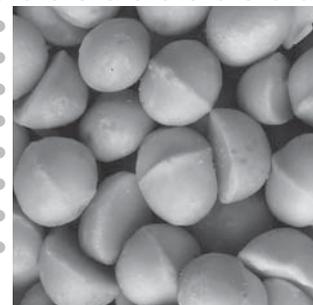


Buderim Ginger Limited

# Dividend Share Issue Plan





## TERMS AND CONDITIONS

The following are the Terms and Conditions applicable to the Buderim Ginger Limited (**Company**) Dividend Share Issue Plan (**Plan**).

### IMPLEMENTATION OF THE PLAN

The Plan will commence for the 2008 full year dividend.

### PARTICIPATION IN THE PLAN

All shareholders will participate in the Plan.

However, the Directors may, in their sole discretion, exclude shareholders from participation in the Plan and suspend or withdraw shareholders from participation if they consider that the participation may give rise to a breach of Australian or foreign laws.

### OPERATION OF THE PLAN

In satisfying its obligations under the Plan, the Company may, in the Directors' absolute discretion, determine whether shares are to be issued or purchased (whether on market or otherwise) or a combination of both.

The Company may create a trust (of which shareholders are beneficiaries) to acquire those shares and then transfer or cause the transfer of those shares to shareholders.

Each non-cash dividend which is payable to a shareholder will be used to acquire (either by allotment and issue or transfer) additional fully paid ordinary shares in the Company.

### ALLOTMENT OR TRANSFER PRICE

Shares to be allotted or transferred under the Plan may be priced at a discount, as determined from time to time by the Directors.

The price of the shares to be allotted or transferred will be the weighted average market price of all the Company's shares sold on the Australian Securities Exchange during:

- the first 5 trading days of "Ex Dividend" in relation to the non-cash dividend to be paid; or
- such other period as the Directors determine and announce to the Australian Securities Exchange (**Price**).

The Price will be rounded to the nearest cent and exclude such transactions as special crossings, overseas trades and option exercises as determined by the Directors.

### SHARES ALLOTTED OR TRANSFERRED UNDER THE PLAN

Shares will be allotted or transferred in accordance with the Listing Rules of the Australian Securities Exchange.

All shares allotted or transferred under the Plan will rank equally in all respects with existing fully paid ordinary shares of the Company.

The shares will be allotted or transferred to the register where the shareholder holds its shares.

Holding statements for the shares allotted or transferred under the Plan will be sent to the shareholders following each allotment or transfer.



### NUMBER OF SHARES TO BE ALLOTTED OR TRANSFERRED

Shares to be allotted or transferred to shareholders will be calculated by reference to the following formula:

$$S = \frac{(N \times D) - T}{P \times \%}$$

Where:

S equals the number of shares to be allotted or transferred to the shareholder;

N is the number of shares held by the shareholder;

D equals the amount of non-cash dividend per share declared by the Directors;

T equals the withholding tax or other sum the Company is required or entitled to retain in relation to the dividend or the shares.

P is the Price calculated above.

% equals 100% minus any percentage discount for shares issued under the Plan as determined by the Directors.

### FRACTIONS

Where a fraction of a share results from the pricing formula used to determine the number of shares to be allotted or transferred the Directors may round the fraction to the nearest whole number. If the fraction is rounded down that fraction will be foregone.

### SECURITIES EXCHANGE LISTING

The Company will promptly apply for quotation of the shares allotted under the Plan on the Australian Securities Exchange.

### COST TO SHAREHOLDERS

No stamp duty, brokerage, commission or other transaction costs are payable by shareholders in respect of any allotment or transfer of shares under the Plan.

### AMENDMENT, SUSPENSION AND TERMINATION OF THE PLAN

The Directors may at any time, modify, vary, supplement or substitute all or any of these Terms and Conditions.

The Directors shall not be required to have any amendment to the Plan approved by the Company in general meeting. Any amendment must be consistent with the Listing Rules of the Australian Securities Exchange.

The Plan will continue unless suspended or terminated by the Directors.

Notice of any suspension or recommencement of the Plan after suspension or termination shall be given to shareholders as soon as practicable after the Directors have decided.

### ADMINISTRATION OF THE PLAN

Subject to these Terms and Conditions, the Directors will administer the Plan on such terms and conditions as they deem expedient.

The Directors reserve the right to waive strict compliance with any of these rules.



**Buderim  
Ginger**