wednesday, 4 October 2017 (unless this Offer is extended).

## Important Contacts

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If you have questions about this Offer you should contact:

Link Market Services Limited  
Level 11, Deloitte Centre  
80 Queen Street  
PO Box 91976  
Auckland 1142  
New Zealand

Telephone: +64 9 375 5998  
Facsimile: +64 9 375 5990

Alternatively, you may contact your financial or legal adviser.

## Chairman's letter

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### Please read and consider carefully why you should accept this Offer

Dear Fellow Shareholder,

New Zealand Oil & Gas Limited ('**NZO**' or '**Company**') is at a strategic cross road.

It is essentially a cash box, having recently sold its 15% stake in the Kupe Oil and Gas fields ('**Kupe**') and its 27.5% stake in Tui. The Company's residual investments are its 50.01% interest in ASX-listed Cue Energy Resources Limited ('**Cue**'), a proposed 4% stake in Kupe, interests in Indonesia which are best described as potentially challenging, and the Clipper exploration opportunity.

NZO has recently distributed a substantial portion of its cash reserves to its shareholders by way of a capital reduction.

This is, therefore, an optimal time to decide what kind of investment company NZO should be, how much cash should be retained by the Company, and what the appropriate overhead cost base for the resulting company should be. The Board of Directors of NZO is currently wrestling with these important decisions.

Zeta Resources Limited (through its wholly owned subsidiary, Zeta Energy Pte Limited ('**Zeta Energy**')) is presently the largest shareholder in NZO holding or controlling approximately 17.5% of NZO's voting rights. Associates of Zeta Energy hold and control approximately an additional 3.7%. The combined holding is therefore approximately 21.2%. The Company's second-largest shareholder, holding approximately 9.2% of NZO's voting rights, has also agreed to accept our offer.

We are an ASX-listed resource focused, long term investment company that invests in a range of resource opportunities in oil and gas, gold and base metals both in exploration and production. See 'Who are Zeta Energy and Zeta Resources?' on page 5 for more information about us.

Our focus going forward will be to ensure NZO makes value enhancing investments in the oil and gas sector. While we are supportive of the Clipper exploration opportunity with an appropriate partner, we do not want NZO undertaking risky exploration. Rather we want to make very considered investment decisions in more advanced assets. We also want to drive down the current overhead cost base which we believe is, in relation to the number of investments owned, excessive and duplicated when taking into account NZO's listed subsidiary Cue's overheads. In addition, Zeta Energy will use its best endeavours to pursue the return of a further \$50m of capital to shareholders within six months of becoming the Company's majority shareholder, but noting that any such return will be subject to NZO shareholder approval and receipt by NZO of a binding ruling from the Commissioner of Inland Revenue confirming that the return of capital under a scheme of arrangement or otherwise would not be treated as a payment in lieu of a dividend for the purposes of the Income Tax Act 2007. The amount of the capital return sought may also be reduced by the cash amount of any dividend or distribution paid or made by NZO to shareholders between the date of our Offer and the date the capital return is sought.<sup>1</sup> To achieve the above ends, we are seeking the necessary majority control through this offer.

To move from our current shareholding to that majority control, we are offering to acquire from each Shareholder not less than 42% of their Shares at an attractive premium of over 18% over the weighted one month average share trading (measured as at the close of 3 August

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<sup>1</sup> See 'Intentions about material changes to NZO' in clause 13 of Schedule 1 of this Offer Document for further details of our intentions in respect of NZO.

2017, prior to notice of our Offer being given) given the predominantly cash nature of investments currently held by NZO.

**You may tender an acceptance for more than the minimum number we are offering to acquire from you. Indeed, you may accept for 100% of your Shares, but in the event, we are successful in receiving acceptances for more than the targeted minimum, then acceptances will be scaled in the manner required by the Takeovers Code.**

How many Shares you tender over and above the minimum entitlement of 42% is a choice you need to make depending on your desire to 'take money off the table' now and how much you wish to ensure that the Offer succeeds. This involves a balancing exercise – you may be fully aligned with Zeta Energy's vision, but if you do not accept or accept only for the minimum number of Shares the certainty of the Offer's success is diminished.

You should carefully consider this decision (and take appropriate advice from your financial advisor) as it will be influenced by your own individual circumstances and opinions.

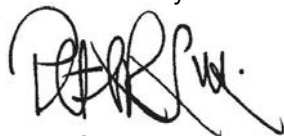
By accepting this Offer:

- You will give NZO an active and interested majority shareholder focussed on compelling value investing and with a mandate to lower the overhead cost base and seek a proposed capital return of NZ\$50m to shareholders in the form of cash,
- You will facilitate Zeta Energy bringing a proprietorial and clear strategic focus to the future direction of NZO,
- You will realise a significant percentage of your investment in NZO at an attractive share price premium and in line with our view of a full current valuation, and that of the second largest shareholder (being H & G Limited) who has agreed to accept our offer, and
- You will avoid brokerage costs and minimise price volatility (in part due to the difficulties of the already diminished liquidity of NZO shares following its removal from the NZX50 Index, and the likelihood that liquidity will be further diminished as a result of this Offer being successful).

If Zeta Energy is unsuccessful in achieving acceptances for a majority of all voting rights, the Offer will not proceed. In these circumstances Zeta Energy will obviously review its position. However, in that case, so long as Zeta Energy continues to hold its minority but strategic stake, Zeta Energy will look to pursue the above aims.

Details of our Offer are explained in the attached document. We recommend that you read this document and all enclosures carefully and seek financial advice should you require it. We look forward to working with you to make NZO a more sustainable, valuable, and shareholder focused company.

Yours sincerely



Peter Sullivan  
Chairman of Zeta Resources Limited

## Who are Zeta Energy and Zeta Resources?

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Zeta Energy is a specialist oil and gas investment company, focused on the South-East Asian and Australasian regions. Based in Singapore, Zeta Energy is a wholly-owned subsidiary of Zeta Resources Limited (**'Zeta Resources'**).

Zeta Resources is an active, resources focused holding and development company, whose ordinary shares are listed on the ASX (ASX: ZER).

The business of Zeta Resources, and in turn its wholly-owned subsidiary Zeta Energy, consists of investing the pooled funds of its shareholders in accordance with its investment objective and policy, with the aim of generating a return for shareholders with an acceptable level of risk. Zeta Resources invests in a range of resources entities, including those focused on oil and gas, and gold and base metals exploration and production.

Zeta Resources seeks opportunities which will maximise its ability to contribute as a proactive investor, with a view to actively extracting value for both its own investors and investors in the underlying investee companies. This proactive approach may include taking strategic or full ownership positions in companies, bringing about management change and encouraging strategies to maximise shareholder value and return. Zeta Resources, and its subsidiaries, are equally comfortable with owning portfolio size investments.

Zeta Resources actively seeks opportunities, as demonstrated by this Offer and its recent successful bid for Bligh Resources Limited, an ASX-listed gold exploration and development company.

Zeta Resources, a Bermuda incorporated company, has contracted with an external investment manager, ICM Limited, to manage its investments and undertake the company secretarial function. Zeta Resources has a board of non-executive directors who oversee and monitor the activities of ICM Limited and the other service providers and ensure that the investment policy is adhered to.

Zeta Resources' majority shareholder is UIL Limited. UIL Limited is listed on the London Stock Exchange, and has been a long time investor in a number of successful New Zealand and Australian companies.

Zeta Resources had gross assets in excess of A\$110.21 million as at 31 July 2017.

More information on Zeta Energy is available at [www.zetaenergy.limited](http://www.zetaenergy.limited), more information about Zeta Resources is available at [www.zetaresources.limited](http://www.zetaresources.limited), and more information about UIL Limited is available at [www.uil.limited](http://www.uil.limited).



## 1. Glossary and interpretation

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1.1 In this Offer Document, unless the context requires otherwise:

**'2016 Annual Report'** means NZO's 2016 annual report.

**'Acceptance Form'** means the relevant acceptance and transfer form enclosed with this Offer Document. See section 3 (How to Accept this Offer) for an explanation of which form you should use.

**'Acceptor'** means a Shareholder who has accepted the Offer in accordance with the terms of the Offer.

**'Advice Statement'** means the advice statement set out on the front page of this Offer Document under the heading 'Important', as required by clause 4 of Schedule 1 of the Takeovers Code.

**'ASX'** means the Australian Securities Exchange, operated by ASX Limited.

**'Broker'** means a broker whose services Zeta Energy may choose to engage to contact Shareholders and receive an Acceptance Form, which may be one or more Primary Market Participants or other financial advisory firms, the terms of which are further described in paragraph 4.16.

**'Class'** means a class of voting securities (within the meaning of the Takeovers Code) in NZO. For the purposes of the Takeovers Code and the Offer, there are two Classes, with Fully Paid Shares in one Class and Partly Paid Shares in the other.

**'Class Notice'** means the notice NZO is required to provide Zeta Energy under Rule 42A of the Takeovers Code.

**'Closing Date'** means 11:59pm on 4 October 2017 or such date to which the Offer period is extended in accordance with the Takeovers Code.

**'Common Shareholder Number/CSN'** means the number allocated by NZX to a shareholder of shares listed on NZX which identifies that person in relation to all his or her holdings in listed securities on NZX.

**'Companies Office'** means the Companies Office of New Zealand.

**'Conditions'** means the conditions of this Offer as set out in section 5 of this Offer Document.

**'Entitlement'** means the number of Shares individual Shareholders are able to accept in respect of the Offer, as a right.

**'ESOP'** means the Employee Share Ownership Plan established by NZO whereby NZO offers certain employees the right to participate in the Plan, the Plan being offers by NZO to employees of partly paid shares in NZO.

**'Fully Paid Shares'** means all of the fully paid ordinary Shares.

**'Handling Fee'** means the fee that Zeta Energy may pay a Broker for the handling or procurement in respect of the Shares that are subject to a particular Acceptance Form, as detailed in paragraph 4.16.

**'Joint Ventures'** means all joint ventures in which NZO has an equity interest, either directly or through a subsidiary.

**'Lock-Up Agreement'** means a lock-up agreement between Zeta Energy and a Locked-Up Shareholder.

**'Locked-Up Shareholders'** means PPP, Bermuda Commercial Bank Limited, UIL Limited, and H & G Limited and **'Locked-Up Shareholder'** means any one of them.

**'NZO'** means New Zealand Oil & Gas Limited.

**'NZX'** means the NZX Main Board (also referred to as the NZSX), operated by NZX Limited, and where the context requires includes NZX Limited.

**'NZX Participant Rules'** means the NZX Participant Rules issued by NZX, as amended from time to time.

**'Notice Date'** means the date on which Zeta Energy gave NZO notice pursuant to Rule 41 of the Takeovers Code of its intention to make the Offer.

**'Offer'** means the partial offer for the Specified Percentage of each Class of Shares that are not already held or controlled by Zeta Energy, as set out in this Offer Document.

**'Offer Price'** means 72 cents per Share in cash.

**'Offeree'** means a Shareholder that has received this Offer.

**'Offer Document'** means this Offer and all accompanying information that is required under Rule 44 of the Takeovers Code.

**'Overseas Investment Office'** means the body established to regulate the Overseas Investment Act 2005.

**'Partly Paid Shares'** means the partly paid ordinary Shares issued by NZO under the ESOP.

**'PPP'** means Pan Pacific Petroleum NL.

**'Primary Market Participants'** means those NZX participants defined as primary market participants under the NZX Participant Rules.

**'Record Date'** means 28 August 2017, being the record date for the Offer.

**'Registrar'** means NZO's share registrar, being Computershare Investor Services Limited.

**'Rule'** means a rule under the Takeovers Code.

**'Rule 22 Independent Report'** means the report required to be obtained by Zeta Energy from an independent adviser which certifies that in the opinion of the adviser the Offer complies with Rule 9(5) of the Takeovers Code.

**'Shares'** means the shares issued by NZO.

**'Shareholder'** means a holder of Shares.

**'Specified Holder'** and **'Specified Holder Certificate'** means a person who holds Shares on behalf of more than one person, and the Certificate required to be completed by such persons if accepting the Offer, respectively. See section 3 (How to Accept this Offer) for an explanation of which Certificate you should use.

**'Specified Percentage'** means 42% of each Class of the Shares not currently held or controlled by Zeta Energy, being the percentage that Zeta Energy is offering to acquire under this Offer, subject to any adjustments made in accordance with Rule 9(7) of the Takeovers Code. See paragraph 4.3 for more information.

**'Takeovers Code'** means the takeovers code recorded in the Takeovers Code Approval Order 2000 (SR 2000/210).

**'Takeovers Panel'** means the takeovers panel established by the Takeovers Act 1993.

**'Unconditional Date'** has the meaning given in paragraph 5.6 of this Offer Document.

**'Unpaid Amount'** means in respect of a Partly Paid Share the amount required to be paid in order for that Partly Paid Share to become a Fully Paid Share, and **'Unpaid Amounts'** has a corresponding meaning.

**'Zeta Associates'** means Zeta Energy, Zeta Resources, UIL Limited, Somers Limited, Bermuda Commercial Bank Limited, ICM Limited, Permanent Investments Limited, Duncan Saville, and PPP.

**'Zeta Energy'** means Zeta Energy Pte Limited.

**'Zeta Resources'** means Zeta Resources Limited.

1.2 In this Offer Document, unless the context requires otherwise:

- 1.2.1 except if expressly defined in this Offer Document, terms defined in the Takeovers Code have the same meaning in this Offer Document;
- 1.2.2 references to dollars and \$ are references to New Zealand dollars and all amounts payable under this Offer are payable in New Zealand dollars;
- 1.2.3 headings are for ease of reference only and will not affect the interpretation of this Offer Document, any Acceptance Form, or any Specified Holder Certificate;
- 1.2.4 references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it; and
- 1.2.5 the singular includes the plural and vice versa.

1.3 If there is an inconsistency between the terms and conditions of this Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 or the Takeovers Code (as applicable) will prevail.

## 2. Summary and explanation of Offer

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Zeta Energy Pte Limited (**'Zeta Energy'**) is making a partial takeover offer (the **'Offer'**) for ordinary shares (**'Shares'**) in New Zealand Oil & Gas Limited (**'NZO'**), including all rights, benefits, and entitlements attached to those Shares on, after, or by reference to the date on which Zeta Energy gave NZO notice pursuant to Rule 41 of the Takeovers Code of its intention to make the Offer (**'Notice Date'**).

The reasons Zeta Energy is making this Offer are set out in the Chairman's letter at the front of this document and we encourage you to read and carefully consider this letter.

Terms and details of the Offer are summarised in the below table.

NZO has issued 159,428,718 Fully Paid Shares which are all the Shares which are listed on NZX and held by members of the public and Zeta Energy and certain of the Zeta Associates.

NZO has also issued 8,420,000 Partly Paid Shares to NZOG Services Limited for the benefit of certain of its employees under the Employee Share Ownership Plan (**'ESOP'**). These Shares are not listed on NZX.

Both the Fully Paid Shares and the Partly Paid Shares carry voting rights but their voting rights are proportionate to the amount paid up.

The Takeovers Code requires Zeta Energy to extend the Offer to all holders of voting rights, and hence the Offer is being made to all Shareholders, but the terms offered to the holders of Partly Paid Shares differ slightly from those offered to the holders of Fully Paid Shares because they are only partly paid and because they are held under the ESOP.

The Fully Paid Shares and Partly Paid Shares are regarded as separate Classes for the purposes of the Takeovers Code and the Offer. Consequently, Zeta is obliged under Rule 22 of the Takeovers Code to obtain a report from an independent adviser which certifies that in the opinion of the adviser the Offer complies in this case with Rule 9(5) of the Takeovers Code which requires that the consideration and terms offered for each class of voting security are fair and reasonable as between the classes (**'Rule 22 Independent Report'**).

The Rule 22 Independent Report will accompany NZO's target company statement and certifies that in the opinion of the independent adviser the consideration and terms offered for each class of voting security (i.e. the Fully Paid Shares and the Partly Paid Shares) are fair and reasonable as between the classes.

