

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme BABY BUNTING GROUP LIMITED

ACN/ARSN 128 533 693

1. Details of substantial holder (1)

Name Morgan Stanley and its subsidiaries listed in Annexure A

ACN/ARSN (if applicable) Not Applicable

The holder ceased to be a
substantial holder on

August 22, 2016

The previous notice was given to the company on

August 19, 2016

The previous notice was dated

August 17, 2016

The holder became aware on

August 24, 2016

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 (6)	Consideration given in relation to change (7)	Class and number of Securities affected	Person's votes affected
8/18/2016	Morgan Stanley Australia Securities Limited	Sell	1,944.88	-644 Ordinary Shares	-644
8/18/2016	Morgan Stanley Australia Securities Limited	Sell	395.62	-131 Ordinary Shares	-131
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	11,466.00	3,822 Ordinary Shares	3,822
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	16,612.19	5,519 Ordinary Shares	5,519
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	2,396.73	791 Ordinary Shares	791
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	5,206.48	1,724 Ordinary Shares	1,724
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	1,144.58	379 Ordinary Shares	379
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	3,384.68	1,132 Ordinary Shares	1,132
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	4,888.65	1,635 Ordinary Shares	1,635
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	1,129.42	379 Ordinary Shares	379
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	582.00	194 Ordinary Shares	194
8/18/2016	Morgan Stanley Australia Securities Limited	Buy	9,698.22	3,222 Ordinary Shares	3,222
8/18/2016	Morgan Stanley & Co. International plc	Borrow	N/A	7,388 Ordinary Shares	7,388
8/18/2016	Morgan Stanley & Co. International plc	Collateral Returned	N/A	-7,388 Ordinary Shares	-7,388
8/19/2016	Morgan Stanley Australia Securities Limited	Sell	2,816.58	-942 Ordinary Shares	-942
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,576.42	529 Ordinary Shares	529
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,204.32	386 Ordinary Shares	386
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,581.71	529 Ordinary Shares	529

8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,225.34	394 Ordinary Shares	394
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	6,408.00	2,136 Ordinary Shares	2,136
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,162.70	385 Ordinary Shares	385
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	5,352.00	1,784 Ordinary Shares	1,784
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	5,093.50	1,670 Ordinary Shares	1,670
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	734.40	240 Ordinary Shares	240
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,190.70	378 Ordinary Shares	378
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,228.08	408 Ordinary Shares	408
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,267.91	413 Ordinary Shares	413
8/19/2016	Morgan Stanley Australia Securities Limited	Buy	1,196.34	381 Ordinary Shares	381
8/19/2016	Morgan Stanley & Co. International plc	Borrow Returned	N/A	-30,705 Ordinary Shares	-30,705
8/19/2016	Morgan Stanley & Co. International plc	Collateral Returned	N/A	-186,121 Ordinary Shares	-186,121
8/19/2016	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	5,500.44	1,852 Ordinary Shares	1,852
8/22/2016	Morgan Stanley Australia Securities Limited	Sell	2,364.00	-788 Ordinary Shares	-788
8/22/2016	Morgan Stanley Australia Securities Limited	Sell	710.40	-240 Ordinary Shares	-240
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	6,666.51	2,103 Ordinary Shares	2,103
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	18,813.95	5,935 Ordinary Shares	5,935
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	9,805.95	3,113 Ordinary Shares	3,113
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	935.15	295 Ordinary Shares	295
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	7,618.42	2,434 Ordinary Shares	2,434
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	15,984.91	5,107 Ordinary Shares	5,107
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	3,202.80	1,020 Ordinary Shares	1,020
8/22/2016	Morgan Stanley Australia Securities Limited	Buy	305.28	96 Ordinary Shares	96
8/22/2016	Morgan Stanley & Co. International plc	Borrow	N/A	24,528 Ordinary Shares	24,528
8/22/2016	Morgan Stanley Australia Securities Limited	Cease to have relevant interest due to settlement of Block Trade	63,804,999.60	-22,001,724 Ordinary Shares	-22,001,724

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	Not applicable

4. Addresses

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

Name	Address
Morgan Stanley	1585 Broadway, New York 10036, USA

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

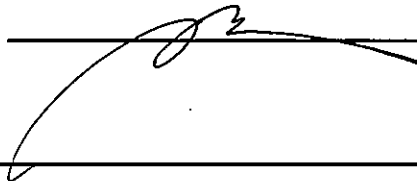
Signature

print name Annie Gong

capacity Executive Director

sign here

date August 24, 2016



Annexure A

List of Morgan Stanley and its subsidiaries that have a relevant interest or deemed to have a relevant interest in the shares or units.

Name	
└─	Morgan Stanley
└─	└─ Morgan Stanley Capital Management, LLC
└─	└─ Morgan Stanley Domestic Holdings, Inc.
└─	└─ Morgan Stanley & Co. LLC
└─	└─ MORGAN STANLEY SMITH BARNEY HOLDINGS LLC
└─	└─ Morgan Stanley Wealth Management Australia Pty Ltd
└─	Morgan Stanley International Holdings Inc.
└─	└─ Morgan Stanley International Limited
└─	└─ Morgan Stanley UK Group
└─	└─ Morgan Stanley Investments (UK)
└─	└─ Morgan Stanley & Co. International plc
└─	Morgan Stanley International Incorporated
└─	└─ Morgan Stanley (Australia) Securities Holdings Pty Limited
└─	└─ Morgan Stanley Australia Securities Limited

Signature

print name Annie Gong

capacity Executive Director

sign here

date August 24, 2016

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

GUIDE

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

Signature

This form must be signed by either a director or a secretary of the substantial holder.

Lodging period

Nil

Lodging Fee

Nil

Other forms to be completed

Nil

Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
 - (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
 - 2 show the corporation name and ACN or ARBN
 - 3 number the pages consecutively
 - 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
 - 5 identify the annexure with a mark such as A, B, C, etc
 - 6 endorse the annexure with the words:
This is annexure (mark) of (number) pages referred to in form (form number and title)
 - 7 sign and date the annexure.
- The annexure must be signed by the same person(s) who signed the form.

Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.

Annexure B

This is Annexure B referred to in the Form 605: Notice of ceasing to be a substantial holder issued by Morgan Stanley and its subsidiaries. The following is description of the securities lending agreements referenced in the accompanying Form 605.

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and PANAGORA ASSET MANAGEMENT, INC.
Transfer Date	20160817; 20160818;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	Morgan Stanley may return rehypothecated shares at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The customer may recall shares from Morgan Stanley at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and CITIBANK NA
Transfer Date	20160822;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and CREATION FUND LIMITED
Transfer Date	20160805; 20160809;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and AMUNDI ABSOLUTE RETURN MACQUARIE ASIAN ALPHA MASTER FUND
Transfer Date	20160804; 20160809;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

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

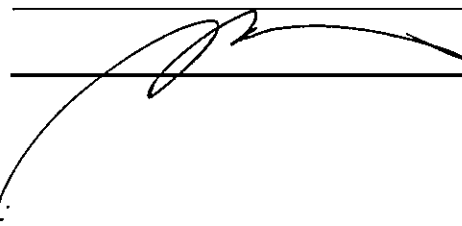
Signature

print name Annie Gong

capacity

Executive Director

sign here



date

August 24, 2016