### Form 605

Corporations Act 2001 Section 671B

### Notice of ceasing to be a substantial holder

| To Company Name/Scheme Monadelphot                 |                    | ous Group Limited      |
|--|--------------------|------------------------|
| ACN/ARSN 008 988 54                                |                    | 47                     |
| 1. Details of substantia                           | il holder (1)      |                        |
| Name   | JPMorgan Chase & C | Co. and its affiliates |
| ACN (if applicable)                                | NA                 |                        |
| The holder ceased to be a<br>Substantial holder on | ř.                 | 13/March/2017          |
| The previous notice was given to the company on    |                    | 13/March/2017          |
| The previous notice was dated                      |                    | 9/March/2017           |

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change  | Person whose<br>relevant interest<br>changed   | Nature of change (6)   | Consideration<br>given in<br>relation<br>to change (7) | Class and number<br>of securities<br>affected | Person's votes<br>affected |
|-----------------|--|--|--|---|----------------------------|
| See<br>Appendix | J.P. Morgan<br>Securities Australia<br>Limited | Purchase and sales of shares in its capacity as Principal/Proprietary                        | See Appendix   | 27,920<br>(ordinary)                          | 27,920<br>(ordinary)       |
| See<br>Appendix | J.P. Morgan<br>Securities plc                  | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix   | 315,100<br>(ordinary)                         | 315,100<br>(ordinary)      |
| See<br>Appendix | J.P. Morgan<br>Securities LLC                  | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix   | 1,443,551<br>(ordinary)                       | 1,443,551<br>(ordinary)    |

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN (if applicable)                | Nature of association              |
|---|------------------------------------|
| J.P. Morgan Securities Australia<br>Limited | Subsidiary of JPMorgan Chase & Co. |
| J.P. Morgan Securities plc                  | Subsidiary of JPMorgan Chase & Co. |
| J.P. Morgan Securities LLC                  | Subsidiary of JPMorgan Chase & Co. |

#### 4. Addresses

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

| Name  | Address  |
|---|--|
| JPMorgan Chase & Co.                        | 270 Park Avenue, New York, NY, 10017, United States                                    |
| J.P. Morgan Securities Australia<br>Limited | Level 18, 85 Castlereagh Street, Sydney, NSW 2000, Australia                           |
| J.P. Morgan Securities LLC                  | c/o CT Corporation, 1209 Orange Street, Wilmington, DE2, DE, 19801-1120, United States |
| J.P. Morgan Securities plc                  | 25 Bank Street, Canary Wharf, London, E14 5JP, London, E14 5JP, England                |

### Signature

| Print name | Beverly Tse | Capacity | JPMorgan Chase Bank, N.A. |  |
|------------|-------------|----------|---------------------------|--|
| Sign here  | Bourly      | date     | 15/March/2017             |  |

#### 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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Law.
- (3) See the definition of "associate" in section 9 of the Corporations Law.
- (4) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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 Law.

- (5) Details of the consideration must include any and all benefits, money 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Given details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

