

MITSUBISHI-UFJ FINANCIAL GROUP

FACSIMILE TRANSMISSION HEADER

DATE OF MESSAGE: 09/26/2012	MESSAGE NO:	NUMBER OF PAGES INCLUDING COVER PAGE: 7
TO: ASX		cc:
Company Annound	cements Office	
FAX NO. <u>(61)</u>	2 9778 0999	
FROM: MITSUBISHI-U	FJ FINANCIAL GROU	P
Corporat	e Administration Dep	artment
(/	Attn: EBATA)	
FAX NO. 81-3	3-6214-6367 TEL N	O 81-3-6250-3978
RE: Submission of F	ORM 604	
L		

We hereby submit Form 604 as attached.

Best regards,

Makiko Ebata

TEL: 81-3-6250-3978

e-mail: makiko_ebata@hd.mufg.jp

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme

Industrea Limited

ACN/ARSN

010 720 117

1. Details of substantial holder (1)

Name

Mitsubishi UFJ Financial Group, Inc.

ACN/ARSN (if applicable)

Not Applicable

There was a change in the Interests of the

substantial holder on

21 September 2012

The previous notice was given to the company on

20 September 2012

The previous notice was dated

20 September 2012

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	
Class di secondes (+)	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares		7.08% (Based on 370,268,216 shares outstanding)	19,584,531	5.29% (Based on 370,268,218 shares outstanding)

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)	number of securities	Person's votes affected
18 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entily controlled by Morgan Stanley	1.2153	-863,364 Ordinary Shares	-863,364
18 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2168	-1,580,000 Ordinary Shares	-1,580,000
18 September 2012	Mitsubishi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley		325,400 Ordinary Shares	325.400
18 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2200	-148 Ordinary Shares	-148
19 Şeptember 2012	Milsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2344	-43,503 Ordinary Shares	-43,503
19 September 2012	Mitsubishi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley	1.2400	237,280 Ordinary Shares	237,280

19 September 2012	Milaublahi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley	1.2400	75,300 Ordinary Shares	75,300
19 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2300	-20,000 Ordinary Shares	-20,000
20 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2382	-1,357,497 Ordinary Shares	-1,357,497
20 September 2012	Mitsubishi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley	1.2400	41,136 Ordinary Shares	41,136
20 September 2012	Mitsubishi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley	1.2400	398,757 Ordinary Shares	398,757
20 September 2012	Mitsubishl UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2400	-82,59 <u>9</u> Ordinary Shares	-82,599
21 September 2012	Milsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2375	-3,241,869 Ordinary Shares	-3,241,869
21 Seplember 2012	Milsubishi UFJ Financial Group, Inc	Acquisition of shares by an entity controlled by Morgan Stanley	1.2379	17,512 Ordinary Shares	17,512
21 September 2012	Mitsubishi UFJ Financial Group, Inc	Sale of shares by an entity controlled by Morgan Stanley	1.2384	-65,532 Ordinary Shares	-65,532

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)	Nature of relevant interest (6)	Class and number of securities	Person's voles
Mitsubishi UFJ Financial Group, Inc	Unknown	Not applicable	- Barrer - Chambers		15,577,292
Milsubishi UFJ Financial Group, Inc	Unknown	Not applicable	Relevant Interest in shares that Morgan Stanley has a relevant interest in under section 608(3) of the Corporations Act as Mitsubish! UFJ Financial Group has voting power of over 20% in Morgan Stanley.		1,380,000
Mitsubishi UFJ Financial Group, Inc	Morgen Stanley Australia Securities (Nominee) Pty Limited	Not applicable			2,627,239

5. Changes in association

The persons who have become associates (2) of, ceased to be essociates 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/ARSN applicable)	(if	Nature of association
Not epplicable		Not applicable

6. Addresses

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

Name	Address
	2-7-1, Marunouchi, Chiyoda-ku, Tokyo 100-8330, Japan

S	i	a	natur	E

print name	Mr. Masaya Fujimoto	capacity	
sign here	M. Fujimoto	date	26 September 2012

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 Act 2001.
- (3) See the definition of "relevant interest" in sections 606 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 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 Act 2001.

