### **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

JPMorgan Chase & Co. and its affiliates

ACN (if applicable)

<u>NA</u>

The holder ceased to be a

Substantial holder on

25/October/2018

The previous notice was given to the company on 8/October/2018

The previous notice was dated

4/October/2018

### 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
See Appendix	J.P. Morgan Securities LLC	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	122,071 (ordinary)	122,071 (ordinary)
See Appendix	J.P. Morgan Securities PLC	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	492,891 (ordinary)	492,891 (ordinary)
See Appendix	J.P. Morgan Securities PLC	Purchase and sales of shares in its capacity as Principal/Proprietary	See Appendix	196 (ordinary)	196 (ordinary)
See Appendix	J.P. Morgan Securities Australia Limited	Purchase and sales of shares in its capacity as Principal/Proprietary	See Appendix	575,259 (ordinary)	575,259 (ordinary)

#### 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 (if applicable)	Nature of association
J.P. Morgan Securities LLC	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities PLC	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities Australia Limited	Subsidiary of JPMorgan Chase & Co.

#### 4. Addresses

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

Name	Address
JPMorgan Chase & Co.	270 Park Avenue, New York 10017, United States
J.P. MORGAN SECURITIES LLC	383 Madison Ave., New York, New York, NY, 10179, United States
J.P. MORGAN SECURITIES PLC	25 Bank Street, Canary Wharf, London, E14 5JP, London, E14 5JP, England
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Level 18, 83-85 Castlereagh Street, Sydney, Ns, NSW 2000
JPMORGAN CHASE BANK, N.A.	1111 Polaris Parkway, Columbus, OH21, OH, 43240, United States

### Signature

Print name	James Goodfellow	Capacity	JPMorgan Chase Bank, N.A.
Sign here	fadelor	Date	29/October/2018

#### **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 Law.
- (3) See the definition of "associate" in section 9 of the Corporations Law.
- (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 Law.

- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included 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) Given details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

