

**Securities Act 1997.**

Section 116(2).

Form 4.

**NOTICE OF CHANGE IN SUBSTANTIAL SHAREHOLDING.**

*Note: To be given to the company, the stock exchange on which it is listed and the Securities Commission by a person who is a substantial shareholder where there is a change of 1% or more in the relevant interests of the person. This form must be given within two days after the person becomes aware of the change. Use a separate form for each substantial shareholder that has a change of 1% or more in their relevant interests. Use a Form 5 where the person ceases to be a substantial shareholder as a result of the change.*

<b>1.</b>	<b>Name of listed company</b>	OIL SEARCH LIMITED (POMSoX : OSH; ASX : OSH)
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*Note: Insert the name of the listed company in which the substantial shareholding is held.*

<b>2.</b>	<b>Name of stock exchange</b>	Ports Moresby Stock Exchange Limited (POMSoX : OSH) ; Australian Securities Exchange (ASX)
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*Note: Insert the name of the stock exchange on which the company is listed.*

**3. Details of person that is a substantial shareholder.**

<b>Given names (natural persons only)</b>	<b>Surname or Corporate name and registration number, if applicable</b>	<b>Residential address or address of registered office</b>	<b>Postal address</b>
N/A	JPMorgan Chase & Co. and its affiliates	270 Park Avenue, New York, New York, NY, NY, 10017, United States	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036

<b>4.</b>	<b>Date of change in relevant interests.</b>	23rd February 2016
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*Note: Insert the date of the change of the relevant interest of the person named in Item 3 in the listed company in Item 1, not the date on which the person became aware of the change.*

<b>5.</b>	<b>Date of last notice given by substantial shareholder</b>	22nd February 2016
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*Note: Insert the date on which the person named in Item 3 last gave a notice in accordance with Section 115, 116 or 117 of the Act in relation to the voting shares i.e. a Form 3, 4 or 5.*

**6. Voting shares in which a relevant interest is held.**

	<b>Number of Shares.</b>	<b>% of shares in company.</b>
<b>Voting shares before the change.</b>	98,995,787	6.50
<b>Voting shares after the change.</b>	132,875,739	8.73

*Note: Insert the number and percentage of voting shares in which the person has a relevant interest, before and after the date in Item 5. The terms "voting shares" and "relevant interest" are defined in Sections 112–114 of the Act.*

	<b>Before the change.</b>	<b>After the change.</b>
<b>7. Total number of voting shares issued by the listed company.</b>	1,522,692,587	1,522,692,587

*Note: Insert the total number of voting shares issued by the listed company used for the purpose of calculating the percentages in Item 6.*

**8. Particulars of relevant interests after the change.**

<b>Name(s) of registered holder(s).</b>	<b>Brief description of the nature of the relevant interests in the voting shares.</b>	<b>Class of voting shares in which relevant interests held &amp; Number of voting shares affected by the transaction.</b>	<b>Brief description of the transaction under which the relevant interests arose e.g. purchase on stock exchange.</b>	<b>The consideration for the transaction (value in Kina).</b>	<b>Name of the other party to the transaction (if known). *</b>
J.P. Morgan Securities Plc	See Section 11 below and Annexure A	74,694,900 (Ordinary)	See Section 11 below	Obligations under the equity derivative financing transaction between UBS AG, Australia Branch and J.P. Morgan Securities Plc	UBS AG, Australia Branch
Citibank Limited Melbourne	In its capacity as investment manager or in various other related	197,511 (Ordinary)	Annexure B	Annexure B	N/A

	capacities				
DBS Nominees Pte Ltd a/c The Bank of New York Brussels	In its capacity as investment manager or in various other related capacities	71,400 (Ordinary)	Annexure B	Annexure B	N/A
HSBC Bank Australia Ltd	In its capacity as investment manager or in various other related capacities	2,500,385 (Ordinary)	Annexure B	Annexure B	N/A
HSBC Bank of Australia, Sydney	In its capacity as investment manager or in various other related capacities	1,327,537 (Ordinary)	Annexure B	Annexure B	N/A
HSBC- Fund Services A/c 006JF	In its capacity as investment manager or in various other related capacities	174,575 (Ordinary)	Annexure B	Annexure B	N/A
HSBC Securities Australia Ltd Sydney	In its capacity as investment manager or in various other related capacities	8,603,618 (Ordinary)	Annexure B	Annexure B	N/A
J.P. Morgan Nominees Australia Limited	In its capacity as investment manager or in various other related capacities	1,862,953 (Ordinary)	Annexure B	Annexure B	N/A
JPMorgan Chase Bank - Sydney	In its capacity as investment manager or in various other related capacities	30,202,068 (Ordinary)	Annexure B	Annexure B	N/A
National Australia Bk Ltd Melbourne	In its capacity as investment manager or in various other related capacities	4,954,096 (Ordinary)	Annexure B	Annexure B	N/A
State Street Bank & Trust Co. (Toronto)	In its capacity as investment manager or in various other related capacities	9,432 (Ordinary)	Annexure B	Annexure B	N/A
JPMorgan Chase Bank - London	In its capacity as investment manager or in various other	888,549 (Ordinary)	Annexure B	Annexure B	N/A

	related capacities				
NAB - KAS Depository Trust Company	In its capacity as investment manager or in various other related capacities	1,416,407 (Ordinary)	Annexure B	Annexure B	N/A
HSBC Custody Nominees (Australia) Ltd	In its capacity as investment manager or in various other related capacities	385,080 (Ordinary)	Annexure B	Annexure B	N/A
BNP Paribas Securities Serv France	In its capacity as investment manager or in various other related capacities	254,400 (Ordinary)	Annexure B	Annexure B	N/A
Various clients and custodians	In its capacity as investment manager or in various other related capacities	22,080 (Ordinary)	Annexure B	Annexure B	N/A
New Economy Nominee	Purchase and sales of shares in its capacity as Principal/Proprietary	800 (Ordinary)	Annexure B	Annexure B	N/A
New Economy Nominee	Holder of securities subject to an obligation to return under a securities lending agreement (refer to Annexure C)	1,053,010 (Ordinary)	Annexure B	Annexure B	N/A
ECAP Nominees	Purchase and sales of shares in its capacity as Principal/Proprietary	34,136 (Ordinary)	Annexure B	Annexure B	N/A
ECAP Nominees	Holder of securities subject to an obligation to return under a securities lending agreement (refer to Annexure C)	2,999,900 (Ordinary)	Annexure B	Annexure B	N/A

DCC Melbourne	Purchase and sales of shares in its capacity as Principal/Proprietary	725,000 (Ordinary)	Annexure B	Annexure B	N/A
J.P. Morgan Securities LLC	Purchase and sales of shares in its capacity as Principal/Proprietary	300,000 (Ordinary)	Annexure B	Annexure B	N/A
J.P. Morgan Clearing Corp	Holder of securities subject to an obligation to return under a securities lending agreement (refer to Annexure C)	50,000 (Ordinary)	Annexure B	Annexure B	N/A
J.P. Morgan Clearing Corp	Securities held by J.P. Morgan Clearing Corp pursuant to a Prime Brokerage Agreement	147,902 (Ordinary)	Annexure B	Annexure B	N/A

*\* This information is not required where the transaction took place on a stock exchange. Otherwise, if not known, insert "unknown".*

*Note: Where there is insufficient space on the form to supply the information required, use additional forms or annex a separate sheet in the same format containing the information.*

**9. Details of other person(s) giving a notice for the same transaction.**

Given names ( <i>natural persons only</i> )	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
N/A	UBS AG, Australia Branch	Level 16, Chifley Tower 2 Chifley Square Sydney NSW 2000 Australia	Level 16, Chifley Tower 2 Chifley Square Sydney NSW 2000 Australia

*Note: If known, insert the name and address of any other person(s) believed to have given, or to be intending to give, notice, whether a Form 3, 4 or 5, in relation to the transaction to which this notice relates. If not known, insert, "unknown".*

