

## Disclosure of change in nature of relevant interest

*Section 278, Financial Markets Conduct Act 2013*

**To** NZX Limited  
and  
**To** The New Zealand Refining Company Limited

Relevant event being disclosed: Change in nature of relevant interest

Date of relevant event: 17 March 2017

Date this disclosure made: 17 March 2017

Date last disclosure made: 6 March 2014

### **Substantial product holders giving disclosure**

Full names: BP New Zealand Holdings Limited, Europa Oil NZ Limited

### **Summary of substantial holding**

Class of quoted voting products: Ordinary Shares (NZX code: NZR)

Summary for BP New Zealand Holdings Limited and Europa Oil NZ Limited

For **this** disclosure,—

- (a) total number held in class: 66,240,021 Ordinary Shares
- (b) total in class: 312,576,453 Ordinary Shares
- (c) total percentage held in class: 21.192%

For **last** disclosure,—

- (a) total number held in class: 66,240,021
- (b) total in class: 308,572,758
- (c) total percentage held in class: 21.467%

### **Details of transactions and events giving rise to relevant event**

Details of the transactions or other events requiring disclosure: On 16 March 2017, BP New Zealand Holdings Limited and Europa Oil NZ Limited entered into a block trade agreement (attached, 16 pages) with Deutsche Craigs Limited, under which BP New Zealand Holdings Limited and Europa Oil NZ Limited agreed to sell, and Deutsche Craigs Limited agreed to use best endeavours to procure the sale of, up to 34,667,381 Ordinary Shares in The New Zealand Refining Company Limited held by BP New Zealand Holdings Limited and its wholly-owned subsidiary, Europa Oil NZ Limited, at a sale price of at least NZ\$2.30 per share.

Pursuant to that agreement, 10,667,367 Ordinary Shares held by BP New Zealand Holdings Limited and 24,000,014 Ordinary Shares held by Europa Oil NZ Limited have been

allocated to investors, at a sale price of NZ\$2.32 per Ordinary Share, with settlement expected to occur on 21 March 2017. As a consequence of those allocations, there is a qualification on the power of BP New Zealand Holdings Limited and Europa Oil NZ Limited to dispose of, or control the disposal of, such shares.

**Details after relevant event**

Details for BP New Zealand Holdings Limited

Nature of relevant interest: BP New Zealand Holdings Limited is the registered holder and beneficial owner of 42,240,007 Ordinary Shares.

For that relevant interest,—

- (a) number held in class: 42,240,007
- (b) percentage held in class: 13.513%
- (c) current registered holder: BP New Zealand Holdings Limited
- (d) registered holder once transfers are registered: N/A

Nature of relevant interest: Europa Oil NZ Limited is the registered holder and beneficial owner of 24,000,014 Ordinary Shares, and is a wholly-owned subsidiary of BP New Zealand Holdings Limited. BP New Zealand Holdings Limited has a relevant interest in those Ordinary Shares under section 237(b) of the Financial Markets Conduct Act 2013.

For that relevant interest,—

- (a) number held in class: 24,000,014
- (b) percentage held in class: 7.678%
- (c) current registered holder: Europa Oil NZ Limited
- (d) registered holder once transfers are registered: N/A

Details for Europa Oil NZ Limited

Nature of relevant interest: BP New Zealand Holdings Limited is the registered holder and beneficial owner of 42,240,007 Ordinary Shares. As a wholly-owned subsidiary of BP New Zealand Holdings Limited, Europa Oil NZ Limited has a relevant interest in those Ordinary Shares under section 237(d) of the Financial Markets Conduct Act 2013

For that relevant interest,—

- (a) number held in class: 42,240,007
- (b) percentage held in class: 13.513%
- (c) current registered holder: BP New Zealand Holdings Limited
- (d) registered holder once transfers are registered: N/A

Nature of relevant interest: Europa Oil NZ Limited is the registered holder and beneficial owner of 24,000,014 Ordinary Shares

For that relevant interest,—

- (a) number held in class: 24,000,014
- (b) percentage held in class: 7.678%
- (c) current registered holder: Europa Oil NZ Limited
- (d) registered holder once transfers are registered: N/A

**Additional information**

Addresses of substantial product holders: Watercare House, 73 Remuera Road, Newmarket, Auckland, 1050, New Zealand

