

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme BC IRON LIMITED

ACN/ARSN 120 646 924

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

Name Morgan Stanley and its subsidiaries listed in Annexure A

ACN/ARSN (if applicable) Not Applicable

The holder became a substantial holder on August 14, 2014

**2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	7,599,649	7,599,649	6.11%
			Based on 124,345,439 Ordinary Shares

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Morgan Stanley & Co. International plc	Holder of securities subject to an obligation to return under a securities lending and prime brokerage agreement. Right as lender to recall the shares under a securities lending arrangement	2,041,036 Ordinary Shares
Morgan Stanley & Co. International plc	Holder of securities subject to an obligation to return under a securities lending and prime brokerage agreement through an associate. Right as lender to recall the shares under a securities lending arrangement.	1,944,309 Ordinary Shares
Morgan Stanley & Co. International plc	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses. Right as lender to recall the shares under a securities lending arrangement.	287,399 Ordinary Shares
Morgan Stanley & Co. International plc	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	1,724,171 Ordinary Shares
Morgan Stanley Australia Securities Limited	Holder of securities subject to an obligation to return under a securities lending agreement. Right as lender to recall the shares under a securities lending arrangement	658,600 Ordinary Shares
Morgan Stanley Australia Securities Limited	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	944,134 Ordinary Shares
Each of the entities (as listed in Annexure A) in the Morgan Stanley group upstream of the above entities	Each of the above entities is a body corporate that each upstream entity controls and therefore has the relevant interests that the above entities collectively have.	7,599,649 Ordinary Shares (N.B.: Total of the above direct interest)

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Morgan Stanley & Co. International plc	Unknown	Not Applicable	4,272,744 Ordinary Shares
Morgan Stanley & Co. International plc	HSBC Custody Nominees (Australia) Limited	Not Applicable	1,724,171 Ordinary Shares
Morgan Stanley Australia Securities Limited	Unknown	Not Applicable	658,600 Ordinary Shares
Morgan Stanley Australia Securities Limited	Morgan Stanley Australia Securities (Nominee) Pty Limited	Not Applicable	944,134 Ordinary Shares

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number
		Cash	Non-Cash	
Morgan Stanley Australia Securities Limited	4/14/2014	4.6943	Buy	11,758 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/15/2014	4.7223	Buy	11,380 Ordinary Shares
Morgan Stanley & Co. International plc	4/15/2014	4.7500	Buy	3,345 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/16/2014	4.7430	Buy	6,943 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/17/2014	4.7323	Buy	20,978 Ordinary Shares
Morgan Stanley & Co. International plc	4/17/2014	4.7462	Buy	9,263 Ordinary Shares
Morgan Stanley & Co. International plc	4/17/2014	N/A	Collateral Received	1,518 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/22/2014	4.6976	Buy	27,186 Ordinary Shares
Morgan Stanley & Co. International plc	4/22/2014	4.6853	Buy	5,452 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/23/2014	4.6330	Buy	24,106 Ordinary Shares
Morgan Stanley & Co. International plc	4/23/2014	4.6261	Buy	2,879 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/24/2014	4.6793	Buy	81,648 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/28/2014	4.5626	Buy	44,482 Ordinary Shares
Morgan Stanley & Co. International plc	4/28/2014	4.5611	Buy	261 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/29/2014	4.2974	Buy	93,807 Ordinary Shares
Morgan Stanley Australia Securities Limited	4/30/2014	4.3259	Buy	57,502 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/1/2014	4.2159	Buy	18,153 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/2/2014	4.1007	Buy	8,624 Ordinary Shares
Morgan Stanley & Co. International plc	5/2/2014	4.0847	Buy	5,198 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/5/2014	4.1688	Buy	41,164 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/6/2014	4.1845	Buy	50,794 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/7/2014	4.0486	Buy	46,100 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/8/2014	4.0876	Buy	101,271 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/9/2014	4.0853	Buy	65,281 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/12/2014	3.9352	Buy	92,600 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/13/2014	3.9678	Buy	36,578 Ordinary Shares
Morgan Stanley & Co. International plc	5/13/2014	3.9400	Buy	2,744 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/14/2014	3.9605	Buy	16,589 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/15/2014	3.9547	Buy	71,091 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/16/2014	3.8518	Buy	27,714 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/19/2014	3.7024	Buy	51,452 Ordinary Shares
Morgan Stanley & Co. LLC	5/19/2014	N/A	Collateral Received	198 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/20/2014	3.5974	Buy	14,387 Ordinary Shares
Morgan Stanley & Co. International plc	5/20/2014	3.5900	Buy	148 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/21/2014	3.5279	Buy	42,363 Ordinary Shares