**10. Details of any associate who also has a relevant interest in the voting Shares.**

Given names ( <i>natural persons only</i> )	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
N/A	J.P. Morgan Investment Management Inc.	c/o CT Corporation, 1209 Orange Street, Wilmington, DE2, DE, 19801-1120, United States	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JF Asset Management Limited	21st Floor, Chater House,8 Connaught Road Central, Hong Kong., Hong Kong, Hong Kong	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JF International Management Inc.	Palm Grove House,P.O. Box 438, Road Town, Tortola, British Virgin Islands., Tortola, British Virgin Islands	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JPMorgan Asset Management (Australia) Limited	Level 18, 85 Castlereagh Street, Sydney	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JPMorgan Asset Management (Taiwan) Limited	20F & 21, No.1 Song Zhi Rd,Xin Yi District, Taipei City, Taiwan., Taipei, 110, Taiwan Province of China	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JPMorgan Asset Management (UK) Limited	60 Victoria Embankment, London, EC4Y0JP, England	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	JPMorgan Chase Bank, National Association	1111 Polaris Parkway, Columbus, Delaware, OH, OH, 43240, United States	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	J.P. Morgan Securities Australia Limited	Level 18, 85 Castlereagh Street, Sydney, NSW 2000, Australia	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	J.P. Morgan Securities LLC	c/o CT Corporation, 1209 Orange Street, Wilmington, DE2, DE, 19801-1120, United States	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	J.P. Morgan Securities plc	25 Bank Street, Canary Wharf, London, E14 5JP, London, E14 5JP, England	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036
N/A	J.P. Morgan Clearing Corp	c/o CT Corporation, 1209 Orange Street, Wilmington, DE2, DE, 19801-1120, United States	1 Changi Business Park Central 1 6th floor One @ Changi Singapore 486036

**Nature of Association:** Subsidiaries of JPMorgan Chase & Co.

**Details of Relevant Interest of Associate:**

Holder of relevant interest	Nature of relevant interest	Class and number of securities
J.P. Morgan Securities plc	Rights under the equity derivative financing transaction between UBS AG, Australia Branch and J.P. Morgan Securities Plc (see Section 11	74,694,900 (Ordinary)

	below)	
J.P. Morgan Clearing Corp	Holder of securities subject to an obligation to return under a securities lending agreement	50,000 (Ordinary)
J.P. Morgan Clearing Corp	Securities held by J.P. Morgan Clearing Corp pursuant to a Prime Brokerage Agreement	147,902 (Ordinary)
J.P. Morgan Investment Management Inc.	In its capacity as investment manager or in various other related capacities	32,475,885 (Ordinary)
JF Asset Management Limited	In its capacity as investment manager or in various other related capacities	8,091,100 (Ordinary)
JF International Management Inc.	In its capacity as investment manager or in various other related capacities	6,070 (Ordinary)
JPMorgan Asset Management (Australia) Limited	In its capacity as investment manager or in various other related capacities	232,118 (Ordinary)
JPMorgan Asset Management (Taiwan) Limited	In its capacity as investment manager or in various other related capacities	36,870 (Ordinary)
JPMorgan Asset Management (UK) Limited	In its capacity as investment manager or in various other related capacities	6,855,091 (Ordinary)
JPMorgan Chase Bank, National Association	In its capacity as investment manager or in various other related capacities	5,172,957 (Ordinary)
J.P. Morgan Securities Australia Limited	Purchase and sales of shares in its capacity as Principal/Proprietary	34,936 (Ordinary)
J.P. Morgan Securities Australia Limited	Holder of securities subject to an obligation to return under a securities lending agreement	4,052,910 (Ordinary)
J.P. Morgan Securities LLC	Purchase and sales of shares in its capacity as Principal/Proprietary	300,000 (Ordinary)
J.P. Morgan Securities plc	Holder of securities subject to an obligation to return under a securities lending agreement	725,000 (Ordinary)

*Note: Provide the name and address of each associate of the person submitting this notice who has a relevant interest in voting shares in the company, and the nature of the association with the associate and the details of the relevant interest of the associate.*

**11. Prescribed particulars of any agreement under which substantial shareholding acquired.**

<b>Date of any agreement</b>	<b>Material terms of any agreement (whether written or oral)</b>
22 <sup>nd</sup> February 2016	<p>The arrangement under which J.P. Morgan Securities Plc has acquired the Relevant Shares disclosed in this notice is through an equity derivative financing with UBS AG, Australia Branch (UBS). The relevant document being the confirmation letter dated 22 February 2016 between JPM and UBS (Confirmation) (which supplements, forms part of and is subject to the 2002 ISDA Master Agreement and the 1995 ISDA Credit Support Annex, together with the agreed Elections and Variables in Paragraph 11 (CSA)).</p> <p>Under the CSA, the title to the shares in Oil Search Limited which are the subject of the equity derivative financing are transferred to J.P. Morgan Securities Plc, as eligible credit support for the financial obligations of UBS under the equity derivative financing, and J.P. Morgan Securities Plc has an obligation to transfer equivalent credit support (being shares in Oil Search Limited) back to UBS upon settlement of the equity derivative financing.</p>

*Note: Provide the details of the material terms of any agreement, whether written or oral, and the details of the material terms of any relevant agreement through which a relevant interest, the subject of the notice, was changed. True copies of the documents must be submitted with this form.*

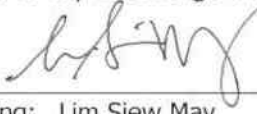
**12. The following documents must be submitted with this form—**

- A. A true copy of any document setting out the material terms of any agreement that—
  - (a) contributed to the person having to submit this form;
  - (b) is in writing or in a document in which the material terms of an oral agreement have been reduced to writing in accordance with Section 40(5)(c) of the Regulation; and
  - (c) is readily available to the person submitting the notice; or
- B. Where a document in Paragraph A is not readily available to the person submitting this form, a memorandum in writing detailing the material terms of the document.

The number of pages that accompany, or are annexed to, this notice is \_\_\_\_\_.

**13. Declaration.**

I declare that to the best of my knowledge and belief the information in this form is true and correct.

Signature:   
Full Name of Person Signing: Lim Siew May  
Role: Associate Date: 25<sup>th</sup> Feb 2016

*Note: Where this notice is given by a body corporate it must be signed by a director or secretary who is authorised by the board of the body corporate to give the notice. Initials are not sufficient for the full name of the person signing this form.*



Annexure A

**Back Collar Confirmation**  
Execution version



UBS AG, Australia Branch  
ABN 47 088 129 613  
AFSL No. 231087  
Level 16 Chifley Tower  
2 Chifley Square  
Sydney NSW 2000 Australia

OTC Operations  
Tel. +612-9324 3455  
Fax. +612-9324 2880

**Date:** 22 February 2016

**To:** J.P. Morgan Securities plc (*JPM or Party A*)  
c/o J.P. Morgan Securities (Asia Pacific) Limited  
28/F Charter House  
8 Connaught Road  
Hong Kong

**E-mail:** [bregje.debest@jpmorgan.com](mailto:bregje.debest@jpmorgan.com) / [sofie.e.sullivan@jpmorgan.com](mailto:sofie.e.sullivan@jpmorgan.com) /  
[anish.g.varghese@jpmorgan.com](mailto:anish.g.varghese@jpmorgan.com)

**Attention:** Bregje De Best / Sofie Sullivan / Anish G Varghese

**Tel:** +852 2800 6924 / +61 2 9003 8361 / +852 2800 7135

**Fax:** +852 2810 8819

**From:** UBS AG, Australia Branch (ABN 47 088 129 613) of Level 16, Chifley Tower, 2 Chifley Square, Sydney NSW 2000 (*UBS or Party B*)

**Subject:** Financing transaction in respect of OSH

Dear Sirs/Madams,

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the above referenced transaction entered into between JPM and UBS on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

This Confirmation evidences a complete binding agreement between the parties as to the terms of the Transaction to which this Confirmation relates. The parties agree that this Confirmation shall supplement, form part of, and be subject to, an agreement in the form of the 2002 ISDA Master Agreement as if on the Trade Date the parties had executed such agreement but without any Schedule, except for the election of Australian Dollars as the Termination Currency and New South Wales as the governing law and such other elections and modifications detailed herein referring to the ISDA Form (the "**Deemed Agreement**") and that each Confirmation entered into between the parties shall each be supplemented by and be subject to the terms of each 1995 ISDA Credit Support Annex with the elections and modifications provided in that Confirmation. The parties agree that the terms of each Annex to the 2002 Master Agreement Protocol published by the International Swaps and Derivatives Association, Inc ("**Protocol**") apply to the agreement as if the parties had adhered to the Protocol without amendment.

