Form 603

Corporations Act 2001
Section 671B
Notice of initial substantial holder

To Company Name/Scheme	Beacon Lighting Group Limited
ACN/ARSN	164 122 785

1. Details of substantial holder (1)

Name	Heystead Nominees Proprietary Limited (including Robinson family members as set out in the attachment)
ACN (if applicable)	ACN 005 090 102

The holder became a substantial holder on 09/04 /2014

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Persons' votes(5)	Voting power (6)
Ordinary shares	118,635,000	118,635,000	55.18%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holdei became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Refer Annexure A	Refer Annexure A	Refer Annexure A

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Refer Annexure A	Heystead Nominees Proprietary Limited	Heystead Nominees Proprietary Limited	118,250,000 ordinary shares
Refer Annexure A	Ian Robinson	Ian Robinson	150,000 ordinary shares
Refer Annexure A	Cape Johanna Pty Ltd	Cape Johanna Trust (controlled by Glen Robinson)	40,000 ordinary shares
Refer Annexure A	Prue Robinson	Prue Robinson	40,000 ordinary shares
Refer Annexure A	Antipodean Investments Pty Ltd	Cremorne Trust (controlled by Scott Robinson)	40,000 ordinary shares
Refer Annexure A	Kil Investments Pty Ltd	Kil Investments Pty Ltd (controlled by Kate Kil (nee Robinson))	40,000 ordinary shares
Refer Annexure A	Valerie Robinson	Valerie Robinson	75,000 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securitie
		Cash	Non-cash	
Refer Annexure A	Pre IPO	Not applicable	Nil	118,250,000 Ordinary Shares Note: These shares are held subject to an Escrow Deed with Beacon Lighting Group Limited as set out in Annexure 2 restricting their sale for 2 years following listing
Refer Annexure A	9 April 2014	$0.66 per share applied for under the IPO Prospectus	Nil	385,000 Ordinary Shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Each member of the Robinson family	Associates by virtue of section 12(2) of the Corporations Act as Robinson family members controlling Heystead Nominees Pty Ltd

7. Addresses

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

Name	Address
Heystead Nominees Pty Ltd	5 Bastow Place, Mulgrave, VIC 3170
Ian Robinson	30 McDonald Avenue Templestowe Vic 3106
Cape Johanna Pty Ltd	6 Allans Place Richmond Vic 3121
Prue Robinson	25 Portland Place South Yarra Vic 3141
Kil Investments Pty Ltd	5 Crofton Close Wonga Park Vic 3115
Valerie Robinson	30 McDonald Avenue Templestowe Vic 3106
Antipodean Investments Pty Ltd	11 Gough Place Richmond Vic 3121

Signature

print name Ian Robinson Capacity Director

sign here date 9 April 2014

ANNEXURE A

This is Annexure "A" of 1 pages referred to
in Form 603 (Notice of Initial Substantial Holder)

SIGNED on behalf of the Heystead Nominees Proprietary Limited and the Robinson family

....

Name: Ian Robinson

Position: Director

Date: 9 April 2014

DETAILS OF THE RELEVANT INTERESTS

HOLDER OF RELEVANT INTEREST	NATURE OF RELEVANT INTEREST (7)	CLASS AND NUMBER OF SECURITIES
Heystead Nominees Proprietary Limited (include the Robinson family members as set out in this form)*	Relevant interest in 118,250,000 fully paid ordinary shares as the registered holder of securities issued. By way of a Voluntary Escrow Deed between Heystead Nominees Proprietary Limited and Beacon Lighting Group Limited dated 12 March 2014 (attached as Annexure B to this form), Heystead Nominees Proprietary Limited has voluntarily undertaken to Beacon Lighting Group Limited not to sell its 118,250,000 ordinary shares for a two year period following the listing of Beacon Lighting Group Limited on the ASX, except in certain circumstances set out in the Voluntary Escrow Deed.* This also gives Beacon Lighting Group Limited a relevant interest in these shares.	118,250,000 Ordinary Shares
Robinson family members as set out in this form	Relevant interest in 385,000 fully paid ordinary shares under section 608(1)(a) of the *Corporations Act* 2001 as associated family members.	385,000 Ordinary Shares

ANNEXURE B

This is the Voluntary Escrow Deed Annexure "B" of 7 pages referred to in Form 603 (Notice of Initial Substantial Holder) in Annexure "A"

SIGNED on behalf of the substantial shareholders

....

