

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

DATE OF MESSAGE: 21/December/2016	MESSAGE NO: -	NUMBER OF PAGES INCLUDING COVER PAGE: 8
TO: ASX Market Announcements Office FAX NO. (61) 2 9778 0999		CC:
FROM: MITSUBISHI-UFJ FINANCIAL GROUP Corporate Administration Department (Attn: Takase) 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,

Kenji Takase

TEL : 81-3-6214-6626

e-mail : kenji_takase@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 COVER-MORE GROUP LIMITED

ACN/ARSN 166 776 334

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 16 December 2016
The previous notice was given to the company on 20 December 2016
The previous notice was dated 20 December 2016
The holder became aware on 20 December 2016

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
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	487.02	-257 Ordinary Shares	-257
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	1,928.50	-1,015 Ordinary Shares	-1,015
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	4,766,750.00	-2,500,000 Ordinary Shares	-2,500,000
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	35,693.40	-18,786 Ordinary Shares	-18,786
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	42,753.92	-22,443 Ordinary Shares	-22,443
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	13,500.74	-7,087 Ordinary Shares	-7,087
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	30,049.47	-15,774 Ordinary Shares	-15,774
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	174.80	-92 Ordinary Shares	-92
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	150.10	-79 Ordinary Shares	-79
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	1,773.72	-936 Ordinary Shares	-936
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	3,092.93	-1,630 Ordinary Shares	-1,630
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	507,312.98	-265,957 Ordinary Shares	-265,957
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	2,173,720.39	-1,147,082 Ordinary Shares	-1,147,082
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	2,679.53	-1,414 Ordinary Shares	-1,414
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	1,030,233.20	-542,228 Ordinary Shares	-542,228
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	229.30	-121 Ordinary Shares	-121
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	345.80	-182 Ordinary Shares	-182
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	9,853,417.10	-5,186,009 Ordinary Shares	-5,186,009
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	10,793.90	-5,681 Ordinary Shares	-5,681
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	250.47	-132 Ordinary Shares	-132

16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Sale of shares by an entity controlled by Morgan Stanley	16,473.75	-8,659 Ordinary Shares	-8,659
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Purchase of shares by an entity controlled by Morgan Stanley	3,726.72	1,941 Ordinary Shares	1,941
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Purchase of shares by an entity controlled by Morgan Stanley	190.75	100 Ordinary Shares	100
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Purchase of shares by an entity controlled by Morgan Stanley	6,182.67	3,237 Ordinary Shares	3,237
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Purchase of shares by an entity controlled by Morgan Stanley	5.72	3 Ordinary Shares	3
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Borrow returned by an entity controlled by Morgan Stanley – see Annexure A	N/A	-54,913 Ordinary Shares	-54,913
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Collateral received by an entity controlled by Morgan Stanley – see Annexure A	N/A	286,288 Ordinary Shares	286,288
16/12/2016	Mitsubishi UFJ Financial Group, Inc.	Borrow returned by an entity controlled by Morgan Stanley – see Annexure A	N/A	-4,012 Ordinary Shares	-4,012

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 Tsukasa Bessho

capacity Authorised Signatory

sign here



date 21 December 2016

ANNEXURE "A"

This is Annexure "A" of 5 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 21 December 2016.



Signed: Mr. Tsukasa Bessho

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC, on behalf of all Morgan Stanley entities and PANAGORA ASSET MANAGEMENT, INC.
Transfer Date	20161209; 20161213;
Holder of Voting Rights	Morgan Stanley
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 Morgan Stanley may return rehypothecated shares at any time.	
Does the lender have the right to recall early?	Yes
If yes, detail The customer may recall shares from Morgan Stanley at any time.	
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, securities will be returned to customers. 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, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.	

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 LAKEVILLE CAPITAL MANAGEMENT LIMITED
Transfer Date	20161215;
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.	

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 PSQUARED ASSET MANAGEMENT AG
Transfer Date	20161216;
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.	

