Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme MMA OFFSHORE LIMITED

ACN/ARSN 083 185 693

1. Details of substantial holder (1)

Name Morgan Stanley and its subsidiaries listed in Annexure A

ACN/ARSN (if applicable) Not Applicable

There was a change in the interests of the

substantial holder on June 04, 2024

The previous notice was given to the company on June 06, 2024

The previous notice was dated June 03, 2024

The holder became aware on June 06, 2024

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Close of acquirities (4)	Previous notice		Present notice	
Class of securities (4)	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	22,636,752	5.97%	27,165,505	7.17%
		Based on 379,021,627 Ordinary Shares Outstanding		Based on 379,021,627 Ordinary Shares Outstanding

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate 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
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	227.90	86 Ordinary Shares	86
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	2,698.38	1,026 Ordinary Shares	1,026
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	15.90	6 Ordinary Shares	6
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	20,257.41	7,663 Ordinary Shares	7,663
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	1,795.96	679 Ordinary Shares	679
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	38,051.46	14,358 Ordinary Shares	14,358
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	185.15	70 Ordinary Shares	70
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	421.35	159 Ordinary Shares	159
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	304,456.69	115,763 Ordinary Shares	115,763
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	42.40	16 Ordinary Shares	16
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	255.11	97 Ordinary Shares	97
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	455,734.29	173,283 Ordinary Shares	173,283
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	1,930.42	734 Ordinary Shares	734
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	271.92	103 Ordinary Shares	103
06/04/2024	Morgan Stanley & Co. International plc	Sell	521,906.04	198,466 Ordinary Shares	198,466
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	14,162.55	5,385 Ordinary Shares	5,385
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	423,095.99	160,873 Ordinary Shares	160,873
06/04/2024	Morgan Stanley & Co. International plc	Sell	2,670,509.89	1,015,403 Ordinary Shares	1,015,403
06/04/2024	Morgan Stanley Australia Securities Limited	Sell	2,807.67	1,065 Ordinary Shares	1,065
06/04/2024	Morgan Stanley & Co. International plc	Collateral Received	N/A	5,964,155 Ordinary Shares	5,964,155

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Morgan Stanley & Co. International plc	HSBC Custody Nominees (Australia) Limited	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	420,444 Ordinary Shares	420,444
Morgan Stanley & Co. International plc	HSBC Custody Nominees (Australia) Limited	Not Applicable	Holder of securities subject to an obligation to return under a prime brokerage agreement through an associate.	257,549 Ordinary Shares	257,549
Morgan Stanley & Co. International plc	HSBC Custody Nominees (Australia) Limited	Not Applicable	Holder of securities subject to an obligation to return under a prime brokerage agreement.	20,177,466 Ordinary Shares	20,177,466
Morgan Stanley & Co. LLC	HSBC Custody Nominees (Australia) Limited	Not Applicable	Holder of securities subject to an obligation to return under a prime brokerage agreement.	2,284 Ordinary Shares	2,284
Morgan Stanley Australia Securities Limited	Morgan Stanley Australia Securities (Nominee) Pty Limited	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	5,941,882 Ordinary Shares	5,941,882
Morgan Stanley Smith Barney LLC	DTC through Morgan Stanley	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	70 Ordinary Shares	70
Parametric Portfolio Associates LLC	Unknown	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of investment management business.	365,810 Ordinary Shares	365,810
Each of the entities (as listed in Annexure A) in the Morgan Stanley group upstream of the above entities				27,165,505 Ordinary Shares	27,165,505

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) 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

6. Addresses

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

Name	Address
Morgan Stanley	1585 Broadway, New York, New York, 10036, USA.
Morgan Stanley & Co. LLC	1585 Broadway, New York, 10036, USA.

