

NEW ZEALAND OIL & GAS LIMITED

EMPLOYEE SHARE OWNERSHIP PLAN ("ESOP")

PLAN RULES

as amended on 3 May 2013

These Plan Rules were formally approved by the Board of New Zealand Oil & Gas Limited on 3 May 2013, and were adopted by the Plan Company, NZOG Services Limited on the same date.

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DEED POLL dated 3 May 2013.

PARTIES NZOG Services Ltd
New Zealand Oil & Gas Limited

INTRODUCTION

- A The NZOG Employee Share Ownership Plan ("ESOP") (previously the NZOG Employee Share Plan) was established in 1989.
- B The Plan Rules have been amended from time to time.
- C By a deed dated 20 April 2009, NZOG Nominees Limited retired as plan company and was discharged from all of the trusts and powers reposed on it in respect of the components of the ESOP relating to Part-Paid Shares. By the same deed, Exploration Nominees Limited was appointed as the plan company but only in so far as relates to Ordinary Shares issued or allotted under the Plan Rules in effect prior to the amendments made by this deed and the rules set out herein.
- D NZOG Services Limited has accepted appointment as plan company in respect of Part-Paid Shares. This deed records the terms of the Plan Rules as applicable to Part-Paid Shares.

AGREEMENT

1. COMMENCEMENT OF THE ESOP AND TERMINATION OF PREVIOUS RULES

- 1.1. The ESOP commenced on the Commencement Date.
- 1.2. These revised Plan Rules (as amended on 3 May 2013) have effect from the Commencement Date for the purpose of any future allocations of Part-Paid Shares to Participants. They will also apply in respect of any Part-Paid Share allotted or issued prior to that date if the relevant Participant agrees.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Plan Rules, unless the context or subject matter otherwise requires:

"Allocation Date" means each date nominated by the Executive Appointments and Remuneration Committee in respect of each allotment of Part-Paid Shares.

"Applicable Terms" means the terms and conditions approved by the Executive Appointments and Remuneration Committee as applying to each written offer of Part-Paid Shares to an Eligible Employee, such terms to be recorded from time to time as Schedule 1 and 2 to this Deed (as replaced from time to time with any replacement schedule provided by the Executive Appointments and Remuneration Committee to the Plan Company).

"Board" means the board of Directors of NZOG.

"Bonus Share Payment" means a payment authorised by the Executive Appointments and Remuneration Committee to be made to an Eligible Employee from time to time to fund any payment due or that may become due in respect of Part-Paid Shares.

“Business Day” means any day other than a Saturday or a Sunday on which registered banks are open for business in Wellington.

"Change in Effective Control of NZOG" shall include, but not be limited to:

- (a) where a party, other than a subsidiary of NZOG itself, obtains an Interest in 20% or more of the Shares in NZOG which are capable of being voted or has announced its intention to acquire Shares by on-market offer or written takeover offer which would take its Interest to 20% or more; or
- (b) a change or likely change in the majority of the Directors of NZOG (being effected within any 90 day period), at the direction or instigation of any party or parties who at the Commencement Date was not in a position to give effect to such changes; or
- (c) such other circumstances whereby the Plan Company considers it reasonable to so determine and does so by resolution of its directors.

"Commencement Date"

- (a) in respect of the ESOP means March 1989;
- (b) in respect of these amended Plan Rules means 3 May 2013.

"Contributions" means monies received by the Plan Company under Rule 5, to be applied to payment of amounts owing on Part-Paid Shares.

"Director" means a person holding the office of director of NZOG.

"Dollar" or "\$" means New Zealand dollar.

"Eligible Employee" means each person selected by the Executive Appointments and Remuneration Committee who has been an Employee for at least 90 days unless the Board or the Executive Appointments and Remuneration Committee determines in a particular instance that a shorter time period will apply.

"Employee" means:

- (a) a person who is in the permanent employment of an Employing Company (whether part-time or full-time) and includes any director holding office in an Employing Company, whether or not they are an executive director;
- (b) a person who provides services to the NZOG Group on a continued basis as an independent contractor who is selected by the Executive Appointments and Remuneration Committee to participate under the ESOP.

