

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Bellamy's Australia Limited (Company)

ACN/ARSN 124 272 108

1. Details of substantial holder

Name Company
ACN/ARSN (if applicable) See above

The holder became a substantial holder on 05/08/2014

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)
Fully paid ordinary shares	17,567,622	n/a	18.49% ¹

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
Company	Restriction on disposal of shares under voluntary escrow arrangements disclosed in the Company's replacement prospectus dated 21 July 2014 gives the Company a 'relevant interest' in the shares the subject of the escrow arrangements under section 608(1)(c) of the Corporations Act 2001 (Cth) (see Annexure A) however the Company has no right to acquire these shares or to control the voting rights attaching to these shares.	17,567,622 ordinary shares

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
Company	Buduva Pty Limited <Baskerville Superannuation Fund A/C>	Buduva Pty Limited <Baskerville Superannuation Fund A/C>	1,000,000 ordinary shares
Company	Krisami Investments Pty Ltd	Krisami Investments Pty Ltd ABN 35 092 599 150	2,500,000 ordinary shares
Company	Quality Life Pty Ltd <Bruce Neill Family A/C>	Quality Life Pty Ltd <Bruce Neill Family A/C>	8,186,278 ordinary shares
Company	Robert Thomas Wilson <RT & JA Wilson Family A/C>	Robert Thomas Wilson <RT & JA Wilson Family A/C>	1,155,397 ordinary shares
Company	Mrkat Pty Ltd <RG & LM Woolley Super Fund A/C>	Mrkat Pty Ltd <RG & LM Woolley Super Fund A/C>	1,335,739 ordinary shares

¹ Based on a total number of 95,000,392 fully paid ordinary shares on issue as at the date of this notice

Company	TFTT Pty Ltd <Tracey Family A/C>	TFTT Pty Ltd <Tracey Family A/C>	74,545 ordinary shares
Company	Kate Woolley	Kate Woolley	74,545 ordinary shares
Company	Andrew Woolley	Andrew Woolley	201,262 ordinary shares
Company	Sharon Cooke	Sharon Cooke	170,000 ordinary shares
Company	Suetone Pty Ltd <The A K Shadforth Family A/C>	Suetone Pty Ltd <The A K Shadforth Family A/C>	1,304,480 ordinary shares
Company	Vermilion 21 Pty Ltd <The McNeilhaus Superannuation Fund> Fund	Vermilion 21 Pty Ltd <The McNeilhaus Superannuation Fund> Fund	1,165,376 ordinary shares
Company	Laura Nicole McBain	Laura Nicole McBain	400,000 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:

No consideration was paid by the Company. The Company has no right to acquire the shares that are subject to the voluntary escrow arrangements.

6. Associates

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

Not applicable.

7. Addresses

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

Name	Address
Company	54 Tamar Street Launceston TAS 7250
Registered holders set out in paragraph 4	c/- 54 Tamar Street Launceston TAS 7250

Signature

print name **BRIAN REGINALD GREEN**

capacity **Company Secretary**

sign here

date **11/08/2014**

BELLAMY'S AUSTRALIA LIMITED
ACN 124 272 108
ANNEXURE A – VOLUNTARY ESCROW DEEDS

This is Annexure A of 62 pages referred to in Form 603 – Notice of initial substantial holder.



Brian Reginald Green
Company Secretary
Bellamy's Australia Limited

11 August 2014

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Andrew Woolley of c/o PO Box 104 Wynyard TAS 7325 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston Tasmania
7250 (**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;

- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

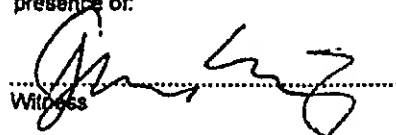
Item 1	Holder's name and address	Andrew Woolley of c/o PO Box 104 Wynyard TAS 7325
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	201,262 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

SIGNED, SEALED AND DELIVERED)
by ANDREW WOOLLEY in the)
presence of:)

Witness


.....
JULIA CARRIG
Name of witness (BLOCK LETTERS)


