

**KING&WOOD  
MALLESONS**

# Amendment and Restatement Agreement – Put and Call Option Agreement

Dated 2016

Asia Mark Development Limited (CR No. 1238316), a company limited by shares incorporated in Hong Kong (**AMD**)

Wattle Hill RHC Fund 1 SPV L.P., acting through its general partner,  
Wattle Hill RHC Fund 1 SPV1 Ltd (the **Fund**)

**King & Wood Mallesons**

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Bourke Place  
600 Bourke Street  
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## Amendment and Restatement Agreement – Put and Call Option Agreement Details

Parties	AMD and the Fund	
AMD	Name	Asia Mark Development Limited (CR No. 1238316), a company limited by shares incorporated in Hong Kong
	Email	<a href="mailto:jybsh@163.com">jybsh@163.com</a>
	Attention	Yuhuan Song
The Fund	Name	Wattle Hill RHC Fund 1 SPV L.P., acting through its general partner, Wattle Hill RHC Fund 1 SPV1 Ltd
	Email	<a href="mailto:Lisa.fang@wattlehillcap.com">Lisa.fang@wattlehillcap.com</a>
	Attention	Lisa Fang
Recitals	A	AMD and the Fund are parties to the Original Document.
	B	AMD and the Fund have agreed to the amendment of the Original Document on the terms of this document.

# **Amendment and Restatement Agreement – Put and Call Option Agreement General terms**

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## **1 Interpretation**

These meanings apply unless the contrary intention appears:

**Effective Date** means the date of this agreement.

**Original Document** means the Put and Call Option Agreement, dated 3 October 2016, between AMD and the Fund.

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## **2 Amendments**

As from the Effective Date, the Original Document is amended and restated as set out in Annexure A to this document.

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## **3 Confirmation and acknowledgement**

### **3.1 Confirmation**

Each party confirms that, except as provided for in clause 2, no other amendments are to be made to the Original Document.

### **3.2 Conflict**

If there is a conflict between the Original Document and this document, the terms of this document prevail.

### **3.3 Retention of rights**

The Parties acknowledge that each party shall be entitled to retain all rights provided to any party under the Original Document in the period prior to the Effective Date.

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## **4 Governing law**

This document is governed by the law in force in Queensland, Australia and each party submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED as an agreement

Amendment and Restatement Agreement –

Put and Call Option Agreement

Signing page

DATED: \_\_\_\_\_

Executed by Asia Mark Development  
Limited (CR No. 1238316) in accordance with  
section 127(3) of the Companies Ordinance  
(Cap. 622 of the Laws of Hong Kong) by  
authority of its directors:

\_\_\_\_\_  
Director/company secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

Executed by Wattle Hill RHC Fund 1 SPV1  
L.P., acting through its general partner,  
Wattle Hill RHC Fund 1 SPV1 Ltdby authority  
of its directors:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

**Amendment and Restatement Agreement –  
Put and Call Option Agreement**  
Annexure A Put and Call Option Agreement



## Put and Call Option Agreement

On or around the date of this agreement, ~~t~~The parties have entered into, or will enter into, a ~~binding term sheet~~documentation with Buderim Group Limited (BUG), relating to, among other things, the subscription by each party for certain convertible notes to be issued by BUG (**Convertible Notes**) ~~including a Transaction Implementation Deed dated 28 October 2016 (Transaction Implementation Deed) (BUG Term Sheet)~~. AMD and the Fund agree to enter into this agreement to set out the principal terms of certain put and call option arrangements between them in connection with the Convertible Notes and BUG shares to be acquired by them.