"Employing Company" means NZOG or any company within the NZOG Group.

“Escrow Period” has the meaning given to that term in clause 2 of Schedule 1, as amended from time to time.

"Executive Appointments and Remuneration Committee" means the remuneration committee of the Board or any successor to such committee.

"Exchanges" means the NZX Limited ("NZX") or the ASX Limited as applicable to NZOG at the relevant time or any successor body of either or both exchanges upon amalgamation or otherwise.

"Final Date" in respect of a Part-Paid Share means, subject to Rule 4.2.4, the Final Date referred to in the terms of issue of that Part-Paid Share, or such other date as is provided in accordance with these Plan Rules.

"Interest" shall include a relevant interest as defined by the New Zealand Companies Act 1993 or the New Zealand Securities Amendment Act 1988.

"Market Value" shall be calculated by the Plan Company from the prices recorded on NZSX during the 20 trading days prior to the relevant Allocation Date, weighted for volume and adjusted for any change in entitlements (e.g. shares going ex-dividend) provided that where the Shares are not listed on NZSX at that time, the Executive Appointments and Remuneration Committee may determine such value by such means as it reasonably determines).

"NZOG" or "Company" means New Zealand Oil & Gas Limited (New Zealand registered company number 37842).

"NZOG Group" means NZOG and its subsidiary companies (as defined in the Companies Act 1993).

"NZSX" means the main board securities market of NZX.

"Ordinary Share" means a fully paid ordinary share in the capital of NZOG or any successor company and any other securities accruing to those Shares.

"Part-Paid Share" means a part-paid ordinary share in the capital of NZOG or any successor company and any other securities accruing to those Shares.

"Participant" means an Eligible Employee or former Eligible Employee who has completed an application to participate in the ESOP and who has Shares under the ESOP and, as applicable, includes a person to whom the beneficial interest in any Shares has been transferred as permitted by Rule 4.2.3(a).

"Plan Company" means NZOG Services Limited or any assignee or successor thereof.

"Plan Expenses" means all expenses, costs and charges incurred in the operation of the Plan Company referable to the ESOP, including any premiums for directors and officers liability insurance as may be authorised by the directors of the Plan Company, legal, advisory, audit costs, or otherwise in accordance with the constitution of the Plan Company.

"Plan Rules" means these Rules which govern the operation of the ESOP.

"Rules" means the numbered rules contained within the body of this document.

"Salary" means the annual salary receivable by the Employee from the Employing Company, together with other fixed or variable emoluments.

"Salary Payment Date" means the date on which the Employing Company makes its Salary payments to Employees which is generally on or about the 15th day of each month.

"Share" means an Ordinary Share or a Part-Paid Share (as applicable).

"Tax Charges" means any tax which is payable or would be payable by the Plan Company or an Employing Company in connection with the disposal of Shares allocated to the Participant.

"Termination of Employment" in respect of a Participant means the later of:

- (a) the date on which employment within the NZOG Group actually ceases, extended by any notice period required of the Employing Company;
- (b) the date to which a contract of employment extends;
- (c) a date determined by the Executive Appointments and Remuneration Committee (which in the case of an independent contractor may not be earlier than 6 months after that person last provided services to any member of the NZOG Group),

provided that in the case of a non-executive Director, it will be the last date on which the person ceases to hold office as a director of any member of the NZOG Group.

"Trading Day" means a trading day of the NZSX.

2.2 Unless the context or subject matter indicates otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) references to the Plan Rules, or any particular Rule of the Plan Rules, means the Plan Rules or the relevant Rule as amended from time to time; and
- (d) references to a person include references to an individual, firm, body corporate, association, government or governmental authority.

2.3 Headings inserted in any Rule are for convenience only and shall not affect the interpretation of that Rule.

3. RELATIONSHIP OF PARTICIPANTS

3.1 Relationship of NZOG, Plan Company and Participants

3.1.1 The Plan Company acts as principal in the operation of the ESOP and not as an agent of NZOG or, subject to Rule 3.1.2, of the Participants.