.....
Andrew Woolley

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Buduva Pty Ltd ACN 882 877 274 atf Baskerville Superannuation Fund of PO Box 1145,
Terrigal NSW 2260 (Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(Company)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	Buduva Pty Ltd ACN 882 877 274 atf Baskerville Superannuation Fund of PO Box 1145, Terrigal NSW 2260
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	1,000,000 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	


Execution

Executed as a deed

EXECUTED by BUDUVA PTY LTD)
ACN 882 877 274 in accordance with)
section 127 of the Corporations Act 2001)
by:

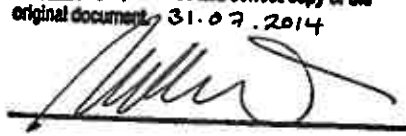

.....
Director

ELIZABETH ANNE CURETON
.....
Name (BLOCK LETTERS)


.....
Director/Secretary

GRAEME JAMES CURETON
.....
Name (BLOCK LETTERS)

JAMES WARNER GROOM
Barrister & Solicitor of Groom Kennedy Lawyers and Advisors,
Level 1, 47 Sandy Bay Road, Hobart in the State of
Tasmania, do hereby certify that this (and the following
4 pages) is a true and correct copy of the
original document. 31.07.2014



Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Kate Woolley of c/o PO Box 104 Wynyard TAS 7325 (Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston Tasmania
7250 (Company)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;

- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	Kate Woolley of c/o PO Box 104 Wynyard TAS 7325
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	74,545 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

SIGNED, SEALED AND DELIVERED)
by KATE WOOLLEY in the presence)
of:)

.....
Witness

.....
Name of witness (BLOCK LETTERS)

.....
Kate Woolley

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

INVESTMENT
Krisami Pty Ltd ACN 092 599 150 of 7 Ravenswood Court, Glen Waverley, VIC 3150
(Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(Company)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

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Wissmeyer

Item 1	Holder's name and address	Krisami Pty Ltd ACN 092 599 150 of 7 Ravenswood Court, Glen Waverley, VIC 3150
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	2,500,000 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

Kristen
KRISTEN
EXECUTED by KRISAMI PTY LTD)
ACN 092 599 150 in accordance with)
section 127 of the Corporations Act 2001)
by:

Kristen C. Lyne
.....
Director

KRISTEN LYNE
.....
Name (BLOCK LETTERS)

Lee Lyne
.....
Director/Secretary

LEE LYNE
.....
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

MRKAT Pty Ltd ACN 194 238 129 atf RG and LM Woolley Super Fund of PO Box 104,
Wynyard TAS 7325 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

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- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
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The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

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5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

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- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	MRKAT Pty Ltd ACN 194 238 129 atf RG and LM Woolley Super Fund of PO Box 104, Wynyard TAS 7325
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	1,335,739 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

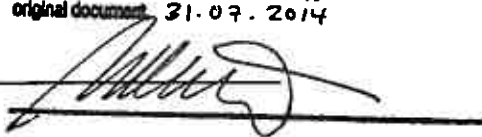
EXECUTED by MRKAT PTY LTD)
ACN 194 238 129 in accordance with)
section 127 of the Corporations Act 2001)
by:

Director

ROBERT WOOLLEY
Name (BLOCK LETTERS)

Director/Secretary

LORRAINE WOOLLEY
Name (BLOCK LETTERS)



Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Quality Life Pty Ltd ACN 511 607 498 atf Bruce Neill Family Trust, GPO Box 2126 Hobart TAS 7001 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250 (**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	Quality Life Pty Ltd ACN 511 607 498 atf Bruce Neill Family Trust, GPO Box 2126 Hobart TAS 7001
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	8,186,278 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

EXECUTED by **QUALITY LIFE PTY**)
LTD ACN 511 607 498 in accordance)
with section 127 of the *Corporations Act*)
2001 by:

.....
Director

.....
Name (BLOCK LETTERS)

Sole
Director/Secretary

.....
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

RT Wilson atf RT and JA Wilson Family Trust of 45 Eddington Road, Bagdad TAS 7030
(Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston Tasmania
7250 (Company)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.


