

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme BERKELEY RESOURCES LIMITED

ACN/ARSN 052 468 569

1. Details of substantial holder (1)

Name Morgan Stanley & Co. International plc
ACN/ARSN (if applicable) Not Applicable

The holder ceased to be a substantial holder on 21 January 2011
The previous notice was given to the company on 13 December 2010
The previous notice was dated 9 December 2010

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	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
		change (4)			
December 10, 2010	Morgan Stanley & Co. International plc	Buy	1.7627	70000 Ordinary Shares	70,000
December 10, 2010	Morgan Stanley & Co. International plc	Sell	1.7800	-3100 Ordinary Shares	(3,100)
December 13, 2010	Morgan Stanley Australia Securities Limited	Sell	1.6974	-16046 Ordinary Shares	(16,046)
December 14, 2010	Morgan Stanley & Co. International plc	Buy	1.6875	130000 Ordinary Shares	130,000
December 14, 2010	Morgan Stanley & Co. International plc	Collateral Returned	N.A	-91713 Ordinary Shares	(91,713)
December 14, 2010	Morgan Stanley Australia Securities Limited	Sell	1.6876	-2454 Ordinary Shares	(2,454)
December 15, 2010	Morgan Stanley & Co. International plc	Buy	1.6715	26335 Ordinary Shares	26,335
December 15, 2010	Morgan Stanley Australia Securities Limited	Buy	1.7102	17967 Ordinary Shares	17,967
December 16, 2010	Morgan Stanley & Co. International plc	Buy	1.7737	1946 Ordinary Shares	1,946
December 16, 2010	Morgan Stanley & Co. International plc	Sell	1.7900	-3799 Ordinary Shares	(3,799)
December 17, 2010	Morgan Stanley & Co. International plc	Buy	1.7685	1848 Ordinary Shares	1,848
December 20, 2010	Morgan Stanley & Co. International plc	Borrow	N.A	4604 Ordinary Shares	4,604
December 20, 2010	Morgan Stanley & Co. International plc	Buy	1.7649	908 Ordinary Shares	908
December 21, 2010	Morgan Stanley & Co. International plc	Buy	1.7803	838 Ordinary Shares	838
December 21, 2010	Morgan Stanley & Co. International plc	Sell	1.8000	-1711 Ordinary Shares	(1,711)
December 22, 2010	Morgan Stanley & Co. International plc	Buy	1.7887	249 Ordinary Shares	249
December 23, 2010	Morgan Stanley & Co. International plc	Buy	1.8082	3352 Ordinary Shares	3,352
December 29, 2010	Morgan Stanley & Co. International plc	Sell	1.7900	-44 Ordinary Shares	(44)
December 30, 2010	Morgan Stanley & Co. International plc	Buy	1.7638	1127 Ordinary Shares	1,127
January 4, 2011	Morgan Stanley & Co. International plc	Sell	1.7473	-761 Ordinary Shares	(761)
January 5, 2011	Morgan Stanley & Co. International plc	Sell	1.7743	-2258 Ordinary Shares	(2,258)
January 6, 2011	Morgan Stanley & Co. International plc	Sell	1.7741	-106 Ordinary Shares	(106)
January 7, 2011	Morgan Stanley & Co. International plc	Sell	1.7200	-559 Ordinary Shares	(559)

January 10, 2011	Morgan Stanley & Co. International plc	Sell	1.7557	-6575 Ordinary Shares	(6,575)
January 11, 2011	Morgan Stanley & Co. International plc	Sell	1.7744	-790 Ordinary Shares	(790)
January 12, 2011	Morgan Stanley & Co. International plc	Sell	1.8226	-3305 Ordinary Shares	(3,305)
January 13, 2011	Morgan Stanley & Co. International plc	Buy	1.8104	2859 Ordinary Shares	2,859
January 14, 2011	Morgan Stanley & Co. International plc	Buy	1.8200	54 Ordinary Shares	54
January 14, 2011	Morgan Stanley & Co. International plc	Sell	1.8200	-54 Ordinary Shares	(54)
January 17, 2011	Morgan Stanley & Co. International plc	Borrow	N.A	3305 Ordinary Shares	3,305
January 17, 2011	Morgan Stanley & Co. International plc	Buy	1.8020	680 Ordinary Shares	680
January 18, 2011	Morgan Stanley & Co. International plc	Buy	1.8242	557 Ordinary Shares	557
January 18, 2011	Morgan Stanley & Co. International plc	Sell	1.8300	-4000000 Ordinary Shares	(4,000,000)
January 19, 2011	Morgan Stanley & Co. International plc	Borrow Returned	N.A	-2859 Ordinary Shares	(2,859)
January 20, 2011	Morgan Stanley & Co. International plc	Borrow Returned	N.A	-446 Ordinary Shares	(446)
January 21, 2011	Morgan Stanley & Co. International plc	Buy	1.7896	323 Ordinary Shares	323
January 21, 2011	Morgan Stanley & Co. International plc	Collateral Returned	N.A	-464797 Ordinary Shares	(464,797)
January 21, 2011	Morgan Stanley & Co. International plc	Sell	1.7840	-1114 Ordinary Shares	(1,114)

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:

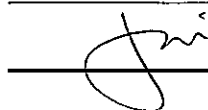
Name	Address
Morgan Stanley & Co. International plc	25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom
Morgan Stanley Australia Securities Limited	Level 39 Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia

Signature

print name Caroline Lai

capacity Vice President

sign here



date 25 January 2011

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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 Act 2001.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 605.

