## **Form 605**

Corporations Act 2001 Section 671B

# Notice of ceasing to be a substantial holder

To Company Name/Scheme

IMPEDIMED LIMITED

ACN/ARSN

089 705 144

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

Name

Mitsubishi UFJ Financial Group, Inc.

ACN/ARSN (if applicable)

Not Applicable

The holder ceased to be a

substantial holder on

25 July 2018

The previous notice was given to the company on

27 July 2018

The previous notice was dated

27 July 2018

The holder became aware on

27 July 2018

#### 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
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Borrow by an entity controlled by Morgan Stanley – see Annexure A'	N/A	1,700,000 Ordinary Shares	1,700,000
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Borrow return by an entity controlled by Morgan Stanley – see Annexure A'	N/A	-1,596,316 Ordinary Shares	-1,596,31
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	513.86	1,202 Ordinary Shares	1,202
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	195.75	450 Ordinary Shares	450
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	520.73	1,204 Ordinary Shares	1,204
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	219.30	516 Ordinary Shares	516
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	82.65	190 Ordinary Shares	190
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	4812.56	11,192 Ordinary Shares	11,192
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	35.70	84 Ordinary Shares	84
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1786.70	4,204 Ordinary Shares	4,204
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	87.36	208 Ordinary Shares	208
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	708.90	1,668 Ordinary Shares	1,668
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	66.56	153 Ordinary Shares	153
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan	1062.53	2,471 Ordinary Shares	2,471

		Stanley			
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	128.14	298 Ordinary Shares	298
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	457.95	1,065 Ordinary Shares	1,065
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Collateral return by an entity controlled by Morgan Stanley – see Annexure A	N/A	-17,851,456 Ordinary Shares	-17,851,456
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	4016.20	-9,340 Ordinary Shares	-9,340
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	3923.70	-9,020 Ordinary Shares	-9,020
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	256.28	-596 Ordinary Shares	-596
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	1153.45	-2,714 Ordinary Shares	-2,714
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	7647.68	-17,687 Ordinary Shares	-17,687
25/07/2018	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley'	714.17	-1,643 Ordinary Shares	-1,643

### 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/ARSN (if applicable)	Nature of association		
Not applicable	Not applicable		

#### **Addresses**

Name	Address	,
Mitsubishi UFJ Financial Group, Inc.	2-7-1, Marunouchi, Chiyoda-ku, Tok	yo 100-8330, Japan

Signature

print name Tetsuya Shigemoto

capacity

Authorised signatory

date

30 July 2018

## **ANNEXURE "A"**

This is Annexure "A" of 3 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 30 July 2018.

Signed: Tetsuya Shigemoto

Schedule		
Type of Agreement	Global Master Securities Lending Agreement	
Parties to agreement	Morgan Stanley & Co. International plc and CACEIS BANK	
Transfer Date	20180504;	
Holder of Voting Rights	Borrower	
Are there any restrictions on voting rights?	<del>Yes/</del> No	
If yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes <del>/No</del>	
If yes, detail The Borrower is entitled at any time to terminate a Lender in accordance with the Lender's instructions.	Loan and to redeliver all and any Equivalent Securities due and outstanding to the	
Does the lender have the right to recall early?	Yes <del>/No</del>	
	all for the redelivery of all or any Equivalent Securities at any time by giving notice ne for such Equivalent Securities on the exchange or in the clearing organisation	
Will the securities be returned on settlement?	Yes <del>/No</del>	
<b>If yes, detail any exceptions</b> If the Borrower does not redeliver written notice to Borrower terminate the Loan forthwith and the	Equivalent Securities in accordance with the Agreement, the Lender may by e Parties' delivery and payment obligations in respect thereof.	

Schedule	•
Type of Agreement	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co. International plc and JPMORGAN CHASE BANK, N.A.
Transfer Date	20180504; 20180508; 20180511; 20180514; 20180515; 20180525; 20180604; 20180619;
Holder of Voting Rights	Each Party undertakes that where it holds securities of the same description as any securities borrowed by it or transferred to it by way of collateral at a time when a right to vote arises in respect of such securities it will use its best endeavours to arrange for the voting rights attached to such securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be).
Are there any restrictions on voting rights?	Yes <del>/No</del>
If yes, detail As stated above.	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes <del>/No</del>
If yes, detail The Borrower is entitled at any time to terminate a particul outstanding to the Lender in accordance with the Lender's instructions.	ar loan of Securities and to redeliver all and any Equivalent Securities due and
Does the lender have the right to recall early?	Yes <del>/No</del>
the standard settlement time for such Equivalent Securities on the exchar	nt Securities at any time by giving notice on any Business Day of not less than age or in the clearing organisation through which the relevant borrowed uivalent Securities not later than the expiry of such notice in accordance with
Will the securities be returned on settlement?	Yes <del>/No</del>
	t of Default occurs. In such event the Relevant Value of the Securities to be eement and on the basis of the Relevant Values so established, the sums

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and
	trustee for and on behalf of the other Morgan Stanley Companies and
	CREATION FUND LIMITED
Transfer Date	20170102; 20170203; 20170206; 20170208; 20170329; 20170330;