The parties acknowledge they have previously entered into a 2002 ISDA Master Agreement and supplementary 1995 ISDA Credit Support Annex dated 12 December 2013 ("**Primary ISDA Agreement**"). For the avoidance of doubt, the parties confirm that the terms of the Primary ISDA Agreement do not apply to the Transaction under this Confirmation, and this Transaction and the Transaction constituted under the CSA (as defined herein) are the sole transactions under the Deemed Agreement, and neither this Transaction nor the Transaction

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constituted under the CSA (as defined herein) constitutes a "Transaction" for the purpose of the Primary ISDA Agreement. The parties further agree that any future Confirmation(s) entered into between the parties shall supplement the Primary ISDA Agreement, rather than the Deemed Agreement, unless other parties otherwise expressly agree in writing.

The parties agree that this Transaction and the Transaction constituted by the CSA (as defined herein) are the only "Transactions" (within the meaning under the Deemed Agreement) that are subject to, and governed by, the Deemed Agreement, unless the parties otherwise expressly agree in writing.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**") and the 2006 ISDA Definitions (the "**2006 Definitions**", and together with the Equity Definitions, the "**Definitions**"), in each case, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. References herein to a "Transaction" shall be deemed references to a "Share Option Transaction" for the purposes of the Equity Definitions.

In the event of any inconsistency between the provisions of the Deemed Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

The terms of the particular Transaction to which this Confirmation relates are as follows:

### GENERAL TERMS

Trade Date :	<u>22</u> February 2016
Effective Date:	The date that is the "Effective Date" under the Front Collar Amendment and Restatement Deed.
Tax:	Has the meaning given in the Deemed Agreement and includes any stamp, registration, documentation or similar tax, duty, levy, fee or other imposition.
Shares:	Fully paid ordinary shares of Oil Search Limited (ARBN 055 079 868). ASX code "OSH".
Business Days:	Sydney
Currency Business Days:	Sydney
Convention:	If a payment or delivery is due, or a notice must be given or received, under this Confirmation on a day that is not a Business Day, a Local Business Day or a Currency Business Day, as the case may be, then the payment or delivery must be made, or the notice must be given or received, on the next Business Day, Local Business Day or Currency Business Day, as the case may be, immediately after that day.
Calculation Agent:	Party A

### TERMS

Initial Exchange Payer:	Party A
Initial Exchange:	Party A shall pay to Party B the Aggregate Initial Exchange Amount on the Initial Exchange Date.

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Aggregate Initial Exchange Amount:	The amount specified as such in the Back Collar Side Letter.
Initial Exchange Date:	The date that is one Settlement Cycle following the Effective Date.
Final Exchange Payer:	Party B
Final Exchange Amount per Tranche:	The Final Exchange Amount for each Tranche is the amount described as such in the Back Collar Side Letter.
Collar Group Final Exchange Amount:	Means, in respect of each Collar Group, the amount described as such in the Back Collar Side Letter, which is the sum of the Final Exchange Amounts of the Tranches that make up the Collar Group.
Final Exchange Payment Date:	<p>If Cash Settlement is applicable in respect of a Collar Group, then Party B must pay to Party A the Collar Group Final Exchange Amount on the Collar Group Final Exchange Date for the relevant Collar Group.</p> <p>If Physical Settlement is applicable to a Tranche, then Party B must pay to Party A the Final Exchange Amount for that Tranche on the Settlement Date for that Tranche.</p> <p>Collar Group Final Exchange Dates and Expiration Dates of each Tranche are set out in Schedule 1 to the Back Collar Side Letter.</p>
Collar Group Final Exchange Date:	Means, in respect of a Collar Group, the collar group final exchange date for that Collar Group as set out in section (B) of Schedule 1 to the Back Collar Side Letter.
Adjustments:	If any terms of the notional Put Options and Call Options are adjusted by the Calculation Agent in accordance with this Confirmation, Party A shall be entitled to adjust the financing terms above including but not limited to the Final Exchange Amount.

## OPTION TERMS

### General Terms

Single Transaction:	<p>Party A and Party B acknowledge and agree that</p> <ol style="list-style-type: none"><li>the Share Option Transaction the subject of this Confirmation is a “<b>Step Collar</b>” option comprising 12 “<b>Collar Groups</b>”;</li><li>each Collar Group comprises 5 Tranches each with a different Expiration Date;</li><li>each Tranche is made up of 5 “<b>Component Collars</b>” with the same Expiration Date and the applicable strike prices set out in Schedule 1 to the Back Collar Side Letter;</li><li>each Component Collar is made up of notional “<b>Put Options</b>” and “<b>Call Options</b>” over the same number of Shares;</li><li>the Step Collar, the Collar Groups, the Tranches, the Component Collars and the notional Put Options and notional Call Options comprised within them are not separate Transactions for the purposes of the Deemed Agreement, cannot be traded or dealt with separately and all payment and delivery obligations described herein form one Transaction for the purposes of the Deemed Agreement; and</li><li>without limiting paragraph (e) above, the Component Collars that make up a Tranche and the Initial Exchange Amount and Final Exchange Amount that correspond to that Tranche cannot be terminated independently of each other (each being a “<b>Related Transaction</b>” of the others), and</li></ol>
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**"Related Options"** mean the Put Options and Call Options that make up the Component Collars in each Tranche.

Additional details of the Component Collars, Tranches and Collar Groups are set out in Schedule 1 to the Back Collar Side Letter.

This Confirmation must be construed and interpreted accordingly.

Put Option Seller:	Party A
Put Option Buyer:	Party B
Call Option Seller:	Party B
Call Option Buyer:	Party A
Option Style:	European
Option Entitlement:	1 Share per Option.
Strike Price:	Means the Put Strike for each notional Put Option or the Call Strike for each notional Call Option that make up each Component Collar set out in the table in section (A) of Schedule 1 to the Back Collar Side Letter.
Aggregate Number of Shares:	The sum of each Tranche Quantity for all outstanding Tranches, which as at the Effective Date is 74,694,900.
Collar Group Quantity:	The aggregate number of Shares comprised in a Collar Group. The Collar Group Quantity for each Collar Group is specified in the Back Collar Side Letter
Tranche Quantity	The number Shares per Tranche. The Tranche Quantity for each Tranche is specified in the Back Collar Side Letter
Number of Put Options per Component Collar:	The number specified as such in the Back Collar Side Letter
Number of Call Options per Component Collar:	The number specified as such in the Back Collar Side Letter
Premium:	Not applicable. There is no Premium payable by Party A or Party B in respect of the Transaction.
Expiration Date:	The Expiration Date for each Tranche as set out in section (B) of Schedule 1 to the Back Collar Side Letter is the Expiration Date of the Component Collars in that Tranche and all the notional Put Options and notional Call Options that make up the Component Collars in that Tranche.
Exchange:	Australian Securities Exchange ("ASX") or any successor to such exchange or quotation system.
Related Exchange:	Not applicable

### Procedure for Exercise of Put Options and Call Options

Expiration Time:	The Scheduled Closing Time on the Exchange on the Expiration Date of the Put Option or Call Option.
Exercise Date:	The Expiration Date of the Put Option or Call Option.
Automatic Exercise:	Applicable, provided that Section 3.4(c) of the Equity Definitions shall be deleted in its entirety and replaced with the following: <i>"In-the-Money" means, in respect of a Call Option, that the Reference Price is greater than the applicable Strike Price and, in</i>

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*respect of a Put Option, that the Reference Price is equal to or less than the applicable Strike Price."*

### Valuation (for the purposes of Settlement and Exercise)

Valuation Time: The Expiration Time

Valuation Date: The Expiration Date

### Settlement Terms

Settlement Method Election: Applicable in respect of each Collar Group, provided that any election is irrevocable, given in respect of only one Collar Group at any one time, and the election (or default position in the absence of any election) shall apply to each Collar Group separately. Once a Settlement Method is elected for a Collar Group it shall apply to all Tranches (and therefore to all Component Collars and Related Options) in the Collar Group.