Signature	This form must be signed by either a director or a secretary of the substantial holder.
Lodging period	Nil
Lodging Fee	Nil
Other forms to be completed	Nil
Additional information	<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"> (i) within 2 business days after they become aware of the information; or (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if: <ul style="list-style-type: none"> (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and (B) the person becomes aware of the information during the bid period.
Annexures	<p>To make any annexure conform to the regulations, you must</p> <ol style="list-style-type: none"> 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: <i>This is annexure (mark) of (number) pages referred to in form (form number and title)</i> 7 sign and date the annexure. <p>The annexure must be signed by the same person(s) who signed the form.</p>

Morgan Stanley

Morgan Stanley & Co. International plc ("MSI plc") – Extract of International Prime Brokerage Agreement

A.3. Rights and Obligations in Respect of Investments

A.3.1. Corporate Actions:

- (i) Where MSI plc is notified that a Corporate Action may be exercised in relation to an Investment credited to a Prime Brokerage Account and registered in the name of an Associated Firm, a sub-custodian appointed by MSI plc or its or such sub-custodian's nominee, it will use reasonable efforts to notify the Client as soon as practicable of such Corporate Action.
 - (ii) If the Client wishes to exercise a right relating to a Corporate Action in relation to an Investment credited to a Prime Brokerage Account, it must notify MSI plc in writing of its election as soon as possible, but in any event no later than the expiry of Morgan Stanley's deadline for submissions of elections relating to that Corporate Action as advised to the Client by MSI plc or, where no deadline is advised, no later than 10 Notice Business Days prior to the final date for submission by MSI plc of such elections (or such shorter period as may be agreed in writing). MSI plc will use reasonable efforts to exercise such right, but only (a) on such terms as the Client has notified to MSI plc in writing and as are acceptable to MSI plc, and (b) where the Client has provided MSI plc or any other person (as the case may be) with any funds required to exercise such right.
 - (iii) MSI plc will use reasonable efforts to send the Client Corporate Action Information. This will have been sent to MSI plc from a sub-custodian or agent bank for forwarding to shareholders whose shares are held in custody by MSI plc. No representation or warranty, express or implied, is or will be made by MSI plc in relation to the accuracy or completeness of the Corporate Action Information or any other written or oral information made available to the Client or its advisers in connection with the proposed Corporate Action and no responsibility or liability is or will be accepted by Morgan Stanley in relation to it. The Client should make its own investigation of the proposed Corporate Action and all information provided.
 - (iv) The distribution of the Corporate Action Information in certain jurisdictions may be restricted by law in the jurisdiction in which the Client resides or conducts business. Any request for MSI plc to exercise or participate on behalf of the Client in the proposed Corporate Action shall be a representation to Morgan Stanley that the Client is entitled to so exercise or participate and that any and all restrictions or qualifications have been complied with. By accepting and executing such request on behalf of the Client, MSI plc is not making any representation or warranty about the Client's eligibility to so exercise or participate in any such action.
- A.3.5. Voting Rights:** Where MSI plc is notified that voting rights may be exercised in relation to an Investment credited to a Prime Brokerage Account and registered in the name of a Morgan Stanley Company, a sub-custodian appointed by MSI plc or its or such sub-custodian's nominee, it will use reasonable efforts to notify the Client as soon as practicable of

such voting rights. MSI plc will only exercise voting rights in respect of the Client's Investments held in the Prime Brokerage Account and registered in the name of a Morgan Stanley Company, a sub-custodian appointed by Morgan Stanley or that of its or such sub-custodian's nominee, where expressly agreed with the Client.

B.2. Terms of Settlement Facility

- (vii) **Corporate Actions:** Where, prior to delivery of any Equivalent Securities to MSI plc:
 - (a) any voting rights relating to any Settlement Securities the subject of a Settlement Facility become exercisable, then the Client will, where it holds securities of the same description as any made available to it under the Settlement Facility, exercise any such rights in accordance with MSI plc's instructions; and
 - (b) any rights relating to a Corporate Action, including those requiring election arise in respect of any Settlement Securities the subject of a Settlement Facility, then the Client will deliver to MSI plc Equivalent Securities in such form as MSI plc has notified to the Client in relation to the exercise of any such right.

I.1. Use of Investments

- (i) The Client hereby authorises any Morgan Stanley Company at any time or times to borrow, lend, charge, rehypothecate, dispose of or otherwise use for its own purposes any Investments which are for the time being subject to the Security without giving notice of such borrowing, lending, charge, rehypothecation, disposal or other use to the Client. Such Morgan Stanley Company may retain for its own account all fees, profits and other benefits received in connection with any such borrowing, loan or use. Upon (i) a borrowing, lending or other use, such Investments will become the absolute property of that Morgan Stanley Company (or that of its transferee) free from the Security and from any equity, right, title or interest of the Client's and (ii) a charge or rehypothecation of any of the Client's Investments, all of those Investments, including the Client's interest in those Investments, will be subject to the charge or other security interest created by such charge or rehypothecation. Upon any such use, the Client will have a right against MSI plc for the delivery of Equivalent Investments in accordance with paragraph I.2.
- (ii) Where a Morgan Stanley Company borrows, lends or otherwise uses Hong Kong Securities any such borrowing, lending or use shall be effected by way of a loan of the relevant securities by the Client to the Morgan Stanley Company under the OSLA (as defined in paragraph B.1.1. above). The Morgan Stanley Company shall not be required to issue a Borrowing Request (as defined in the OSLA) in respect of any such loan made.