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

ANNEXURE "A"

This is Annexure "A" of 3 pages referred to in the Form 604 (Notice of change of interests of substantial holder), signed by me and dated 26 September 2012

Signed: Mr. Masaya Fujimoto

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co International pic for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and ROYAL BANK OF CANADA
Transfer Date	9/6/2012; 9/7/2012
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/ No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail At any time the client may return to the prime broke	er shares which the client previously sold short.
Does the lender have the right to recall early?	Yes /No
If yes, detail The prime broker may require the client to return s	hares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the of delivered will be determined and on the basis of the amounts so from each party to the other. The amounts due from one party st party and only the balance of the account shall be payable.	established, an account shall be taken of what is due

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Schedule	
Type of Agreement	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co International plc and DEKABANK DEUTSCHE GIROZENTRALE
Transfer Date	5/29/2012; 6/4/2012; 6/5/2012; 6/6/2012; 6/12/2012; 6/13/2012; 6/14/2012; 6/26/2012; 6/28/2012; 7/2/2012; 7/3/2012; 7/4/2012; 7/5/2012; 7/11/2012; 7/12/2012; 7/13/2012; 7/17/2012; 7/19/2012; 7/20/2012
Holder of Voting Rights	Each Party undertakes that where it holds securities of the same description as any securities borrowed by it or transferred to it by way of collateral at a time when a right to vote arises in respect of such securities, it will use its best endeavours to arrange for the voting rights attached to such securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be).
Are there any restrictions on voting rights?	Yes/No
If yes, detail As stated above.	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail The Borrower is entitled at any time to	terminate a particular loan of Securities and to redeliver all and
any Equivalent Securities due and outstanding to the Le	
Does the lender have the right to recall early?	Yes/No
any Business Day of not less than the standard settlem clearing organisation through which the relevant born	of all or any Equivalent Securities at any time by giving notice on ent time for such Equivalent Securities on the exchange or in the owed Securities were originally delivered. The Borrower shall xpiry of such notice in accordance with the Lender's instructions.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Defa	nult occurs in relation to either Party, the Parties' delivery and equire performance thereof at the time such Event of Default
occurs, in such event the Relevant Value of the Se accordance with the Agreement and on the basis of	curities to be delivered by each Party shall be established in the Relevant Values so established, the sums due from one ther and only the balance of the account shall be payable.

Schedule			
Type of Agreement	Global Master Repurchase Agreement		
Parties to agreement	Morgan Stanley & Co International plc and DEKABANK DEUTSCHE GIROZENTRALE		
Transfer Date	7/20/2012; 7/25/2012; 7/26/2012; 7/27/2012; 7/30/2012; 7/31/2012; 8/1/2012; 8/2/2012; 8/3/2012; 8/7/2012; 9/12/2012; 9/14/2012; 9/17/2012; 9/19/2012; 9/20/2012		
Holder of Voting Rights	Buyer in relation to Purchased Securities and the transferee in the case of Margin Securities.		
Are there any restrictions on voting rights?	Yes/ No		
If yes, detail Buyer, in the case of Purchased Securities, and transferee, in the case of Margin Securities, shall use its best endeavours to arrange for voting rights of that kind to be exercised in relation to the relevant number of securities of that kind in accordance with the instructions of the other party provided that it holds such Securities and the other party shall have notified Buyer or transferee, as the case may be, of its instructions no later than seven Business Days prior to the date the votes are exercisable.			
Scheduled Return Date (If any)	Open		
Does the borrower have the right to return early?			
If yes, detail Either party may terminate on demand Transactions on notice of not less than the minimum period as is customarily required for the settlement or delivery of the Equivalent Securities. If Seller requests and Buyer agrees, Transaction may be varied such that Buyer transfers Securities equivalent to the Purchased Securities to the Seller in exchange for the transfer of other securities as agreed.			
	Yes/No		
If yes, detail Either party may terminate on demand Transactions on notice of not less than the minimum period as is customarily required for the settlement or delivery of the Equivalent Securities.			
Will the securities be returned on settlement?	Yes/Ne		
deliver Equivalent Securities and Equivalent Margin S	occurs with respect to either party, the Parties' obligation to ecurities will cease. The Non-defaulting party will calculate the livalent Margin Securities, set off the sums due from one party e payable.		