The material difference between the terms offered to the two classes is that in the case of the Partly Paid Shares acceptances may be tendered subject to the condition that the Offer is declared unconditional. This means that the holders of the Partly Paid Shares are not required to pay up those Shares until they have the certainty that the Offer will proceed. Once the Offer is unconditional, the holders of Partly Paid Shares must arrange for the tendered Shares to be paid up, but this may occur through the application of the Offer Price (meaning that the amount to be paid up will be deducted from the Offer Price, with the balance of the Offer Price remaining after that deduction (if any) paid to the relevant Shareholder). Full details of the mechanisms for acceptance by the holders of Partly Paid Shares are set out below and in the Acceptance Form for Partly Paid Shares.

The table below summarises the Offer. The detailed terms appear later in this document.

<b>Offer Price for both Fully Paid Shares and Partly Paid Shares:</b>	72 cents per Share in cash.
<b>Date of Offer and opening date:</b>	5 September 2017

<b>Shares to which the Offer relates:</b>	<p>The Offer relates to:</p> <ul style="list-style-type: none"> <li>all the fully paid ordinary Shares in NZO ('<b>Fully Paid Shares</b>'); and</li> <li>all the partly paid ordinary Shares in NZO ('<b>Partly Paid Shares</b>'),</li> </ul> <p>and each holder of such Shares can accept the Offer subject to the terms set out in this document.</p> <p>Acceptances for the Partly Paid Shares may be tendered subject to the condition that the Offer is declared unconditional. The full terms applicable to the Partly Paid Shares are set out below.</p>
<b>Specified Percentage:</b>	<p>Zeta Energy's Offer is for 42% of each Class of Share that Zeta Energy does not currently hold or control.</p> <p>Zeta Energy is seeking this percentage as it will, if the Offer is successful, ensure that Zeta Energy will hold or control a majority of the voting rights in NZO.</p> <p>The exact percentage Zeta Energy holds or controls following the successful completion of the Offer will depend on the number of Partly Paid Shares that convert into Fully Paid Shares and in respect of which the Offer is accepted. The Specified Percentage may also automatically be adjusted as Partly Paid Shares convert to Fully Paid Shares during the Offer Period in accordance with Rule 9(7) of the Takeovers Code.</p> <p>See paragraph 4.3 for more information.</p>
<b>Minimum Entitlement:</b>	<p>Your Entitlement is calculated by multiplying the total number of Shares held by you in each Class by the Specified Percentage and rounding up to the nearest whole number.</p>
<b>Accepting more than your minimum Entitlement:</b>	<p><b>You may tender an acceptance for more than the minimum number we are offering to acquire from you. Indeed, you may accept for 100% of your Shares, but in the event we are successful in receiving acceptances for more than the targeted minimum, then acceptances will be scaled in the manner required by the Takeovers Code. Details are set out below under the heading 'Scaling of acceptances for more than the minimum entitlements'.</b></p>
<b>Closing Date:</b>	<p>The Offer closes at 11:59pm on 4 October 2017 (unless the Offer is extended, lapses in accordance with its terms, or is withdrawn with the consent of the Takeovers Panel).</p>
<b>Minimum Acceptance Condition:</b>	<p>The Offer is conditional on Zeta Energy receiving acceptances by no later than the Closing Date for that number of Shares that would, upon the Offer being declared unconditional and the relevant Shares being transferred to Zeta Energy, when taken together with the voting securities already held or controlled by Zeta Energy, confer more than 50% of the voting rights in NZO.</p>

<b>Overseas Investment Condition:</b>	<p>On 26 February 2016, Zeta Resources was granted consent under the Overseas Investment Act 2005 in respect of the Offer on the basis that it and Zeta Energy are overseas persons and the 'significant business assets' threshold test of that Act may be triggered.</p> <p>The consent permits Zeta Resources or its 100% subsidiary (including Zeta Energy) to carry out the Offer. The consent was varied on 3 February 2017.</p> <p>The Offer is conditional on NZO not having or acquiring (whether directly or indirectly) any rights or interests in any land or securities which would require separate consent under the Overseas Investment Act 2005 other than the 'significant business assets' threshold test, or if such rights or interests are held or acquired and the above Condition is waived, that a variation of Zeta Resources' existing consent or a new consent is obtained, as outlined in paragraph 5.2.</p>
<b>Pre-emptive rights Condition:</b>	<p>It is a Condition of this Offer that the making or completion of the Offer will not cause any pre-emptive rights in any Joint Ventures to be able to be exercised by the Joint Venture parties in relation to NZO's or any of its subsidiaries' interests in the Joint Ventures, or, if they are, that the other parties to the Joint Ventures, as the case may be, consent to a change of control of NZO and do not exercise any rights to acquire NZO's or its subsidiaries' interests in the Joint Ventures.</p>
<b>Shares must be fully paid:</b>	<p>All Shares in respect of which an acceptance is lodged must be fully paid at the time Zeta Energy pays for those Shares (or in the case of the Partly Paid Shares only, will be fully paid immediately following that payment by Zeta Energy).</p> <p>The mechanisms by which any Partly Paid Shares are fully paid through the acceptance process are set out below.</p>
<b>Brokerage:</b>	<p>No brokerage will be paid by any Shareholders who accept this Offer directly.</p>

### Acceptance mechanics for Partly Paid Shares

Acceptances by holders of Partly Paid Shares issued under the ESOP may be tendered partly paid pending the Offer being declared unconditional. If the Offer is not declared unconditional all Partly Paid Shares will remain subject to the ESOP and the original terms of their issue. At any time prior to the Offer being declared unconditional any such acceptances may be withdrawn by notice in writing. Any withdrawal notice must be received by Zeta Energy prior to the Offer being declared unconditional for that notice to be effective.

If the Offer is declared unconditional:

- acceptances by holders of Partly Paid Shares may not be withdrawn;

- the relevant holders of Partly Paid Shares will be notified by email of that number of Partly Paid Shares (after scaling) which will be acquired by Zeta Energy under the Shareholder's acceptance;
- it is a term of each contract which arises from acceptances by holders of Partly Paid Shares that the Partly Paid Shares to be acquired by Zeta Energy must be fully paid on acquisition by Zeta Energy;
- if the Unpaid Amounts in respect of the relevant Partly Paid Shares proposed to be acquired exceed the aggregate Offer Price, the relevant Shareholder must pay the excess to Link Market Services Limited within 5 days of being so notified (meaning that the Shareholder will need to pay the difference between the aggregate Offer Price and the Unpaid Amounts to Link Market Services Limited so that the Partly Paid Shares are fully paid on acquisition by Zeta Energy);
- if the relevant Shareholder does not pay the excess, Zeta Energy will be entitled to cancel the contract arising from the acceptance;
- Link Market Services Limited will pay the excess over the aggregate Offer Price received from the relevant Shareholder to NZO in part satisfaction of the Unpaid Amounts; and
- in all cases the relevant Shareholder will direct Zeta Energy to pay the aggregate Offer Price to Link Market Services Limited for on-payment to NZO in satisfaction of the Unpaid Amounts to the extent necessary, and where the Unpaid Amounts are less than the aggregate Offer Price Link Market Services Limited will pay the balance to the relevant Shareholder of Partly Paid Shares (i.e. the amount to be paid up will be deducted from the Offer Price, with the balance of the Offer Price remaining after that deduction (if any) paid to the relevant Shareholder).

### **Scaling of acceptances for more than the minimum entitlements**

As noted, Shareholders can tender acceptances for more than their Entitlement.

How many Shares you tender over and above the minimum Entitlement of 42% is a choice you need to make depending on your desire to 'take money off the table' now and how much you wish to ensure that the Offer succeeds. This involves a balancing exercise – you may be fully aligned with Zeta Energy's vision, but if you do not accept or accept only for the minimum number of Shares the certainty of the Offer's success is diminished.

If acceptances are received for more than the Specified Percentage of any of each Class, acceptances will be scaled in accordance with the Takeovers Code.

Holders of Partly Paid Shares are required to specify in the Specified Holder Certificate that accompanied the GREEN Acceptance Form provided to them in connection with the Offer the order in which their Partly Paid Shares are to be taken up if acceptances are scaled. This election will determine which Partly Paid Shares will be taken up first if scaling applies. See the GREEN Acceptance Form and Specified Holder Certificate for more information.

Shareholders who wish to maximise the number of their Shares to be sold under the Offer should accept for more than their minimum Entitlement.

This section is a summary only. Detailed terms of this Offer (including other Conditions) are stated on the following pages. Please read these carefully.

### 3. How to Accept this Offer

<p><b>Closing Date:</b></p>	<p>This Offer closes at 11:59pm on 4 October 2017 (unless the Offer is extended in accordance with the Takeovers Code, lapses in accordance with its terms, or is withdrawn with the consent of the Takeovers Panel).</p> <p>If you wish to accept this Offer, you should ensure that Zeta Energy receives your acceptance before the Closing Date.</p>
<p><b>How to Accept:</b></p>	<p>Complete the relevant enclosed Acceptance Form (see below) and, if applicable, Specified Holder Certificate, by following the instructions on those forms and then hand deliver, fax, email, or post the forms to:</p> <p><i>Hand deliver</i></p> <p>NZO Takeover Offer C/- Link Market Services Limited Level 11, Deloitte Centre 80 Queen Street Auckland New Zealand</p> <p><i>Fax</i></p> <p>Fax to +64 9 375 5990.</p> <p><i>Email</i></p> <p>To <a href="mailto:applications@linkmarketservices.com">applications@linkmarketservices.com</a>. Please type 'Zeta Acceptance' in the subject line of your email, for easy identification.</p> <p><i>Post</i></p> <p>NZO Takeover Offer C/- Link Market Services Limited PO Box 91976 Auckland 1142 New Zealand</p> <p>A reply-paid envelope is enclosed.</p> <p>If you fax or email your forms, you should post your original forms to the address above. However, if you do not, your email or fax acceptance will still be valid.</p> <p><b>If you hold your Shares on behalf of more than one person then you are a 'Specified Holder' and you must complete the applicable Specified Holder Certificate for the Offer and return it with your Acceptance Form as outlined above. There is a separate Specified Holder Certificate for each Class of Shares. If you</b></p>



	<p><b>fail to complete the required Specified Holder Certificate, your acceptance of the Offer in respect of the relevant Class is invalid.</b></p> <p>Zeta Energy will not provide you with any acknowledgement of receipt of your Acceptance Form(s) (or, if applicable, Specified Holder Certificate).</p>
<b>Which Acceptance Form to complete:</b>	<p>If you:</p> <ul style="list-style-type: none"> <li>• only hold Fully Paid Shares, please complete the BLUE Acceptance Form;</li> <li>• only hold Partly Paid Shares, please complete the GREEN Acceptance Form; or</li> <li>• hold both Fully Paid Shares and Partly Paid Shares, please complete BOTH Acceptance Forms but in each case only in relation to the Shares specified in the relevant form.</li> </ul> <p>The Offer Document you receive will be accompanied by the relevant Acceptance Forms, with your holdings in each Class (as recorded by NZO on 28 August 2017 ('<b>Record Date</b>')) already completed.</p>
<b>Acceptances for Partly Paid Shares:</b>	<p>If the Offer is declared unconditional, it is a term of each contract which arises from acceptances by holders of Partly Paid Shares that the Partly Paid Shares to be acquired by Zeta Energy (after scaling, if applicable) must be fully paid on acquisition by Zeta Energy (as described elsewhere in this Offer Document).</p>
<b>If you have sold all your Shares:</b>	<p>Please hand or send this Offer Document and all enclosures (including the Acceptance Form(s) and, if applicable, Specified Holder Certificate(s)) immediately to the purchaser of your Shares or to the broker through whom you made the sale requesting that this Offer Document and all enclosures be forwarded to the new Shareholder.</p>
<b>If you have sold some of your Shares:</b>	<p>Please alter the total holding on the relevant Acceptance Form and, if applicable, Specified Holder Certificate, and deliver the amended and completed forms as described above.</p>
<b>If you have lost your Acceptance Form(s) or Specified Holder Certificate(s):</b>	<p>Please contact Link Market Services Limited on +64 9 375 5998 or <a href="mailto:applications@linkmarketservices.com">applications@linkmarketservices.com</a> and they will send you a new Acceptance Form(s) and / or Specified Holder Certificate(s).</p>

## 4. Partial Takeover Offer for Shares in New Zealand Oil & Gas Limited

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- 4.1 **Zeta Energy's Holding and control:** Zeta Energy now holds or controls 27,831,121 Fully Paid Shares, and the Zeta Associates together hold or control a total of 33,802,947 Fully Paid Shares, amounting to 21.20% of NZO's Fully Paid Shares. Zeta Energy and the Zeta Associates do not hold or control any Partly Paid Shares. Under the Lock-Up Agreements, the Locked-Up Shareholders have agreed to accept the Offer in respect of their Shares (subject to the terms of the Lock-Up Agreements). Details of the Zeta Associates' Shareholdings are specified in paragraph 6 of Schedule 1, and the material terms of the Lock-Up Agreements are outlined in paragraph 8 of Schedule 1.
- 4.2 **Who is Zeta Energy?** Zeta Energy is a specialist oil and gas investment company, focused on the South-East Asian and Australasian regions. See the section headed 'Who are Zeta Energy and Zeta Resources?' at the start of this Offer Document for more information on Zeta Energy and Zeta Resources.
- 4.3 **Specified Percentage:** The Specified Percentage of each Class of Share which Zeta Energy is offering to acquire is 42% of the Shares in each Class that Zeta Energy does not already hold or control, subject to any adjustments made in accordance with Rule 9(7) of the Takeovers Code ('**Specified Percentage**'). If Zeta Energy acquires all of those Shares, it will hold or control more than 50% of the voting rights in NZO. In the event we are successful in receiving acceptances for more than the targeted minimum, acceptances for more than a Shareholder's Entitlement will be scaled in the manner required by the Takeovers Code. The exact percentage Zeta Energy will hold or control will depend on a number of factors, including the number of Partly Paid Shares that are paid up by any Shareholders that do not accept the Offer. See the table in clause 5(A) of Schedule 1 for more information.
- 4.4 **Closing Date:** This Offer is open for acceptance until 11:59pm on 4 October 2017 or any later date to which Zeta Energy may extend this Offer, as permitted by the Takeovers Code ('**Closing Date**'), unless the Offer lapses in accordance with its terms or is withdrawn with the consent of the Takeovers Panel.
- 4.5 **Price and Payment:** Subject to paragraph 4.6 below (which applies to Partly Paid Shares only):
- 4.5.1 Zeta Energy offers 72 cents in cash for each Share, subject to the Conditions set out in section 5 below and any adjustments in accordance with section 8.
- 4.5.2 The price payable to each person who accepts this Offer ('**Acceptor**') will be paid by cheque sent by mail or by electronic transfer of funds. Each Acceptor may elect one or other of those payment methods.
- 4.5.3 The price payable to Acceptors will be paid no later than seven days after the later of:
- (a) the date the Offer becomes unconditional;
  - (b) the date on which the Acceptor's acceptance is received by Zeta Energy; or
  - (c) the Closing Date.

See section 6 for more information on the method of settlement of the price payable to Acceptors.