Morgan Stanley Australia Securities Limited	5/22/2014	3.6390	Buy	42,381 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/23/2014	3.6817	Buy	3,032 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/26/2014	3.6434	Buy	5,282 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/27/2014	3.6551	Buy	19,820 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/28/2014	3.6981	Buy	55,389 Ordinary Shares
Morgan Stanley & Co. International plc	5/28/2014	3.7064	Buy	725 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/29/2014	3.6521	Buy	57,529 Ordinary Shares
Morgan Stanley Australia Securities Limited	5/30/2014	3.5262	Buy	12,574 Ordinary Shares
Morgan Stanley & Co. International plc	5/30/2014	3.5200	Buy	12,108 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/2/2014	3.6077	Buy	36,249 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/3/2014	3.6941	Buy	41,498 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/4/2014	3.6299	Buy	74,715 Ordinary Shares
Morgan Stanley & Co. International plc	6/4/2014	3.6296	Buy	21,993 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/5/2014	3.6554	Buy	51,669 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/6/2014	3.5885	Buy	53,376 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/10/2014	3.6120	Buy	32,463 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/11/2014	3.5284	Buy	49,259 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/12/2014	3.3532	Buy	152,500 Ordinary Shares
Morgan Stanley & Co. International plc	6/12/2014	3.3536	Buy	56,765 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/13/2014	3.1383	Buy	99,863 Ordinary Shares
Morgan Stanley & Co. International plc	6/13/2014	3.0989	Buy	207 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/16/2014	3.0710	Buy	170,661 Ordinary Shares
Morgan Stanley & Co. International plc	6/16/2014	3.0799	Buy	18,784 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/17/2014	2.9866	Buy	149,946 Ordinary Shares
Morgan Stanley & Co. International plc	6/17/2014	2.9898	Buy	12,843 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/18/2014	3.0203	Buy	166,421 Ordinary Shares
Morgan Stanley & Co. International plc	6/18/2014	3.0245	Buy	9,690 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/19/2014	3.1459	Buy	59,496 Ordinary Shares
Morgan Stanley & Co. International plc	6/19/2014	3.1266	Buy	78,162 Ordinary Shares
Morgan Stanley & Co. International plc	6/19/2014	N/A	Collateral Received	54,969 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/20/2014	3.1577	Buy	61,415 Ordinary Shares
Morgan Stanley & Co. International plc	6/20/2014	3.1423	Buy	7,921 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/23/2014	3.2648	Buy	30,985 Ordinary Shares
Morgan Stanley & Co. International plc	6/23/2014	3.2757	Buy	3,891 Ordinary Shares
Morgan Stanley & Co. International plc	6/23/2014	N/A	Collateral Received	81,588 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/24/2014	3.2903	Buy	34,837 Ordinary Shares
Morgan Stanley & Co. International plc	6/24/2014	N/A	Collateral Received	12,843 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/25/2014	3.2144	Buy	35,508 Ordinary Shares
Morgan Stanley & Co. LLC	6/25/2014	N/A	Collateral Received	5 Ordinary Shares
Morgan Stanley & Co. International plc	6/25/2014	N/A	Collateral Received	23,505 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/26/2014	3.2573	Buy	71,238 Ordinary Shares
Morgan Stanley & Co. International plc	6/26/2014	3.2000	Buy	2,057 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/27/2014	3.2955	Buy	12,401 Ordinary Shares
Morgan Stanley Australia Securities Limited	6/30/2014	3.2241	Buy	24,023 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/1/2014	3.2392	Buy	69,784 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/2/2014	3.2059	Buy	57,968 Ordinary Shares
Morgan Stanley & Co. International plc	7/2/2014	3.2224	Buy	10,892 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/3/2014	3.2760	Buy	70,820 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/4/2014	3.4931	Buy	18,072 Ordinary Shares
Morgan Stanley & Co. International plc	7/4/2014	3.4987	Buy	11,559 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/7/2014	3.4552	Buy	25,949 Ordinary Shares
Morgan Stanley & Co. International plc	7/7/2014	3.4551	Buy	44,963 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/8/2014	3.4845	Buy	29,107 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/9/2014	3.4462	Buy	80,601 Ordinary Shares
Morgan Stanley & Co. International plc	7/9/2014	3.5100	Buy	4,032 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/10/2014	3.3907	Buy	75,810 Ordinary Shares
Morgan Stanley & Co. International plc	7/10/2014	3.3887	Buy	3,931 Ordinary Shares
Morgan Stanley & Co. LLC	7/10/2014	N/A	Collateral Received	12 Ordinary Shares