Contact details: Rachael Lynch, Phone: +64 21 893 884, Email: rachael.lynch@bp.com

Nature of connection between substantial product holders: Europa Oil NZ Limited is a wholly-owned subsidiary of BP New Zealand Holdings Limited

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: N/A

**Certification**

I, Rachael Lynch, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

# DeutscheCRAIGS

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New Zealand

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## STRICTLY PRIVATE & CONFIDENTIAL

16 March 2017

BP New Zealand Holdings Limited  
Watercare House  
73 Remuera Road  
Remuera  
Auckland, 1050  
New Zealand

Europa Oil NZ Limited  
Watercare House  
73 Remuera Road  
Remuera  
Auckland, 1050  
New Zealand

(each a *Seller* and, together, the *Sellers*)

## LETTER OF AGREEMENT FOR THE SALE OF SHARES IN THE NEW ZEALAND REFINING COMPANY LIMITED

### 1. SALE OF SHARES

- 1.1 The Sellers wish to sell up to 34,667,381 shares, as set out in Schedule 2, (*Sale Shares*) in The New Zealand Refining Company Limited (the *Company*). Deutsche Craigs Limited, its affiliates, successors and assigns, as appropriate (*DCL*) have agreed to use its best endeavours to procure bids for, and manage the sale of, the *Sale Shares* (the *Sale*).
- 1.2 The Sellers must comply with the timetable set out in the Schedule to this agreement (the *Timetable*) (which may be amended by the Sellers with the prior written consent of *DCL*). All references to dates in this agreement have the same meaning as in the *Timetable* and any defined terms not otherwise defined in this agreement but defined in the *Timetable* have the meaning given to them in the *Timetable*.

1.3 Subject to the terms of this agreement, each Seller agrees to sell its respective Sale Shares in accordance with the Timetable and DCL will manage the Sale by inviting investors to bid for the Sale Shares and use its best endeavours to procure purchasers for the Sale Shares at prices:

- (a) at or above a floor price for the Sale Shares in NZ\$ (the *Floor Price*); and
- (b) if agreed to by the parties, within a price range for the Sale Shares in NZ\$ (the *Agreed Range*),

such Floor Price and the Agreed Range (if applicable) to be agreed in writing between the parties on or before the date of this agreement. Purchasers may include DCL's related companies (as that term is defined in the New Zealand Companies Act 1993, read as if the expression company includes any body corporate, wherever incorporated, each a *Related Company*). DCL must agree the initial list of potential cornerstone investors, and any subsequent potential cornerstone investors, who will be invited to bid for the Sale Shares with the Sellers in advance of any invitations being made.

1.4 DCL agrees to conduct a bookbuild process (*Bookbuild*) for the Sale Shares in accordance with the Timetable. DCL must use its best endeavours to maximise the price of all the Sale Shares that are to be sold under the Bookbuild. Following the Bookbuild, and prior to allocation in accordance with clause 1.5, the sale price for the Sale Shares (*Sale Price*) and the number of Sale Shares to be sold in the Sale (*Sold Shares*) will be determined by the Sellers, after consultation with DCL. The parties agree that:

- (a) the Sale Price will not be set:
  - (i) higher than the price at which DCL has received binding and bona fide offers from purchasers for all of the Sale Shares which, in the reasonable opinion of DCL, are capable of acceptance and will, if accepted, result in the formation of binding agreements for the sale of all of the Sale Shares; or
  - (ii) lower than the Floor Price; and
- (b) the number of Sold Shares will not be set lower than the number of Sale Shares in respect of which DCL is successful in procuring purchasers at the Sale Price.

1.5 DCL agrees to provide the Sellers with regular updates in relation to the progress of the Bookbuild, including:

- (a) updates on the orders for the Sale Shares obtained throughout the Bookbuild;
- (b) the names of the accounts placing orders;
- (c) the details of the orders, including sizes of orders, coverage ratios at different prices, the price of any orders and/or any price limits associated with such orders and the time of the orders;
- (d) such other information as reasonably requested by the Sellers from time to time.