4.6 **Partly Paid Shares:** The following provisions apply to acceptances in respect of Partly Paid Shares:

4.6.1 acceptances by holders of Partly Paid Shares issued under the ESOP may be tendered partly paid pending the Offer being declared unconditional. If the Offer is not declared unconditional all Partly Paid Shares will remain subject to the ESOP and the original terms of their issue. At any time prior to the Offer being declared unconditional any such acceptances may be withdrawn by notice in writing to Zeta Energy (provided that such withdrawal notice must be received by Zeta Energy prior to the Offer being declared unconditional for that notice to be effective); and

4.6.2 if the Offer is declared unconditional:

- (a) acceptances by holders of Partly Paid Shares may not be withdrawn;
- (b) the relevant holders of Partly Paid Shares will be notified by email of that number of Partly Paid Shares (after scaling) which will be acquired by Zeta Energy under the Shareholder's acceptance;
- (c) it is a term of each contract which arises from acceptances by holders of Partly Paid Shares that the Partly Paid Shares to be acquired by Zeta Energy must be fully paid on acquisition by Zeta Energy;
- (d) if the Unpaid Amounts in respect of the relevant Partly Paid Shares proposed to be acquired exceed the aggregate Offer Price, the relevant Shareholder must pay the excess to Link Market Services Limited in cleared funds within five days of being so notified by Zeta Energy;
- (e) if the relevant Shareholder does not pay the excess, Zeta Energy will be entitled to cancel the contract arising from the acceptance;
- (f) the relevant holder of Partly Paid Shares will be deemed to have irrevocably directed Link Market Services Limited to pay the excess paid to Link Market Services Limited to NZO in part satisfaction of the Unpaid Amounts; and
- (g) in all cases the relevant holder of Partly Paid Shares will be deemed to have irrevocably directed Zeta Energy to pay the aggregate Offer Price on behalf of the Shareholder to Link Market Services Limited for on-payment to NZO in satisfaction of the Unpaid Amounts to the extent necessary, and where the Unpaid Amounts are less than the Offer Price Link Market Services Limited will pay the balance to the relevant Shareholder of Partly Paid Shares in accordance with section 6.

4.7 **Shareholder withdrawal on failure to pay:** If the amount payable to an Acceptor is not paid to the Acceptor within the period specified in paragraph 4.5.3 the Acceptor may withdraw their acceptance of this Offer by written notice to Zeta Energy, but only:

4.7.1 after expiry of seven days' written notice to Zeta Energy of the Acceptor's intention to do so; and

4.7.2 if that Acceptor does not receive payment during that seven day period.

4.8 **Acceptances:** Information on how to accept this Offer is specified in section 3 (How to Accept this Offer). Zeta Energy may, in its discretion:

- 4.8.1 process an Acceptance Form as valid even though it does not specify the relevant Common Shareholder Number ('**CSN**') or does not comply with the instructions for acceptance on the Acceptance Form;
- 4.8.2 accept an Acceptance Form and/or Specified Holder Certificate received after the Closing Date but which bears a postmark or other evidence of postage or despatch on or prior to the Closing Date;
- 4.8.3 rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of the Offer and to facilitate registration of the transfer of Shares to Zeta Energy; or
- 4.8.4 subject to the Takeovers Code:
  - (a) treat any Specified Holder Certificate as valid even if that Specified Holder Certificate does not comply with any instructions on the Specified Holder Certificate; and
  - (b) rectify any errors in, or omissions from, any Specified Holder Certificate to enable that certificate to comply with rules 14B and 14D of the Takeovers Code and to facilitate the taking up of Shares in accordance with rule 14E of the Takeovers Code and paragraph 4.9.

#### 4.9 **Shares held on behalf of other persons:**

- 4.9.1 If you hold your Shares on behalf of more than one person then you are a '**Specified Holder**' and you **must** complete the relevant Specified Holder Certificate(s) for the Offer and return it to Zeta Energy with your Acceptance Form(s) as set out in section 3, so as to be received by Zeta Energy by no later than the Closing Date.
  - 4.9.2 If you fail to do so, your acceptance of the Offer is invalid. This applies regardless of whether the holdings are direct or indirect, whether you are a custodian or not, and the particular arrangements between you and the person on whose behalf you hold Shares. However, you do not need to complete and return a Specified Holder Certificate if you hold Shares for yourself or on behalf of only one other person.
  - 4.9.3 See the instructions on the relevant Specified Holder Certificate for more information as to whether you need to complete and return a Specified Holder Certificate for the Class of Shares you hold.
- 4.10 **Who may accept:** This Offer is open for acceptance by any holder of Shares, whether acquired before, on or after the date of this Offer, upon production of satisfactory evidence of the person's entitlement to those Shares, provided that all Shares that are being sold into this Offer are (or in the case of Partly Paid Shares, will be) fully paid up. Each acceptance must be free of conditions other than those set out in this Offer Document.
- 4.11 **Acceptances lacking clarity:** If an Acceptor fails to specify the number of Shares for which an Acceptance Form is completed, or the number of Shares to which the Acceptance Form relates is otherwise unclear for any reason, the Acceptor will be treated as accepting the Offer for all of the Shares held by that Acceptor in the Class to which the Acceptance Form relates.
- 4.12 **Contracts formed by acceptance:** Acceptance of this Offer by an Acceptor forms a contract between that Acceptor and Zeta Energy on the terms and subject to the conditions of this Offer and the Takeovers Code. An Acceptor may not withdraw their acceptance (whether or not there has been a variation of this Offer), except as set out

in paragraphs 4.6 and 4.7. Zeta Energy and every Acceptor are released from their obligations arising from acceptance of this Offer, if this Offer:

4.12.1 is withdrawn with the consent of the Takeovers Panel; or

4.12.2 lapses because a Condition (in section 5) is not satisfied or waived by the Unconditional Date specified in paragraph 5.6.

**4.13 Transfer of title:** Each Acceptor agrees as follows:

4.13.1 Legal and beneficial ownership of, and title to, the Shares which Zeta Energy takes up from the Acceptor under the Offer and the entitlements attaching to those Shares will pass and transfer to Zeta Energy, free of security interests, mortgages, liens, charges, encumbrances, or other adverse interests of any nature ('**Encumbrances**'), on payment of the price for those Shares in accordance with paragraph 4.5 and section 6.

4.13.2 The Acceptor must, on request by Zeta Energy, provide to Zeta Energy, the Registrar, or Link Market Services Limited satisfactory evidence of the Acceptor's entitlement to Shares for which the Acceptor has, or wishes to, accept the Offer and/or the full and immediately effective release and discharge of any and all Encumbrances over those Shares. Zeta Energy may treat the Acceptor's acceptance as invalid if the Acceptor does not comply with its obligations under this paragraph, and Zeta Energy is not obliged to notify the Acceptor that it has done so.

4.13.3 The Acceptor will not, and will not attempt or agree to, sell, transfer, grant an Encumbrance over or otherwise dispose of any interest in, or control over, any or all of the Shares for which the Acceptor accepts the Offer, except for acceptance of the Offer.

4.13.4 The Acceptor irrevocably authorises and instructs NZO and the Registrar to refuse, prior to the time at which:

- (a) legal and beneficial ownership of the Shares which Zeta Energy takes up from the Acceptor under the Offer passes to Zeta Energy under paragraph 4.13.1; or
- (b) the Acceptor is released from the Acceptor's obligations under the terms of this Offer,

to register any transfer of any or all of the Shares for which the Acceptor accepts the Offer, except for transfers of Shares to Zeta Energy in accordance with the terms of the Offer. The Acceptor agrees that NZO and the Registrar may rely on the authorisation set out in this paragraph, even if the Acceptor attempts to revoke the Acceptor's authorisation.

**4.14 Excess Acceptances and Scaling:**

4.14.1 A Shareholder may accept this Offer for all or any of their Shares. If, however, the Offer is accepted by Shareholders in any or each Class for more Shares than the Specified Percentage, acceptances will be scaled in the manner required by the Takeovers Code. Even if scaling applies, all accepting Shareholders will be entitled to have the Specified Percentage of their Shares taken up if the Offer is successful. The number of Shares that you may sell to Zeta Energy under the Offer will be determined by reference to the number of Shares that you hold on the Closing Date, as recorded in NZOG's share register. For example, if the Offer is successful:

- (a) any Shareholder who accepts the Offer in respect of the Specified Percentage, or a lesser percentage, of their Shares (and therefore chooses to sell those Shares) will have all of the Shares they have chosen to sell taken up under the Offer; and
- (b) the number of Shares taken up from any Shareholder who accepts the Offer for more than the Specified Percentage of their Shares will be determined as:
  - (i) the Specified Percentage of the Shareholder's Shares; plus
  - (ii) a proportion of the extra Shares the Shareholder has chosen to sell. This proportion will not be known until the Offer closes and all acceptances have been received, but will be calculated based on the number of additional Shares that Zeta Energy is seeking and the number of extra Shares over the Specified Percentage that other Shareholders wish to sell into the Offer.

4.14.2 Holders of Partly Paid Shares are required to specify in the Specified Holder Certificate that accompanied the GREEN Acceptance Form provided to them in connection with the Offer the order in which their Partly Paid Shares are to be taken up if acceptances are scaled. This election will determine which Partly Paid Shares will be taken up first if scaling applies. See the GREEN Acceptance Form and Specified Holder Certificate for more information.

4.14.3 If Zeta Energy receives one or more Specified Holder Certificates, Zeta Energy will take up Shares in accordance with rule 14E of the Takeovers Code. Rule 14E provides, in effect, that where a Specified Holder holds Shares on behalf of more than one person, in certain circumstances Zeta Energy must 'look through' to the person on whose behalf the Shares are held for the purposes of scaling calculations. The Takeovers Code provides that an acceptance under the Offer by a Specified Holder who has not provided a Specified Holder Certificate in accordance with Rule 14B of the Takeovers Code is invalid.

4.14.4 Scaling may result in Zeta Energy purchasing less than the number of Shares specified by an Acceptor in their Acceptance Form(s) but no less than a Shareholder's Entitlement (unless that Shareholder has elected to accept the Offer in respect of fewer Shares than that Shareholder's Entitlement).

4.15 **Warranties:** Each Acceptor warrants that:

- 4.15.1 it is the sole legal and beneficial owner of the Shares that it sells in response to this Offer (or it is the legal owner and has the necessary capacity and authority to accept the Offer in respect of those Shares);
- 4.15.2 each Acceptance Form presented by the Acceptor has been duly completed and executed, is free of conditions of acceptance (other than those set out in this Offer Document) and is binding on the Acceptor in accordance with its terms and the terms of the Offer;
- 4.15.3 legal and beneficial title to the Shares will pass to Zeta Energy free of mortgages, encumbrances and other adverse interests or claims of any nature, but together with all rights, benefits and entitlements attaching to them, including the right to all dividends, bonuses and other payments and distributions of any nature attaching to such Shares arising on, after, or by reference to, the Notice Date, on payment of the purchase price pursuant to paragraphs 4.5 and 4.6, and section 6;

- 4.15.4 all the Shares in respect of which the Acceptor is accepting the Offer have been (or in the case of Partly Paid Shares will be) fully paid up so no portion of the issue price of any Shares is (or will be) outstanding;
- 4.15.5 despite anything to the contrary in an Acceptance Form or Specified Holder Certificate, if the Acceptor is a joint holder of Shares (whether or not as a trustee of a trust) and an Acceptance Form and/or Specified Holder Certificate is signed by one or some, but not all, joint holders, then the Acceptor represents and warrants to Zeta Energy that:
- (a) the holder(s) who has/have signed the Acceptance Form and/or Specified Holder Certificate do(es) so on behalf of and as duly authorised agent(s) for the joint holder(s) who has/have not signed, that such authority has not been revoked, and that the acceptance and/or certificate is binding on the joint holder(s) who has/have not signed the Acceptance Form and/or Specified Holder Certificate; and
  - (b) if the Acceptor holds the relevant Shares as a trustee of a trust, the instrument constituting the trust permits the execution of the Acceptance Form and/or Specified Holder Certificate in the manner in which it was executed;
- 4.15.6 if the Acceptor does not return with its Acceptance Form(s) share certificates for all of its Shares for which it accepts the Offer (**'Uncertified Shares'**), the Acceptor:
- (a) represents and warrants to Zeta Energy that there are no share certificates for the Uncertified Shares or that the share certificates for the Uncertified Shares have been lost or destroyed; and
  - (b) agrees that NZO may rely on this warranty for the purposes of section 95(5) of the Companies Act 1993; and
- 4.15.7 if the Acceptor has:
- (a) completed and returned a Specified Holder Certificate, the Acceptor represents and warrants to Zeta Energy that the Specified Holder Certificate is true and correct and has been duly completed and executed; or
  - (b) not completed and returned a Specified Holder Certificate, the Acceptor represents and warrants to Zeta Energy that the Acceptor does not hold its Shares on behalf of more than one person.
- 4.16 **Brokerage fee:** Zeta Energy may choose to engage the services of one or more Primary Market Participants (in terms of the NZX Participant Rules) or other financial advisory firms (together, **'Brokers'**) to contact Shareholders and receive Acceptance Forms. If Zeta Energy chooses to do this, the key terms of the engagement will be as follows:
- 4.16.1 For each completed and valid Acceptance Form procured by a Broker, Zeta Energy may pay that Broker a handling or procurement fee in respect of the Shares subject to that Acceptance Form (**'Handling Fee'**). The amount of the Handling Fee will be 0.75% of the consideration payment by Zeta Energy under the Offer to the relevant Shareholder in respect of the Acceptance Form received. The Handling Fee will be subject to a maximum amount of \$500 for a single Acceptance Form, inclusive of GST, if any.
- 4.16.2 The Broker will be paid, and receive, the Handling Fee solely in connection with its services to Zeta Energy and must not, directly or indirectly, pass any

or all of the Handling Fee to an Acceptor, or share the Handling Fee with any Acceptor.

4.16.3 The payment of a Handling Fee to a Broker in respect of an Acceptance Form procured by that Broker is in all respects conditional on:

- (a) the Offer being declared unconditional by Zeta Energy;
- (b) the Shares which are the subject of that Acceptance Form (or such portion of those Shares determined in accordance with paragraph 4.14) being validly transferred to Zeta Energy; and
- (c) the Acceptance Form being delivered in accordance with section 3 and being stamped by the Broker (and only that Broker).

4.16.4 Zeta Energy may, in determining the Handling Fee payable to the Broker, aggregate and/or disregard any acceptance of the Offer procured by that Broker if Zeta Energy believes that a party has structured holdings of Shares for the purpose or with the effect of enabling parties to take advantage of the arrangements described in this paragraph 4.16.

4.16.5 Zeta Energy will determine, in its sole discretion, any disputes relating to the payment of a Handling Fee. The determination of Zeta Energy will be final and binding on all parties.

4.16.6 No Handling Fees are to be paid in respect of any Shares that are subject to a Lock-Up Agreement or are otherwise held by any Locked-Up Shareholder.

## 5. Conditions

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5.1 **Minimum Acceptance:** This Offer and any contract arising from acceptance of it is conditional upon Zeta Energy receiving acceptances by no later than the Closing Date for that number of Shares that would, upon this Offer being declared unconditional and the relevant Shares being transferred to Zeta Energy, when taken together with the voting securities already held or controlled by Zeta Energy confer more than 50% of the voting rights in NZO.

5.2 **Overseas Investment Act:** This Offer and any contract arising from acceptance of it are subject to:

5.2.1 NZO not owning as at the Notice Date, or acquiring between the Notice Date and the earlier Unconditional Date specified in paragraph 5.6.2, either directly or indirectly (such as via a subsidiary company), any rights or interests in any land or securities which would require separate consent under the Overseas Investment Act 2005 or a variation to Zeta Resources' existing consent; or

5.2.2 if NZO owns or acquires, either directly or indirectly, any such rights or interests resulting in a separate consent or a variation to Zeta Resources' existing consent being required and Zeta Energy waives the Condition set out in paragraph 5.2.1, Zeta Resources and Zeta Energy obtaining all such necessary consents required under the Overseas Investment Act 2005 and Overseas Investment Regulations 2005 for Zeta Energy to complete the acquisition of the Shares in accordance with the Offer, on terms which are usual for the granting of such consents or which are otherwise consistent with any intentions stated by Zeta Resources or Zeta Energy in the consent applications each has submitted or subsequently submits to the Overseas Investment Office in relation to the Offer.