3.1.2 When acquiring or holding Shares, the Plan Company acts as trustee for the relevant Participant.

- 3.1.3 Except as provided in Rule 3.1.2, the Plan Company is not a trustee for NZOG or for the Participants.

3.2 Protection of Plan Company in respect of Part-Paid Shares

The Plan Company is not required to subscribe for, or acquire, any Part-Paid Shares under this ESOP unless the Plan Company's liability in respect of such amounts is as provided in the Applicable Terms of issue for such Part-Paid Shares set out in Schedule 2 (as amended from time to time with the consent of the Plan Company, such consent not to be unreasonably withheld).

4. PARTICIPATION

4.1 General

4.1.1 The Executive Appointments and Remuneration Committee may in its absolute discretion, determine the extent of participation in the ESOP of each Eligible Employee and may from time to time establish guidelines for such participation. The Executive Appointments and Remuneration Committee shall by notice in writing to the Plan Company instruct that an allocation or an offer be made to an Eligible Employee to participate in the ESOP.

4.1.2 No policy or guideline, nor any previous allocation or offer, will create any right or expectation for any person to participate in any future allocation or offer.

4.1.3 The Plan Company shall advise the Executive Appointments and Remuneration Committee of all participation acceptances.

4.1.4 The Executive Appointments and Remuneration Committee may not instruct the Plan Company to allocate Part-Paid Shares to Eligible Employees or Participants unless NZOG has committed to make such Part-Paid Shares available to the Plan Company (whether by issuing new Shares or otherwise).

4.2 Allocations

4.2.1 An Eligible Employee may have more than one offer or allocation of Shares. Each offer or allocation of Shares may have a different Allocation Date and/or different Applicable Terms.

4.2.2 Acceptance of Offer or Allocation

An allocation of Part-Paid Shares to an Eligible Employee may only be made if the Eligible Employee has notified the Plan Company in writing that the terms of that allocation and the issue of the Part-Paid Shares are accepted.

4.2.3 Transfer of Shares

- (a) A Participant may from time to time transfer his or her beneficial interest in all or some of the Shares allocated to the Participant to a spouse, child, or to a trust or private company in which the Participant, a spouse or child is a beneficiary or shareholder. Notification of a transfer shall be given to the Plan Company and the Plan Company shall acknowledge such transfer whereupon the Participant's rights and obligations shall apply to such

transferee to the extent said rights and obligations are capable of transfer but such transfer will be treated as effective from the date the Participant executes the relevant securities transfer document. To the extent that the Plan Rules relate to actions taken by a Participant or made by the Board, the Executive Appointments and Remuneration Committee or the Plan Company in respect of a Participant which are not capable of transfer (including without limitation Rule 9), the consequences specified in the Plan Rules shall apply to the transferee.

- (b) Subject to these Plan Rules, once the Issue Price of a Part-Paid Share is paid in full, then unless the Participant has failed to pay any part of that amount, the Part-Paid Shares will be transferred by the Plan Company to the Participant or such other person to whom the beneficial interest in those Shares has been transferred as permitted under Rule 4.2.3(a).
- (c) Part-Paid Shares may not otherwise than in accordance with Rule 4.2.3(a) or (b) be assigned, transferred, or disposed of, unless such action is first approved by the Executive Appointments and Remuneration Committee, such consent not to be unreasonably withheld.