Name: Ian Robinson

Position: Director

Date: 9 April 2014

Baker & McKenzie

Voluntary Escrow Deed

Beacon Lighting Group Limited

Heystead Nominees Pty Ltd

Baker & McKenzie
ABN 32 266 778 912

Level 19
181 William Street
Melbourne VIC 3000
Australia

G.P.O. Box 2119
Melbourne VIC 3001
Australia

Tel: +61 3 9617 4200
Fax: +61 3 9614 2103
DX: 334 MELBOURNE VICTORIA
www.bakermckenzie.com
Richard Lustig/Eliza McDonald

Date March 12th 2014

Parties **Beacon Lighting Group Limited** (ACN 164 122 785) of 5 Bastow Place, Mulgrave, Victoria 3170 (***Company***)

Heystead Nominees Pty Ltd (ACN 005 090 102) in its personal capacity and its capacity as trustee for the Robinson Family Trust of 5 Bastow Place, Mulgrave in the state of Victoria (***Holder***)

Recitals

A It is proposed that the Holder will be issued the Restricted Securities.

B The Holder has agreed that the Restricted Securities will be restricted from trading in accordance with the terms of this Deed.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

ASTC means the ASX Settlement and Transfer Corporation Pty Ltd (ACN 008 504 532).

ASTC Settlement Rules means the settlement rules of the ASTC.

ASX means ASX Limited (ACN 008 624 691).

Business Day means those days other than a Saturday, Sunday, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day and any other day which the ASX shall declare and publish is not a business day.

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

Escrow Period means the two year period following the listing of the Company's shares on ASX.

Holding Lock has the meaning given in section 2 of the ASTC Settlement Rules.

Listing Rules means the listing rules of ASX.

Party means a party to this Deed.

Restricted Securities means 118,250,000 shares in 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 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 2.2, 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 Exceptions to the Escrow

(a) The Holder may during the Escrow Period:

  (i) indicate that it will accept an offer to buy or transfer;

  (ii) agree to transfer or sell; and

  (iii) transfer or sell,

  any Restricted Securities to a bidder pursuant to a takeover offer under Chapter 6 of the Corporations Act where holders of at least 50% of the ordinary shares in the capital of the Company (excluding the Restricted Securities) have accepted the takeover offer. The Restricted Securities shall be returned to escrow if the takeover offer does not become unconditional.

(b) The Restricted Securities may be cancelled during the Excrow Period by the Company or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act.

3. Holding Lock

3.1 Acknowledgement

The Parties acknowledge and agree that:

(a) the Restricted Securities will be kept on the issuer sub-register and may be subject to a Holding Lock; and

(b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:

  (i) requesting ASTC to apply the Holding Lock; or

(ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

3.2 Notification

If the Company requests ASTC to apply a Holding Lock in respect of the Restricted Securities or refuses to register a transfer of the Restricted Securities in accordance with clause 3.1, the Company must inform the Holder in writing of such request or refusal and the reasons for it within five Business Days of the request or refusal.

4. Consequences of Breaching this Agreement

If it appears to the Company that the Holder may breach this Deed, the Company may take all steps necessary to prevent the breach or to enforce this Deed.

5. Amendment

This Deed may be amended only by a document signed by all parties.

6. Jurisdiction

The laws of Victoria apply to this Deed. All parties submit to the jurisdiction of the courts of that State.

7. Counterparts

This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered will be an original, but all of which will together constitute one and the same instrument.

Execution

Executed by the parties as a deed

by **Beacon Lighting Group Limited**

Signature of director

JAMES ELY BARR

Name of director (please print)

Signature of secretary//director

NEIL OSBORNE

Name of secretary//director (please print)

by **Heystead Nominees Pty Ltd**
by the sole director and sole secretary

Signature of sole director and sole secretary

Ian Scott Robinson

Name of sole director and sole secretary (please print)