- 1.6 By no later than the Trade Date, the Sellers will determine after consultation with DCL following the Bookbuild, the allocation of the Sold Shares to persons who have bid for Sale Shares.
- 1.7 In consideration of DCL performing its obligations under this agreement, the Sellers agree to pay to DCL, in their Respective Proportions, fees in accordance with clause 3. For the purposes of this agreement, the "Respective Proportion" for each Seller equals the Sale Shares being sold by the Seller divided by the total number of Sold Shares.
- 1.8 If requested by DCL, the Sellers will approach the Company promptly after this agreement is signed and request a trading halt with a view to a trading halt being put in place as contemplated by the Timetable.
- 1.9 DCL may perform its obligations through Deutsche Bank AG or any branch or Related Company of DCL, provided that DCL will not engage any advisers without prior consultation with the Sellers (other than Chapman Tripp, who the parties acknowledge have been engaged as DCL's legal advisers by DCL at its own cost).

## **2. SALE AND PURCHASE OF SALE SHARES**

- 2.1 The sale of the Sold Shares will be effected on the Trade Date in accordance with the Clearing and Settlement Rules, with settlement to follow on a T+2 basis (the date of settlement will be referred to as the *Settlement Date*). Subject to clause 7, on the Settlement Date, the Sellers shall take all steps reasonably necessary to procure settlement and DCL shall arrange for the payment to each Seller, or as the Seller directs, of an amount equal to the Sale Price multiplied by the number of Sold Shares sold by that Seller, less that Seller's Respective Proportion of any fees payable under clause 3 by transfer to the account nominated by that Seller in writing for value (in cleared funds) against delivery of the respective Sold Shares, provided that DCL shall have no obligation to arrange for payment to the Sellers, and the Sellers shall have no obligation to deliver the relevant Sold Shares, to the extent that the settlement of any Sold Shares is not successfully effected with the purchaser of those Sold Shares by 4.30pm on the Settlement Date.

## **3. FEES**

- 3.1 In consideration of performing its obligations under this agreement, DCL will be entitled fees as the parties agree.
- 3.2 The fees payable under this clause 3 are payable in New Zealand dollars on receipt by the Sellers of the proceeds of sale of the Sold Shares to which the fees relates and may be retained by DCL from any amount received as agent, or deducted from any amount which it is otherwise obliged to pay the Sellers, in respect of that sale.

## **4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

### **4.1 Seller**

Each Seller represents, warrants and undertakes to DCL in respect of itself only and its Sale Shares (as set out alongside its name in Schedule 2) only at the date of this agreement and on each date until and including the Settlement Date that each of the following statements is true, accurate and not misleading:

- (a) *Body corporate*: it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) *Capacity*: the Seller has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) *Authority*: the Seller has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates and it has the appropriate authorities to enter into and perform its obligations under this agreement;
- (d) *Agreement effective*: this agreement constitutes the Seller's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (e) *Sole owner, no encumbrance*: the Seller is the holder and sole legal and beneficial owner of the Sale Shares and owns the Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights;
- (f) *Shares rank equally*: following sale by the Seller, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends;
- (g) *Power to sell*: the Seller has the corporate authority and power to sell the Sale Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares, or any of them;
- (h) *No offer document required*: the Sale Shares may be offered under the Sale (and may be offered after the Sale) without disclosure to investors in New Zealand under the Financial Markets Conduct Act 2013 (the *FMCA*) and, in particular, none of clauses 31 to 34 of Schedule 1 of the FMCA will apply in respect of the offer of Sale Shares by the Seller and managed by DCL contemplated by this agreement and that offer will not be an offer of financial products for sale that requires disclosure under Part 3 of the FMCA;
- (i) *Information true and correct*: all information provided by the Seller to DCL, whether verbally or in writing, in relation to the Sale is true and correct in all material respects and not misleading or deceptive, whether by omission or otherwise in any material respect;
- (j) *No contravention*: compliance by the Seller with all of the provisions of this agreement will not conflict with, result in a breach or violation of, or constitute a default under:
  - (i) any agreement or instrument to which the Seller is a party or by which it or any of its properties or assets are bound; or
  - (ii) any statute, rule or regulation applicable to, or any order of any court or governmental agency with jurisdiction over, the Seller, its assets or its properties;