|                          |           |                     |            |      |        |             |               |                    |                      |         |                     |               |           | Appundit |
|--------------------------|-----------|---------------------|------------|------|--------|-------------|---------------|--------------------|----------------------|---------|---------------------|---------------|-----------|----------|
| Transaction date         | Entity    | Type of transaction | Equity/ADR | Cey  | Price  | Quantity    | Consideration | Total<br>Positions | Issued share capital | % Owned | JPHSAL              | JPMSLLC       | 3PMSplc   | To       |
| Balance as of 9 March 2  | 217       |                     |            |      |        |             |               | 4,758,230          | 93,044,165           | 5.07%   | 2,500,658           | 1,443,551     | 914,021   | 4,2      |
| 10-Har-17                | JPMSAL.   | Sale                | Equity     | AUD  | 12.71  | (1,211)     | 15,395,93     | 4,757,019          | 93,844,165           | 5.07%   | (1,211)             | -             | -         |          |
| 10-Mar-17                | JPMSAL.   | Sale                | Equity     | AUD  | 12.70  | (1.121)     | 14.239.61     | 4.755.898          | 93.844.165           | 5.07%   | (1,121)             |               |           |          |
| 10-Mar-17                | JPMSAL.   | Purchase            | Equite     | AUD  | 12.69  | 79          | 367.90        | 4.755.927          | 93.844.165           | 5.07%   | 29                  |               | - 2       |          |
| 10-Mar-17                | JPMSAL    | Purchase            | Equity     | AUD  | 12,70  | 42.1        | 1.041.40      | 4.756.009          | 93,844,165           | 5.07%   | 12                  |               | - 41      |          |
| 10-Mar-17                | JPMSAL.   | Punchase            | Equity     | AUD  | 12.69  | 151         | 2,296.89      | 4.756.190          | 93.044.165           | 5.07%   | 181                 | - 3           | - 27      |          |
| 10-May-17                | JPMSAL.   | Purchase            | Equity     | AUD  | 12.74  | 440         | 5.605.60      | 4,756,630          | 93,844,165           | 5.07%   | 440                 |               | - 2       |          |
| 10-Mar-17                | JPMSAL.   | Purchase            | Equity     | AUD  | 12.79  | 554         | 7.067.49      | 4.757.184          | 93.844.165           | 5.07%   | 554                 | - 1           |           |          |
| 10-Mar-17                | JPMSAL.   | Purchase            | Enuity     | AUD  | 12.75  | 1.350       | 16.957.50     | 4,758,514          | 93.844.165           | 5.07%   | 1.330               |               |           |          |
| 10-Mar-17                | JPMSAL.   | Purchase            | Equity     | QUA  | 12.71  | 1.720       | 21.861.20     | 4.760.234          | 93.844.165           | 5.07%   | 1,720               |               |           |          |
| 10-Mar-17                | JPMSAL.   | Punchase            | Equity     | AUD  | 12.71  | 21.497      | 273.226.87    | 4,781,731          | 93.044.165           | 5.10%   | 21.497              |               |           |          |
| 13-Mar-17                | JPMSLLC:  | Borrow - Return     | Equity     | 1000 |        | (1.443.551) |               | 3,338,180          | 93.044.165           | 3.56%   |                     | (1.443.551)   | - 1       | 11       |
| 13-Mar-17                | 3PMSplc   | Borrow - Return     | Equity     |      |        | (120.000)   |               | 3.218.180          | 93.044.165           | 3.43%   |                     | 1001120000000 | (120.000) |          |
| 13-Mar-17                | JPMSplc   | Borrow - Return     | Equity     |      |        | (50,000)    | - 1           | 3.168.180          | 93.044.165           | 3.38%   | 9                   | - 2           | (50,000)  | 1        |
| 13-Mar-17                | JPMS66c   | Sgrrow - Return     | Enuity     |      |        | (45.000)    |               | 3.123.180          | 93.844.105           | 3.33%   | - 2                 | 7431          | 745:0007  |          |
| 13-Mar-17                | 3PMSeic   | Borrow - Return     | Enuity.    |      |        | (34,900)    |               | 3.089.180          | 93.044.165           | 3.29%   | - 1                 | - 2           | (34.000)  |          |
| 13-Mar-17                | 3PHtSpkc  | Sorraw - Return     | Edulty     |      |        | (30.000)    |               | 3.059.180          | 93.844.165           | 3.26%   |                     | - 7           | /38.0001  |          |
