

# Form 605

Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme Monadelphous Group Limited

ACN/ARSN 008 988 547

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

Name JPMorgan Chase & Co. and its affiliates

ACN (if applicable) NA

The holder ceased to be a  
Substantial holder on

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 relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Appendix	J.P. Morgan Securities Australia Limited	Purchase and sales of shares in its capacity as Principal/Proprietary	See Appendix	27,920 (ordinary)	27,920 (ordinary)
See Appendix	J.P. Morgan Securities plc	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	315,100 (ordinary)	315,100 (ordinary)
See Appendix	J.P. Morgan Securities LLC	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	1,443,551 (ordinary)	1,443,551 (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 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 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 *Beverly* date 24/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.

Transaction date	Entity	Type of transaction	Equity/ADR	Ccy	Price	Quantity	Consideration	Total Positions	Issued share capital	% Owned	JPM5AL	JPM5LLC	JPM5plc	Total
Balance as of 9 March 2017														
10-Mar-17	JPM5AL	Sale	Equity	AUD	12.71	(1,211)	15,395.93	4,757,019	93,844,165	5.07%	(1,211)	-	-	(1,211)
10-Mar-17	JPM5AL	Sale	Equity	AUD	12.70	(1,121)	14,239.61	4,755,898	93,844,165	5.07%	(1,121)	-	-	(1,121)
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.69	29	367.90	4,755,927	93,844,165	5.07%	-	29	-	29
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.70	82	1,041.40	4,756,009	93,844,165	5.07%	-	82	-	82
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.69	181	2,295.89	4,756,190	93,844,165	5.07%	-	181	-	181
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.74	440	5,605.60	4,756,630	93,844,165	5.07%	-	440	-	440
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.79	554	7,087.49	4,757,184	93,844,165	5.07%	-	554	-	554
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.75	1,330	16,957.50	4,758,514	93,844,165	5.07%	-	1,330	-	1,330
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.71	1,720	21,861.20	4,759,234	93,844,165	5.07%	-	1,720	-	1,720
10-Mar-17	JPM5AL	Purchase	Equity	AUD	12.71	21,497	273,226.87	4,781,731	93,844,165	5.10%	21,497	-	-	21,497
13-Mar-17	JPM5LLC	Borrow - Return	Equity	-	-	(1,443,551)	-	3,338,180	93,844,165	3.56%	-	(1,443,551)	-	(1,443,551)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(120,000)	-	3,218,180	93,844,165	3.43%	-	-	(120,000)	(120,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(50,000)	-	3,168,180	93,844,165	3.38%	-	-	(50,000)	(50,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(45,000)	-	3,123,180	93,844,165	3.33%	-	-	(45,000)	(45,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(34,000)	-	3,089,180	93,844,165	3.29%	-	-	(34,000)	(34,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(30,000)	-	3,059,180	93,844,165	3.26%	-	-	(30,000)	(30,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(25,000)	-	3,034,180	93,844,165	3.23%	-	-	(25,000)	(25,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(20,000)	-	3,014,180	93,844,165	3.21%	-	-	(20,000)	(20,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(16,100)	-	2,998,080	93,844,165	3.19%	-	-	(16,100)	(16,100)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(15,000)	-	2,983,080	93,844,165	3.18%	-	-	(15,000)	(15,000)
13-Mar-17	JPM5Soc	Borrow - Return	Equity	-	-	(10,000)	-	2,973,080	93,844,165	3.17%	-	-	(10,000)	(10,000)
13-Mar-17	JPM5AL	Sale	Equity	AUD	12.94	(1,386)	17,995.41	2,971,694	93,844,165	3.17%	(1,386)	-	-	(1,386)
13-Mar-17	JPM5AL	Sale	Equity	AUD	12.85	(1,383)	17,773.90	2,970,311	93,844,165	3.17%	(1,383)	-	-	(1,383)
13-Mar-17	JPM5AL	Sale	Equity	AUD	13.00	(694)	9,023.18	2,969,617	93,844,165	3.16%	(694)	-	-	(694)
13-Mar-17	JPM5AL	Sale	Equity	AUD	13.00	(521)	7,176.00	2,969,065	93,844,165	3.16%	(521)	-	-	(521)
13-Mar-17	JPM5AL	Sale	Equity	AUD	12.75	(520)	6,635.20	2,968,545	93,844,165	3.16%	(520)	-	-	(520)
13-Mar-17	JPM5AL	Sale	Equity	AUD	13.00	(8)	103.86	2,968,537	93,844,165	3.16%	(8)	-	-	(8)
13-Mar-17	JPM5AL	Purchase	Equity	AUD	12.95	9	116.64	2,968,546	93,844,165	3.16%	-	9	-	9
13-Mar-17	JPM5AL	Purchase	Equity	AUD	12.70	28	355.60	2,968,574	93,844,165	3.16%	-	28	-	28
13-Mar-17	JPM5AL	Purchase	Equity	AUD	12.97	60	777.96	2,968,634	93,844,165	3.16%	-	60	-	60
13-Mar-17	JPM5AL	Purchase	Equity	AUD	12.80	266	3,405.84	2,968,900	93,844,165	3.16%	-	266	-	266
13-Mar-17	JPM5AL	Purchase	Equity	AUD	12.75	8,599	109,637.25	2,977,499	93,844,165	3.17%	-	8,599	-	8,599
13-Mar-17	JPM5Soc	Borrow	Equity	-	-	50,000	-	3,027,499	93,844,165	3.23%	-	-	50,000	50,000
Balance as of 13 March 2017														
								3,027,499	93,844,165	3.23%	2,528,978	-	498,521	3,027,499
JPM5AL-J.P. Morgan Securities Australia Limited														
JPM5LLC-J.P. Morgan Securities LLC														
JPM5Soc-J.P. Morgan Securities plc														