4.2.4 Effect of Termination of Employment

The Termination of Employment of a Participant will have the following effect on Part-Paid Shares held by, or on behalf of, that Participant:

- (a) The Final Date in respect of any relevant Part-Paid Shares will be amended to be:
 - (i) where a Participant voluntarily leaves the employment or is validly dismissed for willful misconduct, the date 90 days after the date of Termination of Employment (or the Final Date if it falls within that 90 day period); and
 - (ii) where a Participant is dismissed without cause or made redundant, the date 24 months after the date of Termination of Employment (or the Final Date if it falls within that 24 month period); or
 - (iii) in any case, a later date that is agreed between the Participant, NZOG and the Plan Company;
- (b) Where a Participant voluntarily leaves his or her employment or is validly dismissed for willful misconduct and the Participant holds Part-Paid Shares which would otherwise remain within their Escrow Period on the Termination of Employment:
 - (i) the Participant shall forfeit any interest that he or she has in respect of such Part-Paid Shares and the provisions of the constitution of NZOG excluding clause 8.1 and 8.2 shall apply; and
 - (ii) for the purpose of the sale of Part-Paid Shares forfeited under Rule 4.2.4 (b)(i) the Issue Price will be deemed to be the net price at which the Shares are sold.

- (c) Where the Termination of Employment is occasioned by the retirement of a Participant, including but not limited to, as a result of disablement or other medical condition and including retirement resulting from non-renewal of a fixed term contract of employment, or cessation of employment following death, the Final Date in respect of any relevant Part-Paid Shares will not be altered.
- (d) Nothing in this Rule shall extend the term of the Final Date of any Part-Paid Share.
- (e) The Executive Appointments and Remuneration Committee may with the agreement of the Participant change or modify any of the conditions in Rule 4.2.4 with respect to a Participant on Termination of Employment as the Executive Appointments and Remuneration Committee exercising its absolute discretion so decides.

4.3 Part-Paid Shares

If the relevant Participant has not paid the amount payable on the Final Date in respect of any Part-Paid Shares to NZOG or to the Plan Company by the day prior to the relevant Final Date:

- (a) the Plan Company and NZOG:
 - (i) will agree, if in accordance with clause 1(b) of the Applicable Terms, the calculation of the Issue Price would have been higher than the sale price of the Part-Paid Shares if sold under Rule 4.3(b) by reason of the impact of the weighted average price of the Shares, that the Final Date applicable to those Part-Paid Shares will be deferred to a later date agreed between them such that said impact is removed; and otherwise
 - (ii) may agree that the Final Date applicable to those Part-Paid Shares will be deferred to a later date agreed between them; and/or
- (b) the Plan Company may determine that the relevant Participant will forfeit any interest that he or she has in respect of such Part-Paid Shares and the Plan Company may sell such Shares without requirement to provide any compensation for any amount paid by the Participant in respect of such Shares.

4.4 Limited Recourse

Where the Part-Paid Shares are held by the Plan Company at the time the final portion of the Issue Price is required to be paid and there is a short-fall between such final portion and the amount that the Plan Company is able to obtain:

- (a) as payment for the Part-Paid Shares from the relevant employee on whose behalf the Part-Paid Shares are held; or
- (b) from the then sale of those Part-Paid Shares,

then, notwithstanding any other term of issue of such shares, the Issue Price for those Part-Paid Shares payable by the Plan Company will be adjusted so that it is the greatest of:

- (c) the amount stated in paragraph (a) of this Rule; and
- (d) the amount stated in paragraph (b) of this Rule.

5. CONTRIBUTIONS

5.1 Part-Paid Shares

5.1.1 A Participant may pay Contributions from time to time to the Plan Company to fund any payment due or that may become due in respect of a Part-Paid Share held by the Plan Company on behalf of that Participant or a person to whom the Part-Paid Share has been transferred as permitted by Rule 4.2.3(a):

- (a) by the Participant in the form of Salary sacrifice (in accordance with Rule 6.1); or
- (b) by the Executive Appointments and Remuneration Committee in the form of a Bonus Share Payment (and notified to the Employing Company and the Plan Company).

6. SALARY SACRIFICE

6.1 Part-Paid Shares Purchase

6.1.1 Following the end of the Escrow Period, a Participant may, at any time notify the Plan Company and the Employing Company of the amount of sacrifice from Salary to become owing to them in the next one or more months that is to be applied by the Plan Company to the payment of unpaid amounts in respect of Part-Paid Shares;

6.1.2 Upon receipt of notice from the Participant in accordance with Rule 6.1.1 the Employing Company will on the next Salary Payment Date following receipt of notice (and on each successive Salary Payment Date until the full amount specified is paid) pay the amount specified to the Plan Company.