| 13-Mar-17                | JPMSpic . | Borrow - Return     | Equity     |      |        | (25.000)    |               | 3.034.180          | 93.844.165           | 3.23%   |                     |               | (25.000)  |          |
| 13-Mar-17                | JPMSqic . | Borrow - Return     | Enuity     |      |        | (20,000)    |               | 3.014.180          | 93.044.165           | 3.21%   |                     |               | (20:000)  |          |
| 13-Mar-17                | 3PMSolc   | Borrow - Return     | Enuity     |      |        | (16.100)    |               | 2,998,080          | 93 844 165           | 3.19%   |                     | 197           | (16.100)  |          |
| 13-Mar-17                | 3PMSels:  | Borrow - Return     | Equity     |      |        | (15.000)    |               | 2.983.080          | 93.844.165           | 3.18%   |                     |               | (15.000)  |          |
| 13-Har-17                | 3PMSelec  | Borrow - Return     | Epuity     |      |        | (10,000)    |               | 2,973.080          | 93 844 165           | 3.17%   |                     | 101           | (10,000)  |          |
| 13-Mar-17                | JPM5AL    | Sale                | Epuity.    | AUD  | 12.98  | (1.386)     | 17,995,41     | 2,971,694          | 93.844.165           | 3.17%   | (1.386)             | 2.63          |           |          |
| 13-Har-17                | 3PMSAL    | Sale                | Eputy.     | AUD  | 12.65  | (1.383)     | 17,773,90     | 2,970,311          | 93.644.165           | 3.17%   | (1.38))             | 7.5           |           |          |
| 13-Mar-17                | JPMSAL.   | Sale                | Equity     | AUD  | 13.00  | (694)       | 9.023.18      | 2.969.617          | 93.844.165           | 3.16%   | (694)               | - 12          | - 2       |          |
| 13-Mar-17                | JPMSAL .  | Saie                | Equity     | AUD  | 13.00  | (552)       | 7,176,00      | 2,969,065          | 93.844.165           | 3.10%   | (552)               | 7.4           |           |          |
| 13-Mar-17                | JPMSAL .  | Sale                | Equity     | AUD  | 12.76  | (520)       | 6.635.20      | 2,968,545          | 93.044.165           | 3.16%   | (520)               |               |           |          |
| 13-Mar-17                | JPMSAL .  | Sale                | Equity.    | AUD  | 13.00  | (8)         | 103,98        | 2.968.527          | 93 844 165           | 3.16%   | (0)                 | 127           |           |          |
| 13-Mar-17                | JPMSAL    | Purchase            | Enuity     | AUD  | 12.96  | 9           | 116.64        | 2,968,546          | 93 544 165           | 3.16%   | 9                   |               | -         |          |
| 13-Mar-17                | JPMSAL .  | Purchase            | Edulty     | AUD  | 12.70  | 20          | 355.60        | 2:960.574          | 93 544 163           | 3.16%   | 28                  | - 22          |           |          |
| 13-Mar-17                | JPMSAL .  | Furchase            | Enuty      | AUD  | 12.97  | 100         | 777.96        | 2.988.634          | 83.844.165           | 3.16%   | 60                  | 7.60          |           |          |
| 13-Mar-17                | JPMSAL    | Purchase            | Eputy      | AUD  | 12.60  | 266         | 3.405.84      | 2.968.900          | 93.644.165           | 3.16%   | 266                 | 7.7           |           |          |
| 13-Mar-17                | JPMSAL .  | Purchase            | Eduty      | AUD  | 12.75  | 8.599       | 109.637.25    | 2,977,499          | 93.844.165           | 3.17%   | 8.599               | - 1           |           |          |
| 13-Mar-17                | 3PMSpile  | Borrow              | Equity     | 1    | 25,000 | 50,000      |               | 3,027,499          | 93,844,165           | 3.23%   |                     |               | 50,000    |          |
| Balance as of 13 March 2 |           |                     |            |      |        |             |               | 1.027,499          | 93.944.165           | 3.23%   | 2,526,578           |               | 490,921   | 1        |
|                          | 1000      |                     |            |      |        |             |               | Tariza Addition    | 2011/14/6            | - AHA   | ALL STREET, ST. ST. |               | 7774284   | _        |