BELLAMY'S AUSTRALIA LIMITED	D - AU000000BAL8														Appendix
Transaction da	John Fatitu	Type of transaction	Fauity (ADD	Carr	Delas	Quantity	Consideration	Total Positions	Issued share capital	% Owned	Propi	rietary JPMSPLC	JPMSAL	JPMCBNA	Total
	date Entity e as of 4 October 2018	Type or transaction	Equity/ADR	Ссу	Price	Quantity	Consideration	6,557,593	113,368,297	5.78%	1,443,700	4,485,556	628,333	JPMCBNA 4	6,557,593
5-Oct-18	JPMSPLC	Borrow Purchase	Equity		9 44	44,790		6,602,383	113,368,297	5.82%	-	44,790	-	-	44,790
5-Oct-18 5-Oct-18	JPMSAL JPMSAL	Purchase	Equity Equity	AUD AUD	9.44	1,161		6,602,437 6,603,598	113,368,297 113,368,297	5.82% 5.82%	-	-	54 1,161		1,161
5-Oct-18	JPMSAL	Purchase	Equity	AUD	9.42	1,121	\$ 10,558.39	6,604,719	113,368,297	5.83%	-	-	1,121	-	1,121
5-Oct-18 5-Oct-18	JPMSAL IPMSAI	Purchase Purchase	Equity Equity	AUD	9.36 9.35	131 3,242		6,604,850 6,608,092	113,368,297 113,368,297	5.83% 5.83%	-	-	131 3,242	-	131 3,242
5-Oct-18		Purchase	Equity	AUD	9.35	1	\$ 9.35	6,608,093	113,368,297	5.83%	-	-	1	-	1
5-Oct-18 5-Oct-18	JPMSAL IPMSAI	Sale Sale	Equity Equity	AUD	9.43 9.35	(6,412)		6,601,681	113,368,297 113,368,297	5.82% 5.69%	-	-	(6,412)		(6,412) (147,291)
5-Oct-18	JPMSAL	Sale	Equity	AUD	9.35	(1)		6,454,389	113,368,297	5.69%	-	-	(1)	-	(1)
5-Oct-18 5-Oct-18	JPMSPLC JPMSPLC	Borrow - Return Borrow - Return	Equity Equity			(500,000) (20,000)		5,954,389 5,934,389	113,368,297 113,368,297	5.25% 5.23%	-	(500,000) (20,000)	-		(500,000) (20,000)
5-Oct-18	JPMSPLC	Borrow - Return	Equity			(10,000)	\$ -	5,924,389	113,368,297	5.23%	-	(10,000)	-	-	(10,000)
5-Oct-18 5-Oct-18	JPMSPLC IPMSPLC	Borrow - Return Borrow - Return	Equity Equity			(11,000)		5,913,389 5,898,950	113,368,297 113,368,297	5.22% 5.20%	-	(11,000)	-		(11,000) (14,439)
5-Oct-18	JPMSPLC	Borrow - Return	Equity			(14,287)	\$ -	5,884,663	113,368,297	5.19%	-	(14,287)	-	-	(14,287)
8-Oct-18 8-Oct-18	JPMSAL JPMSAL	Purchase Purchase	Equity Equity	AUD AUD	9.23 9.17	73 82		5,884,736 5.884,818	113,368,297 113,368,297	5.19% 5.19%	-	-	73 82		73 82
8-Oct-18	JPMSAL	Purchase	Equity	AUD	8.96	1,350	\$ 12,096.00	5,886,168	113,368,297	5.19%	-	-	1,350	-	1,350
8-Oct-18 8-Oct-18	JPMSAL JPMSAL	Purchase Sale	Equity Equity	AUD AUD	8.96 9.16	8,728 (110)		5,894,896 5.894,786	113,368,297 113,368,297	5.20% 5.20%	-	-	8,728 (110)	-	8,728 (110)
8-Oct-18	JPMSAL	Sale	Equity	AUD	9.07	(1,650)	\$ 14,969.33	5,893,136	113,368,297	5.20%	-	-	(1,650)	-	(1,650)
8-Oct-18 8-Oct-18	JPMSAL IPMSAI	Sale Sale	Equity Equity	AUD	8.96 9.08	(82)	\$ 734.72 \$ 199.76	5,893,054 5.893,032	113,368,297 113,368,297	5.20% 5.20%	-	-	(82) (22)	-	(82) (22)
8-Oct-18	JPMSAL	Sale	Equity	AUD	8.96	(8,728)	\$ 78,202.88	5,884,304	113,368,297	5.19%	-	-	(8,728)	-	(8,728)
