

**MITSUBISHI-UFJ FINANCIAL GROUP****FACSIMILE TRANSMISSION HEADER**

DATE OF MESSAGE: 9/18/2015	MESSAGE NO: -	NUMBER OF PAGES INCLUDING COVER PAGE: 5
TO: ASX Market Announcements Office FAX NO. (61) 2 9778 0999		cc:
FROM: MITSUBISHI-UFJ FINANCIAL GROUP Corporate Administration Department (Attn: YOSHIDA) FAX NO. 81-3-6214-6367 TEL NO 81-3-6214-6626		
RE: Submission of FORM 605		

We hereby submit Form 605 as attached.

Best regards,

Yasutoshi Yoshida

TEL : 81-3-6214-6626

e-mail : yasutoshi_yoshida@hd.mufg.jp

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Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme AFFINITY EDUCATION GROUP LIMITED

ACN/ARSN 163 884 195

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

15 September 2015

The previous notice was given to the company on

11 September 2015

The previous notice was dated

9 September 2015

The holder became aware on

17 September 2015

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
10 September 2015	Mitsubishi UFJ Financial Group, Inc	Purchase of shares by an entity controlled by Morgan Stanley	20,322.4950	23,769 Ordinary Shares	23,769
10 September 2015	Mitsubishi UFJ Financial Group, Inc	Purchase of shares by an entity controlled by Morgan Stanley	14,861.6600	17,281 Ordinary Shares	17,281
11 September 2015	Mitsubishi UFJ Financial Group, Inc	Purchase of shares by an entity controlled by Morgan Stanley	43,708.6400	50,824 Ordinary Shares	50,824
14 September 2015	Mitsubishi UFJ Financial Group, Inc	Purchase of shares by an entity controlled by Morgan Stanley	19,530.2000	22,720 Ordinary Shares	22,720
14 September 2015	Mitsubishi UFJ Financial Group, Inc	Borrow returned to an entity controlled by Morgan Stanley (see Annexure A)	N/A	-31,760 Ordinary Shares	-31,760
15 September 2015	Mitsubishi UFJ Financial Group, Inc	Collateral returned to an entity controlled by Morgan Stanley (see Annexure A)	N/A	-1,547,721 Ordinary Shares	-1,547,721

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

4. Addresses

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

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

Signature

print name Mr Yasushi Oshima

capacity Authorised Signatory

sign here


Yasushi Oshima

date

18 September 2015

ANNEXURE "A"

This is Annexure "A" of 2 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 18 September 2015:


Signed: Mr Yasushi Oshima

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and SUMITOMO MITSUI BANKING CORPORATION
Transfer Date	20150903; 20150904; 20150909; 20150910;
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/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled 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 Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.

Schedule	
Type of Agreement	Global Master Repurchase Agreement
Parties to agreement	Morgan Stanley & Co. International plc and DEKABANK DEUTSCHE GIROZENTRALE
Transfer Date	20150911; 20150914;
Holder of Voting Rights	Buyer in relation to Purchased Securities and the transferee in the case of Margin Securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Buyer, in the case of Purchased Securities, and transferee, in the case of Margin Securities, shall use its best endeavours to arrange for voting rights of that kind to be exercised in relation to the relevant number of securities of that kind in accordance with the instructions of the other party provided that it holds such Securities and the other party shall have notified Buyer or transferee, as the case may be, of its Instructions no later than seven Business Days prior to the date the votes are exercisable.
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	Either party may terminate on demand Transactions on notice of not less than the minimum period as is customarily required for the settlement or delivery of the Equivalent Securities. If Seller requests and Buyer agrees, Transaction may be varied such that Buyer transfers Securities equivalent to the Purchased Securities to the Seller in exchange for the transfer of other securities as agreed.
Does the lender have the right to recall early?	Yes/No
If yes, detail	Either party may terminate on demand Transactions on notice of not less than the minimum period as is customarily required for the settlement or delivery of the Equivalent Securities.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If an Event of Default occurs with respect to either party, the Parties' obligation to deliver Equivalent Securities and Equivalent Margin Securities will cease. The Non-defaulting party will calculate the Default Market Value of Equivalent Securities and Equivalent Margin Securities, set off the sums due from one party to another, and only the balance of the account shall be payable.

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and THE BANK OF NEW YORK MELLON TRUST (JAPAN), LTD.
Transfer Date	20150915;
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/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled 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 Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.