Morgan Stanley Australia Securities Limited	7/11/2014	3.3159	Buy	39,201 Ordinary Shares
Morgan Stanley & Co. International plc	7/11/2014	3.3194	Buy	1,179 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/14/2014	3.2619	Buy	8,728 Ordinary Shares
Morgan Stanley & Co. International plc	7/14/2014	N/A	Borrow	4,931 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/15/2014	3.2629	Buy	27,428 Ordinary Shares
Morgan Stanley & Co. International plc	7/15/2014	N/A	Borrow	8,294 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/16/2014	3.3125	Buy	51,956 Ordinary Shares
Morgan Stanley & Co. International plc	7/16/2014	3.2400	Buy	13 Ordinary Shares
Morgan Stanley & Co. LLC	7/16/2014	N/A	Collateral Received	171 Ordinary Shares
Morgan Stanley & Co. International plc	7/16/2014	N/A	Borrow	1,060 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/17/2014	3.4445	Buy	25,601 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/18/2014	3.3961	Buy	5,776 Ordinary Shares
Morgan Stanley & Co. International plc	7/18/2014	3.3798	Buy	1,329 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/21/2014	3.3645	Buy	17,421 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/22/2014	3.3236	Buy	31,122 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/23/2014	3.3550	Buy	43,936 Ordinary Shares
Morgan Stanley & Co. LLC	7/23/2014	N/A	Collateral Received	2,517 Ordinary Shares
Morgan Stanley & Co. International plc	7/23/2014	N/A	Borrow	4,702 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/24/2014	3.3136	Buy	10,922 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/25/2014	3.2596	Buy	33,864 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/28/2014	3.2545	Buy	34,915 Ordinary Shares
Morgan Stanley & Co. International plc	7/28/2014	3.2658	Buy	4,643 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/29/2014	3.3820	Buy	76,552 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/30/2014	3.4466	Buy	28,937 Ordinary Shares
Morgan Stanley Australia Securities Limited	7/31/2014	3.4064	Buy	37,417 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/1/2014	3.3065	Buy	28,577 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/4/2014	3.3909	Buy	40,090 Ordinary Shares
Morgan Stanley & Co. International plc	8/4/2014	3.3969	Buy	2,823 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/5/2014	3.4204	Buy	70,549 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/6/2014	3.3871	Buy	15,524 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/7/2014	3.3604	Buy	39,253 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/8/2014	3.3182	Buy	74,487 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/11/2014	3.0934	Buy	149,571 Ordinary Shares
Morgan Stanley & Co. International plc	8/11/2014	N/A	Borrow	1,894 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/12/2014	3.0291	Buy	453,525 Ordinary Shares
Morgan Stanley & Co. International plc	8/12/2014	N/A	Borrow	4,021 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/13/2014	3.0515	Buy	394,251 Ordinary Shares
Morgan Stanley & Co. International plc	8/13/2014	3.0691	Buy	4,643 Ordinary Shares
Morgan Stanley & Co. LLC	8/13/2014	N/A	Borrow	300,000 Ordinary Shares
Morgan Stanley & Co. LLC	8/13/2014	N/A	Collateral Received	6 Ordinary Shares
Morgan Stanley & Co. International plc	8/13/2014	N/A	Collateral Received	624 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/14/2014	3.1249	Buy	96,358 Ordinary Shares
Morgan Stanley & Co. International plc	8/14/2014	3.1260	Buy	19,977 Ordinary Shares
Morgan Stanley & Co. LLC	8/14/2014	N/A	Borrow	300,000 Ordinary Shares
Morgan Stanley & Co. International plc	8/14/2014	N/A	Borrow	2,000,000 Ordinary Shares
Morgan Stanley Australia Securities Limited	8/14/2014	N/A	Borrow	2,000,000 Ordinary Shares