9-Oct-18 9-Oct-18	JPMSAL JPMSAL	Purchase Sale	Equity Equity	AUD AUD	8.40 8.96	755 (399,785)		5,885,059 5,485,274	113,368,297 113,368,297	5.19% 4.84%	-	-	755 (399,785)	-	755 (399,785)
9-Oct-18	JPMSAL	Sale	Equity	AUD	8.79	(469)	\$ 4,123.14	5,484,805	113,368,297	4.84%			(469)		(469)
9-Oct-18 9-Oct-18	JPMSAL JPMSAL	Sale Sale	Equity Equity	AUD AUD	8.61 8.47	(3,671) (248)		5,481,134 5,480,886	113,368,297 113,368,297	4.83% 4.83%	-	-	(3,671) (248)	-	(3,671) (248)
9-0ct-18 10-0ct-18		Purchase	Equity	AUD	8.15	3,060	\$ 24,939.00	5,483,946	113,368,297	4.84%		-	3,060		3,060
10-Oct-18		Purchase	Equity	AUD	8.15	82		5,484,028	113,368,297	4.84%	-	-	82		82
10-Oct-18 10-Oct-18		Sale Sale	Equity Equity	AUD	8.28 8.15	(2,274)		5,481,754 5,480,245	113,368,297 113,368,297	4.84%	-	-	(2,274)	-	(2,274)
10-Oct-18	JPMSAL	Sale	Equity	AUD	8.30	(248)	\$ 2,057.73	5,479,997	113,368,297	4.83%	-	-	(248)	-	(248)
10-Oct-18 10-Oct-18		Sale Sale	Equity Equity	AUD AUD	8.15 8.15	(2,026)		5,477,971 5,474,607	113,368,297 113,368,297	4.83% 4.83%	-	-	(2,026)		(2,026) (3,364)
10-Oct-18		Sale	Equity	AUD	8.15	(3,060)	\$ 24,939.00	5,471,547	113,368,297	4.83%	-	-	(3,060)	-	(3,060)
11-Oct-18 11-Oct-18		Purchase Purchase	Equity Equity	AUD AUD	7.93 7.77	1,857 1,288		5,473,404 5,474,692	113,368,297 113,368,297	4.83% 4.83%	-	-	1,857 1,288		1,857 1,288
11-Oct-18	JPMSAL	Purchase	Equity	AUD	7.69	79	\$ 607.51	5,474,771	113,368,297	4.83%	-	-	79	-	79
11-Oct-18 11-Oct-18		Purchase Purchase	Equity Equity	AUD AUD	7.69	389 1.761		5,475,160 5,476,921	113,368,297 113,368,297	4.83% 4.83%	-	-	389 1,761		389 1,761
11-Oct-18	JPMSAL	Sale	Equity	AUD	7.79	(307)	\$ 2,392.30	5,476,614	113,368,297	4.83%	-	-	(307)	-	(307)
11-Oct-18 11-Oct-18		Sale Sale	Equity Equity	AUD	7.78 7.73	(1,694)		5,474,920 5,474,793	113,368,297 113,368,297	4.83% 4.83%	-	-	(1,694)	-	(1,694) (127)
11-Oct-18	JPMSAL	Sale	Equity	AUD	7.69	(1,761)	\$ 13,542.09	5,473,032	113,368,297	4.83%	-	-	(1,761)		(1,761)
11-Oct-18 12-Oct-18		Borrow Purchase	Equity Equity	AUD	8.16	32,045 405		5,505,077 5,505,482	113,368,297 113,368,297	4.86% 4.86%	-	32,045	405		32,045 405
12-Oct-18	JPMSAL	Purchase	Equity	AUD	8.09	177	\$ 1,432.71	5,505,659	113,368,297	4.86%	-	-	177	-	177
12-Oct-18 12-Oct-18		Sale Sale	Equity Equity	AUD	7.88 8.15	(7)	\$ 55.16 \$ 268.95	5,505,652 5,505,619	113,368,297 113,368,297	4.86%	-	-	(7)		(33)
12-Oct-18	JPMSAL	Sale	Equity	AUD	7.99	(195)	\$ 1,558.80	5,505,424	113,368,297	4.86%	-	-	(195)	-	(195)
12-Oct-18 12-Oct-18		Sale Sale	Equity Equity	AUD AUD	8.05 7.95	(4,317)	,	5,501,107 5,501,078	113,368,297 113,368,297	4.85% 4.85%	-	-	(4,317)		(4,317) (29)
12-Oct-18	JPMSAL	Sale	Equity	AUD	8.16	(29)	\$ 57.09	5,501,071	113,368,297	4.85%	-	-	(29)	-	(7)