Electing Party: Party B.

Settlement Method Election Date: In respect of an Optional Early Termination, the date the Optional Early Termination Notice is provided, otherwise, the date falling 10 Scheduled Trading Days prior to the earliest Expiration Date of each Collar Group (or such later date as Party A may agree following a request by Party B).

Default Settlement Method: Cash Settlement

Reference Price: For the purposes of determining whether a Put Option or a Call Option is "In-the-Money", the Reference Price is the Volume Weighted Average Price of the Share on the Exchange at the Expiration Time on the Expiration Date for that Put Option or Call Option.

Volume Weighted Average Price (for purposes of Reference Price): Means the price referenced for OSH AU Equity VWAP on Bloomberg (code RQ017).

Settlement Price: For each Put Option and Call Option in respect of which Cash Settlement is applicable, the price per Share in Australian dollars that Party A has achieved or considers in a commercially reasonable manner that it would have achieved, in terminating or liquidating applicable Hedge Positions on the Expiration Date for that Put Option or Call Option plus applicable commissions and Taxes and any stamp, registration, documentation or similar tax, duty, levy, fee or other imposition.

Cash Settlement: If Cash Settlement is applicable in respect of a Tranche, then the Seller must pay to the Buyer the Cash Settlement Amount for that Tranche, if any, on the Cash Settlement Payment Date for that Tranche, and Section 8.1 of the Equity Definitions shall not apply.

Cash Settlement Amount: In respect of each Tranche, the Cash Settlement Amount payable by Party B to Party A is an amount equal to the Aggregate Call Option Cash Settlement Amount minus the Aggregate Put Option Cash Settlement Amount, subject to a minimum of zero; and the Cash Settlement Amount payable by Party A to Party B is an amount equal to the Aggregate Put Option Cash Settlement Amount minus the Aggregate Call Option Cash Settlement Amount, subject to a minimum of zero.

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For the purposes of this calculation:

- the Aggregate Call Option Cash Settlement Amount is the sum of the Option Cash Settlement Amounts in respect of each Call Option comprised in that Tranche which is exercised or deemed to be exercised on the Exercise Date of such Tranche, calculated in accordance with Section 8.2(b) of the Equity Definitions; and
- the Aggregate Put Option Cash Settlement Amount is the sum of the Option Cash Settlement Amounts in respect of each Put Option comprised in that Tranche which is exercised or deemed to be exercised on the Exercise Date of such Tranche, calculated in accordance with Section 8.2(b) of the Equity Definitions.

The intention of the parties is that following such calculations, only one net amount is payable by one party to the other in respect of each Tranche.

Strike Price Differential:	An amount equal to the greater of (a) the excess of (i) in the case of a Call Option, the relevant Settlement Price over the Call Strike, or (ii) in the case of a Put Option, the Put Strike over the relevant Settlement Price, and (b) zero.
Cash Settlement Payment Date:	Where Cash Settlement applies in respect of a Tranche, the date occurring one Settlement Cycle after the Expiration Date of that Tranche, provided that if such date is not a Business Day then the Cash Settlement Payment Date shall be the immediately following Currency Business Day.
Settlement Date:	Where Physical Settlement applies in respect of a Tranche, the date that falls one Settlement Cycle following the Expiration Date of that Tranche. If such date is not a Currency Business Day then the Settlement Date shall be the following Currency Business Day.
Failure to Deliver:	Applicable if Physical Settlement is applicable, provided that Party A shall be the Determining Party.

## Dividends

Dividend Amounts:	Without prejudice to Schedule 1 to this Confirmation, and except to the extent included as an adjustment pursuant to "Adjustments" below (pursuant to Section 11.2 of the Equity Definitions), no Dividend Amounts are payable by Party A or Party B in respect of the Transaction.
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## Adjustments

Method of Adjustment:	Calculation Agent Adjustment; provided, however, that: <ul style="list-style-type: none"><li>a) Section 11.2(c) of the Equity Definitions is deemed amended by the deletion of the words "(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share)" and replacing them with the words "(including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share)"; and</li><li>b) Where Party A and Party B agree that Party A will pay to Party B an Equivalent Distribution in respect of the Non-Delta Quantity and a declared Extraordinary Dividend under paragraph 11(f)(a)(ii)(A) of the 1995 ISDA Credit Support Annex to the ISDA Form ("CSA"), Section 11.2(e)(iii) of the</li></ul>
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Equity Definitions shall not apply and shall be deleted.

**Extraordinary Events**

Merger Event Date:

Section 12.1(b) of the Equity Definitions shall be amended by replacing the words “Merger Date” in the fourth last line thereof with the words “Merger Event Date”.

Sections 12.2(b) and 12.2(e) of the Equity Definitions shall be amended by replacing the words “Merger Date” each time they appear with the words “Merger Event Date”.

“**Merger Event Date**” means, in respect of a Merger Event, the date of the occurrence of such Merger Event, which shall be deemed to be Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Consequences of Merger Events

Share-for-Share:

Modified Calculation Agent Adjustment

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

Tender Offer:

Applicable

Sections 12.3(a) and 12.3(d) of the Equity Definitions shall be amended by replacing the words “Tender Offer Date” each time they appear with the words “Tender Offer Event Date”.

“**Tender Offer Event Date**” means, in respect of a Tender Offer, the date of the occurrence of such Tender Offer, which shall be deemed to be Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Consequences of Tender Offers

Share-for-Share:

Modified Calculation Agent Adjustment

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting:

Cancellation and Payment - Calculation Agent Determination

Determining Party:

Party A, in all cases

Additional Disruption Events

Change in Law:

Applicable, provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows: "(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction or (Y) a party to the Transaction will incur materially increased cost in performing its obligations under such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position)".

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Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an Affiliate thereof" after the words "a party" in the third line.
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable, provided that Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows: "(v) Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk, including, but not limited to, any currency risk) of entering into and performing its obligations with respect to this Transaction, or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction."
Consequences of Hedging Disruption:	Section 12.9(b)(iii) of the Equity Definitions is replaced with the following: "(iii) If 'Hedging Disruption' is specified in the relevant Confirmation to be applicable to a Transaction, then upon the occurrence of such an event, the Hedging Party may elect to terminate the Transaction upon notice to the Non-Hedging Party specifying the date of such termination, which may be the day on which the notice of termination is issued, in which event the Determining Party will determine the Cancellation Amount payable by one party to the other."
Increased Cost of Hedging:	Applicable, <u>provided</u> that Section 12.9(a)(vi) of the Equity Definitions is replaced as follows: "(vi) 'Increased Cost of Hedging' means that the Hedging Party would incur a materially increased (as compared with the circumstances that existed on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, currency risk) of entering into and performing its obligations with respect to this Transaction or (B) freely realise, recover, receive, repatriate, remit or transfer the proceeds of the Hedge Positions or this Transaction between accounts within the Affected Jurisdiction or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction."
Loss of Stock Borrow:	Applicable, <u>provided</u> however that Section 12.9(b)(iv)(B) of the Equity Definitions is deemed amended to include after the words "(B) refer the Hedging Party to a Lending Party" and before the words "that will lend", the words "acceptable to the Hedging Party in its sole discretion".
Maximum Stock Loan Rate:	0% per annum
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	0% per annum
Hedging Party:	Party A



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Determining Party:	Party A
Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable

## ACCOUNT DETAILS

<b>Account for payments to Party A:</b>	To be advised
<b>Account for payments to Party B:</b>	Beneficiary Bank: UBS AG Australia Bank Beneficiary Bank SWIFT: UBSWAU2S Account holder name: UBS AG Australia Correspondent: UBS AG, Australia Branch BSB: 946 612 A/c: 242624 Swift: UBSWAU2S

## ADDITIONAL PROVISIONS

### 1) Additional representations, warranties and undertakings

Each party will be deemed to represent to the other party on the date on which it enters into each Transaction that (in the absence of any written agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):-

- (A) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction will not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (B) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (C) *Status Of The Parties*. The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

Party A represents to Party B on the date of the Transaction that Party A is a “financial institution” as specified in the “Interest” provision of the tax treaty between Australia and the United Kingdom.