Schedule

Item 1	Holder's name and address	RT Wilson attf RT and JA Wilson Family Trust of 45 Eddington Road, Bagdad TAS 7030
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	1,155,397 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	


Execution

Executed as a deed

SIGNED, SEALED AND DELIVERED
by ROBERT THOMAS WILSON in the
presence of


Witness

Joan A. Wilson
Name of witness (BLOCK LETTERS)


Robert Thomas Wilson

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Sharon Woolley of PO Box R37, Royal Exchange NSW 1225 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston Tasmania 7250 (**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;

- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

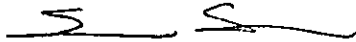
Schedule

Item 1	Holder's name and address	Sharon Woolley of PO Box R37, Royal Exchange NSW 1225
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	170,000 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

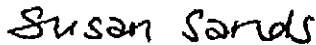
Execution

Executed as a deed

SIGNED, SEALED AND DELIVERED)
by SHARON WOOLLEY in the)
presence of:)



Witness



Name of witness (BLOCK LETTERS)

Sharon Woolley

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Suetone Pty Ltd ACN 544 661 572 atf AK Shadforth Family Trust of 20 Lambert Avenue,
Sandy Bay TAS 7005 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities,
- and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	Suetone Pty Ltd ACN 544 661 572 atf AK Shadforth Family Trust of 20 Lambert Avenue, Sandy Bay TAS 7005
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	1,304,480 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

EXECUTED by SUETONE PTY LTD)
ACN 544 661 572 in accordance with)
section 127 of the Corporations Act 2001)
by:

.....
Director

.....
ANTHONY SHADFORTH
Name (BLOCK LETTERS)

.....
Director/Secretary

.....
SUSAN SHADFORTH
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 24 June 2014

JAMES WARNER GROOM
Barrister & Solicitor of Groom Kennedy Lawyers and Advisers
Level 1, 47 Sandy Bay Road, Hobart in the State of
Tasmania, do hereby certify that this (and the following
4 pages) is a true and correct copy of the
original document. 31.07.2014

Parties

TFTT Pty Ltd ACN 086 146 352 atf Tracey Family Trust of 80 Walpole Street, Kew VIC 3101
(Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(Company)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	TFTT Pty Ltd ACN 086 146 352 atf Tracey Family Trust of 80 Walpole Street, Kew VIC 3101
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	74,545 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

EXECUTED by TFFT PTY LTD ACN)
086 146 352 in accordance with)
section 127 of the *Corporations Act 2001*)
by:

.....
Director

.....
Director/Secretary

ANDREW TRACY
.....
Name (BLOCK LETTERS)

.....
Name (BLOCK LETTERS)


24/4/14

Execution

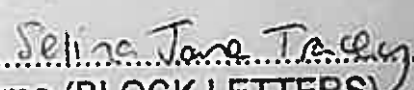
Executed as a deed

EXECUTED by **TFTT PTY LTD ACN**)
086 146 352 in accordance with)
section 127 of the *Corporations Act 2001*)
by:

.....
Director


.....
Director/Secretary

.....
Name (BLOCK LETTERS)


.....
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Vermilion 21 Pty Ltd ACN 581 355 109 aff McNelhaus Superannuation Fund of PO Box 422,
Launceston TAS 7250 (**Holder**)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250
(**Company**)

Background

On the basis that the Company will take the steps necessary steps to be admitted to the official list of the ASX, and that the Company enters into an underwriting agreement with Wilson HTM Corporate Finance Ltd (or a related party), the Holder has agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities,and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that if item 4 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

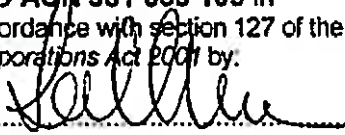
Schedule

Item 1	Holder's name and address	Vermilion 21 Pty Ltd ACN 581 355 109 atf McNelhaus Superannuation Fund of PO Box 422, Launceston TAS 7250
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	1,565,376 Shares (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company)
Item 4	Security interests (if applicable)	