6.1.3 Upon receipt of notice from a Participant in accordance with Rule 6.1.1 the Plan Company will pay the unpaid amounts in respect of Part-Paid Shares (to the extent that funds are received).

6.1.4 If a Participant has made an election under Rule 6.1.1 above, they may at any time subsequently give notice to the Plan Company and the Employing Company ceasing or varying those contributions.

7. LOANS

7.1 The Employing Company or any NZOG Group company may make loans from time to time to the Plan Company or a Participant for the payment of unpaid amounts in respect of Part-Paid Shares.

- 7.2 The Plan Company may not make loans or provide guarantees or security to any Employing Company.
- 7.3 The Plan Company may make a loan to or to the account of a Participant for the purpose of completing the payments required to be made on the Final Date in respect of any Part-Paid Share that are held by the Plan Company on behalf of a Participant provided that as soon as practicable thereafter such loan is repaid from the proceeds of sale of all or a portion of the then resulting Ordinary Shares received by the Plan Company.

8. DISPOSAL/WITHDRAWAL OF SHARES

- 8.1 Subject to the Plan Rules, Shares acquired and held under the ESOP for a Participant may be disposed of or withdrawn from the ESOP at the request of the Participant.
- 8.2 A request pursuant to Rule 8.1 shall be in writing to the Plan Company and dealt with by the Plan Company within 5 Business Days.
- 8.3 Neither the Plan Company, NZOG Group, an Employing Company or the respective directors and officers of those entities will be responsible or liable to any Participant for movements in the value of Shares between the time when the notice of request for disposal or withdrawal of Shares is received by the Plan Company and the time when the Shares are disposed or withdrawn from the ESOP.

9. FINANCIAL HARDSHIP

Notwithstanding any applicable restriction, where the Plan Company is satisfied in its discretion that a Participant is suffering from financial hardship it may approve in respect of Shares held in the ESOP by the Participant, the disposal or the withdrawal of those Shares from the ESOP notwithstanding that an Escrow Period applicable to such Shares has not expired.

10. DISTRIBUTION OF DIVIDENDS, BONUS ISSUE AND OTHER BENEFITS

- 10.1 Any dividends paid in respect of the Shares held by the Plan Company less any Tax Charges payable thereon shall be received for the account of and paid to the Participant notwithstanding that the Part-Paid Shares remain subject to the Plan Rules.
- 10.2 A Participant shall be entitled to acquire any rights to new issues or offers of securities that accrue in relation to any Shares held by or for that Participant.
- 10.3 The benefit of any pro rata bonus issue or in specie distribution of securities in NZOG, or distribution of assets by NZOG, or sale of pro rata rights to new issues shall attach to the Shares.
- 10.4 The entitlements specified above in Rules 10.1, 10.2 and 10.3 will be a fraction of the entitlements that would exist if the Part-Paid Share was fully paid. The fraction will be equivalent to the proportion which the amount paid in respect of the Part-Paid Share is of the amount of the component of the Issue Price for the Part Paid Share as defined in clause 1(a) of Schedule 2.

11. VOTING RIGHTS OF SHARES

- 11.1 A Participant may exercise any voting rights attaching to Shares held in the ESOP by instructing the Plan Company in writing how to vote the Shares. The Participant's voting right will be a fraction of the voting right that would exist if the Part-Paid Share was fully paid. The fraction will be equivalent to the proportion which the amount paid in respect of the Part-Paid Share is of the amount of the component of the Issue Price for the Part-Paid Share as defined in clause 1(a) of Schedule 2.
- 11.2 The Plan Company shall provide a copy of NZOG's annual report and notice of all shareholder meetings of NZOG to each Participant.
- 11.3 The Plan Company may not in its own right exercise any voting rights attaching to Shares held by a Participant in the ESOP but shall act in the capacity of proxy if appointed to do so by the Participant.