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017				
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED				
<b>ISIN:</b>	AU000000MND5				
<b>Date of change of relevant interests:</b>	13 Mar 2017				
<b>Schedule</b>					
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")				
<b>Parties to agreement</b>	RBC Investor Services Trust ("lender") , J.P. Morgan Securities plc ("borrower")				
<b>Transfer date</b>	<table border="0"> <tr> <td>Trade date</td> <td>Quantity</td> </tr> <tr> <td>13 Mar 2017</td> <td>50,000</td> </tr> </table>	Trade date	Quantity	13 Mar 2017	50,000
Trade date	Quantity				
13 Mar 2017	50,000				
<b>Holder of voting rights</b>	Borrower				
<b>Are there any restriction on voting rights</b>	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.				
<b>Scheduled return date (if any)</b>	None				
<b>Does the borrower have the right to return early?</b>	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.				
<b>Does the lender have the right to recall early?</b>	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.				
<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 plc will give a copy of the GMSLA to that company or ASIC.				

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017						
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED						
<b>ISIN:</b>	AU000000MND5						
<b>Date of change of relevant interests:</b>	13 Mar 2017						
<b>Schedule</b>							
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")						
<b>Parties to agreement</b>	Blackrock Advisors (UK) Limited ("lender") and J.P. Morgan Securities plc (formerly known as J.P. Morgan Securities Ltd. ("borrower"))						
<b>Transfer date</b>	<table border="1"> <thead> <tr> <th>Trade date</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>11 Jan 2017</td> <td>50,000</td> </tr> <tr> <td>6 Mar 2017</td> <td>75,000</td> </tr> </tbody> </table>	Trade date	Quantity	11 Jan 2017	50,000	6 Mar 2017	75,000
Trade date	Quantity						
11 Jan 2017	50,000						
6 Mar 2017	75,000						
<b>Holder of voting rights</b>	Borrower						
<b>Are there any restriction on voting rights</b>	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.						
<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 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.						
<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 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.						
<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 plc will give a copy of the GMSLA to that company or ASIC.						

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date</b>	24 Mar 2017	
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED	
<b>ISIN:</b>	AU000000MND5	
<b>Date of change of relevant interests:</b>	13 Mar 2017	
<b>Schedule</b>		
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")	
<b>Parties to agreement</b>	State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower")	
<b>Transfer date</b>	Trade date	Quantity
	10 Mar 2017	380,000
	8 Mar 2017	1,000,000
<b>Holder of voting rights</b>	Borrower	
<b>Are there any restriction on voting rights</b>	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.	
<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 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.	
<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 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.	
<b>Will the securities be returned on settlement?</b>	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.	

