

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Bellamy's Australia Limited

ACN/ARSN 124 272 108

1. Details of substantial holder (1)

Name Bellamy's Australia Limited

ACN/ARSN (if applicable) 124 272 108

The holder ceased to be a
substantial holder on 05/09/2015
The previous notice was given to the company on 11/08/2014
The previous notice was dated 11/08/2014

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 change (4)	Consideration given in relation	Class (6) and number of securities affected	Person's votes affected
05/09/2015	Bellamy's Australia Limited	Release of shares under voluntary escrow arrangements resulting in Bellamy's Australia Ltd no longer having a technical 'relevant interest' in these shares under section 608(1)(c) of the Corporations Act 2001(Cth) – see Annexure A	Nil	17,567,622	17,567,622

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
N/A	N/A

4. Addresses

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

Name	Address
Bellamy's Australia Limited	54 Tamar Street, Launceston TAS 7250

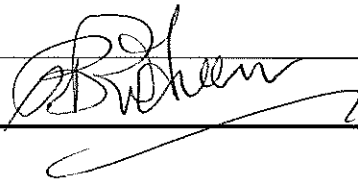
Signature

print name Brian Green

capacity Company Secretary


sign here

date 07/09/2015



ANNEXURE "A"

This is Annexure "A" of 62 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 7 September 2015.

A handwritten signature in black ink, appearing to read 'Brian Green', written over a dotted line.

Signed: Brian Green

Company Secretary

Bellamy's Australia Limited

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)	

)

[REDACTED]

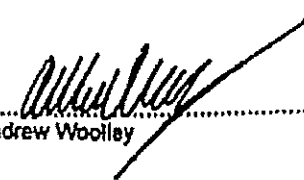
Execution

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

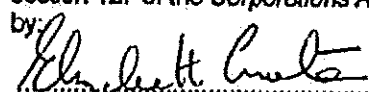
The laws of Tasmania apply to this deed and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Tasmania.

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)	

EXECUTED by BUDUVA PTY LTD
ACN 882 877 274 in accordance with
section 127 of the *Corporations Act 200*

by:


.....
Director


.....
Director/Secretary

JAMES WARNER GROOM
Barister & Solicitor of Groom Kennedy Lawyers and Advisors,
Level 1, 47 Sandy Bay Road, Hobart in th 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 2016 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
Krisam 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

K

Krisami Pty

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

W/25/17/2017
EXECUTED by KRISAMITY LTD)
ACN 092 599 150 in accordance with)
section 127 of the Corporations Act 2001)
by:

Andrew C. Wignall
.....
Director

KRISTEN WIGNALL
.....
Name (BLOCK LETTERS)

Ken Wignall
.....
Director/Secretary

Ken Wignall
.....
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.

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	MRKAT Pty Ltd ACN 194 238 129 att 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.

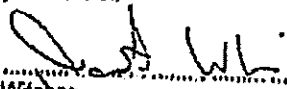
Schedule

Item 1	Holder's name and address	RT Wilson atf 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.

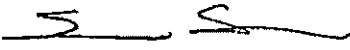
Schedule


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)	

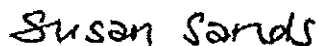
Execution

Executed as a deed

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


.....
Witness


.....
Sharon Woolley


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

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

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 at 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

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

24/4/14

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

.....
Name (BLOCK LETTERS)

.....
Director/Secretary

.....
Seline Jane Tracey
Name (BLOCK LETTERS)

Voluntary Escrow Deed Poll dated 24 June 2014

Parties

Vermillion 21 Pty Ltd ACN 581 355 109 atf McNeilhaus 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

.....
Name (BLOCK LETTERS)

.....
Director/Secretary

.....
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

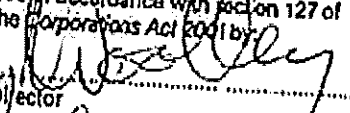
Item 1	Holder's name and address	Laura Nicole McBain 9 Frankland Street Launceston TAS 7250
Item 2	Escrow Period	the period commencing from the date of quotation of the Company's Shares on the ASX and ending on the date three days after the audited Company accounts for the financial year ended on 30 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

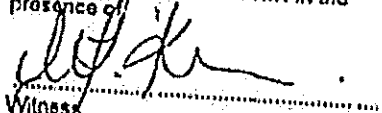

R. G. Woolley
Name (BLOCK LETTERS)


Director/Secretary


BRIAN GREEN
Name (BLOCK LETTERS)

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

Witness


Wendy Kerrison
Name of witness (BLOCK LETTERS)


[Insert Name] LAURA MCBAIN