

Form 604Corporations Law
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme Metcash LimitedACN/ARSN 112 073 480**1. Details of substantial holder (1)**Name JPMorgan Chase & Co. and its affiliatesACN (if applicable) NAThere was a change in the interests of the
substantial holder on5 /April/ 2016The previous notice was given to the company on 22 / February/ 2016The previous notice was dated 22 / February/ 2016**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:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	47,328,940	5.10%	59,363,609	6.39%

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
See Appendix	J.P. Morgan Investment Management Inc.	In its capacity as investment manager or in various other related capacities	See Appendix	138,949 Ordinary	138,949 Ordinary
See Appendix	JPMorgan Asset Management (UK) Limited	In its capacity as investment manager or in various other related capacities	See Appendix	1,014,348 Ordinary	1,014,348 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	6,700,000 Ordinary	6,700,000 Ordinary
See Appendix	J.P. Morgan Securities Australia Limited	Purchase and sales of shares in its capacity as Principal/Proprietary	See Appendix	603,372 Ordinary	603,372 Ordinary

See Appendix	J.P. Morgan Securities plc	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	2,590,000 Ordinary	2,590,000 Ordinary
See Appendix	J.P. Morgan Clearing Corp	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	988,000 Ordinary	988,000 Ordinary

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)	Class and number of securities
J.P. Morgan Clearing Corp	Citicorp Nominees Pty Limited	Citicorp Nominees Pty Limited	3,986,000 (Ordinary)
J.P. Morgan Clearing Corp	J.P. Morgan Clearing Corp	J.P. Morgan Clearing Corp	13,200 (Ordinary)
J.P. Morgan Securities plc	DCC Melbourne	DCC Melbourne	8,099,773 (Ordinary)
J.P. Morgan Securities plc	DCC Melbourne	J.P. Morgan Securities plc	8 (Ordinary)
J.P. Morgan Securities plc	J.P. Morgan Securities plc	J.P. Morgan Securities plc	440,000 (Ordinary)
J.P. Morgan Securities Australia Limited	ECAP nominees	J.P. Morgan Securities Australia Limited	51,106 (Ordinary)
J.P. Morgan Securities Australia Limited	ECAP nominees	ECAP nominees	42,285,150 (Ordinary)
J.P. Morgan Securities Australia Limited	Ecapital Nominees Pty Ltd	J.P. Morgan Securities Australia Limited	758,541 (Ordinary)
J.P. Morgan Securities Australia Limited	J.P. Morgan Securities Australia Limited	J.P. Morgan Securities Australia Limited	34,651 (Ordinary)
J.P. Morgan Securities Australia Limited	ECAP nominees	J.P. Morgan Securities Australia Limited	853 (Ordinary)
GLAS Branch - London - J.P. Morgan Whitefriars Inc.	GLAS Branch - London - J.P. Morgan Whitefriars Inc.	GLAS Branch - London - J.P. Morgan Whitefriars Inc.	68,404 (Ordinary)
J.P. Morgan Investment Management Inc.	JPM Systematic Alpha Fund	Various clients and custodians	436,849 (Ordinary)
JPMorgan Asset Management (UK) Limited	JPM Systematic Alpha Fund	Various clients and custodians	3,189,074 (Ordinary)

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 (if applicable)	Nature of association
J.P. Morgan Clearing Corp	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities plc	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities Australia Limited	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Investment Management Inc.	Subsidiary of JPMorgan Chase & Co.
JPMorgan Asset Management (UK) Limited	Subsidiary of JPMorgan Chase & Co.

6. Addresses

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

Name	Address
JPMorgan Chase & Co.	270 Park Avenue, New York, New York, NY, NY, 10017, United States
J.P. Morgan Clearing Corp	c/o CT Corporation, 1209 Orange Street, Wilmington, Delaware, United States
J.P. Morgan Securities plc	25 Bank Street, Canary Wharf, London, E14 5JP, London, E14 5JP, England
J.P. Morgan Securities Australia Limited	Level 18, 85 Castlereagh Street, Sydney, NSW 2000, Australia
GLAS Branch - London - J.P. Morgan Whitefriars Inc.	Corporation Trust Centre, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, United States
J.P. Morgan Investment Management Inc.	c/o CT Corporation, 1209 Orange Street, Wilmington, DE2, DE, 19801-1120, United States
JPMorgan Asset Management (UK) Limited	60 Victoria Embankment, London, EC4Y0JP, England

Signature

Print name

Adam Singer

Capacity JPMorgan Chase Bank, N.A.

Sign here

Date 7/April/2016

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 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Law.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Law.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) 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 Law.

- (7) 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.
- (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) Given details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

[illegible]

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

Date:	7 April 2016
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Company's name:	METCASH LIMITED
ISIN:	AU000000MTS0
Date of change of relevant interests:	5 April 2016

Schedule					
Type of agreement	Institutional Account Agreement				
Parties to agreement	J.P. Morgan Clearing Corp., for itself and as agent and trustee for the other J.P. Morgan Entities and Mellon Global Sec Lending, CITIBANK, BNP PARIBAS SECURITIES (herein referred to as "JPMCC"). "J.P. Morgan Entities" means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Clearing Corp., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time.				
Transfer date	<table> <tr> <th><u>Date</u></th><th><u>Quantity</u></th></tr> <tr> <td>5 April 2016</td><td>3,999,200</td></tr> </table>	<u>Date</u>	<u>Quantity</u>	5 April 2016	3,999,200
<u>Date</u>	<u>Quantity</u>				
5 April 2016	3,999,200				
Holder of voting rights	JPMCC is the holder of the voting rights from the time at which it exercises its right to borrow. Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities.				
Are there any restriction on voting rights	Yes.				
If yes, detail	JPMCC will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMCC before the voting rights have been exercised. In these circumstances, JPMCC must return the securities to the Company and the Company holds the voting rights.				