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017				
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED				
<b>ISIN:</b>	AU000000MND5				
<b>Date of change of relevant interests:</b>	13 Mar 2017				
<b>Schedule</b>					
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")				
<b>Parties to agreement</b>	J.P. Morgan Securities plc ("borrower") and Metropolitan West Securities LLC as agent for California Public Employees' Retirement System ("lender")				
<b>Transfer date</b>	<table border="0"> <tr> <td>Trade date</td> <td>Quantity</td> </tr> <tr> <td>19 Dec 2016</td> <td>7,939</td> </tr> </table>	Trade date	Quantity	19 Dec 2016	7,939
Trade date	Quantity				
19 Dec 2016	7,939				
<b>Holder of voting rights</b>	Borrower				
<b>Are there any restriction on voting rights</b>	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.				
<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 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.				
<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 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.				
<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 plc will give a copy of the GMSLA to that company or ASIC.				

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED
<b>ISIN:</b>	AU000000MND5
<b>Date of change of relevant interests:</b>	13 Mar 2017
<b>Schedule</b>	
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")
<b>Parties to agreement</b>	J.P. Morgan Securities plc ("borrower") and State St Bank and Trust Company as agent ("lender")
<b>Transfer date</b>	Trade date      Quantity 28 Feb 2017      60,000
<b>Holder of voting rights</b>	Borrower
<b>Are there any restriction on voting rights</b>	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.
<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 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.
<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 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.
<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 plc will give a copy of the GMSLA to that company or ASIC.



**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED
<b>ISIN:</b>	AU000000MND5
<b>Date of change of relevant interests:</b>	13 Mar 2017
<b>Schedule</b>	
<b>Type of agreement</b>	Master Overseas Securities Borrowing Agreement
<b>Parties to agreement</b>	J.P. Morgan Securities plc ("borrower") and The Northern Trust Company as agent ("lender")
<b>Transfer date</b>	Trade date            Quantity 7 Mar 2017            20,000
<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 in clause 4(B)(vi) of the agreement.
<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 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.
<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 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.
<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 Plc will give a copy of the OSLA to that company or ASIC.

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017						
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED						
<b>ISIN:</b>	AU000000MND5						
<b>Date of change of relevant interests:</b>	13 Mar 2017						
<b>Schedule</b>							
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")						
<b>Parties to agreement</b>	HSBC Bank PLC (as agent for Henderson Gartmore Fund) ("lender"), J.P. Morgan Securities plc ("borrower")						
<b>Transfer date</b>	<table> <thead> <tr> <th>Trade date</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>9 June 2015</td> <td>21,500</td> </tr> <tr> <td>5 Jan 2017</td> <td>24,482</td> </tr> </tbody> </table>	Trade date	Quantity	9 June 2015	21,500	5 Jan 2017	24,482
Trade date	Quantity						
9 June 2015	21,500						
5 Jan 2017	24,482						
<b>Holder of voting rights</b>	Borrower						
<b>Are there any restriction on voting rights</b>	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.						
<b>Scheduled return date (if any)</b>	None						
<b>Does the borrower have the right to return early?</b>	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.						
<b>Does the lender have the right to recall early?</b>	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.						
<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 plc will give a copy of the GMSLA to that company or ASIC.						

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017						
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED						
<b>ISIN:</b>	AU000000MND5						
<b>Date of change of relevant interests:</b>	13 Mar 2017						
<b>Schedule</b>							
<b>Type of agreement</b>	Overseas Securities Lender's Agreement ("OSLA")						
<b>Parties to agreement</b>	J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender")						
<b>Transfer date</b>	<table border="1"> <thead> <tr> <th>Trade date</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>22 Feb 2017</td> <td>90,000</td> </tr> <tr> <td>3 Mar 2017</td> <td>100,000</td> </tr> </tbody> </table>	Trade date	Quantity	22 Feb 2017	90,000	3 Mar 2017	100,000
Trade date	Quantity						
22 Feb 2017	90,000						
3 Mar 2017	100,000						
<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 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.						
<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 Plc will give a copy of the OSLA to that company or ASIC.						

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	24 Mar 2017				
<b>Company's name:</b>	MONADELPHOUS GROUP LIMITED				
<b>ISIN:</b>	AU000000MND5				
<b>Date of change of relevant interests:</b>	13 Mar 2017				
<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>	<table border="0"> <tr> <td>Trade date</td> <td>Quantity</td> </tr> <tr> <td>9 Mar 2017</td> <td>969,000</td> </tr> </table>	Trade date	Quantity	9 Mar 2017	969,000
Trade date	Quantity				
9 Mar 2017	969,000				
<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				
<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.				