- (k) *No inside information*: the Seller (excluding any knowledge of any of its directors, officers or employees who are not involved in or aware of the Sale) does not at the date of this agreement have any information relating to the Company or its securities that is not generally available to the market, that a reasonable person would expect, if it were generally available to the market, to have a material effect on the price of the Company's quoted securities (other than knowledge that it proposes to enter into this agreement and the transactions contemplated by it), and the Sale will not constitute a violation by the Seller of applicable insider trading laws for which there is no applicable defence;
- (l) *Chinese Walls*: in relation to the Sale, the Seller is able to rely upon the defence set out in, and is satisfying the requirements of, section 261(1) of the FMCA;
- (m) *No stabilisation or manipulation*: neither the Seller nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
- (n) *NZX listing*: the Sale Shares are quoted on the financial market operated by NZX Limited known as the NZX Main Board;
- (o) *No general solicitation or general advertising*: none of the Seller, any of its affiliates (as that term is defined in Rule 501 under the US Securities Act of 1933 (the *US Securities Act*)) (*Affiliates*), any person acting on behalf of any of them (other than DCL or its Affiliates or any person acting on behalf of any of them, as to whom the Seller makes no representation) has offered or sold, or will offer or sell, any Sale Shares in the United States using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the US Securities Act; and
- (p) *No directed selling efforts*: with respect to those Sale Shares sold, or to be sold, in reliance on Regulation S under the US Securities Act (*Regulation S*), none of the Seller, any of its Affiliates, any person acting on behalf of any of them (other than DCL or its Affiliates or any person acting on behalf of any of them, as to whom the Seller makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the US Securities Act) and each of the Seller, its Affiliates, and any person acting on behalf of any of them (other than DCL or its Affiliates or any person acting on behalf of any of them, as to whom the Seller makes no representation) has complied and will comply with the offering restrictions requirement of Regulation S.

For the purposes of this clause 4.1, the term *Affiliate* does not include (i) the Seller and its Affiliates other than the Seller and its Affiliates that it controls or (ii) the Company and its Affiliates that it controls.

#### 4.2 **Deutsche Craigs Limited**

DCL represents, warrants and undertakes to the Sellers at the date of this agreement and on each date until and including the Settlement Date, in respect of itself, Deutsche Bank AG and any branch or Related Company of DCL which performs DCL's obligations under this agreement in accordance with clause 1.9, that each of the following statements is correct:



- (a) *Body corporate*: it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) *Capacity*: it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) *Authority*: it has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates and it has the appropriate licensing, permits and authorities to enter into and perform its obligations under this agreement;
- (d) *Agreement effective*: this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) *Compliance*: it and its Affiliates will perform their obligations under this agreement, and the Sale will be conducted by it and its Affiliates (including the making of each offer or invitation to acquire Sale Shares), in accordance with all applicable laws and regulations in any relevant jurisdiction, including without limitation any applicable trade sanction or anti-money laundering laws or regulations, provided that there shall not be a breach of this warranty to the extent any breach is caused by an act or omission which constitutes a breach by a Seller of its representations, warranties and undertakings in clause 4.1 or to the extent that an offer or invitation is made to a person in a jurisdiction listed in Section 5 of Schedule 4 of the Master ECM Terms published by the New Zealand Financial Markets Association whom DCL reasonably believes having followed the practice typically complied with by investment banks of international standing in connection with a transaction of this nature in the relevant jurisdiction, to be a person who is able to give the warranties and representations listed in that Section for the relevant jurisdiction and those set out under the heading “Regulation S Offer - Category 1 – excluding Eligible U.S. Fund Managers” in Section 2 of that Schedule;
- (f) *Status*: it is a “qualified institutional buyer” (as defined in Rule 144A under the US Securities Act (*QIB*)) or is not a “US person” (as defined in Rule 902(k) under the US Securities Act);
- (g) *No US registration*: it acknowledges that the Sale Shares have not been registered and will not be registered under the US Securities Act and they undertake to offer and sell the Sale Shares only in accordance with (i) the provisions of Rule 903 or Rule 904 under the US Securities Act and (ii) Rule 144A under the US Securities Act;
- (h) *No solicitation*: it, its Affiliates and any person acting on behalf of any of it, has not solicited offers for or offered to sell, and will not solicit offers for, or offer or sell, the Sale Shares in the “United States” (as defined in Rule 902(l) under the US Securities Act) using any form of “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the US Securities Act;
- (i) *Broker-dealer requirements*: all offers and sales of Sale Shares in the United States by it and any of its Affiliates will be effected in accordance with all applicable US broker-dealer requirements;