12. TAKEOVERS AND MERGERS

- 12.1 Notwithstanding any other Rule, if there has been a Change in Effective Control of NZOG, then each Participant may immediately or at any time thereafter require the Plan Company to:
- (a) sell any Shares held in the ESOP for the Participant and forward the net proceeds of sale to the Participant; or
 - (b) subject to payment of any amount outstanding in respect of such Shares, transfer those Shares into the name of the Participant.
- 12.2 Upon the Plan Company becoming aware of or determining there has been a Change in Effective Control of NZOG the Plan Company must immediately notify each Participant of that event.
- 12.3 Where Shares are subject to compulsory acquisition under any law, the Participants may require the Plan Company to dispose of their Shares to the person entitled at law to acquire them.

13. AMENDMENT OF THE ESOP PLAN RULES

- 13.1 Subject to Rules 13.2 and 13.3, the Board may, subject to the agreement of the Plan Company, and each Employing Company, with or without the recommendation of the Executive Appointments and Remuneration Committee, by resolution amend all or any of the provisions of these Plan Rules, including this Rule 13.1.
- 13.2 No amendment to these Plan Rules may be made which reduces the rights of Participants in respect of Shares held by them prior to the date of the amendment unless all affected Participants have given their prior written consent to such amendment.
- 13.3 Without limiting Rule 13.1, amendments to Plan Rules of a minor nature which do not alter the substance of the ESOP or the rights or interests of Participants, including amendments made to accommodate the interests of overseas Employees who wish to participate in the ESOP and which are determined by the Board to be necessary to comply with jurisdictional requirements in the relevant overseas locations, may be made by resolution of the Board.

14. TERMINATION OF ESOP

- 14.1 The ESOP will terminate 70 years from the Commencement Date unless earlier terminated pursuant to Rule 14.2.
- 14.2 If at any time there have been no Participants (including transferees or assignees of Participants) for at least 12 months then the Executive Appointments and Remuneration Committee must advise the Board accordingly and the Board may notify the Plan Company in writing that the ESOP shall terminate and the date upon which such termination will occur, being at least 180 days from the date of notice to the Plan Company.

15. MISCELLANEOUS PROVISIONS

15.1 Statements

The Plan Company shall, each year, provide to each Participant a statement of Shares held by the Participant in the ESOP as at 30 June of that year

15.2 Non-Exclusivity

The ESOP is not and shall not be deemed an exclusive method of providing incentive remuneration for Employees, nor shall it preclude the Executive Appointments and Remuneration Committee or an Employing Company from authorising or approving other forms of incentive remuneration for Employees.

15.3 Relationship To Other Plans

Participation in this ESOP shall not affect or be affected by any participation in any other incentive or other plan of NZOG Group, except as otherwise specifically provided in the terms of that other plan.

15.4 Employment Rights Of Participants

Nothing in these Plan Rules:

- (a) confers upon any Participant the right to continue as an Employee; or
- (b) affects any rights which an Employing Company may have to terminate the employment of any Employee.

15.5 Notices

Any notices or direction to be given under these Rules will be deemed to have been validly given if handed to the party or Participant to be served or transmitted by facsimile or if posted by ordinary prepaid post and duly addressed to the party or Participant to be served at the current address of such party.

15.6 Employing Company to remain in NZOG Group

Ahead of any change in status of an Employing Company whereby it will no longer be a subsidiary of NZOG, NZOG shall ensure that either an ongoing subsidiary assumes the employment role of the Employing Company affected or such other actions are taken to ensure that the Participant may continue to enjoy the same rights as he or she would have done in the absence of such change.

15.7 Administration – Forms and Procedures


To facilitate the operation of the ESOP, the Executive Appointments and Remuneration Committee or Plan Company may adopt standard forms for the giving of instructions or notices under these Rules. Notwithstanding this, the Plan Company shall be entitled to act on any instruction from the Executive Appointments and Remuneration Committee that is sufficiently stated to enable it to be understood in the context of these Rules.

15.8 Plan Expenses

Plan Expenses will be met by the Employing Companies at such intervals and in such amounts as reasonably required by the Plan Company from time to time.

