

**Form 605**Corporations Act 2001  
Section 671B**Notice of ceasing to be a substantial holder**

To Company Name/Scheme oOh!media Limited  
ACN/ARSN 602 195 380

**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 3 March 2020

The previous notice was given to the company on 4 March 2020

The previous notice was dated 2 March 2020

**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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
See Appendix	J.P. Morgan Securities PLC	Purchase and sales of securities in its capacity as Principal/Proprietary	See Appendix	346 (ordinary)	346 (ordinary)
See Appendix	J.P. Morgan Securities Australia Limited	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	12,678,358 (ordinary)	12,678,358 (ordinary)
See Appendix	J.P. Morgan Securities Australia Limited	Purchase and sales of securities in its capacity as Principal/Proprietary	See Appendix	33,126 (ordinary)	33,126 (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 PLC	Subsidiary of JPMorgan Chase & Co.
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Subsidiary of JPMorgan Chase & Co.

#### 4. Addresses

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

Name	Address
JPMORGAN CHASE & CO.	383 Madison Avenue, New York, New York, NY, 10179, United States
J.P. Morgan Securities PLC	25 Bank Street, Canary Wharf, London, E14 5JP, England
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Level 18, 83-85 Castlereagh Street, Sydney, NS, NSW 2000, Australia

#### Signature

**Print name** Frederick Lee      **Capacity** Compliance Officer

**Sign here**       **Date** 5 March 2020

#### 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 Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (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 Act 2001.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

TRADES FOR RELEVANT PERIOD						Appendix	
Transaction Date	Entity	Product Type	Type of Transaction	Quantity	Price (AUD)	Consideration	
<b>Balance at start of relevant period</b>				<b>18,345,223</b>			
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	332	2.88	\$	957.02
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	980	2.87	\$	2,810.87
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	11,997	2.87	\$	34,375.93
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	408	2.87	\$	1,172.51
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	253	2.88	\$	728.64
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	2,278	2.88	\$	6,560.64
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	1,632	2.88	\$	4,700.16
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	246	2.88	\$	708.48
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(1,116)	2.79	\$	3,113.64
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(21)	2.87	\$	60.27
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(10,940)	2.85	\$	31,141.06
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(1,720)	2.87	\$	4,931.98
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(370)	2.89	\$	1,069.22
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(7,970)	2.87	\$	22,902.74
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(15,097)	2.88	\$	43,460.93
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(122)	2.67	\$	349.53
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(5,002)	2.67	\$	14,374.89
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(13,874)	2.88	\$	39,957.12
3-Mar-20	J.P. MORGAN SECURITIES PLC	Equity	Sell	(346)	2.88	\$	996.48
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(246)	2.88	\$	708.48
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Borrow - Return	(8,328,358)	-	\$	-
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Borrow - Return	(3,000,000)	-	\$	-
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Borrow - Return	(1,350,000)	-	\$	-
3-Mar-20	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Adjustment	5,226	-	\$	-
<b>Balance at end of relevant period</b>				<b>5,633,393</b>			

**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<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 Citibank N.A. acting as Agent ("lender")
<b>Transfer date</b>	Settlement Date 9-Jan-20
<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, a copy of the agreement will be given to that company or ASIC.

**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<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 Global Investors Ltd - Janus Henderson Fund - Continental European Fund ("lender") and J.P. Morgan Securities Plc ("borrower")
<b>Transfer date</b>	Settlement Date 24-Oct-19 9-Jan-20
<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	Subject to the terms of the relevant loan, the lender has the right to terminate a loan and to call for delivery 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 loaned securities were originally delivered. The borrower shall deliver such equivalent securities in accordance with the deadlines and terms set forth in such notice.
<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 prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<b>Schedule</b>	
<b>Type of agreement</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>	Settlement Date 23-Oct-19 2-Mar-20
<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 endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors 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 (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). 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, a copy of the agreement will be given to that company or ASIC.

**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<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>	Settlement Date 7-Aug-19 5-Nov-19 21-Nov-19 5-Dec-19
<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, a copy of the agreement will be given to that company or ASIC.

**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<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>	Settlement Date 28-Nov-19 17-Jan-20 14-Feb-20 20-Feb-20
<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, a copy of the agreement will be given to that company or ASIC.



**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	5-Mar-20
<b>Company's name:</b>	OOH!MEDIA LTD
<b>ISIN:</b>	AU000000OML6
<b>Date of change of relevant interests:</b>	3-Mar-20
<b>Schedule</b>	
<b>Type of agreement</b>	Overseas Securities Lender's Agreement (For Non-US Borrowers) ("OSLA")
<b>Parties to agreement</b>	The Bank of New York Mellon Corporation (formerly known as The Bank of New York) (acting as agent) ("lender"), J.P. Morgan Securities Plc ("borrower")
<b>Transfer date</b>	Settlement Date 17-Jul-19 26-Jul-19 1-Aug-19
<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)(ii) 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. 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, a copy of the agreement will be given to that company or ASIC.