The parties further agree that details of this Transaction (including the identity of the counterparty) may, (1) upon request or order by any competent authority, regulatory or enforcement organisation, governmental or otherwise, including the securities exchange on which the underlying shares are listed, and (2) as required by applicable law, rules, regulations, codes or guidelines (whether having the force of law or otherwise), be disclosed in accordance with such request, order, law, rules, regulations, codes or guidelines (whether such disclosure is to be made to third parties or otherwise). By entering into the Transaction, each party agrees to such disclosure and releases the other party and any of its subsidiaries and affiliates from any duty of confidentiality owed to it in relation to such information.

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### 2) Additional Termination Event

The occurrence of any of the following events will constitute an Additional Termination Event in respect of which Party A and Party B will both be Affected Parties and this Transaction will be the sole Affected Transaction:

- (a) the occurrence of an "Event of Default" or "Termination Event" (other than the Additional Termination Event under paragraph 2(b)(i) of the confirmation under the Front Collar Agreement) under the Front Collar Agreement, in each case, in respect of which the Front Collar Transaction is a "Terminated Transaction" under the Front Collar Agreement; or
- (b) the Front Collar Transaction is terminated or cancelled, or a party is entitled in accordance with the terms of the Front Collar Agreement to terminate or cancel the Front Collar Transaction, in each case, other than as a result of the occurrence of an "Event of Default" or "Termination Event" under the Front Collar Agreement.

### 3) Optional Early Termination

- (a) Party B may, from time to time, give irrevocable notice (an "**Optional Early Termination Notice**") to each of Party A and the Calculation Agent of an optional early termination of this Transaction:

- (i) in whole; or

- (ii) in part by terminating:

- (A) all of one or more Collar Groups, where the number of Collar Groups to be terminated is less than the aggregate number of Collar Groups under this Transaction; and/or

- (B) part of one or more Collar Groups, provided that all Tranches of each such Collar Group will be terminated in the same proportion,

- (each such optional early termination, an "**Optional Early Termination**").

- (b) The Optional Early Termination Notice must be in writing and must state:

- (i) whether the Transaction is to be terminated in whole or in part;

- (ii) if the Transaction is to be terminated in part under paragraph 3(a)(ii)(A) above, each of the Collar Groups to be so terminated;

- (iii) if the Transaction is to be terminated in part under paragraph 3(a)(ii)(B) above, each of the Collar Group to be so terminated and the proportion to be so terminated expressed as a percentage of the Collar Group Quantity (such percentage, the "**Collar Group Termination Percentage**"); and

- (iv) Party B's irrevocable election of whether Cash Settlement or Physical Settlement will apply to each of the Collar Group(s) subject to optional early termination in whole or in part (each such Collar Group, an "**Affected Collar Group**").

- (c) If Cash Settlement is applicable in respect of an Affected Collar Group, then on the Currency Business Day after the day on which Party A receives the Optional Early Termination Notice from Party B or such later date as agreed between Party A and Party B (such Currency Business Day or such later date, the "**Affected Collar Group Final Exchange Payment Date**") Party B must pay to Party A the Collar Group Final Exchange Amount for that Affected Collar Group or that portion of the Collar Group Final Exchange for that Affected Collar Group referable to the proportion of that Affected Collar Group being terminated in part, as applicable (such payment amount, the "**Affected Collar Group Final Exchange Amount**"). Upon receipt by Party A of the Affected Collar Group Final Exchange Amount for an Affected Collar Group in immediately available funds, Party A agrees that, on the Scheduled Trading Day following the date of receipt by Party A of such Affected Collar Group Final Exchange Amount or on such later date as agreed between Party A and Party B, it will commence unwinding its applicable Hedge Positions in connection with that Affected Collar Group or the

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proportion of that Affected Collar Group being terminated in part. Upon receipt of by Party A of the Affected Collar Group Final Exchange Amount for an Affected Collar Group in immediately available funds, the Final Exchange Amount per Tranche for the Tranches subject to the optional early termination shall be reduced by the amount paid in respect of that Tranche.

- (d) If Physical Settlement is applicable in respect of an Affected Collar Group, the parties will agree on the Expiration Dates which will apply to each Tranche (or the portion of each Tranche) in the Affected Collar Groups.
- (e) Where Cash Settlement or Physical Settlement is applicable in respect of an Affected Collar Group, the parties agree that in relation to Party A's unwinding of its applicable Hedge Positions in connection with that Affected Collar Group or the proportion of that Affected Collar Group being terminated in part (such unwinding of applicable Hedge Positions, the "**Hedge Unwind Process**"):
  - (i) Party B may request Party A to provide Party B with a non-binding indication of the timing of the Hedge Unwind Process; and
  - (ii) the sequence of the termination (in whole or in part) of the Affected Collar Groups will be as notified by Party A to Party B.

Following the completion of the Hedge Unwind Process, the Calculation Agent shall determine in its discretion the date on which such Optional Early Termination is to be effected (the "**Optional Early Termination Date**") and the unwind amount ("**Optional Early Termination Amount**") payable by one party to the other party, which shall be:

- (iii) calculated without regard to the payment of the Party A Optional Early Unwind Payment Amount (as defined below) under paragraph 3(g) below; and
- (iv) subject to such factors as the Calculation Agent deems relevant including, without limitation, the prevailing market circumstances and the price per Share which the Hedging Party would have achieved in terminating or liquidating its applicable Hedge Positions in connection with the Optional Early Termination, as determined by the Calculation Agent in good faith and a commercially reasonable manner.

Upon determination of the Early Termination Amount by the Calculation Agent, the Calculation Agent will notify Party B of (A) the Optional Early Termination Date, (B) the Optional Early Termination Amount, (C) the date on which the Optional Early Termination Amount is payable and (D) the party by and to whom the Optional Early Termination Amount is payable.

- (f) If the Transaction is terminated in part, then the Calculation Agent will make such adjustments to the terms of the Transaction as it in good faith determines appropriate to take account of such Optional Early Termination. The parties agree that such adjustments will include, without limitation, reduction of the Tranche Quantity of each Tranche in the Affected Collar Groups to reflect the Optional Early Termination, but the Strike Prices for the Put Options and the Call Options will not be amended as a result of the Optional Early Termination.
- (g) To the extent that the Transaction is unwound pursuant to an Optional Early Termination, the parties agree and acknowledge that Party A shall pay the Party A Optional Early Unwind Payment Amount to Party B as agreed and calculated in accordance with the Front Collar Side Letter. In addition, the parties agree and acknowledge that each of the Optional Early Termination Amount and the Party A Optional Early Unwind Payment Amount may be reduced by Party A by the amount of any interest withholding tax applicable to either or both of those payments and in no circumstances is Party A required to gross up or pay any additional amounts to Party B on account of any reduction made to the Optional Early Termination Amount or the Party A Optional Early Unwind Payment Amount on account of interest withholding tax.

"**Party A Optional Early Unwind Payment Amount**" has the meaning given to it in the Front Collar Side Letter.

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The "**Early Termination Proportion**" to be used in the calculation of the Party A Optional Early Unwind Payment Amount (as defined in the Front Collar Side Letter) means:

- (i) with respect to any Tranche subject to optional early termination under paragraph 3(a)(ii)(A) above, 100%; and
- (ii) with respect to any Tranche subject to optional early termination under paragraph 3(a)(ii)(B) above, Collar Group Termination Percentage.