The following paragraph explains this Condition in more detail. Pursuant to the consent granted on 26 February 2016 (as varied on 3 February 2017), Zeta Energy and Zeta Resources have obtained all necessary consents under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005 for Zeta Energy to complete the acquisition of the Shares in accordance with this Offer based on Zeta Energy being an overseas person and the 'significant business assets' threshold test of that Act potentially having been triggered but not the sensitive land provision. If the Offer constitutes an 'overseas investment in sensitive land', further consents will be required. Zeta Energy understands that NZO's subsidiary NZOG Taranaki Limited has submitted an application to the Overseas Investment Office for consent under the Overseas Investment Act 2005 in respect of that company's proposed acquisition of a 4% interest in the Kupe gas and light oil field ('**Kupe Acquisition**'), on the basis that the Kupe Acquisition would result in an 'overseas investment in sensitive land'. Zeta Energy understands that this application has not yet been processed. If the application was processed and, as a consequence or for any other reason, NZO acquired rights or interests in sensitive land which required such a further consent, Zeta Energy must decide whether to exercise its rights under paragraph 5.2.1 or alternatively waive that Condition and proceed to make an application for consent pursuant to paragraph 5.2.2 (but with the Offer remaining conditional on such consent being obtained).

**5.3 NZO's interests in Joint Ventures:** This Offer and any contract arising from acceptance of it are subject to the condition that the making or completion of the Offer will not cause any pre-emptive rights in any Joint Ventures to be able to be exercised by the Joint Venture parties in relation to NZO's or any of its subsidiaries' interests in the Joint Ventures, or, if they are, that NZO provides any notices to the other Joint Venture parties to or shareholders in the relevant Joint Venture or company, as the case may be, and those parties or shareholders consent to or approve a change of control of NZO, if required under the terms of the relevant agreement, and either waive or do not exercise any pre-emptive or other rights or options to acquire the interest of NZO or its subsidiaries in the relevant Joint Venture before the Unconditional Date.

**5.4 Substantial shareholders:** This Offer and any contract arising from acceptance of it are subject to the condition that, on the date before the Unconditional Date:

5.4.1 no person other than Zeta Energy, Zeta Resources, UIL Limited, Somers Limited, Bermuda Commercial Bank Limited, ICM Limited, Permanent Investments Limited, Duncan Saville, PPP, General Provincial Life Pension Fund Limited, Union Mutual Pension Fund Limited, Noblehouse International Trust Limited, any transferee of Shares held by any of those parties on the date of this Offer, or any person who holds Shares in the capacity of custodian or nominee (in this clause, '**Excluded Person**') holds or controls more than 15% of the Fully Paid Shares; and

5.4.2 no person other than an Excluded Person who, as at the Notice Date, held or controlled 5% or less of the Fully Paid Shares, holds or controls more than 10% of the Fully Paid Shares,

provided that, when determining the holding or control of a person (in this clause, '**Relevant Person**') for the purposes of this Condition:

5.4.3 any Fully Paid Shares held or controlled by the Relevant Person's associates (as defined in the Takeovers Code) other than an Excluded Person will be deemed to held or controlled (as applicable) by the Relevant Person; but

5.4.4 any Shares in respect of which a valid acceptance has been received in accordance with the terms of the Offer will be disregarded.

## 5.5 Other Conditions:

5.5.1 This Offer and any contract arising from acceptance of it are subject to the conditions that from the Notice Date until the Unconditional Date:

- (a) No dividends, bonuses or other payments or distributions (including, without limitation, any share buy backs) of any nature are or will be declared, paid, or made upon or in respect of, any of the Shares, provided that this Condition will not apply to the dividend of 4 cents per Share (fully imputed) declared on 29 August 2017 and payment of that dividend as per the announcement made by NZO on that date.
- (b) No action, claim, litigation or other form of proceedings that are or could be material to NZO or any of its subsidiaries are notified or commenced against, or by, NZO or any of its subsidiaries.
- (c) No action, claim, litigation or other form of proceedings that was not publicly notified or commenced prior to the date of this Offer, are threatened, notified or commenced against, or by, NZO or any of its subsidiaries involving a bona fide claim or bona fide claims together totalling in excess of \$2,000,000.
- (d) There not having occurred any event, change or condition that has had, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities or profitability of NZO and its subsidiaries, taken as a whole, provided that this Condition will not apply to the dividend of 4 cents per Share (fully imputed) declared on 29 August 2017 and payment of that dividend as per the announcement made by NZO on that date.
- (e) No shares, convertible securities or other equity securities of any nature of NZO or any of its subsidiaries, are issued, agreed to be issued or made the subject of any option or right to subscribe, including under the ESOP, except pursuant to a transaction (not being a transaction pursuant to the ESOP) between NZO and wholly owned subsidiaries of NZO, or between wholly owned subsidiaries of NZO.
- (f) There is no alteration of the rights, benefits, entitlements and restrictions attaching to any Shares (other than as a result of a Shareholder paying up Partly Paid Shares).
- (g) The business of NZO is carried out, in all material respects, in the ordinary course.
- (h) Neither NZO nor any of its subsidiaries terminates, breaches or otherwise fails to perform (in a material respect) any contract or arrangement which termination, breach or non-performance will have, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of NZO.
- (i) There is no alteration to the constitutional documents of NZO or its subsidiaries, other than amendments that are of a formal or technical, and not of a substantive, nature or amendments that facilitate the ability of Shareholders to accept the Offer.
- (j) There is no alteration to the terms of the ESOP.

- (k) Neither NZO nor any of its subsidiaries disposes of (or is deemed to have disposed of), purchases, transfers, leases, grants security interest over or otherwise deals with a legal or beneficial interest in, any asset, business operation, property or subsidiary, in each case, having a value of an amount in excess of NZ\$500,000 (either by a single act or series of related acts) and other than in the ordinary course of business, provided that this Condition will not apply to the dividend of 4 cents per Share (fully imputed) declared on 29 August 2017 and payment of that dividend as per the announcement made by NZO on that date.
- (l) Neither NZO nor any of its subsidiaries changes, or agrees to change, the remuneration or any other material terms of employment (including the terms of the ESOP) of any existing director, officer, employee or consultant currently earning more than \$100,000 per annum (except for ordinary wage or salary increases in accordance with its established review policy and conducted under the supervision of the board of NZO), or commences the employment or engagement of any person, at a rate of remuneration of more than \$180,000 per annum other than in the ordinary course of business.
- (m) No liquidator, receiver, receiver and manager, statutory manager or similar official is appointed in respect of NZO or any of its subsidiaries or any of their respective assets.
- (n) Neither NZO nor any of its subsidiaries is in breach of the terms of any current permit, licence, authority, warrant, consent, or approval from or issued by any authority including (without limitation) any government department, statutory, municipal or local body where that breach has, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of NZO or any of its subsidiaries.

5.5.2 Each Condition set out in section 5 is for the benefit of Zeta Energy and may be waived in whole or part by Zeta Energy at its absolute discretion, to the extent permitted by the Takeovers Code. Any waiver or consent given by Zeta Energy in respect of any matter or thing shall apply only in accordance with its terms and shall not constitute a waiver or consent in respect of any similar matter or thing.

5.5.3 Where any Condition set out in section 5 requires a determination as to whether the threshold of 'material' has been met, that determination will be made by a third party appointed by, but not associated with, Zeta Energy.

5.5.4 Each Condition set out in this section 5 is a separate condition subsequent, and acceptance of this Offer by each accepting Shareholder is a contract between that Shareholder and Zeta Energy subject to those Conditions. This Offer will only proceed if all Conditions in section 5 are satisfied or waived (in the case only of those Conditions capable of being waived).

5.6 **Last date to become unconditional:** The last date by which this Offer is to become unconditional ('**Unconditional Date**') is:

5.6.1 if the Condition set out in paragraph 5.2.2 applies and consent under the Overseas Investment Act 2005 and Overseas Investment Regulations 2005 is required, as outlined in that paragraph, 30 days; or

5.6.2 in any other case, 14 days,

after the Closing Date excluding, for the purposes of this paragraph, any extension of the Closing Date beyond 3 December 2017. If this Offer is not extended and the Offer period ends on 4 October 2017, then as at the date of this Offer, the latest date under the Takeovers Code by which Zeta Energy can declare this Offer unconditional is:

5.6.3 3 November 2017, if paragraph 5.6.1 applies and accordingly such consent is required; or

5.6.4 18 October 2017, if paragraph 5.6.2 applies,

on the basis that the Conditions in section 5 are satisfied or waived.

5.7 **Offer may lapse:** If this Offer does not become unconditional by the Unconditional Date, this Offer will lapse and Zeta Energy and every Acceptor will be released from their obligations under this Offer and the contract arising from acceptance of it.

5.8 **Reliance on conditions:** Zeta Energy will not allow the Offer to lapse:

5.8.1 in unreasonable reliance on a condition of the Offer; or

5.8.2 in reliance on a condition of the Offer that restricts NZO's activities in the ordinary course of NZO's business during the period that begins with the Notice Date and ends on the Unconditional Date.

## 6. Method of Settlement

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6.1 **Payment methods:** Subject to paragraph 6.2, if:

6.1.1 this Offer is declared unconditional; and

6.1.2 the acceptance of this Offer is in order and including all necessary information (including, where relevant, a completed Specified Holder Certificate),

then Zeta Energy will either send a New Zealand dollar cheque (by ordinary mail) or make an electronic transfer of cleared funds in either New Zealand dollars or Australian dollars to the Acceptor, at the election of the Acceptor, for the aggregate amount payable for the Shares sold by that Acceptor to Zeta Energy (calculated based on New Zealand 72 cents per Share). See the relevant Acceptance Form for further details regarding payment and the conversion of the amount payable to an Acceptor into Australian dollars.

6.2 **Payments in respect of Partly Paid Shares:** In the case of the Partly Paid Shares all payments under paragraph 6.1 will be made in the manner contemplated by paragraph 4.6.

6.3 **Cheque payment if no selection:** If an accepting Shareholder does not select a method of payment, or the details that it provides are not sufficient to make an electronic transfer in the currency chosen, then that Shareholder will be paid by New Zealand dollar cheque, if:

6.3.1 this Offer becomes unconditional; and

6.3.2 Zeta Energy receives a Shareholder's Acceptance Form and, where relevant, Specified Holder Certificate, that is in order and is accompanied by the relevant CSN (or any error or omission from the Acceptance Form or Specified Holder Certificate is rectified by Zeta Energy or is otherwise accepted by Zeta Energy as valid),

and Zeta Energy will have no liability to the relevant Acceptor for making payment by cheque pursuant to this paragraph.

- 6.4 **Registration of Share transfers:** If for any reason the transfer of Shares by an Acceptor to Zeta Energy (or, at Zeta Energy's discretion, its nominee) is rejected, Zeta Energy and the Acceptor will do all things and take all steps necessary to restore the parties to the position they would have been in had the Acceptor not accepted the Offer (including the Acceptor refunding any amounts paid for the Shares pursuant to these terms and conditions).
- 6.5 **No interest to be paid:** In no circumstances will Zeta Energy be liable to any Acceptors for interest on any payment due to an Acceptor.

## 7. Notices

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- 7.1 **Notice to regulators is notice to Shareholders:** Any of the following notices given to NZO, the Takeovers Panel, and NZX Limited will also comprise notice to all Offerees:
- 7.1.1 declaring this Offer unconditional;
  - 7.1.2 advising that this Offer is withdrawn;
  - 7.1.3 advising that a term of condition of this Offer has been waived; or
  - 7.1.4 advising that this Offer has lapsed.
- 7.2 **Audience for variations:** Notice of variations to this Offer will be sent to NZO, the Takeovers Panel, NZX Limited, and, except where not required in accordance with the Takeovers Code, to each Offeree under this Offer.
- 7.3 **Notices to Zeta Energy:** All notices to be given by Shareholders to Zeta Energy in connection with the Offer (including, in the case of Partly Paid Shareholders only, to revoke an acceptance of the Offer in accordance with this Offer Document) must be given to Link Market Services Limited at the addresses set out in section 3.

## 8. Changes of Circumstances

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- 8.1 If, on or after the Notice Date NZO declares or pays a dividend or makes any other distribution to Shareholders, and in the event the Condition in paragraph 5.5.1(a) is waived by Zeta Energy and the Offer is or becomes unconditional, Acceptors of this Offer will be bound to pay to Zeta Energy an amount equivalent to the cash amount of any dividend paid or the cash amount of such other distribution made or, at the option of Zeta Energy, the cash consideration which would otherwise have been paid to such Acceptors shall be reduced by an amount equivalent to the cash amount of such dividend paid or the cash amount of such other distribution made. For the avoidance of doubt, this clause will apply to the dividend of 4 cents per Share (fully imputed) declared on 29 August 2017 if the Shares to be taken up under the Offer are not transferred to Zeta Energy prior to 5:00pm on the record date for that dividend (currently 24 October 2017).
- 8.2 If, on or after the Notice Date, NZO authorises, declares or makes any issue of shares or debentures or convertible notes or voting securities or grants any other rights or interests in its Shares to its Shareholders by way of capitalisation of any part of its profits or reserves, and in the event the Condition in paragraph 5.5.1(e) is waived by Zeta Energy and the Offer is or becomes unconditional, Acceptors of this Offer will be bound to transfer such Shares or debentures or convertible notes or other rights and interests to Zeta Energy, without any additional consideration.

- 8.3 If all or any of the Shares are consolidated, subdivided or acquired by NZO on or after the Notice Date then this Offer will be interpreted to take into account such consolidation, subdivision or acquisition and will be deemed to be for the shares/securities resulting from such consolidation, subdivision or acquisition and the consideration per Share provided for under paragraph 4.5.1 will be increased or reduced, as the case may require, in proportion to such consolidation, subdivision or acquisition, and Acceptors will be bound to transfer such consolidated, subdivided or acquired shares to Zeta Energy on the basis of the consideration so increased or reduced.
- 8.4 If NZO makes any issue of Shares to any person on or after the Notice Date other than by way of capitalisation of any part of its profits or its reserves, then this Offer will be deemed to extend to and include such Shares and the consideration payable for them will be as provided in paragraph 8.3 above.

## **9. Information required by Takeovers Code and miscellaneous terms**

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- 9.1 Schedule 1 contains information required by Schedule 1 to the Takeovers Code.
- 9.2 This Offer may be varied by Zeta Energy in accordance with Rule 27 of the Takeovers Code or any exemption from Rule 27 granted under the Takeovers Act 1993.
- 9.3 This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand, and the parties to any such contract submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 9.4 The provisions set out in the Acceptance Forms and, if applicable, Specified Holder Certificate, are part of the terms of this Offer.
- 9.5 Zeta Energy will, at its discretion, determine all questions about Acceptance Forms, Specified Holder Certificates and related documents, including the validity, eligibility, time of receipt, and effectiveness, of an acceptance of the Offer. Zeta Energy's determination will be final and will bind you and all other persons. You may not challenge or appeal that determination.

## Schedule 1 - Information Required by Schedule 1 to the Takeovers Code

The information required by Schedule 1 to the Takeovers Code, and not stated elsewhere in this Offer Document, is set out below. Where any information required by Schedule 1 of the Takeovers Code is not applicable, no statement is made regarding that information. All of the following matters are stated as at the date of the Offer.

1. **Date:** This Offer is dated 5 September 2017.
2. **Offeror and its Directors:**
  - (a) The name and address of the offeror is:

Zeta Energy Pte Limited  
896 Dunearn Road  
#04-09 Sime Darby Centre  
Singapore  
589472
  - (b) The directors of Zeta Energy are Duncan Saville and Jonathan Chi.
3. **Target Company:** The target company is New Zealand Oil & Gas Limited ('NZO').
4. **Advice Statement:** The Advice Statement required by clause 4 of Schedule 1 of the Takeovers Code is set out on the cover of this Offer Document.
5. **Offer Terms:** The terms and conditions of the Offer are set out in this Offer Document, the Acceptance Forms and, if applicable, Specified Holder Certificates.
- 5(A). **Partial Offer:** The particulars of each Class sought by Zeta Energy are as follows:\*

Class	A	B	C	D	E
<b>Fully Paid Shares</b>	86,638,512 53.16%	79,790,431 50.01%	27,831,121 17.46%	55,270,991 42.00%	90,102,171 55.29%
<b>Partly Paid Shares</b>	0 0%	0 0%	0 0%	3,536,400 42.00%	0 0%

\* As set out in paragraph 4.6 of this Offer Document, it is a term of each contract which arises from acceptances by holders of Partly Paid Shares that the Partly Paid Shares to be acquired by Zeta Energy must be fully paid on acquisition by Zeta Energy. This means that any Partly Paid Shares accepted into the Offer will, by the time they are taken up by Zeta Energy, become Fully Paid Shares. Accordingly, Zeta Energy will not hold any Partly Paid Shares following successful completion of the Offer, and all Partly Paid Shares accepted into the Offer will become part of the Fully Paid Share Class on successful completion of the Offer, as shown in the above table.

