

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme COTT OIL AND GAS LTD

ACN/ARSN 160 017 390

**1. Details of substantial holder (1)**

Name INTERNATIONAL EXPLORATION SERVICES LTD

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 17/01/2014

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORDINARY SHARES	9,930,000	9,930,000	12.90%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
INTERNATIONAL EXPLORATION SERVICES LTD	DIRECT	9,930,000 ORDINARY SHARES

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
INTERNATIONAL EXPLORATION SERVICES LTD	INTERNATIONAL EXPLORATION SERVICES LTD	INTERNATIONAL EXPLORATION SERVICES LTD	9,930,000 ORDINARY SHARES

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
INTERNATIONAL EXPLORATION SERVICES LTD	SHARES ISSUED 17 JANUARY 2014	ISSUED PURSUANT TO SERVICES AGREEMENT APPENDED TO THIS FORM		9,930,000 ORDINARY SHARES

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

**7. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
INTERNATIONAL EXPLORATION SERVICES LTD	3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong

**Signature**

print name Red Ribbon Secretaries Limited capacity Secretary  
*For and on behalf of*  
Red Ribbon Secretaries Limited  
 sign here date 24/01/2014

.....  
*Authorized Signature(s)*

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

**SERVICES TERM SHEET  
THE PANDORA GAS FIELDS**

1. <b>Effective Date</b>	This Term Sheet is effective as of the 18 <sup>th</sup> day of November 2013.
2. <b>Parties</b>	<p>(a) <b>INTERNATIONAL EXPLORATION SERVICES LIMITED</b> of 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (<b>IES</b>); and</p> <p>(b) <b>WONDECLA LIMITED</b> (PNG Company Number 1-81836) of c/-945 Wellington Street, West Perth, WA 6005, Australia (<b>Wondecla</b>).</p>
3. <b>Background</b>	<p>(a) IES previously made the Database available to Wondecla, conducted a technical review in respect thereof and assisted Wondecla to secure an offer from the Government for the Participating Interest (together the <b>Services</b>).</p> <p>(b) In consideration for the provision of the Services, on the date the Participating Interest is held by Wondecla, Wondecla has agreed to procure the issue of fully paid ordinary shares in Wondecla's parent company, Cott Oil and Gas Ltd (<b>Cott</b>) to IES on the terms and conditions set out in this Term Sheet.</p>
4. <b>Binding</b>	This Term Sheet is intended to, and does, create legally binding obligations on the Parties and has effect from the date the Terms Sheet is signed by the last of the Parties to sign the Terms Sheet.
5. <b>Definitions and Interpretation</b>	<p>As used in this Term Sheet, the following words and terms shall have the meaning ascribed to them below:</p> <p>(a) "Affiliate" means a legal entity that controls or is controlled by an entity that controls a Party.</p> <p>(b) "ASX" means the Australian Securities Exchange.</p> <p>(c) "Consideration Shares" means 9,930,000 fully paid ordinary shares in Cott.</p> <p>(d) "Corporations Act" means the Australian legislation called the Corporations Act 2001 (<i>Cth</i>) (and any amended or replacement to that legislation);</p> <p>(e) "Cott" means Cott Oil and Gas Ltd, the parent company of Wondecla.</p> <p>(f) "Database" means the technical database in relation to the PNG National Gazette No G93 dated 7 March 2013 regarding the Invitation to Apply for the Grant of Petroleum Retention Licence Over Pandora Structure of Former PRL 1 (Papuan Sedimentary Basin) as amended by the PNG National Gazette No G109 dated 15 March 2013.</p> <p>(g) "Government" means the government of Papua New Guinea, and any political subdivision, agency or instrumentality of such government.</p> <p>(h) "Licence" has the meaning ascribed to the term "licence" in the Oil and Gas Act 1998 (PNG).</p> <p>(i) "New Licence" means the Petroleum Retention Licence No 38.</p> <p>(j) "Participating Interest" means an interest in the New Licence of at least 25</p>



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	<p>Percentage Points.</p> <p>(k) "Party" means a party to this Term Sheet, and "Parties" means both parties to this Term Sheet.</p>
6. <b>Costs</b>	Each Party shall be responsible for its own costs (including legal costs) incurred in any way associated with the negotiations for and performance of this Term Sheet.
7. <b>Issue of shares for assistance securing Participating Interest</b>	<p>(a) Within 5 days of full legal and beneficial ownership of the Participating Interest being held by Wondecla, in consideration for the Services previously provided, Wondecla must procure that Cott:</p> <ul style="list-style-type: none"> <li>i. issues and allots the Consideration Shares to IES;</li> <li>ii. delivers a holding statement in respect of the Consideration Shares to IES;</li> <li>iii. publishes a notice on ASX in accordance with section 708A(5)(e) of the Corporations Act; and</li> <li>iv. applies for, and uses its best endeavours to obtain, official quotation of the Consideration Shares on the ASX.</li> </ul> <p>(b) IES agrees that the Consideration Shares will be subject to a voluntary escrow period commencing on the date of issue of the Consideration Shares and ending at 5 pm (WST) on the date 6 months after the date of issue.</p> <p>(c) If the issue of Consideration Shares results in IES or any other any person having substantial holding as defined in the Corporations Act, then if IES has a substantial holding IES agrees to, and if another person has a substantial holding IES agrees to procure that person, gives substantial holding notice in accordance with the Corporations Act and complies with all other ongoing requirements of the Corporations Act in relation to the substantial holding.</p>
8. <b>Dispute Resolution</b>	<p>(a) If any dispute arises between the Parties arising out of, or in connection with, this Terms Sheet, including its construction, effect, the rights and obligations of the parties, the performance, breach, rescission or termination of this Terms Sheet, the entitlement of any Party to damages or compensation (whether for breach of contract, tort or any other cause of action) or the amount of that entitlement (<b>Dispute</b>), the Party claiming that a Dispute has arisen must deliver to the other party a notice containing particulars of the Dispute (<b>Dispute Notice</b>).</p> <p>(b) During the period of 14 days after delivery of the Dispute Notice, or any longer period agreed in writing by the Parties (<b>Initial Period</b>), each of the Parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.</p> <p>(c) If the Parties have been unable to resolve the Dispute within the Initial Period, then the dispute shall be referred to arbitration administered by the Singapore International Arbitration Centre (<b>SIAC</b>) in accordance with, and subject to, the SIAC Arbitration Rules, which are deemed to be incorporated by reference into this clause.</p> <p>(d) The tribunal shall consist of 1 arbitrator.</p> <p>(e) The seat, or legal place, of arbitration shall be Singapore but the law of</p>