Schedule	
Type of Agreement	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co. International plc and HSBC BANK PLC
Transfer Date	20150512; 20150930; 20151029; 20161012;
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/No
If yes, detail As stated above.	
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 particular loan of Securities 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 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 Securities on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's Instructions.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established in accordance with the Agreement and on the basis of the Relevant Values so established, the sums due from one Party shall be set-off against the sums due from the other 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
Transfer Date	20160711; 20161012; 20161125;
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	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co. International plc and JPMORGAN CHASE BANK, N.A.
Transfer Date	20160831; 20160906; 20160912; 20160916; 20160919; 20160921; 20161012; 20161024; 20161031; 20161215; 20161216;
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/No
If yes, detail As stated above.	
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 particular loan of Securities 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 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 Securities on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established in accordance with the Agreement and on the basis of the Relevant Values so established, the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co. International plc and UBS AG
Transfer Date	20161013;
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/No
If yes, detail As stated above.	
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 particular loan of Securities 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 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 Securities on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established in accordance with the Agreement and on the basis of the Relevant Values so established, the sums due from one Party shall be set-off against the sums due from the other 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 TOTUS ALPHA MANAGEMENT PTY LTD
Transfer Date	20160912; 20161012; 20161013; 20161116; 20161128;
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?	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 At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
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	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and STATE STREET BANK AND TRUST COMPANY
Transfer Date	20161214; 20161216;
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	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 MACQUARIE FUNDS MANAGEMENT (HONG KONG) LIMITED
Transfer Date	20140724; 20140725; 20140729; 20140730; 20140807; 20140828; 20140903; 20141023; 20141027; 20141030; 20141106; 20141107; 20141208; 20141211; 20141216; 20141217; 20141218; 20141219; 20141222; 20141223; 20141224; 20150112; 20150119; 20150122; 20150123; 20150127; 20150128; 20150129; 20150226; 20150227; 20150302; 20150303; 20150310; 20150323; 20150402; 20150407; 20150408; 20150410; 20150413; 20150414; 20150415; 20150416; 20150417; 20150420; 20150421; 20150422; 20150427; 20150514; 20150515; 20150518; 20150609; 20150618; 20150619; 20150622; 20150623; 20150624; 20150706; 20150713; 20150723; 20150724; 20150727; 20150728; 20150806; 20150807; 20150810; 20150811; 20150812; 20150820; 20150827; 20150828; 20150831; 20150910; 20150914; 20150928; 20151007; 20151015; 20151019; 20151026; 20151106; 20151109; 20151112; 20151120; 20151123; 20151203; 20151207; 20151210; 20151211; 20151214; 20151217; 20151218; 20151222; 20151229; 20151231; 20160104; 20160105; 20160106; 20160107; 20160108; 20160111; 20160112; 20160113; 20160204; 20160205; 20160208; 20160209; 20160210; 20160224; 20160303; 20160304; 20160307; 20160308; 20160309; 20160315; 20160406; 20160412; 20160429; 20160502; 20160503; 20160504; 20160505; 20160511; 20160512; 20160513; 20160516; 20160517; 20160518; 20160519; 20160520; 20160523; 20160524; 20160525; 20160527; 20160530; 20160531; 20160606; 20160608; 20160617; 20160620; 20160622; 20160623; 20160624; 20160627; 20160628; 20160705; 20160711; 20160720; 20160721; 20160722; 20160727; 20160728; 20160729; 20160803; 20160804; 20160805; 20160808; 20160810; 20160811; 20160812; 20160815; 20160816; 20160818; 20160819; 20160822; 20160823; 20160824; 20160826; 20160829; 20160830; 20160831; 20160905; 20160914; 20160915; 20160916; 20160919; 20160920; 20160922; 20160923; 20161004; 20161005; 20161006; 20161011; 20161012; 20161019; 20161020; 20161021; 20161024; 20161025; 20161026; 20161027; 20161028; 20161031; 20161102; 20161103; 20161104; 20161107; 20161108; 20161116; 20161117; 20161118; 20161123; 20161124; 20161125; 20161128; 20161129; 20161130; 20161201; 20161202; 20161205; 20161206; 20161214; 20161215; 20161216;
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?	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 At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
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.