EXECUTION

Signed as a deed by
New Zealand Oil & Gas Limited by:




Director



Director

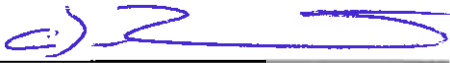
Confirmation of agreement to amendments to the Plan Rules

Signed
Signed for and on behalf of the Employer Company
New Zealand Oil & Gas Limited by:



Director

Signed for and on behalf of the Plan Company
NZOG Services Limited by:



Director

Schedule 1

Applicable Terms (as at 3 May 2013)

1. Time allowed for a participant to elect to pay calls:

A Participant has 5 years from the Allocation Date to elect to pay a call on a Part-Paid Share.

2. Escrow Period:

The time which must elapse before:

- a) a Part-Paid Share may be fully paid up; or
- b) a loan or other amount payable for a Share may be paid up;

shall in each case be 2 years from the Allocation Date, subject to any earlier release from escrow pursuant to the Plan Rules.

3. Premium

The premium to be applied to the Market Value at Allocation Date to determine the Issue Price of Part-Paid Shares is 20%.

4. Application of terms

These terms will apply to the issue of Part-Paid Shares after 3 May 2013

Schedule 2

Terms of Issue of Part-Paid Shares

The following terms will form part of the principal terms of issue of any Part-Paid Shares.

1. The issue price for the Part-Paid Shares (“Issue Price”) will be the lesser of:
 - (a) the amount set at the time of issue; and
 - (b) the last sale price of the Company’s ordinary shares on the Trading Day prior to a date 5 years after the date of issue (“Final Date”) (or such greater amount that represents 85% of the weighted average price of the Company’s ordinary shares over the 5 Trading Days prior to the Final Date).

2. The Issue Price for the Part-Paid Shares must be paid as follows:
 - (a) as to 1 cent, at the time of issue; and
 - (b) as to the balance, when called by the Company (“Final Call”),

but any amount paid by, or on behalf of an employee with the direction that it is credited to the Issue Price will be received by the Company accordingly (and thereafter the Company will be treated as having made a call for the amount of the payment so received).

3. A Final Call will be made by the Company no later than the Final Date.

4. If the Participant has not paid the amount payable on the Final Date in respect of any Part-Paid Shares to the Company or to the Plan Company by the day prior to the relevant Final Date, the Participant will forfeit any interest that he or she has in respect of such Part-Paid Shares and the Plan Company may sell such Part-Paid Shares without any requirement to provide any compensation for any amount paid by the Participant in respect of such Part-Paid Shares.

5. The forfeiture of a Participant’s interest in a Part-Paid Share in accordance with clause 4 of this Schedule will not release the liability of the Participant to pay the Issue Price but where the Plan Company or the Company seeks to enforce such obligation:
 - (a) on the Final Date the Plan Company will pay the remaining portion of the Issue Price and sell the resulting fully paid Shares; and
 - (b) the Participant will be credited with the proceeds of such sale.

6. If the Company calls the balance of the Issue Price of the Part-Paid Shares prior to the Final Date, the Company will provide the Participant with an interest free loan for the sole purpose of completing the payments required to be made in respect of any Part-Paid Shares. The Participant will not have to pay back such loan until the earlier of:
 - (a) the day the Participant sells the New Shares; and
 - (b) the Final Date.

7. Where the Company makes a loan to the Participant as provided in clause 6 and the date for repayment has occurred, the Participant will be required to either repay the loan in cash or from the proceeds of sale of all or a portion of the Part-Paid Shares. In such event the Participant must also appoint the Company as the Participant’s agent with full authority to sell such shares and to apply the proceeds of such sale (and any rights accruing on the shares

before sale) in repayment of the said loan. The Company's obligations in respect of such loan are subject to its compliance with the applicable laws and any applicable listing rules of a registered stock exchange on which the shares in the Company are listed and that in the event that such loan is not permissible the Company will seek to make such other arrangements as are permitted and that will achieve the same economic effect.