### 4) Credit Support

- (a) Credit Support Document means: in relation to Party A, the Guarantee issued by JPMorgan Chase Bank, N.A. dated March 23rd, 2007 and in relation to Party B, not applicable.
- (b) Credit Support Provider means: in relation to Party A, JPMorgan Chase Bank, N.A. and in relation to Party B, not applicable.
- (c) Paragraph 11 of the CSA is included as Schedule 1 hereto. However, it is acknowledged and agreed by the parties that the CSA shall operate one-way in the sense that only Party B is required to transfer Eligible Credit Support (and Party A shall not) and the CSA is modified in accordance with Schedule 1.

### 5) Back Collar Credit Support Annex

Party A and Party B agree that they are taken to have entered into a 1995 ISDA Credit Support Annex as set out in Schedule 1 to this Confirmation ("**Back Collar Credit Support Annex**").

### 6) Events of Default

Section 5(a)(vi) of the ISDA Form will apply to Party A and Party B, provided, however, that, notwithstanding the foregoing, an Event of Default will not occur under either Section 5(a)(vi)(1) or (2) if as demonstrated to the reasonable satisfaction of the other party:

- (1) the event or condition referred to in Section 5(a)(vi)(1) or the failure to pay referred to in Section 5(a)(vi)(2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature; and
- (2) funds were available to such party to enable it to make the relevant payment or delivery when due; and
- (3) such payment or delivery is made within two (2) Local Business Days after such transfer difficulties have been corrected or the error or omission has been discovered.

### 7) Cross-Default

The "Cross-Default" provisions of Section 5(a)(vi) of the ISDA Form will apply to Party A and Party B.

"**Specified Entity**" means:

- (a) In relation to Party A for the purpose of Section 5(a)(vi), none; or
- (b) In relation to Party B for the purpose of Section 5(a)(vi), none.

"**Specified Indebtedness**" will have the meaning specified in Section 14 of the ISDA Form, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party's banking business.

"**Threshold Amount**":

- (a) with respect to Party A, an amount equal to two percent (2%) of the shareholders' equity of JPMorgan Chase Bank, N.A.; and

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(b) with respect to Party B, an amount equal to two percent (2%) of the shareholders' equity of Party B,

each determined in accordance with generally accepted accounting principles in such party's country of incorporation or organization, consistently applied, as at the end of such party's most recent completed fiscal year.

### **8) Market Disruption Events**

If the Expiration Date for a Tranche is a Disrupted Day then to the extent the Expiration Date is deferred to a later date in accordance with Section 3.1(f) of the Equity Definitions, the Expiration Date(s) for the unexpired Tranche(s) in the same Collar Group shall be deferred by the same number of Scheduled Trading Days.

### **9) Miscellaneous**

#### **Offices:**

The Office of Party A for the Transaction is London.

The Office of Party B for the Transaction is Sydney.

#### **Addresses for Notices:**

The addresses for notices for the purpose of section 12(a) of the Deemed Agreement are set out on page 1 of this Confirmation.

#### **Process Agent**

JPM appoints J.P. Morgan Australia Ltd of 85 Castlereagh Street, Sydney, NSW 2000 as its Process Agent for the purposes of Section 13(c) of the ISDA Form for any proceedings in connection with the Transaction under this Confirmation. JPM undertakes to maintain this appointment until the Transaction under this Confirmation is terminated, and agrees that any such process served on that person is taken to be served on it.

#### **Governing Law and Consent to Jurisdiction**

This Confirmation will be governed by, and construed in accordance with, the laws in force in the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State without reference to choice of law doctrine.

Notwithstanding Section 13(b)(i) of the ISDA Form, each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Confirmation.

Party B irrevocably waives any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum.

### **10) FATCA - HIRE Act.**

(a) **FATCA PROTOCOL PROVISION.** "Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in Part 2(a) of the Schedule (Payer Tax Representation), if applicable, and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this

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agreement. If the parties each independently decide to adhere to any ISDA Protocol on FATCA Withholding Tax, upon effective adherence by both parties, the provisions of such Protocol shall supersede the foregoing provision

(b) **SHORT FORM HIRE ACT PROTOCOL PROVISION.** The parties agree that the definitions and provisions contained in the Attachment to the 2010 Short Form HIRE Act Protocol published by the International Swaps and Derivatives Association, Inc. on November 30, 2010 are incorporated into and apply to this Agreement as if set forth in full herein. The definition of "Indemnifiable Tax" shall not include any Dividend Equivalent Tax.

### **11) Definitions and interpretation**

**"Front Collar Transaction"** means the equity derivative transaction(s) under the Front Collar Agreement.

**"Front Collar Agreement"** means the confirmation letter dated 12 March 2014 between the Independent State of Papua New Guinea and UBS, including any ISDA master agreement or credit support annex incorporated in or entered into under or in relation to the letter or the transactions contemplated therein, as:

- (a) novated / amended and restated on or about 12 December 2014; and
- (b) amended and restated by the Front Collar Amendment and Restatement Deed,

and includes the Front Collar Side Letter.

**"Front Collar Amendment and Restatement Deed"** means the document of that title dated on or about the date of this Confirmation between, among others, UBS and KPIL.

**"Front Collar Side Letter"** means the confirmation side letter dated on or about the date of this Confirmation between UBS and KPIL relating to the confirmation letter referred to in the definition of "Front Collar Agreement" which replaces the confirmation side letter with subject "Financing transaction in respect of OSH – Confirmation Side Letter" dated 12 March 2014 between KPIL and UBS, as novated / amended and restated on 12 December 2014.

**"KPIL"** means Kumul Petroleum Investments Limited (formerly known as NPCP Investments Limited), a company established under the laws of the Independent State of Papua New Guinea.

Unless the context otherwise requires, a reference to a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

**SCHEDULE 1 – BACK COLLAR CREDIT SUPPORT ANNEX**

**Paragraph 11. Elections and Variables**

(a) ***Base Currency and Eligible Currency.***

- (i) "Base Currency" means Australian Dollars.
- (ii) "Eligible Currency" means the Base Currency.

(b) ***Credit Support Obligations.***

(i) ***Delivery Amount, Return Amount and Credit Support Amount.***

(A) ***"Delivery Amount"***

Party A is not required to deliver any Eligible Credit Support (whether by way of Delivery Amounts or Return Amounts or otherwise) to Party B in respect of the Transaction covered by this Confirmation.

Despite any other provision of this Confirmation, Party B must on the Initial Exchange Date deliver to Party A an initial Delivery Amount comprised of Shares in an amount equal to the Aggregate Number of Shares. No other Delivery Amounts are required to be delivered by Party B to Party A except in circumstances where Party A has agreed to the delivery or substitution of collateral other than the Shares, in which case any required Delivery Amounts are determined in accordance with the agreement between Party A and Party B in respect of that alternative collateral.

(B) ***"Return Amount"***

Despite any other provision of this Confirmation, Party A must on the Cash Settlement Payment Date (if Cash Settlement applies) or Settlement Date (if Physical Settlement applies) for a Tranche, deliver a Return Amount comprised of Shares in an amount equal to the Tranche Quantity for that Tranche to Party B, provided that no Event of Default has occurred in respect of which Party B is the Defaulting Party or Termination Event has occurred in respect of which Party B is the Affected Party.

To the extent that, on a Settlement Date, Party A is required to deliver a Return Amount to Party B (such quantity of Shares being "**Quantity X**") and Party B is on that date required to deliver Shares to Party A in connection with the physical settlement of the Related Options (such quantity of Shares being "**Quantity Y**"), Party A's obligation to deliver Shares under this Confirmation in respect of the relevant Tranche shall be satisfied by the delivery of a number of Shares to Party B on the Settlement Date for that Tranche, equal to the excess, if any, of Quantity X over Quantity Y.

(C) ***"Credit Support Amount"*** in Paragraph 10 does not apply and, instead, for the purposes of this Confirmation, it means at any time an amount equal to the Aggregate Number of Shares comprised in the Delivery Amount on the Initial Exchange Date less any Shares delivered to Party B under paragraph (B) ("**Return Amount**") above.