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	<p>arbitration shall be the law of Western Australia.</p> <p>(f) The language of the arbitration shall be English.</p> <p>(g) A party may not commence court proceedings in respect of a Dispute unless it has complied with this Clause 11 and until the procedures in this Clause 11 have been followed in full, except where the party seeks injunctive relief in relation to a Dispute from an appropriate court.</p>
<p>9. <b>Confidentiality and Press Releases</b></p>	<p>The terms and information acquired, interpreted, developed or disclosed under this Term Sheet shall be held confidential by both Parties and their Affiliates during the term of this Term Sheet and for a period of three (3) years after the termination of this Term Sheet. The existence and terms of this Term Sheet shall be considered confidential information. This Clause 9 does not apply to:</p> <p>(a) the provision of information by Wondecla to Cott or any of their Affiliates; or</p> <p>(b) information either Party or Cott is required by law or the rules of a recognised stock exchange to disclose; or</p> <p>(c) the provision of information by either Party to its advisers, to the extent necessary for the provision of advice.</p>
<p>10. <b>Termination</b></p>	<p>(a) This Term Sheet shall take effect on the date it is signed by the last of the Parties to sign it and shall only terminate on the Commercialisation Interest being fully redeemed in accordance with the Term Sheet.</p> <p>(b) Despite termination of this Term Sheet, each Party shall remain bound by the provisions of Clause 9 for the period contemplated in that Clause.</p>
<p>11. <b>Conduct and Warranties as to No Payments, Gifts and Loans</b></p>	<p>(a) In relation to the granting or entering into of this Term Sheet or with respect to the performance of the matters which are the subject of this Term Sheet, each Party:</p> <p>i. warrants after making due and careful enquiry that it and its Affiliates have not made, offered, or authorised; and</p> <p>ii. agrees that it will not make, offer, or authorise, any payment (including any "facilitation payment"), gift, promise or other advantage or benefit, whether directly or through any other person or entity, to or for the use or benefit of any public official (being any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public or state owned enterprise or public international organization) or any political party or political party official or candidate for office.</p> <p>(b) Each Party shall defend, indemnify and hold the other Party harmless from and against all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by the first Party of the warranty provided in Clause 15(a). This indemnity shall survive termination or expiration of this Term Sheet.</p> <p>(c) Each Party shall in a timely manner:</p> <p>i. respond in reasonable detail to any notice from the other Party reasonably connected with the warranty provided in Clause 15(a);</p>

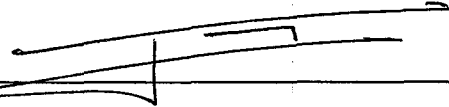
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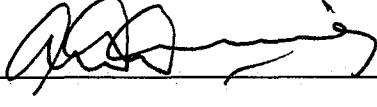
	<p>and</p> <p>ii. furnish applicable documentary support for such response upon request from that other Party.</p> <p>(d) Each Party for itself and each of its Affiliates, and its and its Affiliates directors, officers, employees and other personnel of any of them or any person or entity acting on behalf of any of them (including secondees) undertakes not to engage in any of the following activities without the other Party's prior written consent:</p> <p>i. the giving to or receiving, in connection with this Term Sheet, from any director, officer, employee or agent of the other Party or any Affiliate of any other party, either (A) any gift, entertainment or other benefit of significant cost or value, or (B) any commission, fee or rebate other than those specifically contemplated by this Term Sheet; or</p> <p>ii. entering into any business arrangement with any director, officer, employee or agent of the other Party or any Affiliates of any the Party (other than as a representative of the other Party or its Affiliate).</p>
12. Counterparts	This Term Sheet may be signed in any number of counterparts, and each counterpart shall be deemed an original Term Sheet for all purposes; however, no Party shall be bound by the terms of this Term Sheet unless both Parties have signed a counterpart.
13. Entirety	This Term Sheet is the entire agreement of the Parties.

IN WITNESS of their agreement each Party has caused its duly authorized representative to sign this instrument effective on the date first written above.

Executed by INTERNATIONAL EXPLORATION SERVICES LIMITED

Executed by WONDECLA LIMITED

By: 

By: 

Printed Name: MARC JAMET

Printed Name: ANDREW DIMSEY

Title: DIRECTOR

Title: DIRECTOR

Date: 18 November 2013

Date: 18 November 2013