Execution

Executed as a deed

EXECUTED by VERMILION 21 PTY)
LTD ACN 581 355 109 in)
accordance with section 127 of the)
Corporations Act 2001 by:


.....
Director

LAURA MCBAIN
.....
Name (BLOCK LETTERS)


.....
Director/Secretary

Laura McBain
.....
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 5 August 2014

Parties

Laura Nicole McBain of 9 Frankland Street Launceston TAS 7250 (Holder)

in favour of

Bellamy's Australia Limited ACN 124 272 108 of 54 Tamar Street Launceston TAS 7250 (Company)

Background

- A On or about 24 June 2014, Vermilion 21 Pty Ltd as trustee for The McNeilhaus Superannuation Fund (**Vermilion**) entered into an agreement with the Company in respect of 1,565,376 fully paid ordinary shares in the Company (**Shares**) (**Original Deed**).
- B Pursuant to the Original Deed, the Company agrees to the transfer of 400,000 Shares (**Restricted Securities**) from Vermilion to the Holder and the Holder agrees to the transfer of the Restricted Securities from Vermilion to the Holder on the terms set out in this Deed.
-

Operative Part

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Act means the *Corporations Act 2001* (Cth).

ASX means the Australian Securities Exchange ACN 000 943 377.

Escrow Period means the period set out in Item 2 of the Schedule.

Restricted Securities means the securities set out in Item 2 of the Schedule less any securities in respect of which a waiver under clause 6.2 is given that are subject to the Escrow Period.

Share means an ordinary share in the capital of the Company.

1.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of the ASX, and not in this deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

JAMES WARNER GROOM
Barrister & Solicitor of Groom Kennedy Lawyers and Advisors,
Level 1, 47 Sandy Bay Road, Hobart in the State of
Tasmania, do hereby certify that this (and the following
4 pages) is a true and correct copy of the
original document.



2 Escrow Restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Perfecting the Restrictions

The Holder agrees:

- (a) that during the Escrow Period:
 - (i) the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) a holding lock will be applied to the Restricted Securities, and
- (b) to comply with the Company's share trading policy.

3 Exceptions to Escrow

3.1 Takeover Bids

The Holder may accept a takeover bid as defined in the Act.

3.2 Scheme of Arrangement

The Holder's Restricted Securities may be transferred or cancelled with a merger by way of a scheme of arrangement under Part 5.1 of the Act, subject to the Holder's agreement that the holding lock will be reapplied if the merger does not take effect.

3.3 Related Party Transfer

The Holder may effect a transfer to a Related Party as that term is defined in the Act, provided that any such Related Party agrees to similar restrictions as in this deed.

4 Warranty

The Holder warrants that before the Escrow Period begins, the holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.

5 Consequences of a Breach

- (a) If the Company considers, in its reasonable opinion, that the Holder has or may breach this deed, the Company may take the steps necessary to prevent the breach or enforce this deed.
- (b) If the Holder breaches this deed, then:

- (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach; and
- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies.

6 General

6.1 Amendment

This deed may not be changed or altered without the written consent of the parties.

6.2 Waiver

The Company may waive at any time the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities;
- as the Company determines by written notice to the Holder.

6.3 Jurisdiction

The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule

Item 1	Holder's name and address	Laura Nicole McBain 9 Frankland Street Launceston TAS 7250
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 June 2015 have been released to the ASX.
Item 3	Particulars of Restricted Securities	400,000 Shares

Execution

Executed as a deed

EXECUTED by BELLAMY'S
AUSTRALIA LIMITED ACN 124 272
108 in accordance with section 127 of
the Corporations Act 2001 by

Director

R. G. Woolley
Name (BLOCK LETTERS)

Director/Secretary

Brian Green
BRIAN GREEN

Name (BLOCK LETTERS)

SIGNED, SEALED AND DELIVERED
by LAURA NICOLE MCBAIN in the
presence of

Witness

Wendy Kerrison
Name of witness (BLOCK LETTERS)

Laura McBain
[Insert Name] LAURA MCBAIN