IIVIORGAN STANIEV & C.O. INTERNATIONAL DIC	Legal & Compliance Department, 25 Cabot Square, Canary Wharf, London, E14 4QA, UNITED KINGDOM.
Morgan Stanley Australia Securities Limited	Level 39, Chifley Tower, 2 Chifley Square, Sydney, 2000, AUSTRALIA.
Morgan Stanley Smith Barney LLC	1585 Broadway, New York, 10036, USA.
Parametric Portfolio Associates LLC	800 Fifth Avenue, Suite 2800, Seattle, 98104, USA.

o: -	
SIO	nature

print name Nana Yoshida capacity Vice President

June 06, 2024

date

sign here

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Annexure A

List of Morgan Stanley and its subsidiaries that have a relevant interest or deemed to have a relevant interest in the shares or units stated in Section 4.



Signature

print name	Nana Yoshida	capacity	Vice President
sign here	nanal	date	June 06, 2024
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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 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys 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.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 604.

Signature This form must be signed by either a director or a secretary of the substantial holder.

Lodging period Nil

Lodging Fee Nil

Other forms to be completed

Nil

Additional information

- If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
 - (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and A.C.N or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words: This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.

Annexure B:

This is Annexure B referred to in the Form 604: Notice of change of interests of substantial holder issued by Morgan Stanley and its subsidiaries. The following is description of the securities lending agreements referenced in the accompanying Form 604.

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	
	METRICA ASIA EVENT DRIVEN MASTER FUND	
Transfer Date	20240604;	
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the	
	Client.	
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 /No	
If yes, detail Prime broker may return shares which were rehy	pothecated from the client at any time.	
Does the lender have the right to recall early? Yes/No		
If yes, detail Prime broker will be required to return to the clie	ent shares rehypothecated from the client's account upon a sale of those shares by	
the client.	· · · · · · · · · · · · · · · · · · ·	
Will the securities be returned on settlement?	Yes /No	
• • • • • • • • • • • • • • • • • • • •	fault market value of all Equivalent Securities to be delivered will be determined ar	
on the basis of the amounts so established, an account shall be	taken of what is due from each party to the other. The amounts due from one	

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

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

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		
	PC MAP SPC-TRIUM CAPITAL PARTNERS SP		
Transfer Date	20240604;		
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the		
	Client.		
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 /No		
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.			
Does the lender have the right to recall early? Yes/No			
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by			
the client.			
Will the securities be returned on settlement?	Yes /No		
If yes, detail any exceptions Upon an Event of Default, the default man	rket value of all Equivalent Securities to be delivered will be determined and		
on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one			

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 SAMSON ROCK EVENT DRIVEN MASTER FUND LIMITED	
Transfer Date	20240604;	
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.	
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 /No	
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.		

Does the lender have the right to recall early?	Yes /No		
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by			
the client.			
Will the securities be returned on settlement? Yes/No			
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and			

If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

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			
	INTEGRATED CORE STRATEGIES (ASIA) PTE LTD.			
Transfer Date	20240604;			
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the			
	Client.			
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 /No			
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.				
Does the lender have the right to recall early?	Yes /No			
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by				
the client.				
Will the securities be returned on settlement?	Yes /No			
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and				

If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

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		
	QVG LONG SHORT COMPANY PTY LTD AS TRUSTEE FOR QVG LONG		
	SHORT FUND		
Transfer Date	20240604;		
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the		
	Client.		
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 /No		
If yes, detail Prime broker may return shares which were reh	ypothecated from the client at any time.		
Does the lender have the right to recall early?	Yes /No		
If yes, detail Prime broker will be required to return to the o	lient shares rehypothecated from the client's account upon a sale of those shares by		
the client.			
Will the securities be returned on settlement?	Yes /No		

If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

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	
	LOTUS OFFSHORE MASTER FUND LP	
Transfer Date	20240604;	
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the	
	Client.	
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 /No			
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.				
Does the lender have the right to recall early?	Yes /No			
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by				
the client.				
Will the securities be returned on settlement?	Yes /No			
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and				
on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one				
party shall be set off against the amounts due from the other party 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.

Signature			
print name	Nana Yoshida	capacity	Vice President
sign here	hangf	date	June 06, 2024