- (j) *Non-US offers:* it, its Affiliates and any person acting on its behalf has offered the Sale Shares, and will offer and sell the Sale Shares, only in offshore transactions (as defined in Rule 902(h) under the US Securities Act) in compliance with Regulation S. With respect to those Sale Shares sold or to be sold in reliance on Regulation S, none of DCL, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any “directed selling efforts” (as that term is defined in Rule 902(c) under the US Securities Act); and
- (k) *No stabilisation or manipulation:* none of DCL or any of its Affiliates or any person acting on behalf of any of them has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Shares in violation of any applicable law.

#### **4.3 Representations and warranties continue in force**

The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

#### **4.4 Acknowledgement of reliance on representations and warranties**

The party or parties giving the above representations and warranties acknowledge that the other party or parties have relied on these representations and warranties in entering into this agreement and will rely on these representations and warranties in performing their respective obligations under this agreement.

#### **4.5 Notification**

Each party agrees that it will tell the other parties promptly upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Shares:

- (a) any material change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

### **5. UNDERTAKINGS OF THE SELLERS**

5.1 The Sellers must not, prior to the settlement of purchases in accordance with this agreement and the Clearing and Settlement Rules, commit, be involved in or acquiesce to any activity in relation to the Sale which breaches:

- (a) the FMCA or the Takeovers Code Approval Order 2000;
- (b) any other applicable laws or regulations in New Zealand or otherwise;
- (c) the listing rules of NZX;
- (d) its constitution; or
- (e) any legally binding requirement of the Financial Markets Authority (FMA) or the NZX; and

in each case to the extent such breach impacts or could reasonably be expected to impact on the sale of the Sale Shares, this agreement or the Company, each of these undertakings being material terms of this agreement.

## **6. INDEMNITY**

- 6.1 The Sellers will keep DCL, Craigs Investment Partners Limited, Deutsche Bank AG and their Related Companies and their respective directors, officers, partners, employees, representatives and agents (*Indemnified Parties*) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any properly incurred expenses arising in connection therewith) (*Losses*) sustained or incurred in connection with this agreement, the Sale or any breach of this agreement by the Sellers (including any breach of any of the above representations or warranties given by the Sellers) and will reimburse an Indemnified Party for all reasonable and properly incurred out of pocket costs, charges and expenses which it may properly pay or incur in connection with investigating, disputing or defending in good faith and on reasonable grounds any such action, demand or claim for which it is indemnified under this agreement.
- 6.2 The indemnity in clause 6.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent those Losses result from:
- (a) any fraud, recklessness, wilful misconduct or negligence of that Indemnified Party as determined by a judgment of a Court of competent jurisdiction;
  - (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law; or
  - (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under applicable law as determined by a judgment of a Court of competent jurisdiction; or
  - (d) each party paying its own out of pocket costs and expenses (including any advisers' fees and bookbuild software usage costs) incurred by it in connection with this agreement or the Sale.
- 6.3 If DCL becomes aware of any suit, action, investigation, proceedings, demand or claim in respect of which an Indemnified Party wishes to claim for indemnification under the indemnity contained in this clause 6, DCL must promptly notify the Sellers of the substance of that matter. The failure of DCL to notify the Sellers pursuant to this clause will not release the Sellers from any obligation or liability which they may have pursuant to this agreement except that such liability will be reduced to the extent to which the amount the subject of the indemnity under clause 6 has increased, as a result of the failure to so notify.
- 6.4 An Indemnified Party must not admit liability in respect of all or part of, or settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any suit, action, investigation, proceeding, demand or claim to which the indemnity in clause 6.1 relates without the prior written consent of the Sellers, such consent not to be unreasonably withheld.

- 6.5 The indemnity in clause 6.1 is a continuing obligation, separate and independent from the other obligations of the parties under this agreement and survives termination or completion of this agreement. It is not necessary for an Indemnified Party to incur expense or make payment before enforcing that indemnity, provided always that DCL shall repay to the Sellers all amounts received under the indemnity to the extent that such amount exceeds the amount of any Losses actually incurred or paid by DCL.
- 6.6 The parties agree that, for the purposes of the Contracts (Privity) Act 1982, the indemnity in clause 6.1 (as limited by clause 6.2) is intended to confer a benefit on, and be enforceable by, each Indemnified Party (provided that this agreement may be varied by the parties to it without the consent of any Indemnified Party).