| Date:   | 15 Mar 2017  |
|---|--|
| Company's name:                                   | MONADELPHOUS GROUP LIMITED   |
|   | MONADLEFIIOUS GROUP LIMITED  |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:             | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                 | Australian Master Securities Lending Agreement ("AMSLA")   |
| Parties to agreement                              | Citibank N.A. as agent ("lender"), J.P. Morgan Securities Australia Limited ("borrower")   |
|   | Trade date Quantity  |
| Transfer date                                     | 9 Mar 2017 969,000   |
| Holder of voting rights                           | Borrower   |
| Are there any restriction on voting rights        | 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. |
| Scheduled return date (if any)                    | None   |
| Does the borrower have the right to return early? | 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.   |
| Does the lender have the right to recall early?   | 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.   |
| Will the securities be returned on settlement?    | Yes  |
| If yes, detail any exceptions                     | No exceptions  |
| Statement   | 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.  |

| Date  | 15 Mar 2017  |
|---|--|
| Company's name:                                   | MONADELPHOUS GROUP LIMITED   |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:             | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                 | Global Master Securities Lending Agreement ("GMSLA")   |
| Parties to agreement                              | State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower")   |
|   | Trade date Quantity  |
| Transfer date                                     | 10 Mar 2017 380,000  |
|   | 8 Mar 2017 1,000,000   |
| Holder of voting rights                           | Borrower   |
| Are there any restriction on voting rights        | Yes  |
| If yes, detail                                    | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                    | None   |
| Does the borrower have the right to return early? | Yes  |
| If yes, detail                                    | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.   |
| Does the lender have the right to recall early?   | Yes  |
| If yes, detail                                    | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement?    | Yes  |
| If yes, detail any exceptions                     | No exceptions  |
| Statement   | 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 GMSLA to that company or ASIC.  |

| Date:   | 15 Mar 2017  |
|---|--|
|   | 201101-2027  |
| Company's name:                                   | MONADELPHOUS GROUP LIMITED   |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:             | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                 | Global Master Securities Lending Agreement ("GMSLA")   |
| Parties to agreement                              | Blackrock Advisors (UK) Limited ("lender") and J.P. Morgan Securities plc (formerly known as J.P. Morgan Securities Ltd. ("borrower")  |
|   | Trade date Quantity  |
| Transfer date                                     | 11 Jan 2017 50,000   |
|   | 6 Mar 2017 75,000  |
| Holder of voting rights                           | Borrower   |
| Are there any restriction on voting rights        | Yes  |
| If yes, detail                                    | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                    | None   |
| Does the borrower have the right to return early? | Yes  |
| If yes, detail                                    | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.   |
| Does the lender have the right to recall early?   | Yes  |
| If yes, detail                                    | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement?    | Yes  |
| If yes, detail any exceptions                     | No exceptions  |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.  |

| Date:   | 15 Mar 2017  |
|---|--|
| Company's name:                                   | MONADELPHOUS GROUP LIMITED   |
| Jampan, o namer                                   |  |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:             | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                 | Global Master Securities Lending Agreement ("GMSLA")   |
| Parties to agreement                              | J.P. Morgan Securities plc ("borrower") and Metropolitan West Securities LLC as agent for California Public Employees' Retirement System ("lender")  |
|   | Trade date Quantity  |
| Transfer date                                     | 19 Dec 2016 7,939  |
| Holder of voting rights                           | Borrower   |
| Are there any restriction on voting rights        | Yes  |
| If yes, detail                                    | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                    | None   |
| Does the borrower have the right to return early? | Yes  |
| If yes, detail                                    | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.   |
| Does the lender have the right to recall early?   | Yes  |
| If yes, detail                                    | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement?    | Yes  |
| If yes, detail any exceptions                     | No exceptions  |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.  |

| Date:   | 15 Mar 2017  |
|---|--|
| Company's name:                                       | MONADELPHOUS GROUP LIMITED   |
|   |  |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:                 | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                     | Global Master Securities Lending Agreement ("GMSLA")   |
| Parties to agreement                                  | J.P. Morgan Securities plc ("borrower") and State St Bank and Trust Company as agent ("lender")  |
|   | Trade date Quantity  |
| Transfer date   | 28 Feb 2017 60,000   |
| Holder of voting rights                               | Borrower   |
| Are there any restriction on voting rights            | Yes  |
| If yes, detail  | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                        | None   |
| Does the borrower have the right to return early?     | Yes  |
| If yes, detail  | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.   |
| Does the lender have<br>the right to recall<br>early? | Yes  |
| If yes, detail  | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement?        | Yes  |
| If yes, detail any exceptions                         | No exceptions  |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.  |