- (ii) ***Eligible Credit Support.*** The following items will qualify as "**Eligible Credit Support**":

	<b>Party B</b>	<b>Valuation Percentage</b>
<b>Fully paid ordinary shares of the Issuer, or any other</b>	<b>✓</b>	<b>100%</b>

**collateral agreed to in advance in writing by Party A**

**Australian Dollars cash** ✓ **100%**

“**Issuer**” means Oil Search Limited (ARBN 055 079 868). ASX code “OSH”.

(iii) **Thresholds.**

- (A) "**Independent Amount**" means with respect to Party A: zero  
"**Independent Amount**" means with respect to Party B: zero
- (B) "**Threshold**" means zero for both Party A and party B.
- (C) "**Minimum Transfer Amount**" means zero for both Party A and Party B.
- (D) **Rounding.** Zero

(c) **Valuation and Timing.**

- (i) "**Valuation Agent**" means Party A.
- (ii) "**Valuation Date**" means any Local Business Day.
- (iii) "**Valuation Time**" means the close of business in the Relevant Market on the Local Business Day first preceding the Valuation Date or date of calculation, as applicable.

For the purposes of this provision, “Relevant Market” means:

- (i) with respect to the calculation of Value, the principal market in which the Eligible Credit Support is traded; and
- (ii) with respect to the calculation of Exposure, the location most closely associated with the relevant Transaction;

each as determined by the Valuation Agent, or as otherwise agreed between the parties.

- (iv) "**Notification Time**" means 3:00 p.m., Sydney time, on the Local Business Day.

(d) **Exchange Date.** "**Exchange Date**" has the meaning specified in Paragraph 3(c)(ii).

(e) **Dispute Resolution.**

- (i) "**Resolution Time**" means 3:00 p.m., Sydney time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.
- (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), disputes over value will be resolved by the Valuation Agent seeking three bid quotes as of the relevant Valuation Date or date of Transfer from parties that regularly act as dealers in the securities or other property in question. The Value will be the Base Currency Equivalent of the arithmetic mean of the bid prices obtained by the Valuation Agent, multiplied by the applicable Valuation Percentage.
- (iii) **Alternative.** The provisions of Paragraph 4 will apply.

(f) **Distributions and Interest Amount.**



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Despite anything to the contrary in this Annex, Party A is only required to pay "Equivalent Distributions" to Party B as contemplated under paragraph 5(c) of the 1995 ISDA Credit Support Annex as follows:

- a) If the ex-date of an Extraordinary Dividend declared in respect of the Shares occurs during the Dividend Period then Party B agrees that:
  - (i) Party A shall not be required to pay an Equivalent Distribution to Party B in respect of a quantity of Shares equal to the Delta Quantity;
  - (ii) Party A shall either (A) pay to Party B an Equivalent Distribution equal to the Actual Dividend Amount per Share in respect of the Non-Delta Quantity or (B) make such adjustments to the terms of the Transaction in respect of the Extraordinary Dividend under Section 11.2 of the Equity Definitions; and
  - (iii) payment under paragraph (ii), if applicable, shall be made by no later than the second Business Day after the payment date of such Extraordinary Dividend or cash return by the Issuer.
  
- b) If the ex-date of an ordinary dividend declared in respect of the Shares occurs during the Dividend Period then Party B agrees that:
  - (i) Party A shall not be required to pay to Party B an Equivalent Distribution in respect of a quantity of Shares equal to the Delta Quantity;
  - (ii) Party A shall pay to Party B an Equivalent Distribution equal to the Actual Dividend Amount per Share in respect of the Non-Delta Quantity; and
  - (iii) payment under paragraph (ii) shall be made by no later than the second Business Day after the payment date of such ordinary dividend by the Issuer.

No Interest Amounts are payable by Party A to Party B.

For the purposes of the above:

**"Delta Quantity"** is a number determined by JPM that is between zero and the Aggregate Number of Shares.

**"Non-Delta Quantity"** is calculated as the Aggregate Number of Shares minus the Delta Quantity.

**"Actual Dividend Amount"** is the Australian dollar equivalent dividend amount per Share declared by the Issuer, or if the Issuer does not declare an Australian dollar equivalent dividend amount then it is the dividend amount per share declared by the Issuer multiplied by an exchange rate determined by the Calculation Agent on the ex-dividend date to convert that amount into Australian dollars, less any withholding that would be applicable to Party A when it makes a payment to Party B under this Confirmation, and less any withholding that would be applicable to a shareholder in the same position and with the same characteristics as Party A.

**"Dividend Period"** means the period from but excluding the Trade Date, to and including the Expiration Date for the relevant Tranche.

(g) ***Demands and Notices / Address for Transfers.***

- (i) Any demand, specification or notice under this Annex (each, a "**Notice**") must be delivered in writing which, for the avoidance of doubt, shall include electronic messaging or email. All Notices shall be delivered to the following email addresses and physical addresses:

With respect to Party A:

## Back Collar Confirmation

Execution version

c/o J.P. Morgan Securities (Asia Pacific) Limited  
28/F Charter House  
8 Connaught Road  
Hong Kong

Email address: [bregje.debest@jpmorgan.com](mailto:bregje.debest@jpmorgan.com) / [sofie.e.sullivan@jpmorgan.com](mailto:sofie.e.sullivan@jpmorgan.com) /  
[anish.g.varghese@jpmorgan.com](mailto:anish.g.varghese@jpmorgan.com)  
Telephone: +852 2800 6924 / +61 2 9003 8361 / +852 2800 7135  
Fax Number: +852 2810 8819  
Attention: Bregje De Best / Sofie Sullivan / Anish G Varghese

### With respect of Party B:

Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Email address: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) /  
[sh-aus-eq-support@ubs.com](mailto:sh-aus-eq-support@ubs.com) / [greg.jansz@ubs.com](mailto:greg.jansz@ubs.com) /  
[grant.schwulst@ubs.com](mailto:grant.schwulst@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com) /  
[jalpa.shillig@ubs.com](mailto:jalpa.shillig@ubs.com)  
Telephone: +61 2 9324 2216 / +61 2 9324 3140 / +61 2 9324 3193  
Fax number: +61-2-9324-2880  
Attention: Elaine Chow / Kevin Bayett / Greg Jansz / Grant Schwulst /  
Jalpa Shillig

And to: Tom Herbert  
Address: UBS AG, London Branch,  
1 Finsbury Avenue,  
London EC2M 2PP  
Email address: [tom.herbert@ubs.com](mailto:tom.herbert@ubs.com)

### (ii) **Addresses and account details for Transfers.**

#### With respect of Party A:

To be advised by Party A to Party B

#### With respect to Party B:

To be advised by Party B to Party A

### (h) ***Other Provisions.***

This Annex, including the act of transfer (disposition) itself, will be governed and construed in accordance with New South Wales law.

EXECUTION PAGES

22 FEBRUARY 2016

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us at your earliest convenience.

Agreed and accepted for and on behalf of  
**J.P. MORGAN SECURITIES PLC**

By: 

Name: FRANCES G LAVATELLI  
Title: M.D.