## **7. TERMINATION EVENTS**

### **7.1 Termination events**

DCL may, without costs or liability, terminate its obligations under this agreement by giving written notice to the Sellers at any time, up to and including, 10.00am on the Settlement Date in any of the following circumstances:

- (a) a Seller contravenes any applicable provisions of the FMCA or any other applicable laws or regulations in New Zealand or otherwise or any requirement of the FMA or the NZX, other than to the extent that the Seller has the benefit of a waiver or exemption under applicable laws or a defence under section 261(1) of the FMCA in relation to any such provision or regulation or requirement;
- (b) the FMA issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale (other than in respect of the actions of DCL where such actions are not contemplated by this agreement);
- (c) the NZX suspends trading of ordinary shares in the Company on the NZX Main Board, unless as contemplated by clause 1.8 or otherwise only as a consequence or in contemplation of the Sale, either by their own initiative or at the request of the Company or the NZX removes the Company from the official list of NZX, or the NZX announce any intention to do any of the foregoing;
- (d) a Seller defaults in the performance of any of its obligations under this agreement; or
- (e) a representation, warranty or undertaking given by a Seller in this agreement is not true or correct,

provided that DCL may only terminate its obligations in any of the above circumstances if, in its reasonable opinion, the circumstances or combinations thereof:

- (f) have or would reasonably be expected to have, a material adverse effect on:
  - (i) the willingness of persons to purchase the Sale Shares; or
  - (ii) the price at which ordinary shares in the Company are traded on the NZX Main Board; or

- (g) would reasonably be expected to give rise to a material liability for an Indemnified Party under the FMCA or other applicable law.

## 7.2 **Effect of termination**

Subject to clause 6.5, if this agreement is terminated, neither DCL nor the Sellers will have any obligations under this agreement. Any termination of this agreement will be without prejudice to any accrued rights or obligations arising before or in relation to such termination.

## 8. **PUBLICITY**

The Sellers and DCL will consult with each other in respect of any material public releases by any of them concerning the Sale. The prior written consent of the other party (such consent not to be unreasonably withheld or delayed) must be obtained prior to any party making any release or announcement or engaging in publicity in relation to the Sale on or before the Settlement Date, and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of New Zealand and any other jurisdiction.

## 9. **SELLERS' REPRESENTATIVE**

9.1 The Sellers agree that when this agreement provides that any power may be exercised by, any decision may be made by, any action may be performed by, any notice may be given by, or any consent may be given by the Sellers:

- (a) then, without releasing Europa Oil NZ Limited from any obligation hereunder, that power may be exercised by, that decision may be made by, that action may be performed by, that notice may be given by and that consent may be given by BP New Zealand Holdings Limited (*Sellers' Representative*) for and on behalf of Europa Oil NZ Limited; and
- (b) DCL may rely (without further inquiry or action by them) on the exercise, decision, determination, action, notice or consent of the Sellers' Representative notified to them by the Sellers' Representative in relation to any such matters, unless the Sellers otherwise notify DCL in writing prior to DCL relying in the exercise, decision, determination, action, notice or consent of the Sellers' Representative.

9.2 Europa Oil NZ Limited irrevocably agrees to be bound by all acts and omissions of the Sellers' Representative in exercising its rights and, as relevant, performing the obligations under this agreement.

## 10. **NOTICES**

A notice, approval, consent or other communication in connection with this agreement must be:

- (a) in writing;
- (b) marked for the attention of the person specified in this clause; and

- (c) left at the address of the addressee, or sent by email to the email address of the addressee which is specified in this clause or if the addressee notifies another address or email address then to that address or email address.