1	Date	— 3 October 2016
2	Parties:	
	AMD	Asia Mark Development Limited (CR No. 1238316), a company limited by shares incorporated in Hong Kong, email: <a href="mailto:jybsh@163.com">jybsh@163.com</a> , contact: Yuhuan Song.
	Fund	Wattle Hill RHC Fund 1 SPV L.P., a Cayman Islands exempted limited partnership, acting through its general partner, Wattle Hill RHC Fund 1 SPV1 Ltd, email: <a href="mailto:lisa.fang@wattlehillcap.com">lisa.fang@wattlehillcap.com</a> , contact: Lisa Fang.
3	Defined terms	<p>Unless otherwise specified, terms defined in the <del>BUG Term Sheet</del><u>Transaction Implementation Deed</u> have the same meaning in this agreement.</p> <p>In this agreement, "WHC Notes" means some or all (as the context requires) of the 25,000,000 Convertible Notes subscribed for and acquired by the Fund (with the face value of \$0.40 per Convertible Note) in accordance with the <del>BUG Term Sheet</del><u>Convertible Note Agreement</u> and for clarity excludes any Convertible Notes subscribed for and acquired by the Fund after completion of the transactions contemplated by the <del>BUG Term Sheet</del><u>Convertible Note Agreement</u>.</p>
4	Conditions	For the avoidance of doubt, the rights and obligations of the parties under this agreement do not become effective and binding unless and until the Fund and AMD have each been issued Convertible Notes by BUG.
5	Call option	<p>The Fund grants to AMD a call option to purchase from the Fund all (but not less than all) of the WHC Notes <u>held by the Fund on the date of receipt of the notice referred to in paragraph (b) below</u>, on the following terms:</p> <p>(a) <del>AMD must pay to the Fund the call option fee of \$1.00 within 5 Business Days of the date of this agreement;</del></p>

		<p>(b)(a) the call option will expire on the date that is 6 months after the Issue Date in respect of the WHC Notes (<b>Call Expiry Date</b>);</p> <p>(e)(b) AMD may exercise the call option by giving not less than 10 Business Days' notice in writing to the Fund at any time at or before 5pm (Sydney time) on the Call Expiry Date. Partial exercise of the call option is not permitted without the Fund's consent. The call option exercise price per is the Face Value x 1.35;</p> <p>(d)(c) payment for the call option exercise price must be made, and the WHC Notes must be transferred on the later to occur of: (i) 10 Business Days of the date the Fund receives the exercise notice; and (ii) the date which is 5 Business Days after AMD receives all necessary Australian regulatory and shareholder approvals required for it to acquire and convert the WHC Notes, which approvals AMD must use its best endeavours to procure as soon as is reasonably practicable after giving the exercise notice. Failure to obtain such approvals by the date that is 20 Business Days after the date the Fund receives the exercise notice will invalidate the exercise notice.</p>
6	<b>Conversion and sale restrictions on the Fund before Call Expiry Date</b>	<p>To give effect to the call option the Fund grants to AMD, the Fund agrees not to:</p> <ul style="list-style-type: none"> <li>a) convert any of the WHC Notes; or</li> <li>b) sell, transfer, create a trust or option over, or otherwise dispose of any legal, beneficial or economic interest in any of the WHC Notes; before the Call Expiry Date without the written consent of AMD.</li> </ul>
7	<b>Conversion of Convertible Notes after Call Expiry Date</b>	<p>The parties agree any conversion of the Convertible Notes by any party after the Call Expiry Date will require the written consent of the other party if, at the time the conversion notice is proposed to be lodged, the BUG share price (as reflected in the most recent closing price) is less than \$0.70 per share.</p>
8	<b>Put option</b>	<p>AMD grants to the Fund a put option entitling the Fund to sell to AMD all (but not less than all) of the WHC Notes <u>held by the Fund on the date of the notice referred to in paragraph (b) below</u>, on the following terms:</p> <p><del>(a) the Fund must pay to AMD the put option fee of \$1.00 within 5-Business Days of the date of this agreement;</del></p> <p>(b)(a) the put option will expire on the earlier of: (i) the date that the Fund sells, transfers, creates a trust or option over, or otherwise disposes of any legal, beneficial or economic interest in any WHC Note or any BUG shares acquired by the Fund on conversion of WHC Notes, to a third party other than AMD or AMD's nominee; and (ii) the date that is 120 days before the Maturity Date of the WHC Notes (<b>Put Expiry Date</b>).</p> <p>(c)(b) the Fund may exercise the put option by giving 10 Business Days' notice in writing to AMD at any time prior to 5pm (Sydney time) on the Put Expiry Date. The put option exercise price will be</p>