| Data  | 15 Mar 2017  |
|---|--|
| Date: Company's name:                             | 15 Mar 2017 MONADELPHOUS GROUP LIMITED   |
| Company 5 name:                                   | INOMADELETIOUS GROUP LIMITED   |
| ISIN:   | AU000000MND5   |
| Date of change of relevant interests:             | 13 Mar 2017  |
| Schedule  |  |
| Type of agreement                                 | Overseas Securities Lender's Agreement ("OSLA")  |
| Parties to agreement                              | J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender")   |
|   | Trade date Quantity  |
| Transfer date                                     | 22 Feb 2017 90,000   |
|   | 3 Mar 2017 100,000   |
| Holder of voting rights                           | Borrower   |
| Are there any restriction on voting rights        | 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. |
| Scheduled return date (if any)                    | None   |
| Does the borrower have the right to return early? | 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.   |
| Does the lender have the right to recall early?   | Yes  |
| If yes, detail                                    | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.                         |
| Will the securities be returned on settlement?    | Yes  |
| If yes, detail any exceptions                     | No exceptions  |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Plc will give a copy of the OSLA to that company or ASIC.   |

| Date:   | 15 Mar 2017   |
|---|---|
| Company's name:                                   | SONIC HEALTHCARE LIMITED  |
| TCTN-   |   |
| ISIN:   | AU000000SHL7  |
| Date of change of relevant interests:             | 13 Mar 2017   |
| Schedule  |   |
| Type of agreement                                 | Global Master Securities Lending Agreement ("GMSLA")  |
| Parties to agreement                              | HSBC Bank PLC (as agent for Henderson Gartmore Fund) ("lender"), J.P. Morgan Securities plc ("borrower"   |
| Transfer date                                     | Trade date Quantity 9 June 2015 21,500  |
|   | 5 Jan 2017 24,482   |
| Holder of voting rights                           | Borrower  |
| Are there any restriction on voting rights        | Yes   |
| If yes, detail                                    | The borrower has no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                    | None  |
| Does the borrower have the right to return early? | Yes   |
| If yes, detail                                    | Subject to the terms of the loan, borrower has right to at any time terminate a loan and redeliver all and any equivalent securities to the lender in accordance with the lender's instructions.  |
| Does the lender have the right to recall early?   | Yes   |
| If yes, detail                                    | Lender has right to terminate a loan and to call for the redelivery of all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the loan securities were originally delivered. Borrower shall redeliver such equivalent securities not later than the expiry of such notice in accordance with lender's instructions. |
| Will the securities be returned on settlement?    | Yes   |
| If yes, detail any exceptions                     | No exceptions   |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.   |

| 15 Mar 2017   |
|---|
| MONADELPHOUS GROUP LIMITED  |
| AU000000MND5  |
| 13 Mar 2017   |
|   |
| Master Overseas Securities Borrowing Agreement  |
| J.P. Morgan Securities plc ("borrower") and The Northern Trust Company as agent ("lender")  |
| Trade date Quantity   |
| 7 Mar 2017 20,000   |
| Borrower  |
| Yes   |
| 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 in clause 4(B)(vi) of the agreement. |
| None  |
| Yes   |
| Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.  |
| Yes   |
| Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.        |
| Yes   |
| No exceptions   |
| If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Plc will give a copy of the OSLA to that company or ASIC.  |
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| Date:   | 15 Mar 2017   |
|---|---|
| Company's name:                                   | MONADELPHOUS GROUP LIMITED  |
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| ISIN:   | AU000000MND5  |
| Date of change of relevant interests:             | 13 Mar 2017   |
| Schedule  |   |
| Type of agreement                                 | Global Master Securities Lending Agreement ("GMSLA")  |
| Parties to agreement                              | RBC Investor Services Trust ("lender") , J.P. Morgan Securities plc ("borrower")  |
| Transfer date                                     | Trade date Quantity   |
|   | 13 Mar 2017 50,000  |
| Holder of voting rights                           | Borrower  |
| Are there any restriction on voting rights        | Yes   |
| If yes, detail                                    | The borrower has no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.  |
| Scheduled return date (if any)                    | None  |
| Does the borrower have the right to return early? | Yes   |
| If yes, detail                                    | Subject to the terms of the loan, borrower has right to at any time terminate a loan and redeliver all and any equivalent securities to the lender in accordance with the lender's instructions.  |
| Does the lender have the right to recall early?   | Yes   |
| If yes, detail                                    | Lender has right to terminate a loan and to call for the redelivery of all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the loan securities were originally delivered. Borrower shall redeliver such equivalent securities not later than the expiry of such notice in accordance with lender's instructions. |
| Will the securities be returned on settlement?    | Yes   |
| If yes, detail any exceptions                     | No exceptions   |
| Statement   | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.   |