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

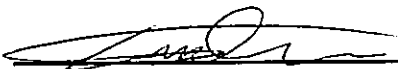
Name and ACN/ARSN (if applicable)	Nature of association
Morgan Stanley & Co. International plc	Is a body corporate controlled by each upstream entity as listed in Annexure A
Morgan Stanley Australia Securities Limited	Is a body corporate controlled by each upstream entity as listed in Annexure A

**7. Addresses**

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

Name	Address
Morgan Stanley	1585 Broadway, New York 10036, USA
Morgan Stanley & Co. International plc	25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom
Morgan Stanley Australia Securities Limited	Level 39 Chifley Tower, 2 Chifley Square, Sydney, New South Wales 2000, Australia
Morgan Stanley & Co. LLC	1585 Broadway, New York 10036, USA

**Signature**

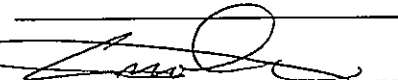
print name **Graham Choy** capacity **Vice President**  
 sign here  date **August 18, 2014**

**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 3.

Name
└ Morgan Stanley
├─ Morgan Stanley International Holdings Inc.
│ └ Morgan Stanley International Limited
│ │ └ Morgan Stanley Group (Europe)
│ │ │ └ Morgan Stanley UK Group
│ │ │ │ └ Morgan Stanley Investments (UK)
│ │ │ │ └ Morgan Stanley & Co. International plc
├─ Morgan Stanley International Incorporated
│ └ Morgan Stanley (Australia) Securities Holdings Pty Limited
│ └ Morgan Stanley Australia Securities Limited

**Signature**

print name **Graham Choy** capacity **Vice President**  
 sign here  date **August 18, 2014**

## Annexure B

This is Annexure B referred to in the Form 603: Notice of initial substantial holder issued by Morgan Stanley and its subsidiaries.  
The following is description of the securities lending agreements referenced in the accompanying Form 603

<b>Schedule</b>	
<b>Type of Agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and JPMORGAN CHASE BANK, NA
<b>Transfer Date</b>	8/14/2014
<b>Holder of Voting Rights</b>	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).
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	As stated above.
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b> 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.	

<b>Schedule</b>	
<b>Type of Agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and UBS AG
<b>Transfer Date</b>	8/14/2014
<b>Holder of Voting Rights</b>	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).
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	As stated above.
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b> 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.	

<b>Schedule</b>	
<b>Type of Agreement</b>	Global Master Securities Lending Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and BNP PARIBAS SECURITIES SERVICES
<b>Transfer Date</b>	8/11/2014;8/12/2014;8/13/2014;8/14/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b> Not applicable	
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b> 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.	
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b> 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.	
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b> 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.	

<b>Schedule</b>	
<b>Type of Agreement</b>	Global Master Securities Lending Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and DB PRIVATMANDAT COMFORT SICAV - BALANCE (U)
<b>Transfer Date</b>	8/14/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b> Not applicable	
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b> 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.	
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b> 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.	
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b> 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.	

<b>Schedule</b>	
<b>Type of Agreement</b>	Master Securities Loan Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co. LLC, MS Securities Services Inc. and CITIBANK NA
<b>Transfer Date</b>	8/13/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
If yes, detail Not applicable	
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
<b>Does the lender have the right to recall early?</b>	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
<b>Will the securities be returned on settlement?</b>	Yes/No
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	

<b>Schedule</b>	
<b>Type of Agreement</b>	Master Securities Loan Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co. LLC, MS Securities Services Inc. and STATE STREET BANK AND TRUST COMPANY
<b>Transfer Date</b>	8/14/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
If yes, detail Not applicable	
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
<b>Does the lender have the right to recall early?</b>	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
<b>Will the securities be returned on settlement?</b>	Yes/No
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	



<b>Schedule</b>	
<b>Type of Agreement</b>	Australian Master Securities Lending Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and JPMORGAN CHASE BANK, NA
<b>Transfer Date</b>	8/14/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	The Borrower shall be 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.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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 or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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 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 be set-off against the sums due from the other and only the balance of the account shall be payable.