		<p>equal to:</p> <p>(i) an amount per WHC Note equal to the Face Value x (1+ (12.5% x n/365))</p> <p>where: n is the number of days from the Issue Date in respect of the WHC Notes to the date of completion of the transfer;</p> <p>minus</p> <p>(ii) total interest amounts received by the Fund on the WHC Notes being transferred prior to the date of completion of the transfer;</p> <p>minus</p> <p>(iii) total value of all dividends, returns of capital and other distributions received by the Fund on any BUG shares acquired by the Fund on conversion of any WHC Notes prior to the date of completion of the transfer.</p> <p>(d)(c) payment for the put option exercise price must be made, and the relevant WHC Notes must be transferred on the later to occur of: (i) 10 Business Days of the date AMD receives the exercise notice; and (ii) the date which is 5 Business Days after AMD receives all necessary Australian regulatory and shareholder approvals required for it to acquire and convert the WHC Notes, which approvals AMD must use its best endeavours to procure as soon as is reasonably practicable after receipt of the exercise notice. Failure to obtain such approvals by the date that is 45 Business Days after the date the Fund gives the exercise notice (End Date) will result in AMD being obliged to pay to the Fund interest on the put option exercise price (accruing from the End Date) calculated at the rate of 10% per annum, compounded daily.</p>
9	BUG board positions	<p>(a) Upon the exercise of the put option or <del>the a</del> call option <u>(including a Mutual Call Option)</u> referred to herein, and at or before the completion of the transfer of the relevant WHC <u>Convertible Notes and/or BUG shares from the transferring party (Transferor) Fund to the receiving party (Transferee)</u>AMD, the <del>Fund Transferor</del> must: (i) procure its nominee director on the BUG board to resign and be replaced by a person nominated by <del>AMD</del>the Transferee; and (ii) if requested to do so by <del>the Transferee</del>AMD, procure the director jointly nominated by the Fund and AMD on the BUG board to resign and be replaced by a person nominated by <del>the Transferee</del>AMD, or if such a person is yet to be appointed to the BUG board, ensuring that only <del>the</del></p>

		<p><u>TransfereeAMD</u> exercises the right of nomination in respect of such a position (<b>Board Replacements</b>).</p> <p>(b) In the event that the Board Replacements are not effected by the completion of the transfer of the relevant <u>WHG-Convertible Notes</u>, and/or <u>BUG Shares</u>, the <u>Fund-Transferor</u> irrevocably appoints the <u>TransfereeAMD</u> as its attorney in respect of all matters associated with and incidental to effecting the Board Replacements.</p>
10	<b>Last right of refusal</b>	<p>(a) If a party (<b>Seller</b>) wishes to sell, transfer, create a trust or option over, or otherwise dispose of any legal, beneficial or economic interest in any of its Convertible Notes (<b>Sale Notes</b>), the Seller must serve a written notice to that effect (<b>Notice of Sale</b>) on the other party (<b>Buyer</b>). The Notice of Sale must: (i) specify the name of the proposed buyer of the Sale Notes; (ii) specify the sale price (which must be for cash consideration); (iii) contain a statement to the effect that the third party buyer is a bona fide prospective purchaser who has made an offer on an arm's length basis to purchase the Sale Notes; (iv) attach the proposed contract of sale (<b>Proposed Contract</b>) containing the terms on which the Seller proposes to sell the Sale Notes, amended only so as to substitute the Buyer or a nominee of the Buyer for the third party purchaser; and (v) contain a statement to the effect that the Buyer or a nominee of the Buyer has an option to purchase the Sale Notes at the price and term set out in the Proposed Contract.</p> <p>(b) The Buyer or a nominee of the Buyer may exercise its option under sub-clause (a) by executing the Proposed Contract and returning the Proposed Contract to the Seller within 15 days after the service of the Notice of Sale. If the Buyer or a nominee of the Buyer complies with this sub-clause, the Seller must sell the Sale Notes to the Buyer or a nominee of the Buyer, and the Buyer or a nominee of the Buyer must purchase the Sale Notes at the price and on the terms set out in the Proposed Contract, provided that the sale and purchase of the Sale Notes will not complete until the Buyer (or its nominee, as applicable) has received all necessary regulatory and shareholder approvals which are required for it to acquire and convert the Sale Notes.</p> <p>(c) If the Buyer or a nominee of the Buyer does not exercise its option under sub-clause (a), the Seller may sell the Sale Notes to the third party buyer identified in the Notice of Sale within 15 days from the expiry of the Buyer's option to purchase. The Seller must not sell the Sale Notes: (i) for a sale price less than the price specified in the Notice of Sale; (ii) on terms of sale less favourable to the Seller than those offered to the Buyer in the Notice of Sale; or (iii) on terms which are not bona fide arm's length terms.</p> <p>(d) The parties agree that the provisions of sub-clauses (a) to (c) will apply, to the maximum extent permitted by law, on the same basis to any BUG shares acquired by a party as a result of its conversion of the Convertible</p>