12-Oct-18 12-Oct-18		Sale Sale	Equity Equity	AUD AUD	8.03 8.09	(134)		5,500,937 5,497,626	113,368,297 113,368,297	4.85% 4.85%	-	-	(134)	-	(134)
12-Oct-18	JPMSAL	Sale	Equity	AUD	8.04	(92)	\$ 739.22	5,497,534	113,368,297	4.85%		-	(92)		(92)
12-Oct-18 15-Oct-18		Sale Purchase	Equity Equity	AUD	8.10 8.03	(177)		5,497,357 5,497,361	113,368,297 113,368,297	4.85% 4.85%	-	-	(177)	-	(177)
15-Oct-18	JPMSAL	Purchase	Equity	AUD	8.03	252	\$ 2,023.04	5,497,613	113,368,297	4.85%			252		252
15-Oct-18 15-Oct-18	JPMSAL IPMSAI	Purchase Purchase	Equity	AUD	8.03	33 3,113	\$ 264.99	5,497,646 5,500,759	113,368,297 113,368,297	4.85% 4.85%	-	-	33 3.113	-	33 3,113
15-Oct-18	JPMSAL	Sale	Equity Equity	AUD AUD	8.00 8.08	(6,511)	\$ 52,636.93	5,494,248	113,368,297	4.85%			(6,511)		(6,511)
15-Oct-18 15-Oct-18	JPMSAL JPMSAL	Sale Sale	Equity Equity	AUD AUD	8.13 8.04	(523) (49)	\$ 4,249.92 \$ 393.87	5,493,725 5,493,676	113,368,297 113,368,297	4.85% 4.85%	-	-	(523) (49)	-	(523) (49)
15-Oct-18 15-Oct-18		Sale	Equity	AUD	8.04	(3,113)	\$ 393.87	5,490,563	113,368,297	4.85%			(3,113)		(3,113)
15-Oct-18 15-Oct-18		Borrow - Return	Equity			(32,045) 32,045		5,458,518 5,490,563	113,368,297 113,368,297	4.81% 4.84%	-	(32,045)	-		(32,045)
16-Oct-18	JPMSAL	Borrow Purchase	Equity Equity	AUD	8.00	2,221	\$ 17,768.00	5,492,784	113,368,297	4.85%		32,045	2,221		32,045 2,221
16-Oct-18 16-Oct-18	JPMSPLC	Purchase	Equity	AUD AUD	8.16 8.12	255 (40)	\$ 2,080.80	5,493,039 5,492,999	113,368,297 113,368,297	4.85% 4.85%	-	255	(40)	-	255 (40)
16-Oct-18 16-Oct-18		Sale Sale	Equity Equity	AUD	8.12 8.11	(130)		5,492,999	113,368,297	4.85%	-	-	(130)	<u>:</u>	(130)
16-Oct-18		Sale	Equity	AUD	8.06	(22)	\$ 177.32	5,492,847	113,368,297	4.85%	-	-	(22)	-	(22)
16-Oct-18 16-Oct-18	JPMSAL JPMSAL	Sale Sale	Equity Equity	AUD AUD	8.08 8.06	(5,041) (1,721)		5,487,806 5,486,085	113,368,297 113,368,297	4.84% 4.84%	-	-	(5,041) (1,721)	-	(5,041) (1,721)
17-Oct-18	JPMSAL	Purchase	Equity	AUD	9.23	570	\$ 5,258.37	5,486,655	113,368,297	4.84%	-	-	570	-	570
17-Oct-18 17-Oct-18		Purchase Purchase	Equity Equity	AUD AUD	9.25 9.18	759 364		5,487,414 5,487,778	113,368,297 113,368,297	4.84% 4.84%	-	-	759 364	-	759 364
17-Oct-18	JPMSAL	Purchase	Equity	AUD	9.18	9,096	\$ 83,501.28	5,496,874	113,368,297	4.85%	-	-	9,096	-	9,096
17-Oct-18 17-Oct-18		Sale Sale	Equity Equity	AUD AUD	8.47 8.69	(2.534)		5,496,833 5,494,299	113,368,297 113,368,297	4.85% 4.85%	-	-	(2.534)	-	(41)
17-Oct-18	JPMSAL	Sale	Equity	AUD	9.18	(4,975)	\$ 45,670.50	5,489,324	113,368,297	4.84%	-	-	(4,975)	- :	(4,975)
18-Oct-18 18-Oct-18	JPMSAL IPMSAI	Purchase Purchase	Equity Faulty	AUD	9.18 8.54	734 1.469		5,490,058 5,491,527	113,368,297 113,368,297	4.84%	-	-	734 1.469	-	734 1.469
18-Oct-18	JPMSAL	Purchase	Equity	AUD	8.54	1,469	\$ 12,544.48	5,491,527	113,368,297	4.84%	-	-	1,469	-	1,469