Schedule		
Type of Agreement	Overseas Securities Lender's Agreement	
Parties to agreement	Morgan Stanley & Co International pic and HSBC BANK PLC	
Transfer Date	6/29/2012; 7/10/2012; 7/11/2012; 7/16/2012; 7/17/2012; 7/18/2012; 7/25/2012	
Holder of Voting Rights	Each Party undertakes that where it holds securities of the same description as any securities borrowed by it or transferred to it by way of collateral at a time when a right to vote arises in respect of such securities, it will use its best endeavours to arrange for the voting rights attached to such securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be).	
Are there any restrictions on voting rights?	Yes/No	
If yes, detail As stated above.		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes/No	
If yes, detail The Borrower is entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.		
Does the lender have the right to recall early?	Yes/No	
If yes, detail The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions. Will the securities be returned on settlement? Yes/Ne		
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and		
payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established in accordance with the Agreement and on the basis of the Relevant Values so established, the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.		

Schedule		
Type of Agreement	Global Master Repurchase Agreement	
Parties to agreement	Morgan Stanley & Co International plc and ETFS FOREIGN	
	EXCHANGE LIMITED	
Transfer Date	9/19/2012 ; 9/20/2012	
Holder of Voting Rights	Buyer in relation to Purchased Securities and the transferee	
	in the case of Margin Securities.	
Are there any restrictions on voting rights?	Yes/No	
If ves. detail Buyer, in the case of Purchased Secur	ities, and transferee, in the case of Margin Securities, shall use	
its best endeavours to arrange for voting rights of that kind to be exercised in relation to the relevant number of		
securities of that kind in accordance with the instructions of the other party provided that it holds such Securities and		
the other party shall have notified Buyer or transferee, as the case may be, of its instructions no later than seven		
Business Days prior to the date the votes are exercisable.		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes/No	
If yes, detail Either party may terminate on demand Transactions on notice of not less than the minimum period as		
is customarily required for the settlement or delivery of the Equivalent Securities. If Seller requests and Buyer		
agrees, Transaction may be varied such that Buyer transfers Securities equivalent to the Purchased Securities to the		
Seller in exchange for the transfer of other securities as agreed.		
	Yes/No	
If yes, detail Either party may terminate on demand	Transactions on notice of not less than the minimum period as	
is customarily required for the settlement or delivery of the Equivalent Securities.		
Will the securities be returned on settlement?	Yes/No	
If yes, detail any exceptions If an Event of Default occurs with respect to either party, the Parties' obligation to		
deliver Equivalent Securities and Equivalent Margin Securities will cease. The Non-defaulting party will calculate the		
Default Market Value of Equivalent Securities and Equito another, and only the balance of the account shall be	livalent Margin Securities, set off the sums due from one party	

Schedule		
Type of Agreement	Australian Master Securities Lending Agreement	
Parties to agreement	Morgan Stanley Australia Securities Limited	
·	and MACQUARIE BANK LIMITED	
Transfer Date	5/21/2012 ; 5/23/2012 ; 5/25/2012 ; 5/28/2012 ;	
	5/29/2012; 5/31/2012; 6/5/2012; 6/6/2012; 6/7/2012;	
	6/8/2012 ; 6/12/2012 ; 6/13/2012 ; 6/14/2012 ;	
	6/18/2012 ; 6/19/2012 ; 6/20/2012 ; 6/21/2012 ;	
	6/22/2012 ; 6/26/2012 ; 6/27/2012 ; 6/28/2012 ;	
	7/4/2012 ; 7/5/2012 ; 8/7/2012 ; 8/15/2012 ; 9/20/2012	
Holder of Voting Rights	Borrower	
Are there any restrictions on voting rights?	Yes/No	
If yes, detail Not applicable		
Scheduled Return Date (if any)	Open	
Does the borrower have the right to return early?	Yes/ No	
If yes, detail The Borrower 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.		
Does the lender have the right to recall early?	Yes/No	
If yes, detail The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice		
on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent		
time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally		
delivered.		
Will the securities be returned on settlement?	Yes/No	
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and		
payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default		
occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established 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.		

The above schedules are based on the relevant standard agreements. The entity filing the report w/ll, 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.