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	20170331; 20170403; 20170404; 20170405; 20170406; 20170407;
•	20170410; 20170411; 20170412; 20170501; 20170502; 20170503;
	20170509; 20170510; 20170517; 20170523; 20170524; 20170525;
	20170531; 20170601; 20170605; 20170607; 20170608; 20170609;
	20170613; 20170615; 20170616; 20170621; 20170622; 20170623;
•	20170626; 20170627; 20170704; 20170706; 20170707; 20170710;
	20170721; 20170816; 20170905; 20170912; 20170914; 20170915;
•	20170918; 20170920; 20170921; 20170922; 20170925; 20170928;
	20171002; 20171004; 20171006; 20171009; 20171205; 20171220;
	20171221; 20171222; 20171227; 20171228; 20180112; 20180115;
•	20180116; 20180118; 20180119; 20180328; 20180329; 20180605;
	20180619; 20180628; 20180629; 20180702; 20180719; 20180725;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will
	pass to the purchaser of the securities.
Are there any restrictions on voting rights?	<del>Yes/</del> No
If yes, detail Not applicable	·
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes <del>/No</del>
If yes, detail At any time the client may return to the prime broke	er shares which the client previously sold short.
Does the lender have the right to recall early?	Yes <del>/No</del>
If yes, detail The prime broker may require the client to return s	hares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes <del>/No</del>
If yes, detail any exceptions Upon an Event of Default, the defau	ult market value of all Equivalent Securities to be delivered will be determined and
	ken of what is due from each party to the other. The amounts due from one
	the party of the state of the s

Schedule		
Type of Agreement	Customer Prime Broker Account Agreement	
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and ACADIAN MULTI-ASSET ABSOLUTE RETURN MASTER FUND	
Transfer Date	20170213; 20170315; 20170330; 20171124; 20171208;	
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.	
Are there any restrictions on voting rights?	No	
If yes, detail Not applicable	· · · · · · · · · · · · · · · · · · ·	
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes	
If yes, detail The borrower may return shares to the lender at	any time.	
Does the lender have the right to recall early?	Yes	
If yes, detail The lender may recall shares from the borrower	at any time.	
Will the securities be returned on settlement?	Yes	
If yes, detail any exceptions In the ordinary course of business	s, customer will return the securities to the prime broker. Upon a customer Event o	

party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.

Schedule	<del></del>
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and ADVISORS INNER CIRCLE FUND-CORNERSTONE ADVISORS PUBLIC ALTERNATIVES FUND
Transfer Date	20170124; 20170127; 20170303; 20170306; 20170307; 20170308; 20170309; 20170404; 20170519; 20170704; 20170718; 20170719; 20170720; 20170725; 20170726; 20170727; 20170728; 20170731; 20170922; 20170926; 20170927; 20171003; 20171006; 20171010; 20171108; 20171110; 20171114; 20171117; 20171121; 20171227; 20171228; 20171229; 20180102; 20180103; 20180108; 20180109; 20180110; 20180111; 20180206; 20180406; 20180409; 20180417; 20180420; 20180423;
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.
Are there any restrictions on voting rights?	No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open

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Does the borrower have the right to return early?	Yes	
If yes, detail The borrower may return shares to the lender at	any time.	
Does the lender have the right to recall early?	Yes	· · · · · · · · · · · · · · · · · · ·
If yes, detail The lender may recall shares from the borrower	t any time.	
Will the securities be returned on settlement?	Yes	
If ves. detail any exceptions In the ordinary course of business	customer will return the securities to the n	rime broker. Upon a customer Event of

If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.

Schedule		
Type of Agreement	Australian Master Securities Lending Agreement	
Parties to agreement Morgan Stanley Australia Securities Limited and CITIBANK N		
Transfer Date	20180725;	
Holder of Voting Rights	Borrower	
Are there any restrictions on voting rights?	Yes/No	
If yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes <del>/No</del>	
If yes, detail The Borrower shall be entitled at any time to term	inate a particular loan of Securities and to redeliver all and any Equivalent	
Securities due and outstanding to the Lender in accordance with		
Does the lender have the right to recall early?  Yes/No		
If yes, detail The Lender may 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 Securitie	es or the equivalent time on the exchange or in the clearing organisation through	
which the relevant borrowed Securities were originally delivered	d.	
Will the securities be returned on settlement?  Yes/No		
If yes, detail any exceptions If an Event of Default occurs in rela	ation to either Party, the Parties' delivery and payment obligations shall be	
accelerated so as to require performance thereof at the time su	ch Event of Default occurs. In such event the Relevant Value of the Securities to be	
delivered by each Party shall be established and on the basis of	the Relevant Values so established, an account shall be taken of what is due from	
each Party to the other and the sums due from one Party shall b	e set-off against the sums due from the other and only the balance of the account	
shall be payable.		

The above schedules are based on the relevant standard agreements. The entity filing the report will, if requested by the company or responsible entity to whom the prescribed form must be given or ASIC, give a copy of the agreement to the company, responsible entity or ASIC.