<b>Schedule</b>	
<b>Type of Agreement</b>	Australian Master Securities Lending Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and COMMONWEALTH BANK OF AUSTRALIA
<b>Transfer Date</b>	3/28/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	The Borrower shall be 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.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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 or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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 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 be set-off against the sums due from the other and only the balance of the account shall be payable.

<b>Schedule</b>	
<b>Type of Agreement</b>	Australian Master Securities Lending Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc and NATIONAL AUSTRALIA BANK LIMITED
<b>Transfer Date</b>	4/11/2014
<b>Holder of Voting Rights</b>	Borrower
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	The Borrower shall be 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.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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 or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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 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 be set-off against the sums due from the other and only the balance of the account shall be payable.

<b>Schedule</b>	
<b>Type of Agreement</b>	International Prime Brokerage Agreement
<b>Parties to agreement</b>	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
<b>Transfer Date</b>	8/13/2014
<b>Holder of Voting Rights</b>	Prime broker has the right to vote securities rehypothecated from the Client.
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	Prime broker may return shares which were rehypothecated from the client at any time.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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.

<b>Schedule</b>	
<b>Type of Agreement</b>	International Prime Brokerage Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and AMP CAPITAL ASIA QUANT FUND
<b>Transfer Date</b>	8/13/2014
<b>Holder of Voting Rights</b>	Prime broker has the right to vote securities rehypothecated from the Client.
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	Prime broker may return shares which were rehypothecated from the client at any time.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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.

<b>Schedule</b>	
<b>Type of Agreement</b>	International Prime Brokerage Agreement
<b>Parties to agreement</b>	Morgan Stanley & Co International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and AMUNDI ALTERNATIVES MACQUARIE ASIAN ALPHA MASTER FUND
<b>Transfer Date</b>	8/12/2014
<b>Holder of Voting Rights</b>	Prime broker has the right to vote securities rehypothecated from the Client.
<b>Are there any restrictions on voting rights?</b>	Yes/No
<b>If yes, detail</b>	Not applicable
<b>Scheduled Return Date (if any)</b>	Open
<b>Does the borrower have the right to return early?</b>	Yes/No
<b>If yes, detail</b>	Prime broker may return shares which were rehypothecated from the client at any time.
<b>Does the lender have the right to recall early?</b>	Yes/No
<b>If yes, detail</b>	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.
<b>Will the securities be returned on settlement?</b>	Yes/No
<b>If yes, detail any exceptions</b>	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.

<b>Schedule</b>	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and GDF1, A SEGREGATED ACCOUNT OF GEODE CAPITAL MASTER FUND LTD
Transfer Date	8/13/2014
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.	

<b>Schedule</b>	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and GEODE GLOBAL DYNAMIC MARKET NEUTRAL FUND, A SEGREGATED ACCOUNT OF GEODE CAPITAL MASTER FUND LTD
Transfer Date	8/12/2014
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.	

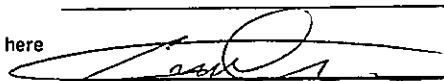
The above schedules are based on the relevant standard agreements. The entity filing the report will, if requested by the company or responsible entity to whom the prescribed form must be given or ASIC, give a copy of the agreement to the company, responsible entity or ASIC.

**Signature**

print name Graham Choy

capacity Vice President

sign here



date August 18, 2014

#### 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 603.

<b>Signature</b>	This form must be signed by either a director or a secretary of the substantial holder.
<b>Lodging period</b>	Nil
<b>Lodging Fee</b>	Nil
<b>Other forms to be completed</b>	Nil
<b>Additional information</b>	<p>(a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.</p> <p>(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.</p> <p>(c) The person must give a copy of this notice:</p> <ul style="list-style-type: none"><li>(i) within 2 business days after they become aware of the information; or</li><li>(ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:<ul style="list-style-type: none"><li>(A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and</li><li>(B) the person becomes aware of the information during the bid period.</li></ul></li></ul>

## 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 ACN 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.