BELLAMY'S AUSTRALIA LIMITED - AU000000BAL8															Appendix
											Propr	ietary			Appendix
Transaction date	Entity	Type of transaction	Equity/ADR	Ссу	Price	Quantity	Consideration	Total Positions	Issued share capital	% Owned	JPMSLLC	JPMSPLC	JPMSAL	JPMCBNA	Total
18-Oct-18	JPMSAL	Purchase	Equity	AUD	8.49	4,052	\$ 34,401.48	5,495,579	113,368,297	4.85%	-		4,052		4,052
18-Oct-18	JPMSAL	Sale	Equity	AUD	8.85	(41)	\$ 362.85	5,495,538	113,368,297	4.85%	-		(41)	-	(41)
18-Oct-18	JPMSAL	Sale	Equity	AUD	8.56	(2,502)		5,493,036	113,368,297	4.85%	-	-	(2,502)	-	(2,502)
18-Oct-18	JPMSAL	Sale	Equity	AUD	8.48	(97)		5,492,939	113,368,297	4.85%	-	-	(97)		(97)
19-Oct-18	JPMSAL	Purchase	Equity	AUD	8.16	132		5,493,071	113,368,297	4.85%	-	-	132	-	132
19-Oct-18	JPMSAL	Purchase	Equity	AUD	8.15	121		5,493,192	113,368,297	4.85%	-	-	121		121
19-Oct-18 19-Oct-18	JPMSAL JPMSAI	Purchase Purchase	Equity	AUD	8.15 8.19	284		5,493,476 5,495,772	113,368,297 113,368,297	4.85% 4.85%	-	-	284 2,296	-	284 2,296
19-Oct-18	JPMSAL	Purchase	Equity Equity	AUD	8.19	4.207		5,495,772	113,368,297	4.85%	-	-	4,207		4.207
19-Oct-18	JPMSAL	Purchase	Equity	AUD	8.22	1.840		5,501,819	113,368,297	4.85%			1,840		1,840
19-Oct-18	JPMSAL	Sale	Equity	AUD	8.26	(23)		5,501,796	113,368,297	4.85%			(23)		(23)
19-Oct-18	JPMSAL	Sale	Equity	AUD	8.20	(598)		5,501,198	113.368.297	4.85%			(598)		(598)
19-Oct-18	JPMSAL	Sale	Equity	AUD	8.11	(228)		5,500,970	113,368,297	4.85%	-		(228)		(228)
19-Oct-18	JPMSAL	Sale	Equity	AUD	8.22	(10,936)	\$ 89.893.92	5,490,034	113.368.297	4.84%	-		(10.936)	-	(10,936)
19-Oct-18	JPMSAL	Sale	Equity	AUD	8.22	(3,979)	\$ 32,707.38	5,486,055	113,368,297	4.84%	-	-	(3,979)	-	(3,979)
22-Oct-18	JPMSAL	Purchase	Equity	AUD	8.13	82		5,486,137	113,368,297	4.84%	-	-	82		82
22-Oct-18	JPMSAL	Purchase	Equity	AUD	8.09	388		5,486,525	113,368,297	4.84%		-	388		388
22-Oct-18	JPMSAL	Sale	Equity	AUD	8.17	(124)		5,486,401	113,368,297	4.84%	-	-	(124)		(124)
22-Oct-18	JPMSPLC	Sale	Equity	AUD	8.11	(59)		5,486,342	113,368,297	4.84%	-	(59)	-		(59)
22-Oct-18	JPMSAL	Sale	Equity	AUD	8.14	(50)		5,486,292	113,368,297	4.84%	-	-	(50)	-	(50)
23-Oct-18	JPMSAL	Purchase	Equity	AUD	8.49	240		5,486,532	113,368,297	4.84%			240		240
23-Oct-18	JPMSAL	Purchase	Equity	AUD	8.49	3		5,486,535	113,368,297	4.84%	-	-	3		3
23-Oct-18	JPMSAL	Purchase	Equity	AUD	8.45	2,108		5,488,643	113,368,297	4.84%	-	-	2,108		2,108
23-Oct-18	JPMSAL	Purchase	Equity	AUD	8.48	770		5,489,413	113,368,297	4.84%	-	-	770		770
23-Oct-18	JPMSAL	Sale	Equity	AUD	8.34	(317)		5,489,096	113,368,297	4.84%	-	-	(317)		(317)
23-Oct-18	JPMSAL	Sale	Equity	AUD	8.49	(81)		5,489,015	113,368,297	4.84%	-		(81)	-	(81)
23-Oct-18	JPMSAL	Sale	Equity	AUD	8.47	(258)	\$ 2,185.26	5,488,757	113,368,297	4.84%	-	-	(258)		(258)
23-Oct-18	JPMSAL	Sale	Equity	AUD	8.49	(512)		5,488,245	113,368,297	4.84%	-	-	(512)		(512)
24-Oct-18	JPMSAL	Purchase	Equity	AUD	7.83	65		5,488,310	113,368,297	4.84%	-		65		65
24-Oct-18	JPMSAL	Purchase	Equity	AUD	7.84	13		5,488,323	113,368,297	4.84%	-		13	-	13
24-Oct-18	JPMSAL	Purchase	Equity	AUD	7.90 7.87	795		5,489,118	113,368,297	4.84%	-		795	-	795
24-Oct-18	JPMSAL	Purchase	Equity			2,345		5,491,463	113,368,297	4.84%	-		2,345	-	2,345
24-Oct-18	JPMSAL JPMSAL	Purchase	Equity	AUD	7.95 8.00	289		5,491,752 5,491,638	113,368,297 113,368,297	4.84% 4.84%	-		289 (114)	-	289
24-Oct-18	JPMSAL	Sale	Equity Equity	AUD	7.98	(289)		5,491,638	113,368,297	4.84%	-		(289)	-	(289)
24-Oct-18 25-Oct-18	JPMSAL	Sale Purchase	Equity	AUD	7.42	95		5,491,349	113,368,297	4.84%		-	(289)	-	95
25-Oct-18 25-Oct-18	JPMSAL		Equity	AUD	7.42	16		5,491,444	113,368,297	4.84%	-		95 16	<del>-</del>	16
25-Oct-18	JPMSAL	Purchase Purchase	Equity	AUD	7.42	40		5,491,480	113,368,297	4.84%	-		40		40
25-Oct-18	JPMSAL	Purchase	Equity	AUD	7.43	10		5,491,500	113,368,297	4.84%	-	-	10		10
25-Oct-18	JPMSAL	Purchase	Equity	AUD	7.57	1,939		5,493,449	113,368,297	4.85%			1,939		1.939
25-Oct-18 25-Oct-18	JPMSAL	Purchase	Equity	AUD	7.45	3.168		5,496,617	113,368,297	4.85%	1 : 1	-	3,168		3,168
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.50	(10)		5,496,607	113,368,297	4.85%	1 1		(10)		(10)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.42	(2.396)	\$ 17.786.60	5,494,211	113,368,297	4.85%	1 : 1	- :	(2.396)		(2.396)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.68	(228)		5,493,983	113,368,297	4.85%		- :	(228)	-	
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.32	(120)		5,493,863	113.368.297	4.85%	-		(120)		(228) (120)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.52	(78)		5,493,785	113,368,297	4.85%	-	-	(78)	-	(78)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.50	(1,749)	\$ 13,117.50	5,492,036	113,368,297	4.84%	-	-	(1,749)	-	(1,749)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.50	(2,386)		5,489,650	113,368,297	4.84%	-	-	(2,386)	-	(2,386)
25-Oct-18	JPMSAL	Sale	Equity	AUD	7.41	(148)		5,489,502	113,368,297	4.84%	-		(148)		(148)
25-Oct-18	JPMSAL	Purchase	Equity	AUD	7.50	137		5,489,639	113,368,297	4.84%	-	-	137		137
25-Oct-18	JPMSLLC	Adjustment	Equity			122,071	\$ -	5,611,710	113,368,297	4.95%	122,071				122,071
Balance as of 25 October 201	8							5,611,710	113,368,297	4.95%	1,565,771	3,992,861	53,074	4	5,611,710
JPMSAL - J.P. Morgan Securities Australia Limited															
JPMSPLC - J.P. Morgan Securities PLC															
JPMSLLC - J.P. Morgan Securities LLC															
JPMCBNA - JPMorgan Chase Bank, N.A.				1											
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## Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.