By:

Name:  
Title:

Agreed and accepted for and on behalf of  
UBS AG, AUSTRALIA BRANCH

By: 

Name: GRANT SCHWULST  
Title: Authorised Signatory

By:   
Name: Aaron Jones  
Title: Authorised Signatory

\*\*\*\*\*

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Annexure B For Period between 19th Feb 16 to 23rd Feb 16 (PG0008579883)									
Transaction Date	Entity	Instrument	Equity/ADR	Type of transaction	Ccy	Price	AUD Consideration	Kina Consideration	Quantity
<b>Balance as of 19 Feb 2016</b>									<b>98,995,787</b>
22-Feb-16	J.P. Morgan Clearing Corp	OIL SEARCH LTD	ADR	On lend - Return	-	-	-	-	(3,000)
22-Feb-16	J.P. Morgan Clearing Corp	OIL SEARCH LTD	Equity	On lend - Return	-	-	-	-	(3,000)
22-Feb-16	GLAS Branch - London - J.P. Morgan Whitefriars Inc.	OIL SEARCH LTD	Equity	Sale	AUD	7.25	(16,921.50)	(37,191.76)	(2,334)
22-Feb-16	JPMorgan Asset Management (Taiwan) Limited	OIL SEARCH LTD	Equity	Purchase	AUD	7.21	17,252.12	37,918.44	2,394
22-Feb-16	JPMorgan Asset Management (UK) Limited	OIL SEARCH LTD	Equity	Sale	AUD	7.00	(28,056.00)	(61,664.28)	(4,008)
23-Feb-16	J.P. Morgan Securities Australia Limited	OIL SEARCH LTD	Equity	Adjustment	-	-	-	-	(15,000,000)
23-Feb-16	J.P. Morgan Securities plc	OIL SEARCH LTD	Equity	Adjustment	-	-	-	-	(4,000,000)
23-Feb-16	J.P. Morgan Clearing Corp	OIL SEARCH LTD	Equity	Adjustment	-	-	-	-	(8,000,000)
23-Feb-16	J.P. Morgan Securities plc	OIL SEARCH LTD	Equity	Adjustment	-	-	-	-	(7,000,000)
23-Feb-16	J.P. Morgan Securities plc	OIL SEARCH LTD	Equity	Adjustment	-	-	-	-	(6,800,000)
23-Feb-16	J.P. Morgan Clearing Corp	OIL SEARCH LTD	Equity	On lend - Return	-	-	-	-	(5,000)
				Obligations under the equity derivative financing transaction between UBS AG, Australia Branch and J.P. Morgan Securities Plc					
23-Feb-16	J.P. Morgan Securities plc	OIL SEARCH LTD	Equity		-	-	-	-	74,694,900
<b>Balance as of 23 Feb 2016</b>									<b>132,875,739</b>

**Annexure C: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 2016
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<b>Company's name:</b>	Oil Search Limited
<b>ISIN:</b>	PG0008579883
<b>Date of change of relevant interests:</b>	23 Feb 2016

<b>Schedule</b>					
<b>Type of agreement</b>	Institutional Account Agreement				
<b>Parties to agreement</b>	<p>J.P. Morgan Clearing Corp., for itself and as agent and trustee for the other J.P. Morgan Entities and Citibank, (herein referred to as “JPMCC”).</p> <p>“J.P. Morgan Entities” means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Clearing Corp., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time.</p>				
<b>Transfer date</b>	<table border="1"> <thead> <tr> <th><u>Date</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>23 Feb 2016</td> <td>50,000</td> </tr> </tbody> </table>	<u>Date</u>	<u>Quantity</u>	23 Feb 2016	50,000
<u>Date</u>	<u>Quantity</u>				
23 Feb 2016	50,000				
<b>Holder of voting rights</b>	<p>JPMCC is the holder of the voting rights from the time at which it exercises its right to borrow.</p> <p>Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities.</p>				
<b>Are there any restriction on voting rights</b>	Yes.				
<b>If yes, detail</b>	<p>JPMCC will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMCC before the voting rights have been exercised. In these circumstances, JPMCC must return the securities to the Company and the Company holds the voting rights.</p>				
<b>Scheduled return date (if any)</b>	N/A. There is no term to the loan of securities.				

<b>Does the borrower have the right to return early?</b>	Yes.
If yes, detail	JPMCC has the right to return all and any securities or equivalent securities early at any time.
<b>Does the lender have the right to recall early?</b>	Yes.
If yes, detail	The Company has the right to recall all or any equivalent securities on demand.
<b>Will the securities be returned on settlement?</b>	Yes. Settlement of the loan will occur when JPMCC returns equivalent securities to the Company. There is no term to the loan of securities.
If yes, detail any exceptions	

**Statement by J.P. Morgan Clearing Corp.:**

If requested by the Company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Clearing Corp. will give a copy of the Institutional Account Agreement to the Company or ASIC.



**Annexure C: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 2016
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<b>Company's name:</b>	Oil Search Limited	
<b>ISIN:</b>	PG0008579883	
<b>Date of change of relevant interests:</b>	23 Feb 2016	
<b>Schedule</b>		
<b>Type of agreement</b>	Australian Master Securities Lending Agreement ("AMSLA")	
<b>Parties to agreement</b>	Citibank N.A. as agent ("lender"), J.P. Morgan Securities Australia Limited ("borrower")	
<b>Transfer date</b>	Trade date	Quantity
	11 Feb 2016	25,000
	12 Feb 2016	128,010
	19 Feb 2016	900,000
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	Yes	
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.	
<b>Scheduled return date (if any)</b>	None	
<b>Does the borrower have the right to return early?</b>	Yes	

If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.
<b>Does the lender have the right to recall early?</b>	Yes
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions

**Annexure C: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 2016
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<b>Company's name:</b>	Oil Search Limited	
<b>ISIN:</b>	PG0008579883	
<b>Date of change of relevant interests:</b>	23 Feb 2016	
<b>Schedule</b>		
<b>Type of agreement</b>	AMSLA	
<b>Parties to agreement</b>	JPMorgan Chase Bank, N.A. ("lender"), J.P. Morgan Securities Australia Limited ("borrower")	
<b>Transfer date</b>	Trade date	Quantity
	23 Feb 2016	900,000
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	Yes	
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.	
<b>Scheduled return date (if any)</b>	None	
<b>Does the borrower have the right to return early?</b>	Yes	
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.	
<b>Does the lender have the right to recall early?</b>	Yes	
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry	

	of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions

**Annexure C: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 2016
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<b>Company's name:</b>	Oil Search Limited	
<b>ISIN:</b>	PG0008579883	
<b>Date of change of relevant interests:</b>	23 Feb 2016	
<b>Schedule</b>		
<b>Type of agreement</b>	Australian Master Securities Lending Agreement ("AMSLA")	
<b>Parties to agreement</b>	National Australia Bank Limited ('lender'), J.P. Morgan Securities Australia Limited ('borrower')	
<b>Transfer date</b>	Trade date	Quantity
	02 Dec 2015	1,350,000
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	Yes	
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.	
<b>Scheduled return date (if any)</b>	None	
<b>Does the borrower have the right to return early?</b>	Yes	
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.	

<b>Does the lender have the right to recall early?</b>	Yes
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions

**Annexure C: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 2016
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<b>Company's name:</b>	Oil Search Limited	
<b>ISIN:</b>	PG0008579883	
<b>Date of change of relevant interests:</b>	23 Feb 2016	
<b>Schedule</b>		
<b>Type of agreement</b>	Australian Master Securities Lending Agreement ("AMSLA")	
<b>Parties to agreement</b>	UBS Securities Australia Limited ("lender"), J.P. Morgan Securities Australia Limited ('borrower')	
<b>Transfer date</b>	Trade date	Quantity
	04 Jan 2016	749,900
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	Yes	
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.	
<b>Scheduled return date (if any)</b>	None	
<b>Does the borrower have the right to return early?</b>	Yes	
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.	
<b>Does the lender have the right to recall early?</b>	Yes	

If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the AMSLA to that company or ASIC.



**Annexure C: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice.**

<b>Date:</b>	25 Feb 16
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<b>Company's name:</b>	Oil Search Limited	
<b>ISIN:</b>	PG0008579883	
<b>Date of change of relevant interests:</b>	23 Feb 16	
<b>Schedule</b>		
<b>Type of agreement</b>	<b>JPMorgan Chase Bank, N.A. (acting as agent)</b> Overseas Securities Lender's Agreement ("OSLA")	
<b>Parties to agreement</b>	JPMorgan Chase Bank, N.A. (acting as agent) ("lender")  J.P. Morgan Securities plc ("borrower")	
<b>Transfer date</b>	Trade date	Quantity
	25 Jan 16	575,000
	04 Feb 16	75,000
	05 Feb 16	75,000
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	Yes	
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA.	
<b>Scheduled return date (if any)</b>	None	
<b>Does the borrower have the right to return early?</b>	Yes	
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the	

	lender's instructions.
<b>Does the lender have the right to recall early?</b>	Yes
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Limited will give a copy of the OSLA to that company or ASIC.