For the purposes of the above table:

	<b>Number</b>	<b>Percentage</b>
<b>A is</b>	The number of voting securities of that Class that Zeta Energy would hold or control in NZO after successful completion of the Offer	The percentage of all voting securities of that Class that A represents
<b>B is</b>	The number of voting securities of that Class that Zeta Energy would hold or control in NZO if Zeta Energy receives acceptances in respect of the minimum number of voting securities required to satisfy the minimum acceptance condition included in the Offer under Rule 23	The percentage of all voting securities of that Class that B represents
<b>C is</b>	The number of voting securities of that Class that Zeta Energy already holds or controls in NZO	The percentage of all voting securities of that Class that C represents
<b>D is</b>	The number of voting securities of that Class sought by Zeta Energy	D expressed as a percentage of all voting securities of that Class not already held or controlled by Zeta Energy (being the specified percentage as calculated in accordance with Rule 9(6))
<b>E is</b>	The number that is the aggregate of A together with the number of voting securities in that Class held or controlled by the Zeta Associates	The percentage of all voting securities of that Class that E represents

The assumptions on which the above particulars are calculated are:

- (1) The particulars (including exercise prices) of the aggregate number of Partly Paid Shares issued and set out in the Class Notice are correct.
- (2) In respect of the Partly Paid Shares issued in the period subsequent to giving of the Class Notice, the records of the Companies Office are true and correct.
- (3) The Partly Paid Shares comprise a single Class.
- (4) The Zeta Associates accept the Offer in respect of their Shares, but acceptances are scaled in accordance with the Takeovers Code with the effect that only each Zeta Associate's Entitlement is taken up.
- (5) The only Partly Paid Shares that are paid up between the Notice Date and successful completion of the Offer (and which therefore form part of the Fully Paid Share Class on completion) are those that are accepted into the Offer.
- (6) For the purposes of A and E, all Shareholders accept the Offer and as a result Zeta Energy acquires the Specified Percentage of each other Shareholder's Shares in each Class.
- (7) For the purposes of B:
  - a. no Partly Paid Shares are accepted into the Offer; and



- b. the voting rights attaching to the Partly Paid Shares are equal to those attaching to 120,233.05 Fully Paid Shares (as Partly Paid Shares carry voting rights proportionate to the amount paid up).

- (8) For the purposes of E, the number of Shares disclosed at A has been added to the remainder of the Shares that the Zeta Associates would hold or control after successful completion of the Offer (i.e. both A and the number of voting securities in the Class held or controlled by the Zeta Associates have been calculated post-Offer).

**6. Ownership of Equity Securities of NZO:**

- (a) The table below sets out the number, designation and percentage of equity securities of any Class of NZO held or controlled by:
- (i) Zeta Energy;
  - (ii) any related company of Zeta Energy;
  - (iii) any person acting jointly or in concert with Zeta Energy;
  - (iv) any director of any of the persons described in paragraphs (i) to (iii); and
  - (v) any other person holding or controlling more than 5% of the Class, to Zeta Energy's knowledge.

Name	Description	Number of equity securities held or controlled	Type of equity security	Percentage of Class
Zeta Energy Pte Limited	Offeror and person holding or controlling more than 5% of Class	27,831,121**	Fully Paid Shares	17.46%**
PPP	Related company of the offeror	727,345	Fully Paid Shares	0.46%
Zeta Resources Limited	Related company of the offeror and person holding or controlling more than 5% of Class	27,831,121**	Fully Paid Shares	17.46%**
UIL Limited	Related company of the offeror and person holding or controlling more than 5% of Class	31,288,697**	Fully Paid Shares	19.63%**
General Provincial Life Pension Fund Limited	Related company of the offeror and person holding or controlling more than 5% of Class	31,288,697**	Fully Paid Shares	19.63%**

Union Mutual Pension Fund Limited	Related company of the offeror and person holding or controlling more than 5% of Class	31,288,697**	Fully Paid Shares	19.63%**
Noblehouse International Trust Limited	Person holding or controlling more than 5% of Class	31,288,697**	Fully Paid Shares	19.63%**
Bermuda Commercial Bank Limited	Related company of the offeror	2,514,250	Fully Paid Shares	1.58%
Somers Limited	Related company of the offeror	2,514,250**	Fully Paid Shares	1.58%**
ICM Limited	Related company of the offeror and person holding or controlling more than 5% of Class	33,802,947**	Fully Paid Shares	21.20%**
H & G Limited*	Person holding or controlling more than 5% of Class	14,663,357	Fully Paid Shares	9.20%
New Zealand Central Securities Depository Limited***	Person holding or controlling more than 5% of Class	52,130,894	Fully Paid Shares	32.70%
NZOG Services Limited****	Person holding or controlling more than 5% of Class	8,420,000	Partly Paid Shares	100.00%
Andrew William Jeffries****	Person holding or controlling more than 5% of Class	1,937,000	Partly Paid Shares	23.00%
Chris McKeown****	Person holding or controlling more than 5% of Class	489,000	Partly Paid Shares	5.81%
Michael Wright****	Person holding or controlling more than 5% of Class	636,000	Partly Paid Shares	7.55%
John Pagani****	Person holding or controlling more than 5% of Class	518,000	Partly Paid Shares	6.15%

\* All information in the above table relating to H & G Limited has been derived from information provided by H & G Limited.

\*\* The equity securities listed in the above table as being held or controlled by:

(a) Zeta Energy are the securities held directly by Zeta Energy and those owned by PPP, as Zeta Energy is the parent company of PPP;

- (b) Zeta Resources are the same securities owned by Zeta Energy and PPP, as Zeta Resources is the parent company of Zeta Energy;
- (c) UIL Limited, General Provincial Life Pension Fund Limited, Union Mutual Pension Fund Limited, and Noblehouse International Trust Limited are the securities held directly by UIL Limited and those owned by Zeta Energy and PPP, as UIL Limited is the parent company of Zeta Resources, General Provincial Life Pension Fund Limited is the parent company of UIL Limited, Union Mutual Pension Fund Limited is the parent company of General Provincial Life Pension Fund Limited, and Noblehouse International Trust Limited holds all of the shares in Union Mutual Pension Fund Limited in its capacity as trustee of the HH Stephens Trust;
- (d) Somers Limited are the same securities owned by Bermuda Commercial Bank Limited, as Somers Limited is the parent company of Bermuda Commercial Bank Limited; and
- (e) ICM Limited are the same securities held by PPP, Zeta Energy, UIL Limited, and Bermuda Commercial Bank Limited as ICM Limited is the investment adviser to or portfolio manager of Zeta Resources, UIL Limited, and Bermuda Commercial Bank Limited.

\*\*\* All information in the above table relating to New Zealand Central Securities Depository Limited has been derived from the share register provided by NZO pursuant to the Takeovers Code.

\*\*\*\* NZOG Services Limited holds these Partly Paid Shares pursuant to the terms of the ESOP, although the ESOP participants on behalf of whom Partly Paid Shares are held are entitled to direct the exercise of voting rights. All information in the above table relating to these persons has been derived from the 2016 Annual Report, information provided by NZO (in relation to the removal of John McIntyre Beggs as a person holding or controlling more than 5% of the Class from the version of the above table that was included in the Takeover Notice) and ongoing disclosure notices filed with NZX. As not all participants in the ESOP are subject to ongoing disclosure obligations with respect to their Shareholdings, it is possible that current holdings differ to those disclosed above.

To the knowledge of Zeta Energy, no other person holds or controls more than 5% of either Class.

All information in the table above is based on information known at the date of this Offer.

None of the persons described in paragraph 6(a)(i) to (iv) of this Schedule hold or control equity securities of NZO except as stated in the above table. In particular no such person holds or controls any Partly Paid Shares.

## 7. Trading in Shares:

Set out below is the information in respect of trading in NZO's equity securities required by clauses 7 to 7C of Schedule 1 of the Takeovers Code.

Name*	Description	Number**	Designation / Class	Consideration per Share**	Date
Zeta Energy Pte Limited***	Disposal	27,103,777	Fully Paid Shares	\$0.6272	12-05-2017
PPP***	Disposal	727,346	Fully Paid Shares	\$0.6272	12-05-2017
UIL Limited***	Disposal	3,457,576	Fully Paid Shares	\$0.6272	12-05-2017
Bermuda Commercial Bank Limited***	Disposal	2,514,250	Fully Paid Shares	\$0.6272	12-05-2017

\* being a person referred to in paragraphs 6(a)(i) to (iv).

\*\* in the case of multiple transactions on any day the number is a total for that day and the consideration is the weighted average consideration.

\*\*\* pursuant to a shareholder-approved capital return.

## 8. **Agreements to Accept Offer:**

Zeta Energy and each Locked-Up Shareholder have entered a Lock-Up Agreement under which each Locked-Up Shareholder agrees to accept the Offer (subject to the terms of the Lock-Up Agreement). The Locked-Up Shareholders hold 21,362,528 Fully Paid Shares (representing 13.40% of the Fully Paid Shares) and no Partly Paid Shares.

The material terms of each Lock-Up Agreement are:

- (a) Zeta Energy agrees that it will send a notice of takeover relating to the Offer in accordance with rule 41 of the Takeovers Code to NZO within three business days of the date of the Lock-Up Agreement.
- (b) Zeta Energy agrees to send the Offer to NZO shareholders no later than 30 days after giving the notice of takeover, unless the parties agree otherwise.
- (c) Zeta Energy is not required to give a notice of takeover or make the Offer if a material adverse change or event which would be reasonably likely to give rise to a material adverse change in relation to NZO occurs prior to the relevant date.
- (d) Zeta Energy agrees that the Offer will:
  - (i) be made at a price of not less than \$0.72 per Fully Paid Share;
  - (ii) be a partial offer for 41.955% of each Class of Share not already held or controlled by Zeta Energy;
  - (iii) be open for no less than 30 days;
  - (iv) be subject to the Conditions set out in paragraphs 5.1 to 5.6 of the Takeover Notice, as well as other conditions customary for takeover offers in New Zealand, including material adverse change; and
  - (v) require Zeta Energy to pay the purchase price for Shares as described in paragraph 4.5.3 of this Offer Document,

subject to any changes agreed between Zeta Energy and the relevant Locked-Up Shareholder (acting reasonably) before the date of this Offer. Between the date of the Takeover Notice and the date of this Offer, Zeta Energy agreed with each Locked-Up Shareholder that the Offer would be for the Specified Percentage of each Class of Share not already held or controlled by Zeta Energy, and that the Conditions set out in paragraphs 5.1 to 5.4 of this Offer Document would apply in place of those set out in paragraphs 5.1 to 5.6 of the Takeover Notice.

- (e) Each Locked-Up Shareholder agrees to accept the Offer with respect to its Shares no later than the date which is five business days after the date of despatch of this Offer Document to the Shareholders (or, if later, then on the business day on which the Offer Document is received by the relevant Locked-Up Shareholder).
- (f) Each Locked-Up Shareholder agrees that, unless:

- (i) the Lock-Up Agreement is terminated; or
- (ii) the Offer lapses; or
- (iii) the Offer is withdrawn in accordance with the Takeovers Code,

it will not sell, transfer, assign or otherwise dispose of, or offer or agree to sell, transfer assign or otherwise dispose of, its right and title to, and beneficial interest in (including granting an interest in or encumbering) any of its Shares, except to accept the Offer.

- (g) If Zeta Energy does not send the takeover notice to NZO, or this Offer Document to Shareholders, within the time periods outlined above, then the relevant Locked-Up Shareholder may elect to terminate the Lock-Up Agreement by written notice to Zeta Energy. Each Lock-up Agreement will also terminate automatically if the Offer lapses in accordance with its terms or is withdrawn by Zeta Energy in accordance with the Takeovers Code.
  - (h) Nothing in any Lock-Up Agreement gives Zeta Energy or any other party control of, or result in Zeta Energy holding, the voting rights (as defined in the Takeovers Code) attaching to the Locked-Up Shareholders' Shares and each Locked-Up Shareholder may exercise or control the exercise of such rights at its discretion until the relevant Shares are transferred to Zeta Energy under the Offer.
9. **Arrangements to pay Consideration:** Zeta Energy confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of this Offer and to pay any debts incurred in connection with this Offer (including the debts arising under sections 47 to 53 of the Takeovers Act 1993). A statement setting out the rights of each Offeree under Rule 34 of the Takeovers Code (to withdraw acceptances for non-payment by Zeta Energy) is set out in paragraph 4.7 of the terms and conditions of the Offer.
  10. **Arrangements between Zeta Energy and NZO:** No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Zeta Energy or any of its associates and NZO or any related company of NZO, in connection with, in anticipation of, or in response to, this Offer.
  11. **Arrangements between Zeta Energy and Directors and Officers of NZO:** No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Zeta Energy or any of its associates, and any of the directors or senior officers of NZO or of any related company of NZO (including any payments or other benefits proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, this Offer. However, Mr Duncan Saville, one of the Zeta Associates, is currently a director of NZO.
  12. **Financial Assistance:** No agreement or arrangement has been made, or is proposed to be made, under which NZO or any related company of NZO will give (directly or indirectly) financial assistance for the purpose of, or in connection with, this Offer.
  13. **Intentions about material changes to NZO:** If the Offer is successful, Zeta Energy will seek greater representation on the board of NZO (presently, Duncan Saville, a director of Zeta Energy, is a director of NZO). Zeta Energy has not yet finally determined what precise changes to the NZO business activities, material assets, or capital structure may be required, or what the optimal investment model is. Any changes will be the subject of discussion with the new board of NZO once the Offer becomes unconditional, however, as discussed in the Chairman's letter Zeta Energy wishes to establish a sufficient shareholding to exercise management control. It will

look to act as an active majority shareholder that encourages compelling value investing and with a low overhead cost base commensurate to NZO's reduced asset size and scale of activities, and to bring its expertise and influence to bear in helping with decisions on the extent of exploration and potential new investments and acquisitions. In addition, Zeta Energy will use its best endeavours to pursue the return of a further \$50m of capital to Shareholders within 6 months of becoming NZO's majority Shareholder, but noting that any such return will be subject to NZO shareholder approval and receipt by NZO of a binding ruling from the Commissioner of Inland Revenue confirming that the return of capital under a scheme of arrangement or otherwise would not be treated as a payment in lieu of a dividend for the purposes of the Income Tax Act 2007). The amount of the capital return sought may also be reduced by the cash amount of any dividend or distribution paid or made by NZO to Shareholders between the date of this Offer and the date the capital return is sought (including the dividend of 4 cents per Share (fully imputed) declared by NZO on 29 August 2017). The statement in this paragraph 13 is made under clause 14 of Schedule 1 of the Takeovers Code. Statements made under clause 14 of Schedule 1 of the Takeovers Code are consistent with any information that has been given by Zeta Energy to any regulatory body (in New Zealand or in an overseas jurisdiction) in relation to the Offer.

14. **Pre-emption Clauses in NZO's Constitution:** There is no restriction on the right to transfer any equity securities to which this Offer relates that:
  - (a) is contained in the constitution of NZO; and
  - (b) has the effect of requiring the holders of those securities to offer the securities for purchase to members of NZO or to any other person before transferring the securities.
15. **Escalation clauses:** There is no agreement or arrangement (whether legally enforceable or not), under which:
  - (a) any existing holder of equity securities in NZO will or may receive in relation to, or as a consequence of, this Offer any additional consideration or other benefit over and above the consideration set out in this Offer; or
  - (b) any prior holder of equity securities in NZO will or may receive any consideration or other benefit as a consequence of this Offer.
16. **Classes of financial products:** The consideration and terms offered for each Class of Shares have been calculated to be fair and reasonable as between the Classes (the Fully Paid Shares and the Partly Paid Shares) in compliance with Rule 9(5) of the Takeovers Code on the basis that the only aspects of the Offer which differ as between the Classes derive from the fact that the Partly Paid Shares are not fully paid whereas the Fully Paid Shares are fully paid. By requiring all Shares (including the Partly Paid Shares) to be fully paid up, Zeta Energy has ensured that all Shareholders are treated precisely the same as to the price offered and all disputes as to differing values to be ascribed to the Partly Paid Shares are eliminated.