	29-Oct-18
Date:	29-ULI-10
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Institutional Account Agreement
Parties to agreement	JP Morgan Securities LLC for itself and as agent and trustee for the other J.P. Morgan Entities and State Street Bank And Trust Co (As Agent), Blackrock Institutional Trust Company NA(As Agent), Brown Brothers Harriman & Co(As Agent), (herein referred to as "JPMS").
	"J.P. Morgan Entities" means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time.
Transfer date	<u>Date</u> <u>Quantity</u>
	25-Oct-18 1,565,771
Holder of voting rights	JPMS is the holder of the voting rights from the time at which it exercises its right to borrow. Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities.
Are there any restriction on voting rights	Yes.
If yes, detail	JPMS will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMS before the voting rights have been exercised. In these circumstances, JPMS must return the securities to the Company and the Company holds the voting rights.
Scheduled return date (if any)	N/A. There is no term to the loan of securities.
Does the borrower have the right to return early?	Yes.
If yes, detail	JPMS has the right to return all and any securities or equivalent securities early at any time.
Does the lender have the right to recall early?	Yes.
If yes, detail	The Company has the right to recall all or any equivalent securities on demand.
Will the securities be returned on settlement?	Yes. Settlement of the loan will occur when JPMS returns equivalent securities to the Company. There is no term to the loan of securities.
If yes, detail any exceptions	