The address, email address and addressee of each party is:

### **The Sellers**

Address: Watercare House  
73 Remuera Road  
Remuera  
Auckland 1050  
New Zealand  
Email: [Peter Knipping@se1.bp.com](mailto:Peter.Knipping@se1.bp.com)  
Attention: Peter Knipping

With a copy to:

Attention: Patrick Halpin  
Email: [patrick.halpin@uk.bp.com](mailto:patrick.halpin@uk.bp.com)

and

Attention: Jonathan Mills  
Email: [jonathan.mills@uk.bp.com](mailto:jonathan.mills@uk.bp.com)

### **DCL**

#### **Deutsche Craigs Limited**

Address: Level 36  
Vero Centre  
48 Shortland Street  
Auckland 1010  
New Zealand

Email: [jeremy.williamson@deutschecraigs.com](mailto:jeremy.williamson@deutschecraigs.com)  
Attention: Jeremy Williamson

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it, but if it is received after 5.00pm in the place of receipt or on a non-business day in that place, it is to be deemed received at 9.00am on the next business day in that place. A notice, approval, consent or other communication is shall be deemed to have been received, if sent by email, four business hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

## **11. GENERAL**

### **11.1 Governing Law**

The laws of New Zealand shall govern this agreement. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

### **11.2 Severability**

Each provision of this agreement is severable. If the whole or part of any provision is or becomes void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remaining provisions will not be affected.

### **11.3 Entire Agreement**

This agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes all previous understandings, agreements or arrangement whether written or oral.

### **11.4 Waiver and Variation**

A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

### **11.5 Remedies Cumulative**

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

### **11.6 Assignment**

The rights and obligations of each party under this agreement cannot be assigned without the prior written consent of the others.

### **11.7 Counterparts**

This agreement may be executed in any number of counterparts and all counterparts taken together will be regarded as one instrument.

### **11.8 Further Assurances**

Each party agrees, at its own expense, on the request of the other parties, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

### **11.9 Approvals and Consents**

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

### **11.10 Time**

All dates and times referred to in this agreement are New Zealand dates and times.

**11.11 Goods and services tax**

If goods and services tax is payable in respect of any supply made or deemed to be made by a party under this agreement, then that party may recover from the recipient of the supply an amount equal to the goods and services tax payable, in addition to and at the same time as any payment or other consideration for the supply. The supplier must provide a tax invoice for the supply to which the goods and services tax relates.

**11.12 Acknowledgement**

The Sellers acknowledge that DCL is not obliged to disclose to the Sellers or utilise for the benefit of the Sellers, any non-public information which DCL obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal Chinese wall policies of DCL.

**11.13 No fiduciary duty**

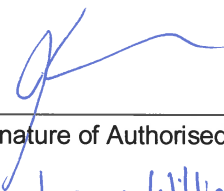
The Sellers acknowledge and agrees that:

- (a) DCL is engaged solely as an independent contractor;
- (b) DCL will be acting solely pursuant to a contractual relationship on an arm's length basis with respect to the transactions contemplated by this agreement; and
- (c) DCL will not act as a financial advisor or a fiduciary to the Sellers or any other person.

**EXECUTION**

Deutsche Craigs Limited by:

  
\_\_\_\_\_  
Signature of Authorised Signatory  
Brett Shepherd  
\_\_\_\_\_  
Name of Authorised Signatory

  
\_\_\_\_\_  
Signature of Authorised Signatory  
Jeremy Williamson  
\_\_\_\_\_  
Name of Authorised Signatory



**BP New Zealand Holdings Limited by:**

  
\_\_\_\_\_  
Signature of Authorised Signatory

  
\_\_\_\_\_  
Name of Authorised Signatory

**Europa Oil NZ Limited by:**

  
\_\_\_\_\_  
Signature of Authorised Signatory

  
\_\_\_\_\_  
Name of Authorised Signatory

## **SCHEDULE 1: TIMETABLE**

Execute Agreement	By 5.00pm, 16 March 2017
Book opens	By 5.05pm, 16 March 2017
Trading halt commences	By 9.30am, 17 March 2017
Book closes and Sale Price determined	On or around 10.00am, 17 March 2017
Trading halt ceases	On or around 2.00pm, 17 March 2017
Trade Date	17 March 2017
Settlement Date (T+2)	21 March 2017

## SCHEDULE 2: SALE SHARES

Seller	Number of Sale Shares
BP New Zealand Holdings Limited	10,667,367
Europa Oil NZ Limited	24,000,014
<b>TOTAL</b>	34,667,381