The Partly Paid Shares have been issued to employees of NZO under the ESOP. The ESOP contemplates a change of control occurring in respect of NZO. Each participant in the ESOP can be presumed to have participated on a fully informed basis and have accepted that a takeover offer may give rise to an early opportunity to pay up the partly paid shares. If a participant chooses not to or is unable to pay up their Shares (and therefore cannot accept the Offer) they will continue to hold their Shares on the terms of the ESOP.

Zeta Energy determined that it would be unfair to the holders of Partly Paid Shares to require them to fully pay the Shares they wished to tender an acceptance for in advance of knowing that the Offer would be declared unconditional. To do so would


expose the holders of Partly Paid Shares to the risk that they unnecessarily arrange to finance and pay the unpaid amounts. Zeta Energy determined that the mechanism of allowing the Partly Paid Shares to be tendered subject to the condition that the Offer is declared unconditional would address this risk.

Zeta Energy has obtained a report from Simmons Corporate Finance Limited as an independent adviser concerning the fairness and reasonableness of the consideration and terms of the Offer in relation to the different Classes of Shares. A copy of Simmons Corporate Finance Limited's full report will be sent to Shareholders with NZO's target company statement. This Offer should be read in conjunction with Simmons Corporate Finance Limited's report and the report obtained by NZO and included with NZO's target company statement on the merits of the Offer.

17. **Certificate:** To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the offer document is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by Zeta Energy under the Takeovers Code.



Director of Zeta Energy



Director of Zeta Energy



Person fulfilling the role of Chief Executive Officer



Person fulfilling the role of Chief Financial Officer

**PARTIAL OFFER FOR VOTING SECURITIES IN NEW ZEALAND OIL & GAS LIMITED**

**BLUE ACCEPTANCE FORM (Only use for Fully Paid Shares)**

SHAREHOLDER (TRANSFEROR)

CSN / SHAREHOLDER NUMBER

NUMBER OF FULLY PAID ORDINARY NZO SHARES  
HELD AS AT 28 AUGUST 2017

MINIMUM ENTITLEMENT UNDER OFFER (NUMBER OF SHARES)

TOTAL CONSIDERATION (AT \$0.72 PER SHARE)  
FOR YOUR MINIMUM ENTITLEMENT

YOU CAN ACCEPT THE OFFER FOR AS MANY SHARES AS YOU WISH.

IF YOU ACCEPT YOUR MINIMUM ENTITLEMENT, AND THE OFFER IS DECLARED UNCONDITIONAL, ALL OF THOSE SHARES WILL BE TAKEN UP. IF YOU ACCEPT FOR MORE THAN YOUR MINIMUM ENTITLEMENT, AND THE OFFER IS DECLARED UNCONDITIONAL, THE NUMBER OF SHARES OVER YOUR MINIMUM ENTITLEMENT WILL DEPEND ON THE EXTENT OF SCALING REQUIRED AS A CONSEQUENCE OF OTHER ACCEPTANCES.

Please select the applicable option below to confirm the number of fully paid shares in New Zealand Oil & Gas Limited (**Fully Paid Shares** and **NZO**) in respect of which you accept the partial takeover offer by Zeta Energy Pte Limited (**Transferee**) dated 5 September 2017 (**Offer**).

I, AS HOLDER OF THE ABOVE FULLY PAID SHARES (Please tick one box):

☐ **ACCEPT** the Offer in respect of **ALL** of the Fully Paid Shares I hold.

☐ **ACCEPT** the Offer in respect of my **MINIMUM ENTITLEMENT** only.

☐ **ACCEPT** the Offer in respect of the **FOLLOWING NUMBER** of Fully Paid Shares:

(Please specify number)

**Note:** If you do not tick an option above, or the number of Fully Paid Shares to which this Acceptance Form relates is otherwise unclear for any reason, **you will be deemed to have accepted the Offer in respect of all the Fully Paid Shares held by you** and to have ticked the first box above.

**PLEASE REFER TO THE INSTRUCTIONS ON PAGE 3 FOR DIRECTIONS ON COMPLETING THIS ACCEPTANCE FORM.**

**IF YOU HOLD ANY PARTLY PAID SHARES UNDER THE EMPLOYEE SHARE OWNERSHIP PLAN, YOU SHOULD COMPLETE THE GREEN FORM IN RESPECT OF THOSE SHARES, AND THIS FORM ONLY FOR ANY FULLY PAID SHARES.**



**BY SIGNING THIS ACCEPTANCE FORM THE TRANSFEROR HEREBY:**

- (a) irrevocably accepts the Offer for the Fully Paid Shares described above held by the Transferor on the terms and conditions of the Offer;
- (b) subject to the terms and conditions of the Offer, transfers such Fully Paid Shares to the Transferee; and
- (c) as set out in this form, appoints the Transferee the attorney of the Transferor.

**METHOD OF PAYMENT**

Payment will be made either by New Zealand Dollar (NZD) cheque or by electronic transfer in either NZD or Australian Dollars (AUD) directly into the Transferor's bank account. Please select a Method of Payment by ticking the appropriate box below. Note that payments in NZD will only be made to a New Zealand bank account and payments in AUD will only be made to an Australian bank account.

Method of Payment (please tick one):

☐

**CHEQUE (NZD ONLY)**

☐

**ELECTRONIC TRANSFER (NZD or AUD)**

**Note:** If you do not select a Method of Payment, or the details that you provide are not sufficient to effect an electronic transfer in the currency you have chosen, you will be paid by NZD cheque.

**Electronic Transfer Details:** Please complete the details below if you wish to be paid by electronic transfer:

Currency of Payment (please tick one):

☐

**NZD**

☐

**AUD**

**To receive payment in NZD, please provide details of your New Zealand Bank Account**

Account Name:

\_\_\_\_\_

Bank

Branch

Account number

Suffix No.

**To receive payment in AUD, please provide details of your Australian Bank Account**

Account Name:

\_\_\_\_\_

BSB number

Account number

**SIGNATURE**

For an INDIVIDUAL HOLDER, JOINT HOLDERS, or ATTORNEY	For a COMPANY / BODY CORPORATE
<p><i>Signed by the Transferor(s):</i></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Signature</p>	<p><i>Signed by the Transferor(s) by:</i></p> <p>_____</p> <p>Director</p> <p>_____</p> <p>Director/Duly Authorised Person</p>
<p>Dated and executed the _____ day of _____ 2017</p>	

## NOTES AND INSTRUCTIONS FOR COMPLETION

- 1. TO ACCEPT THE OFFER:** Complete and sign this form where marked "Signed by the Transferor(s)". Companies must sign in accordance with the Companies Act 1993.
- 2. SHARES HELD BY SPECIFIED HOLDERS:** If your Fully Paid Shares are held through a nominee or another person who holds Fully Paid Shares on your behalf, advise that person that you wish to sell your Fully Paid Shares and instruct that person to complete, sign and return this Acceptance Form and the Specified Holder Certificate to the Transferee in accordance with the instructions set out below.
- 3. METHOD OF PAYMENT:** You should select a Method of Payment. If you do not, or if you do not provide sufficient details to enable an electronic transfer to you in the currency you have chosen, you will be paid by NZD cheque. You should take particular care to provide all information that is required to make an electronic transfer to you. If you do not, payment will be made by NZD cheque to you, and neither the Transferee nor Link Market Services has any responsibility to verify any such details. If you elect to be paid by electronic transfer you will need to make your own arrangements with your bank to ensure that your designated account is capable of receiving a funds transfer in your chosen currency. If you elect to be paid by electronic transfer in AUD, then the aggregate amount to be paid to you in NZD will be converted into AUD using the spot rate for buying AUD with NZD quoted by a reputable financial institution chosen by the Transferee three days before the date of payment.
- 4. JOINT HOLDERS:** If the Fully Paid Shares are registered in the names of joint holders, every one of the joint holders must sign the form.
- 5. SHARES HELD BY NOMINEES:** If your Fully Paid Shares are held through a nominee, advise your nominee that you wish to sell all or a part of your Fully Paid Shares and instruct your nominee to complete accordingly, sign and return the form to the Transferee in accordance with the instructions set out in this form.
- 6. POWER OF ATTORNEY:** If this form is signed under a power of attorney, the relevant power of attorney must be submitted with the form for noting and return, and the certificate printed below must be completed. Where such power of attorney has already been noted by Link Market Services then this fact must be stated under the signature of the attorney.
- 7. ON COMPLETION:** Either email, mail, hand deliver or fax this Form as provided for below as soon as possible, but in any event so as to be received not later than 11:59pm on the closing date for the Offer (which, at the date of the Offer, is 4 October 2017, but which may be extended in accordance with the Takeovers Code).

### NZO Takeover Offer c/- Link Market Services Limited

<b>Mail:</b> PO Box 91976, Auckland 1142	<b>Delivery:</b> Level 11, 80 Queen Street, Auckland
<b>Fax:</b> +64 9 375 5990	<b>Scan &amp; Email:</b> <a href="mailto:applications@linkmarketservices.com">applications@linkmarketservices.com</a> (Please use "Zeta Acceptance" as the subject of the email.)

- 8. PREVIOUS SALE:** If you have sold all your Fully Paid Shares, please pass this Acceptance Form together with the Offer documents to your share broker or the purchaser(s) of those Fully Paid Shares. If you have sold part of your shareholding, record that fact on this Acceptance Form by amending the number of Fully Paid Shares noted as being held by you on the face of this Acceptance Form.
- 9. SALE OF PART HOLDING ONLY:** If you want to accept the Offer for part of your holding only which is more or less than your minimum entitlement, please specify the number of shares you wish to sell in the space provided.
- 10. INTERPRETATION:** In this form references to the Transferor in the singular shall include the plural.

**IF YOU ARE IN ANY DOUBT ABOUT THE PROCEDURE FOR ACCEPTANCES, PLEASE CALL LINK MARKET SERVICES ON +64 9 375 5998**

**BY THE TRANSFEROR'S EXECUTION ON THE FACE OF THIS FORM, THE TRANSFEROR** hereby enters into a Power of Attorney in favour of the Transferee as follows:

As from the date of beneficial ownership, and title, to my/our Fully Paid Shares passing to the Transferee in accordance with the terms of the Offer, I/we hereby irrevocably authorise and appoint the Transferee (with power of substitution by the Transferee in favour of such person(s) as the Transferee may appoint to act on its behalf) as my/our attorney and agent to act for me/us and do all matters of any kind of nature whatsoever in respect of or pertaining to the Fully Paid Shares and all rights and benefits attaching to them as the Transferee may think proper and expedient and which I/we could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable Fully Paid Shares.

**SIGNING UNDER POWER OF ATTORNEY (IF APPLICABLE)**

**IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING MUST SIGN THE FOLLOWING CERTIFICATE OF NON- REVOCATION OF POWER OF ATTORNEY:**

**I/WE**

\_\_\_\_\_  
*(insert full name of attorney signing)*

**Of**

\_\_\_\_\_  
*(full address and occupation of attorney signing)*

**HEREBY CERTIFY:**

1. THAT by a Power of Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_, the Transferor named and described on the face of this Acceptance Form (**Donor**) appointed me his/her/its/their attorney on the terms and conditions set out in that Power of Attorney.
2. THAT I/we have executed the Acceptance Form printed on the face of this document as attorney under that Power of Attorney and pursuant to the powers thereby conferred upon me/us.
3. THAT at the date hereof I/we have not received any notice or information of any event revoking that Power of Attorney by the death (or winding up) of the Donor or otherwise.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Signature(s) of Attorney(s)**

\_\_\_\_\_  
**Note:** Your signature does not require witnessing.

**PARTIAL OFFER BY ZETA ENERGY PTE LIMITED FOR VOTING SECURITIES IN  
NEW ZEALAND OIL & GAS LIMITED (OFFER)**

**SPECIFIED HOLDER CERTIFICATE  
FULLY PAID SHARES**

(PLEASE COMPLETE AND ATTACH TO YOUR **BLUE** ACCEPTANCE FORM)

You **MUST** complete this Specified Holder Certificate (**Certificate**) if you intend to accept the Offer and you hold ordinary shares that are, as at 28 August 2017, FULLY PAID (**Fully Paid Shares**) in New Zealand Oil & Gas Limited (**NZO**), on behalf of **more than one person**.

**If you hold any shares under the employee share ownership plan that are, as at 28 August 2017, partly paid, on behalf of more than one person you should complete the Specified Holder Certificate provided with the GREEN acceptance form in respect of those shares, and this Certificate only for any Fully Paid Shares.**

If you hold Fully Paid Shares on behalf of more than one person and do not complete and return this Certificate to Zeta Energy Pte Limited (**Zeta Energy**) so that it is received no later than 11:59pm on 4 October 2017 (**Closing Date**), any Acceptance Form that you return in respect of your Fully Paid Shares will be invalid and you will be deemed not to have accepted the Offer in respect of any of your Fully Paid Shares.

For the purposes of this Certificate and the Takeovers Code:

- you are a **Specified Holder** if you hold Fully Paid Shares on behalf of more than one person (regardless of whether the holdings are direct or indirect, whether you are a custodian or not, and regardless of the particular arrangements between you and those you hold Fully Paid Shares on behalf of);
- each person on whose behalf you hold Fully Paid Shares is a **Specified Person**; and
- the **Specified Percentage** is 42%.

Capitalised terms that are not otherwise defined in this Certificate have the meaning given to them in the Offer Document that accompanies this Certificate.

**Further information regarding this Certificate is provided under the 'Questions and Answers' heading below.**

**COMPLETE THE FOLLOWING DETAILS:**

**Name of Specified Holder:** \_\_\_\_\_

Your CSN / Holder number (as stated on the enclosed BLUE acceptance form): \_\_\_\_\_

Enter the total number of <u>Fully Paid Shares</u> that you hold on behalf of Specified Persons	
Enter the total number of Specified Persons on whose behalf you hold <u>those Fully Paid Shares</u>	

If you hold Fully Paid Shares on behalf of more than 10 Specified Persons, please attach to this Certificate a schedule containing the required Pool A Table and Pool B Table information in respect of those additional Specified Persons.

**POOL A TABLE** – Complete the below Pool A Table only for the Specified Persons on whose behalf you either:

- (a) **are not** accepting the Offer in respect of any of the Fully Paid Shares that you hold on that Specified Person's behalf; or
- (b) are accepting the Offer for **less than or equal to the Specified Percentage** (42%) of the total number of Fully Paid Shares that you hold on behalf of that Specified Person.

Specified Person*	Total number of <u>Fully Paid Shares</u> that you hold on behalf of the Specified Person (A)	Number of the <u>Fully Paid Shares</u> that you hold on behalf of the Specified Person in respect of which you have been directed to accept the Offer (B)**	Percentage that the number of the <u>Fully Paid Shares</u> in respect of which you have been directed to accept the Offer is of the total number of <u>Fully Paid Shares</u> you hold on behalf of the Specified Person*** $((B \div A) \times 100)$
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
<b>TOTAL</b>			

\* You do not need to name the Specified Person.

\*\* If a Specified Person has directed you to not accept the Offer in respect of these Fully Paid Shares, write in 'nil'.

\*\*\* If this percentage is greater than the Specified Percentage (42%) then the Specified Person should not be included in this Pool A Table, but should instead be included in the Pool B Table.

**POOL B TABLE** – Complete this Pool B Table only for the Specified Persons on whose behalf you are accepting the Offer for **more than the Specified Percentage (42%)** of the total number of Fully Paid Shares that you hold on that Specified Person's behalf.