#### Statement by JP Morgan Securities LLC.

If requested by the Company to whom the prescribed form must be given, or if requested by ASIC, JP Morgan Securities LLC. will give a copy of the Institutional Account Agreement to the Company or ASIC.

Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	J.P. Morgan Securities plc ("borrower") and Bank of New York Mellon as agent ("lender")
Transfer date	Trade date Quantity
	25-Jun-18 4,441
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.

Data	20 Oct 10
Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	HSBC Bank PLC (as agent for Henderson Gartmore Fund) ("lender"), J.P. Morgan Securities plc ("borrower")
Transfer date	Trade date Quantity
	13-Sep-18 212,616
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower has no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Subject to the terms of the loan, borrower has right to at any time terminate a loan and redeliver all and any equivalent securities to the lender in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right 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 loan securities were originally delivered. Borrower shall redeliver such equivalent securities not later than the expiry of such notice in accordance with lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.

Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	RBC Investor Services Trust ("lender") and J.P. Morgan Securities Plc ("borrower")
Transfer date	Trade date Quantity
	28-Jun-18 9,120
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.

Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	J.P. Morgan Securities plc ("borrower") and State St Bank and Trust Company as agent ("lender")
	Trade date Quantity
Transfer date	5-Oct-18 44,790
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.

Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Overseas Securities Lender's Agreement ("OSLA")
Parties to agreement	J.P. Morgan Securities Plc ("borrower") and Citibank N.A. – as agent ("lender")
Transfer date	<u>Trade date</u> <u>Quantity</u> 8-Aug-18 200,000  15-Oct-18 32,045
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Limited will give a copy of the OSLA to that company or ASIC.

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Date:	29-Oct-18
Company's name:	BELLAMY'S AUSTRALIA LTD
ISIN:	AU000000BAL8
Date of change of relevant interests:	25-Oct-18
Schedule	
Type of agreement	Master Overseas Securities Borrowing Agreement
Parties to agreement	J.P. Morgan Securities Plc ("borrower") and The Northern Trust Company as agent ("lender")
Transfer date	Trade date Quantity
	25-Jun-18 28,423
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is in clause 4(B)(vi) of the agreement.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Limited will give a copy of the agreement to that company or ASIC.