		Notes.
11	<b>Mutual Call Option</b>	<p>Each party (as the context requires, the "Grantor") grants to the other party (as the context requires, the "Grantee") a call option (Mutual Call Option) to purchase all (but not less than all) of the Grantor's Convertible Notes and all (but not less than all) of the Grantor's shares in BUG (including shares in BUG acquired on conversion of Convertible Notes and, where AMD is the Grantor, all BUG shares acquired and held by AMD under the placement and rights issue contemplated in connection with the Transaction) held by the Grantor on the date of the notice referred to in clause 11(b) below (together, the "Call Securities") on the following terms:</p> <p>(a) a Mutual Call Option can only be exercised by the Grantee:</p> <ul style="list-style-type: none"> <li>(i) after the Call Expiry Date; and</li> <li>(ii) on or before the third anniversary of the Issue Date for the Convertible Notes;</li> <li>(iii) if the other party has not given notice of exercise its Mutual Call Option under clause 11(b);</li> <li>(iv) if: <ul style="list-style-type: none"> <li>(A) AMD has not given an exercise notice in respect of its call option under clause 5(b); and</li> <li>(B) the Fund has not, at the time the exercise notice is given under clause 11(b), given an exercise notice in respect of its put option under clause 8(b);</li> </ul> </li> </ul> <p>(b) Subject to clause 11(a), a Grantee may exercise the Mutual Call Option by giving not less than 10 Business Days' notice in writing to the Grantor.</p> <p>(c) The Mutual Call Option exercise price per Call Security is \$1.00. For clarity, the Mutual Call Option exercise price is the same for each BUG share and each Convertible Note that forms part of the relevant Call Securities, irrespective of the differing rights applying to such securities.</p> <p>(d) the Grantee must pay to the Grantor the Mutual Call Option exercise price, and the Grantor must transfer (including by taking all steps and signing and delivering to BUG all documents required to give effect to such transfers) to the Grantee the Call Securities, on the later to occur of (i) the date that is 10 Business Days after the date the Grantor receives the exercise notice; and (ii) the date which is 5 Business Days after the Grantee receives all necessary regulatory approvals required for it to, acquire the Call Securities (including, for clarity, regulatory approvals in connection with a capital call on investors in Wattle Hill RHC Fund 1 L.P. in order to fund the acquisition), which approvals the Grantee must use its best endeavours to procure as soon as is reasonably practicable after receipt of the exercise notice. Failure to obtain such approvals by the date that is 45 Business Days after the date the Grantee gives the exercise notice (End Date) will result in the Grantee being obliged to pay to the</p>

		<u>Grantor interest on the Mutual Call Option exercise price (accruing from the End Date) calculated at the rate of 10% per annum, compounded daily.</u>
11	Drag	<p>(a) <del>If a party (Drag Seller), who has first complied with the provisions of clause 8, intends to sell all (but not less than all) of their Convertible Notes and BUG shares (including BUG shares acquired on conversion of Convertible Notes) (Drag Securities) to a person (Drag Buyer) where the proposed sale is for a purchase price that is greater than or equal to A\$1.00 per Drag Security (weighted averaged across all Drag Securities), then the Drag Seller may give a Drag Notice to the other party (Dragged Party).</del></p> <p>(b) <del>A Drag Notice must state:</del></p> <p class="list-item-l1">(i) <del>(Drag Buyer) the identity of the Drag Buyer;</del></p> <p class="list-item-l1">(ii) <del>(sale price) for each Convertible Note and BUG share proposed to be sold, the sale price for each such security which must be the same price for the corresponding category of securities to be sold by the Drag Seller (Drag Sale Price) and any other terms of the proposed sale by the Drag Seller to the Drag Buyer;</del></p> <p class="list-item-l1">(iii) <del>(sale required) that the Dragged Party is required to sell all of the Dragged Party's Convertible Notes and BUG shares (including BUG shares acquired on conversion of Convertible Notes) (Dragged Securities) to the Drag Buyer at the Drag Sale Price and on the other terms set out in the Drag Notice, which terms must be no less favourable to the Dragged Party than the terms on which the Drag Seller is proposing to sell its corresponding Drag Securities to the Drag Buyer. Where AMD is the Dragged Party, the Dragged Securities will include all BUG shares acquired and held by AMD under the placement and rights issue contemplated in connection with the BUG Term Sheet; and</del></p> <p class="list-item-l1">(iv) <del>(completion date) the Drag Seller's reasonable best estimate of the date for completion of the sale to the Drag Buyer.</del></p> <p>(c) <del>If a Drag Notice is given then the Dragged Party must sell all of its Dragged Securities to the Drag Buyer on the terms stated in the Drag Notice.</del></p> <p>(d) <del>The parties agree that the rights and obligations in sub-clauses (a) (c): (i) do not become effective before the Call Expiry Date and (ii) are subject to the sale and purchase of the Dragged Securities to the Drag Buyer as contemplated by those sub-clauses being able to occur without breaching Chapter 6 of the Corporations Act 2001.</del></p> <p>(e) <del>Where a transaction is proposed in relation to the Company that involves a takeover bid for all BUG shares on issue under Chapter 6 of</del></p>