Specified Person	Total number of <u>Fully Paid Shares</u> that you hold on behalf of the Specified Person (A)	Number of the <u>Fully Paid Shares</u> that you hold on behalf of the Specified Person in respect of which you have been directed to accept the Offer (B)	Percentage that the number of the <u>Fully Paid Shares</u> in respect of which you have been directed to accept the Offer is of the total number of <u>Fully Paid Shares</u> you hold on behalf of the Specified Person** $((B \div A) \times 100)$
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

<b>TOTAL</b>		
--------------	--	--

\* You do not need to name the Specified Person.

\*\* If this percentage is less than or equal to the Specified Percentage (42%) then the Specified Person should not be included in this Pool B Table, but should instead be included in the Pool A Table.

## SIGN HERE

By signing this Certificate you represent, warrant, and certify that you hold Fully Paid Shares as a Specified Holder on behalf of Specified Persons, that the information in this Certificate (including any schedule attached to this Certificate) is true and correct, and that this Certificate has been duly completed and executed.

**Dated and signed** on the \_\_\_\_\_ day of \_\_\_\_\_ 2017

Daytime phone number should Link Market Services need to contact you in relation to this Certificate:

\_\_\_\_\_

SIGNATURE(S) FOR AN INDIVIDUAL/ATTORNEY/TRUSTEE	SIGNATURE(S) FOR A COMPANY

**ONLY COMPLETE THE FOLLOWING SECTION IF THE SPECIFIED HOLDER CERTIFICATE IS SIGNED UNDER A POWER OF ATTORNEY**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I \_\_\_\_\_ (full name of attorney) OF \_\_\_\_\_ (place and country of residence),  
 \_\_\_\_\_ (occupation), certify:

1. That by deed dated \_\_\_\_\_ (date), \_\_\_\_\_ (full name of donor (individual or corporate)), of \_\_\_\_\_ (place and country of residence/registered office) appointed me his / her / its attorney.
2. That I have not received notice of any event revoking the power of attorney.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_  
Signature and Name of Attorney

**Signatures:** Sign this Certificate where marked. Companies must sign in accordance with the Companies Act 1993 or other applicable law. If you hold Fully Paid Shares jointly with others all joint holders must sign this Certificate.

**Power of Attorney:** If this Certificate is signed under a power of attorney, the certificate of non-revocation printed on this Certificate must be completed by the party holding the Power of Attorney and signing this Certificate, unless the attorney is a body corporate, in which case the attorney must sign and attach a certificate of non-revocation of power of attorney in the form set out in the Property Law Act 2007. In either case, the relevant instrument appointing the attorney must be submitted for noting and return.

**QUESTION AND ANSWERS**

**Do I need to complete this Certificate?**

If you hold your Fully Paid Shares on behalf of more than one person (e.g. as a trustee corporation, nominee company, or bare trustee) then you are a **Specified Holder** for the purposes of the Takeovers Code and each person on whose behalf you hold Fully Paid Shares is a **Specified Person**.

If you are a Specified Holder, you **MUST** complete this Certificate and return it to Zeta Energy with your BLUE Acceptance Form so that it is received by Zeta Energy by no later than 11:59pm on the Closing Date (4 October 2017). You must complete this Certificate regardless of:

- whether the holdings are direct or indirect;
- whether you are a custodian or not; or
- the particular arrangements between you and the Specified Person.

You do **NOT** need to complete and return this Certificate if you hold Fully Paid Shares:

- for yourself or in a joint holding (unless you jointly hold Fully Paid Shares on behalf of more than one person);
- on behalf of only one other person;
- if you are the trustee of a discretionary family trust (see below); or
- if you do not intend to accept the Offer in respect of any of the Fully Paid Shares you hold.

If you hold shares in NZO (**Shares**) that are, as at 28 August 2017, partly paid (**Partly Paid Shares**), as a Specified Holder then any acceptance of the Offer in respect of those Partly Paid Shares must be accompanied by a Partly Paid Shares Specified Holder Certificate.

**Do I need to complete this Certificate if I am a trustee of a family trust?**

If you are a trustee of a discretionary family trust and the trust deed or governing document for the trust does not provide the beneficiaries of the family trust with any beneficial interest in the Fully Paid Shares held by the trustee or trustees of the trust (other than as discretionary beneficiaries), then you do **NOT** need to complete and return this Certificate. If the trust arrangements are

such that separate beneficiaries of the trust can direct the trustees as to whether to accept the Offer for that beneficiary's portion of the Fully Paid Shares, then this Certificate must be completed and returned to Zeta Energy if the Offer is accepted.

#### **What happens if I fail to complete and return this Certificate by 11:59pm on the Closing Date?**

If, as a Specified Holder, you fail to complete this Certificate and return it to Zeta Energy with your BLUE Acceptance Form so that it is received by Zeta Energy by no later than 11:59pm on the Closing Date (4 October 2017), any Acceptance Form that you return in respect of the Fully Paid Shares you hold will be invalid and you will be deemed not to have accepted the Offer in respect of **any** of those shares.

#### **Why is this Certificate required?**

This Certificate is required under rules 14A to 14D of the Takeovers Code.

The Offer is a partial offer for 42% (**Specified Percentage**) of each class of Shares not already owned or controlled by Zeta Energy (there are two classes – Fully Paid Shares and Partly Paid Shares). If the Offer is accepted in respect of more Shares than are sought by Zeta Energy, the scaling provisions in rule 12 of the Takeovers Code determine the number of Shares that Zeta Energy must take up from each shareholder of NZO who has accepted the Offer in excess of the Specified Percentage of their Shares.

In order to ensure that persons who have their Shares held for them by another person are not unfairly prejudiced by those scaling provisions, rule 14E of the Takeovers Code requires Zeta Energy to 'look through' the holding of a Specified Holder and treat Specified Persons as if those Specified Persons held the Shares directly, based on the information that is required to be disclosed in this Certificate.

#### **How/where do I deliver this Certificate?**

Either mail, deliver, fax or email this Certificate attached to the BLUE Acceptance Form (as provided for below) so that it is received by Zeta Energy on or before 11:59pm on the Closing Date (4 October 2017).

**MAIL:** Place the completed and signed Certificate and Acceptance Form in the enclosed prepaid envelope and send by post to the following address:

NZO Takeover Offer  
C/- Link Market Services Limited  
PO Box 91976  
Auckland 1142

**DELIVER:** Deliver the completed and signed Certificate and Acceptance Form to Zeta Energy, at the following address:

NZO Takeover Offer  
C/- Link Market Services Limited  
Level 11, Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand

**NOTE:** These offices are only open on weekdays during normal business hours (8.00 am to 5.30 pm).

**FAX:** Fax the completed and signed Certificate and Acceptance Form to NZO Takeover Offer, c/- Link Market Services Limited on +64 9 375 5990.

**EMAIL:** Email the completed and signed Certificate and Acceptance Form to Zeta Energy at [applications@linkmarketservices.com](mailto:applications@linkmarketservices.com) (Please type 'Zeta Acceptance' in the subject line for easy identification)

**IF YOU ARE IN DOUBT ABOUT HOW TO COMPLETE THIS CERTIFICATE OR THE PROCEDURE FOR ACCEPTANCE,  
PLEASE CALL LINK MARKET SERVICES ON +64 9 375 5998.**



**PARTIAL OFFER FOR VOTING SECURITIES IN NEW ZEALAND OIL & GAS LIMITED**  
**GREEN ACCEPTANCE FORM** (Use this form to accept in respect of Partly Paid Shares)

SHAREHOLDER (TRANSFEROR)

CSN / SHAREHOLDER NUMBER

TOTAL NUMBER OF PARTLY PAID ORDINARY NZO SHARES  
HELD AS AT 28 AUGUST 2017

MINIMUM ENTITLEMENT UNDER OFFER (NUMBER OF SHARES)  
HELD AS AT 28 AUGUST 2017

TOTAL CONSIDERATION (AT \$0.72 PER SHARE)  
FOR YOUR MINIMUM ENTITLEMENT

YOU CAN ACCEPT THE OFFER FOR AS MANY SHARES AS YOU WISH.

IF YOU ACCEPT YOUR MINIMUM ENTITLEMENT, AND THE OFFER IS DECLARED UNCONDITIONAL, ALL OF THOSE SHARES WILL BE TAKEN UP. IF YOU ACCEPT FOR MORE THAN YOUR MINIMUM ENTITLEMENT, AND THE OFFER IS DECLARED UNCONDITIONAL, THE NUMBER OF SHARES OVER YOUR MINIMUM ENTITLEMENT WILL DEPEND ON THE EXTENT OF SCALING REQUIRED AS A CONSEQUENCE OF OTHER ACCEPTANCES.

The information provided to Zeta Energy Pte Limited (**Transferee**) by New Zealand Oil & Gas Limited (**NZO**) records that you hold on behalf of others the number of shares noted above in NZO that are, as at 28 August 2017, partly paid (**Partly Paid Shares**).

Please:

- complete the Specified Holder Certificate accompanying this Acceptance Form in respect of the Partly Paid Shares you hold;
- complete the first table below to confirm the total number of Partly Paid Shares in respect of which you accept the partial takeover offer by the Transferee dated 5 September 2017 (**Offer**), as well as the total number of Partly Paid Shares falling into each of Pool A and Pool B (see the Specified Holder Certificate for further details regarding the Pools); and
- in respect of Pool A only, complete the table overleaf to confirm the details of the Partly Paid Shares falling into that Pool.

TOTAL NUMBER of Partly Paid Shares in respect of which the Offer is accepted:	
Total number of Partly Paid Shares <u>IN POOL A</u> in respect of which the Offer is accepted:	
Total number of Partly Paid Shares <u>IN POOL B</u> in respect of which the Offer is accepted:	

**In respect of those Partly Paid Shares falling into Pool A:**

Issue Date	Final Date	Revised Final Date (if applicable)	Issue Price	Revised Issue Price (if applicable)	Number of Partly Paid Shares

**NB:** If the details of all Partly Paid Shares in Pool A will not fit in the above table, please attach to this Acceptance Form a schedule containing the required information outlined in the table above in respect of the additional Partly Paid Shares.

**Notes:**

1. It is a term of each contract which arises from acceptances by holders of Partly Paid Shares that the Partly Paid Shares to be acquired by the Transferee must be fully paid on acquisition by the Transferee. This means that you can tender your Partly Paid Shares as partly paid, and can withdraw your acceptance prior to the Offer being declared unconditional, in accordance with the terms of the Offer. After the Offer is declared unconditional you cannot withdraw your acceptance. After being notified by the Transferee of the number of your Partly Paid Shares to be taken up (if the Offer is declared unconditional) you must ensure those Partly Paid Shares are fully paid up as outlined in the terms of the Offer. In other words, the amount to be paid up for each Partly Paid Share to be acquired will be deducted from the Offer price. If the amount to be paid up exceeds the Offer price, you will be required to pay the balance.
2. See the Specified Holder Certificate for the details required in respect of Partly Paid Shares falling into Pool B.

**PLEASE REFER TO THE INSTRUCTIONS ON PAGE 4 FOR DIRECTIONS ON COMPLETING THIS ACCEPTANCE FORM. IF YOU HOLD ANY FULLY PAID SHARES, YOU SHOULD COMPLETE THE BLUE FORM IN RESPECT OF THOSE SHARES, AND THIS FORM ONLY FOR ANY PARTLY PAID SHARES.**

**BY SIGNING THIS ACCEPTANCE FORM THE TRANSFEROR HEREBY:**

- (a) accepts the Offer for the Partly Paid Shares described above held by the Transferor on the terms and conditions of the Offer;
- (b) subject to the terms and conditions of the Offer, transfers such Partly Paid Shares to the Transferee; and
- (c) as set out in this form, appoints the Transferee the attorney of the Transferor.

**METHOD OF PAYMENT**

Payment will be made either by New Zealand Dollar (NZD) cheque or by electronic transfer in either NZD or Australian Dollars (AUD) directly into the Transferor's bank account. Please select a Method of Payment by ticking the appropriate box below. Note that payments in NZD will only be made to a New Zealand bank account and payments in AUD will only be made to an Australian bank account.

**Method of Payment** (please tick one):

☐

**CHEQUE (NZD ONLY)**

☐

**ELECTRONIC TRANSFER (NZD or AUD)**

**Note:** If you do not select a Method of Payment, or the details that you provide are not sufficient to effect an electronic transfer in the currency you have chosen, you will be paid by NZD cheque.

**Electronic Transfer Details:** Please complete the details below if you wish to be paid by electronic transfer:

**Currency of Payment** (please tick one):

☐

**NZD**

☐

**AUD**

**To receive payment in NZD, please provide details of your New Zealand Bank Account**

Account Name: \_\_\_\_\_

Bank	Branch	Account number	Suffix No.																	
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**To receive payment in AUD, please provide details of your Australian Bank Account**

Account Name: \_\_\_\_\_

BSB number	Account number																
<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										

**PAYMENT OF UNPAID AMOUNTS (WHERE APPLICABLE)**

As set out in the Offer terms, if the Offer is declared unconditional:

- you will be notified by email of the number of your Partly Paid Shares (after scaling) which will be acquired by the Transferee under your acceptance; and
- if the Unpaid Amount in respect of any of your Partly Paid Shares proposed to be acquired exceeds the Offer price, you must pay the excess to Link Market Services Limited in cleared funds within five days of being so notified by the Transferee (meaning that you will need to pay the difference between the Offer price and Unpaid Amount to Link Market Services Limited so that the Partly Paid Shares are fully paid on acquisition by the Transferee).

For Partly Paid Shares falling into Pool B, you will be notified of the number of Partly Paid Shares in each tranche specified in the Specified Holder Certificate to be taken up in respect of each relevant Specified Person. If the Offer is successful, all Partly Paid Shares falling into Pool A will be taken up. You will be notified of the Share Registrar's payment details if you are required to pay the excess in respect of any of your Partly Paid Shares. The consequences of non-payment are set out in the Offer terms.

**Email address:** Please specify your email address for the purposes of notification as outlined above.

Email address: \_\_\_\_\_

By providing the above email address, you consent to the above notification (if applicable) being given to you in electronic form by email to the that email address. If you do not provide an email address, or your email address is otherwise unclear for any reason, you will be deemed to have agreed to the Transferee providing that notice to [enquiries@nzog.com](mailto:enquiries@nzog.com).

**SIGNATURE**

For an INDIVIDUAL HOLDER, JOINT HOLDERS, or ATTORNEY	For a COMPANY / BODY CORPORATE
Signed by the Transferor(s): _____ Signature _____ Signature	Signed by the Transferor(s) by: _____ Director _____ Director/Duly Authorised Person
Dated and executed the _____ day of _____ 2017	

## NOTES AND INSTRUCTIONS FOR COMPLETION

- 1. TO ACCEPT THE OFFER:** Complete and sign this form where marked "Signed by the Transferor(s)". Companies must sign in accordance with the Companies Act 1993.
- 2. SHARES HELD BY SPECIFIED HOLDERS:** As your Partly Paid Shares are held through a nominee or another person who holds Partly Paid Shares on your behalf, you need to advise that person that you wish to sell your Partly Paid Shares and instruct that person to complete, sign and return this Acceptance Form and the Specified Holder Certificate to the Transferee in accordance with the instructions set out below.
- 3. METHOD OF PAYMENT:** You should select a Method of Payment. If you do not, or if you do not provide sufficient details to enable an electronic transfer to you in the currency you have chosen, you will be paid by NZD cheque. You should take particular care to provide all information that is required to make an electronic transfer to you. If you do not, payment will be made by NZD cheque to you, and neither the Transferee nor Link Market Services has any responsibility to verify any such details. If you elect to be paid by electronic transfer you will need to make your own arrangements with your bank to ensure that your designated account is capable of receiving a funds transfer in your chosen currency. If you elect to be paid by electronic transfer in AUD, then the aggregate amount to be paid to you in NZD will be converted into AUD using the spot rate for buying AUD with NZD quoted by a reputable financial institution chosen by the Transferee three days before the date of payment.
- 4. JOINT HOLDERS:** If the Partly Paid Shares are registered in the names of joint holders, every one of the joint holders must sign the form.
- 5. SHARES HELD BY NOMINEES:** If your Partly Paid Shares are held through a nominee, advise your nominee that you wish to sell all or a part of your Partly Paid Shares and instruct your nominee to complete accordingly, sign and return the form to the Transferee in accordance with the instructions set out in this form.
- 6. POWER OF ATTORNEY:** If this form is signed under a power of attorney, the relevant power of attorney must be submitted with the form for noting and return, and the certificate printed below must be completed. Where such power of attorney has already been noted by Link Market Services then this fact must be stated under the signature of the attorney.
- 7. ON COMPLETION:** Either email, mail, hand deliver or fax this Form as provided for below as soon as possible, but in any event so as to be received not later than 11:59pm on the closing date for the Offer (which, at the date of the Offer, is 4 October 2017, but which may be extended in accordance with the Takeovers Code).