Scheduled return date (if any)	N/A. There is no term to the loan of securities.
Does the borrower have the right to return early?	Yes.
If yes, detail	JPMCC has the right to return all and any securities or equivalent securities early at any time.
Does the lender have the right to recall early?	Yes.
If yes, detail	The Company has the right to recall all or any equivalent securities on demand.
Will the securities be returned on settlement?	Yes. Settlement of the loan will occur when JPMCC returns equivalent securities to the Company. There is no term to the loan of securities.
If yes, detail any exceptions	

Statement by J.P. Morgan Clearing Corp.:

If requested by the Company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Clearing Corp. will give a copy of the Institutional Account Agreement to the Company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED		
ISIN:	AU000000MTS0		
Date of change of relevant interests:	5 April 2016		
Schedule			
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")		
Parties to agreement	Insurance Commission of Western Australia ('lender'), J.P. Morgan Securities Australia Limited ('borrower')		
Transfer date	Trade date	Quantity	
	1 Jul 2015	187,400	
Holder of voting rights	Borrower		
Are there any restriction on voting rights	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 4.3 of the standard form AMSLA.		
Scheduled return date (if any)	None		

Does the borrower have the right to return early?	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.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the AMSLA to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")	
Parties to agreement	Citibank N.A. as agent ("lender"), J.P. Morgan Securities Australia Limited ("borrower")	
Transfer date	Trade date	Quantity
	2 Jul 2015	1,120,000
	2 Jul 2015	750,000
	3 Jul 2015	500,000
	8 Jan 2016	1,000,000
	5 Apr 2016	5,000,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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 4.3 of the standard form AMSLA.	

Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")	
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender"), J.P. Morgan Securities Australia Limited ("borrower")	
Transfer date	Trade date	Quantity
	12 Jun 2015	600,000
	2 Jul 2015	800,000
	2 Jul 2015	300,000
	30 Jul 2015	5,000,000
	30 Jul 2015	5,000,000
	31 Jul 2015	7,000,000
	12 Oct 2015	3,000,000
	19 Nov 2015	540,000
	15 Dec 2015	700,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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 4.3 of the standard form AMSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")	
Parties to agreement	State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower")	
Transfer date	Trade date	Quantity
	18 Sep 2015	4,980,539
	18 Sep 2015	2,000,000
	18 Sep 2015	107,211
	24 Nov 2015	1,900,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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.	
Scheduled return date (if any)	None	
Does the borrower have the right to return early?	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.
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the GMSLA to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED		
ISIN:	AU000000MTS0		
Date of change of relevant interests:	5 April 2016		
Schedule			
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")		
Parties to agreement	National Australia Bank Limited ('lender') and J.P. Morgan Securities Australia Limited ('borrower')		
Transfer date	Trade date	Quantity	
	25 Feb 2016	500,000	
	26 Feb 2016	1,000,000	
	31 Mar 2016	800,000	
Holder of voting rights	Borrower		
Are there any restriction on voting rights	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 4.3 of the standard form AMSLA.		
Scheduled return date (if any)	None		
Does the borrower have the right to return early?	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..
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the AMSLA to that company or ASIC..

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")	
Parties to agreement	J.P. Morgan Securities plc ("borrower") and Bank of New York Mellon as agent ("lender")	
Transfer date	Trade date	Quantity
	14 Aug 2014	60,000
	23 Sep 2014	15,000
	6 Jan 2015	14,773
	27 Jan 2015	100,000
	28 Jan 2015	130,000
	3 Feb 2015	550,000
	14 Dec 2015	2,450,000
	14 Dec 2015	150,000
	26 Jun 2015	300,000
	26 Jun 2015	140,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	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.
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	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 securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")	
Parties to agreement	J.P. Morgan Securities plc ("borrower") and West Midlands Pen FD ("lender")	
Transfer date	Trade date	Quantity
	2 Mar 2015	240,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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.	
Scheduled return date (if any)	None	
Does the borrower have the right to return early?	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.	
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	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 securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED		
ISIN:	AU000000MTS0		
Date of change of relevant interests:	5 April 2016		
Schedule			
Type of agreement	Overseas Securities Lender's Agreement ("OSLA")		
Parties to agreement	J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender")		
Transfer date	Trade date	Quantity	
	5 Apr 2016	3,000,000	
Holder of voting rights	Borrower		
Are there any restriction on voting rights	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.		
Scheduled return date (if any)	None		
Does the borrower have the right to return early?	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.		
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	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 OSLA to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	JPMorgan Chase Bank, N.A. (acting as agent) Overseas Securities Lender's Agreement ("OSLA")	
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") J.P. Morgan Securities plc ("borrower")	
Transfer date	Trade date	Quantity
	2 Jun 2015	800,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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.	
Scheduled return date (if any)	None	

Does the borrower have the right to return early?	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.
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Limited will give a copy of the OSLA to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	7 April 2016
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Company's name:	METCASH LIMITED	
ISIN:	AU000000MTS0	
Date of change of relevant interests:	5 April 2016	
Schedule		
Type of agreement	Master Overseas Securities Borrowing Agreement	
Parties to agreement	J.P. Morgan Securities plc ("borrower") and The Northern Trust Company as agent ("lender")	
Transfer date	Trade date	Quantity
	3 Feb 2015	590,000
Holder of voting rights	Borrower	
Are there any restriction on voting rights	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.	
Scheduled return date (if any)	None	

Does the borrower have the right to return early?	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.
Does the lender have the right to recall early?	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.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	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 OSLA to that company or ASIC.