		<p>the Corporations Act (or a transaction having substantially similar effect) in respect of which the proposed cash consideration per BUG share is at least \$1.00 (Transaction), if a party wishes to support the Transaction (Supporting Party), then, subject to the following sentence, the Supporting Party may by written notice, require the other party to support the Transaction, and following delivery of such notice, both parties must use all reasonable endeavours to support the Transaction, including by, depending on the nature of the Transaction, converting notes, accepting the offer and/or voting in favour of all relevant resolutions to approve the Transaction (as applicable). A Transaction only triggers the parties' obligations under this sub-clause (e) if it the Transaction gives WHG and AMD a reasonable and equal opportunity to participate in any benefits from the Transaction, and the Transaction is unconditional, other than in respect of conditions relating to acceptance thresholds, passage of shareholder resolutions and court approval in the case of a scheme of arrangement.</p>
12	<u>Notices</u>	<p>(a) <u>All notices and other communications in connection with this agreement must be in writing in English, signed by a director of the sender and (other than for emails) marked for the attention of the person identified in clause 2 or, if the recipient has notified otherwise, then marked for attention in the way last notified. Communications sent by email are taken to be signed by the named sender.</u></p> <p>(b) <u>Communications must be:</u></p> <ul style="list-style-type: none"> <li>(i) <u>left at the address of the recipient as notified by the recipient to the sender from time to time;</u></li> <li>(ii) <u>sent by prepaid ordinary post (airmail if appropriate) to the address of the recipient as notified by the recipient to the sender from time to time;</u></li> <li>(iii) <u>sent by email to the address set out or referred to in clause 2; or</u></li> <li>(iv) <u>given in any other way permitted by law.</u></li> </ul> <p><u>However, if the intended recipient has notified a changed address, or email address, then communications must be to that address or email address.</u></p> <p>(c) <u>Communications take effect from the time they are received or taken to be received under clause 12(d) (whichever happens first) unless a later time is specified.</u></p> <p>(d) <u>Communications are taken to be received:</u></p> <ul style="list-style-type: none"> <li>(i) <u>if sent by post, three days after posting; or</u></li> <li>(ii) <u>if sent by email:</u> <ul style="list-style-type: none"> <li>(A) <u>when the sender receives an automated message</u></li> </ul> </li> </ul>

		<p><u>confirming delivery; or</u></p> <p><u>(B) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.</u></p> <p><u>whichever happens first.</u></p> <p><u>(e) If communications are received or taken to be received after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.</u></p>	
<u>4213</u>	<b>General</b>	<p>(a) The parties agree that the financial and legal due diligence costs incurred by the parties in connection with the transactions contemplated under the <u>BUG Term Sheet Transaction Implementation Deed</u> and this agreement (excluding legal documentation costs), are to be shared equally between the Fund and AMD.</p> <p>(b) Each party agrees to take such further action (including to execute documents) as may be needed to give effect to the transactions contemplated by this agreement.</p>	
<u>4314</u>	<b>Termination</b>	This agreement terminates on the third anniversary of the Issue Date for the issue of the Convertible Notes.	
<u>4415</u>	<b>Counterparts</b>	This agreement may be executed in any number of counterparts, each of which when executed and delivered to the other party shall constitute an original, but all counterparts together shall constitute one and the same agreement.	
<u>4516</u>	<b>Assignment</b>	The parties agree that the rights and obligations under this agreement and the transactions contemplated by this agreement must not be assigned or novated to a third party without the other party's express consent in writing.	
<u>4617</u>	<b>Jurisdiction</b>	This agreement is governed by the laws of Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any court that may hear appeals from any of those courts, for any proceedings in connecting with this agreement.	