### NZO Takeover Offer c/- Link Market Services Limited

<b>Mail:</b> PO Box 91976, Auckland 1142	<b>Delivery:</b> Level 11, 80 Queen Street, Auckland
<b>Fax:</b> +64 9 375 5990	<b>Scan &amp; Email:</b> <a href="mailto:applications@linkmarketservices.com">applications@linkmarketservices.com</a> (Please use "Zeta Acceptance" as the subject of the email.)

- 8. PREVIOUS SALE:** If you have sold or otherwise transferred all your Partly Paid Shares, please pass this Acceptance Form together with the Offer documents to your share broker or the purchaser(s)/transferee(s) of those Partly Paid Shares. If you have sold or otherwise transferred part of your shareholding, record that fact on this Acceptance Form by amending the number of Partly Paid Shares noted as being held by you on the face of this Acceptance Form.
- 9. SALE OF PART HOLDING ONLY:** If you want to accept the Offer for part of your holding only, please specify the number of shares you wish to sell in the space(s) provided.
- 10. INTERPRETATION:** In this form references to the Transferor in the singular shall include the plural.

**IF YOU ARE IN ANY DOUBT ABOUT THE PROCEDURE FOR ACCEPTANCES, PLEASE CALL LINK MARKET SERVICES ON +64 9 375 5998**

**BY THE TRANSFEROR'S EXECUTION ON THE FACE OF THIS FORM, THE TRANSFEROR** hereby enters into a Power of Attorney in favour of the Transferee as follows:

As from the date of beneficial ownership, and title, to my/our Partly Paid Shares passing to the Transferee in accordance with the terms of the Offer, I/we hereby irrevocably authorise and appoint the Transferee (with power of substitution by the Transferee in favour of such person(s) as the Transferee may appoint to act on its behalf) as my/our attorney and agent to act for me/us and do all matters of any kind of nature whatsoever in respect of or pertaining to the Partly Paid Shares and all rights and benefits attaching to them as the Transferee may think proper and expedient and which I/we could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable Partly Paid Shares.

**SIGNING UNDER POWER OF ATTORNEY (IF APPLICABLE)**

**IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING MUST SIGN THE FOLLOWING CERTIFICATE OF NON- REVOCATION OF POWER OF ATTORNEY:**

**I/WE**

\_\_\_\_\_  
*(insert full name of attorney signing)*

**Of**

\_\_\_\_\_  
*(full address and occupation of attorney signing)*

**HEREBY CERTIFY:**

1. THAT by a Power of Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_, the Transferor named and described on the face of this Acceptance Form (**Donor**) appointed me his/her/its/their attorney on the terms and conditions set out in that Power of Attorney.
2. THAT I/we have executed the Acceptance Form printed on the face of this document as attorney under that Power of Attorney and pursuant to the powers thereby conferred upon me/us.
3. THAT at the date hereof I/we have not received any notice or information of any event revoking that Power of Attorney by the death (or winding up) of the Donor or otherwise.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Signature(s) of Attorney(s)**

\_\_\_\_\_  
**Note:** Your signature does not require witnessing.

**PARTIAL OFFER BY ZETA ENERGY PTE LIMITED FOR VOTING SECURITIES IN  
NEW ZEALAND OIL & GAS LIMITED (OFFER)**

**SPECIFIED HOLDER CERTIFICATE  
PARTLY PAID SHARES**

(PLEASE COMPLETE AND ATTACH TO YOUR **GREEN** ACCEPTANCE FORM)

You **MUST** complete this Specified Holder Certificate (**Certificate**) if you intend to accept the Offer and you hold ordinary shares that are, as at 28 August 2017, **PARTLY PAID (Partly Paid Shares)** in New Zealand Oil & Gas Limited (**NZO**), on behalf of **more than one person**.

**If you hold any shares that are, as at 28 August 2017, fully paid, on behalf of more than one person you should complete the Specified Holder Certificate provided with the BLUE acceptance form in respect of those shares, and this Certificate only for any Partly Paid Shares.**

If you hold Partly Paid Shares on behalf of more than one person and do not complete and return this Certificate to Zeta Energy Pte Limited (**Zeta Energy**) so that it is received no later than 11:59pm on 4 October 2017 (**Closing Date**), any Acceptance Form that you return in respect of your Partly Paid Shares will be invalid and you will be deemed not to have accepted the Offer in respect of any of your Partly Paid Shares.

For the purposes of this Certificate and the Takeovers Code:

- you are a **Specified Holder** if you hold Partly Paid Shares on behalf of more than one person (regardless of whether the holdings are direct or indirect, whether you are a custodian or not, and regardless of the particular arrangements between you and those you hold Partly Paid Shares on behalf of);
- each person on whose behalf you hold Partly Paid Shares is a **Specified Person**; and
- the **Specified Percentage** is 42%.

Capitalised terms that are not otherwise defined in this Certificate have the meaning given to them in the Offer Document that accompanies this Certificate.

**Further information regarding this Certificate is provided under the 'Questions and Answers' heading below.**

**COMPLETE THE FOLLOWING DETAILS:**

**Name of Specified Holder:** \_\_\_\_\_

Your CSN / Holder number (as stated on the enclosed GREEN acceptance form): \_\_\_\_\_

Enter the total number of <u>Partly Paid Shares</u> that you hold on behalf of Specified Persons	
Enter the total number of Specified Persons on whose behalf you hold <u>those Partly Paid Shares</u>	

If you hold Partly Paid Shares on behalf of more than 10 Specified Persons, please attach to this Certificate a schedule containing the required Pool A Table and Pool B Table information in respect of those additional Specified Persons.

**POOL A TABLE** – Complete the below Pool A Table only for the Specified Persons on whose behalf you either:

- (a) **are not** accepting the Offer in respect of any of the Partly Paid Shares that you hold on that Specified Person's behalf; or
- (b) are accepting the Offer for **less than or equal to the Specified Percentage** (42%) of the total number of Partly Paid Shares that you hold on behalf of that Specified Person.

Specified Person*	Total number of <u>Partly Paid Shares</u> that you hold on behalf of the Specified Person (A)	Number of the <u>Partly Paid Shares</u> that you hold on behalf of the Specified Person in respect of which you have been directed to accept the Offer (B)**	Percentage that the number of the <u>Partly Paid Shares</u> in respect of which you have been directed to accept the Offer is of the total number of <u>Partly Paid Shares</u> you hold on behalf of the Specified Person*** $((B \div A) \times 100)$
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
<b>TOTAL</b>			

\* You do not need to name the Specified Person.

\*\* If a Specified Person has directed you to not accept the Offer in respect of these Partly Paid Shares, write in 'nil'.

\*\*\* If this percentage is greater than the Specified Percentage (42%) then the Specified Person should not be included in this Pool A Table, but should instead be included in the Pool B Table.

**POOL B TABLES** – Complete **both** Pool B Tables only for the Specified Persons on whose behalf you are accepting the Offer for **more than the Specified Percentage** (42%) of the total number of Partly Paid Shares that you hold on that Specified Person's behalf.

Specified Person*	Total number of <u>Partly Paid Shares</u> that you hold on behalf of the Specified Person (A)	Number of the <u>Partly Paid Shares</u> that you hold on behalf of the Specified Person in respect of which you have been directed to accept the Offer (B)	Percentage that the number of the <u>Partly Paid Shares</u> in respect of which you have been directed to accept the Offer is of the total number of <u>Partly Paid Shares</u> you hold on behalf of the Specified Person** $((B \div A) \times 100)$
1			
2			
3			
4			
5			
6			
7			

8			
9			
10			

<b>TOTAL</b>		
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\* You do not need to name the Specified Person.

\*\* If this percentage is less than or equal to the Specified Percentage (42%) then the Specified Person should not be included in this Pool B Table, but should instead be included in the Pool A Table.

Please provide the below details in respect of **EACH** Specified Person whose Partly Paid Shares fall into Pool B (for the Specified Person's Partly Paid Shares in respect of which they have accepted the Offer only).

**The order in which such Partly Paid Shares are listed below will determine which of the relevant Specified Person's Partly Paid Shares will be taken up first (and so on) in the event that scaling pursuant to the Takeovers Code results in fewer of the Specified Person's Partly Paid Shares being taken up than the number in respect of which they have accepted the Offer. Each row comprises a 'tranche' for the purposes of the GREEN acceptance form.**

If the details of all such Specified Persons' Partly Paid Shares in Pool B will not fit in the below table, please attach to this Certificate a schedule containing the required information outlined in the table below in respect of the additional Partly Paid Shares.

Specified Person*	Issue Date	Final Date	Revised Final Date (if applicable)	Issue Price	Revised Issue Price (if applicable)	Number of Partly Paid Shares

\* Insert the number given in the table above. You do not need to name the Specified Person.



## SIGN HERE

By signing this Certificate you represent, warrant, and certify that you hold Partly Paid Shares as a Specified Holder on behalf of Specified Persons, that the information in this Certificate (including any schedule attached to this Certificate) is true and correct, and that this Certificate has been duly completed and executed.

Dated and signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2017

Daytime phone number should Link Market Services need to contact you in relation to this Certificate:

SIGNATURE(S) FOR AN INDIVIDUAL/ATTORNEY/TRUSTEE	SIGNATURE(S) FOR A COMPANY

### ONLY COMPLETE THE FOLLOWING SECTION IF THE SPECIFIED HOLDER CERTIFICATE IS SIGNED UNDER A POWER OF ATTORNEY

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I \_\_\_\_\_ (full name of attorney) OF \_\_\_\_\_ (place and country of residence),  
\_\_\_\_\_ (occupation), certify:

1. That by deed dated \_\_\_\_\_ (date), \_\_\_\_\_ (full name of donor (individual or corporate)), of \_\_\_\_\_ (place and country of residence/registered office) appointed me his / her / its attorney.
2. That I have not received notice of any event revoking the power of attorney.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_  
Signature and Name of Attorney

**Signatures:** Sign this Certificate where marked. Companies must sign in accordance with the Companies Act 1993 or other applicable law. If you hold Partly Paid Shares jointly with others all joint holders must sign this Certificate.

**Power of Attorney:** If this Certificate is signed under a power of attorney, the certificate of non-revocation printed on this Certificate must be completed by the party holding the Power of Attorney and signing this Certificate, unless the attorney is a body corporate, in which case the attorney must sign and attach a certificate of non-revocation of power of attorney in the form set out in the Property Law Act 2007. In either case, the relevant instrument appointing the attorney must be submitted for noting and return.

### QUESTION AND ANSWERS

#### Do I need to complete this Certificate?

If you hold your Partly Paid Shares on behalf of more than one person (e.g. as a trustee corporation, nominee company, or bare trustee) then you are a **Specified Holder** for the purposes of the Takeovers Code and each person on whose behalf you hold Partly Paid Shares is a **Specified Person**.

If you are a Specified Holder, you **MUST** complete this Certificate and return it to Zeta Energy with your GREEN Acceptance Form so that it is received by Zeta Energy by no later than 11:59pm on the Closing Date (4 October 2017). You must complete this Certificate regardless of:

- whether the holdings are direct or indirect;
- whether you are a custodian or not; or
- the particular arrangements between you and the Specified Person.

You do **NOT** need to complete and return this Certificate if you hold Partly Paid Shares:

- for yourself or in a joint holding (unless you jointly hold Partly Paid Shares on behalf of more than one person);
- on behalf of only one other person;
- if you are the trustee of a discretionary family trust (see below); or
- if you do not intend to accept the Offer in respect of any of the Partly Paid Shares you hold.

If you hold shares in NZO (**Shares**) that are, as at 28 August 2017, fully paid (**Fully Paid Shares**), as a Specified Holder then any acceptance of the Offer in respect of those Fully Paid Shares must be accompanied by a Fully Paid Shares Specified Holder Certificate.

#### **Do I need to complete this Certificate if I am a trustee of a family trust?**

If you are a trustee of a discretionary family trust and the trust deed or governing document for the trust does not provide the beneficiaries of the family trust with any beneficial interest in the Partly Paid Shares held by the trustee or trustees of the trust (other than as discretionary beneficiaries), then you do **NOT** need to complete and return this Certificate. If the trust arrangements are such that separate beneficiaries of the trust can direct the trustees as to whether to accept the Offer for that beneficiary's portion of the Partly Paid Shares, then this Certificate must be completed and returned to Zeta Energy if the Offer is accepted.

#### **What happens if I fail to complete and return this Certificate by 11:59pm on the Closing Date?**

If, as a Specified Holder, you fail to complete this Certificate and return it to Zeta Energy with your GREEN Acceptance Form so that it is received by Zeta Energy by no later than 11:59pm on the Closing Date (4 October 2017), any Acceptance Form that you return in respect of the Partly Paid Shares you hold will be invalid and you will be deemed not to have accepted the Offer in respect of **any** of those shares.

#### **Why is this Certificate required?**

This Certificate is required under rules 14A to 14D of the Takeovers Code.

The Offer is a partial offer for 42% (**Specified Percentage**) of each class of Shares not already owned or controlled by Zeta Energy (there are two classes – Partly Paid Shares and Fully Paid Shares). If the Offer is accepted in respect of more Shares than are sought by Zeta Energy, the scaling provisions in rule 12 of the Takeovers Code determine the number of Shares that Zeta Energy must take up from each shareholder of NZO who has accepted the Offer in excess of the Specified Percentage of their Shares.

In order to ensure that persons who have their Shares held for them by another person are not unfairly prejudiced by those scaling provisions, rule 14E of the Takeovers Code requires Zeta Energy to 'look through' the holding of a Specified Holder and treat Specified Persons as if those Specified Persons held the Shares directly, based on the information that is required to be disclosed in this Certificate.

#### **How/where do I deliver this Certificate?**

Either mail, deliver, fax or email this Certificate attached to the GREEN Acceptance Form (as provided for below) so that it is received by Zeta Energy on or before 11:59pm on the Closing Date (4 October 2017).

**MAIL:** Place the completed and signed Certificate and Acceptance Form in the enclosed prepaid envelope and send by post to the following address:

NZO Takeover Offer  
C/- Link Market Services Limited  
PO Box 91976  
Auckland 1142

**DELIVER:** Deliver the completed and signed Certificate and GREEN Acceptance Form to Zeta Energy, at the following address:

NZO Takeover Offer  
C/- Link Market Services Limited  
Level 11, Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand

**NOTE:** These offices are only open on weekdays during normal business hours (8.00 am to 5.30 pm).

**FAX:** Fax the completed and signed Certificate and Acceptance Form to NZO Takeover Offer, c/- Link Market Services Limited on +64 9 375 5990.

**EMAIL:** Email the completed and signed Certificate and Acceptance Form to Zeta Energy at [applications@linkmarketservices.com](mailto:applications@linkmarketservices.com)  
(Please type 'Zeta Acceptance' in the subject line for easy identification)

**IF YOU ARE IN DOUBT ABOUT HOW TO COMPLETE THIS CERTIFICATE OR THE PROCEDURE FOR ACCEPTANCE,  
PLEASE CALL LINK MARKET SERVICES ON +64 9 375 5998.**