EXECUTED AS AN AGREEMENT

Executed by **Asia Mark Development Limited (CR No. 1238316)** in accordance with section 127(3) of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) by authority of its directors:

Director/company secretary

Director

Name of director/company secretary  
(BLOCK LETTERS)

Name of director  
(BLOCK LETTERS)

Executed by **Wattle Hill RHC Fund 1 SPV1 L.P.**, acting through its general partner, Wattle Hill RHC Fund 1 SPV1 Ltdby authority of its directors:

Director

Name of director  
(BLOCK LETTERS)

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**To, Company Name/Scheme Buderim Ginger Limited ("Company")ACN/ARSN 010 978 800**1. Details of substantial holder (1)**Name Wattle Hill RHC Fund 1 SPV Limited ("the Fund GP") and its affiliates named in this form

ACN/ARSN (if applicable) \_\_\_\_\_

The holder became a substantial holder on 28 / 12 / 2016**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	6,504,463	6,504,463	13.04%

**3. Details of relevant interests**

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Fund GP	By a Amendment and Restatement Agreement – Put and Call Option Agreement, Fund GP was granted an option over shares in the Company by Asia Mark Development Limited (CR No. 1238316) ("AMD"), a company limited by shares incorporated in Hong Kong. Fund GP has a relevant interest by virtue of section 608(8) of the Corporations Act ("Act").	6,504,463
Wattle Hill RHC Fund 1 L.P. ("Wattle Hill LP")	Wattle Hill LP is a partner of Wattle Hill RHC Fund 1 SPV L.P. ("the Fund"), of which the Fund GP is general partner, and has a relevant interest by virtue of section 608(3)(a) of the Act.	6,504,463
Wattle Hill RHC Hong Kong Limited ("Wattle Hill RHC")	Wattle Hill RHC owns 100% of the shares in Fund GP and has a relevant interest by virtue of section 608(3) of the Act.	6,504,463
Beijing Rongfangrenyuan Investment Management Co., Ltd ("BJRF")	BJRF has voting power of more than 20% in Wattle Hill RHC. BJRF has a relevant interest by virtue of section 608(3) of the Act.	6,504,463
SB International Pty Ltd ATF Jasper & Abby Trust ("SB International")	SB International has voting power of more than 20% in Wattle Hill RHC. SB International has a relevant interest by virtue of section 608(3) of the Act.	6,504,463

**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
-----------------------------	---------------------------------	--	--------------------------------

Fund GP, Wattle Hill LP, Wattle Hill RHC, BJRF, SB International, RHC	AMD	Fund GP	6,504,463

#### 5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
Fund GP, Wattle Hill LP, Wattle Hill RHC, BJRF, SB International, RHC	28 / 12 / 2016		The grant of a mutual call option under the Put and Call Option Agreement.	6,504,463

#### 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
Fund GP	Fund GP is an associate of Wattle Hill RHC by virtue of section 12(2)(a)(ii) of the Act.
Wattle Hill RHC	Wattle Hill RHC is an associate of Fund GP by virtue of section 12(2)(a)(i) of the Act. Wattle Hill RHC is an associate of BJRF by virtue of section 12(2)(a)(ii) of the Act.
BJRF	BJRF is an associate of Wattle Hill RHC by virtue of section 12(2)(a)(i) of the Act. BJRF is an associate of RHC by virtue of section 12(2)(a)(ii) of the Act.

#### 7. Addresses

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

Name	Address
Fund GP	C/O Services Cayman Limited, P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001
The Fund	C/O Services Cayman Limited, P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001
Wattle Hill LP	C/O Services Cayman Limited, P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001
Wattle Hill RHC	Unit A 3/F Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong
BJRF	Room 131, No. 43 Building, No. 4 Dujakan Community, Changxindian Street, Fengtai District, Beijing 100072
SB International	C/- BDO (QLD) Pty Ltd, Level 10, 12 Creek Street, Brisbane QLD 4000

#### Signature

print name Martin Ye

Capacity Company Secretary

sign here



DATE 30 / 12 / 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 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.

- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) 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.

**Annexure "A"**

This is Annexure "A" of 15 pages (including this page) referred to in Form 603: Notice of initial substantial holder.



.....  
Name: Martin Ye  
Capacity: Company Secretary  
Date: 30 December 2016

The copy attached to this Annexure "A" is a true copy of the original.