



The Rice Food Experts

RICEGROWERS LIMITED

ACN 007 481 156

EMPLOYEE SHARE PLAN

National Sales & Marketing Office

Level 2, 66 Clarence Street Sydney | NSW 2000

PO Box Q166 QVB Post Shop | NSW 1230

T. +61 (0)2 9268 2000 | F. +61 (0)2 8916 8360

Registered Office

NIP 37 Yanco Avenue Leeton | NSW 2705

PO Box 561 Leeton | NSW 2705

T. +61 (0)2 6953 0411 | F. +61 (0)2 8916 8350

www.sunrice.com.au

Ricegrowers Limited

ABN 55 007 481 156

trading as SunRice

Table of contents

1.	ESTABLISHMENT OF THE PLAN.....	1
1.1	Purpose.....	1
1.2	Commencement.....	1
2.	DEFINITIONS AND INTERPRETATION.....	1
2.1	Definitions	1
2.2	Interpretation.....	2
3.	HOW THE PLAN WORKS	3
3.1	Invitations to Participate	3
3.2	Form of Invitation	3
3.3	Acceptance of Invitation	3
3.4	Form of Acceptance	3
3.5	Issue of Plan Shares	3
4.	UNDERTAKINGS BY EMPLOYEE HOLDERS	4
4.1	Maximum Number of Shares	4
4.2	Limited Participation in Share Issues	4
4.3	Restrictions on Acquisition of Further Shares	4
4.4	Share Trading Policy.....	4
4.5	Transfer to Approved Entities.....	4
4.6	Right to Sell.....	4
4.7	Compliance Measures	4
5.	PLAN SHARES	4
5.1	B Class Shares	4
5.2	Listing.....	5
5.3	Obligations under the Plan not Affected.....	5
6.	VARIATION OF RULES	5
6.1	Variation Procedures.....	5
6.2	Rule 4 Changes	5
6.3	Existing Shares	5
7.	RELATIONSHIP OF COMPANY AND PARTICIPANTS	5
7.1	Employees and Directors.....	5
7.2	Rules Binding.....	5
8.	GOVERNING LAW	6
9.	ADMINISTRATION OF THE PLAN	6
9.1	Regulations	6
9.2	Board's Decisions	6
9.3	Board's Decision Final	6
10.	ADVICE.....	6

EMPLOYEE SHARE PLAN RULES

1. ESTABLISHMENT OF THE PLAN

1.1 Purpose

The Plan provides a means by which the Board can offer Eligible Persons an opportunity to acquire B Class Shares in the Company.

1.2 Commencement

The Plan will only commence upon it being approved by ordinary resolution of A Class Shareholders.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Rules, the following terms have these meanings unless contrary to, or inconsistent with, the context:

Approved Capital Raising means an offer for subscription of B Class Shares, outside of the Plan, that the Board approves as an offer under which Employee Holders can subscribe for B Class Shares.

Approved Entity has the same meaning as in the Constitution.

A Class Shares means A Class Shares in the Company.

B Class Shares means B Class Shares in the Company.

Board means the board of directors of the Company.

Business Day means a day other than Saturday, Sunday or public holiday in Sydney, New South Wales.

Company means Ricegrowers Limited ACN 007 481 156.

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

Constitution means the constitution of the Company.

Eligible Person means an employee of a Group Company or an Independent Director of the Company.

Employee Holder means a B Class Shareholder who:

- (a) is currently, or was previously, an employee of a Group Company or an Independent Director of the Company; and
- (b) has been issued with Plan Shares (whether or not they continue to hold those Shares),

and includes an Approved Entity of such person but excludes a B Class Shareholder who:

- (c) is the holder, or one of the joint holders, of B Class Shares that were acquired prior to the date on which they were first issued with Plan Shares; or

- (d) became the holder, or one of the joint holders, of an A Class Share after the date on which they were first issued B Class Shares under the Plan (whether or not they continue to hold that A Class Share).

Exchange means the National Stock Exchange of Australia Limited.

Group Company means the Company and each of its related bodies corporate.

Independent Director has the same meaning as in the Constitution.

Issue Price means the issue price of the Shares issued under the Plan determined by the Board from time to time.

Participant means an Eligible Person who is issued with B Class Shares under the Plan.

Plan means the Ricegrowers Limited Employee Share Plan, as set out in these Rules.

Plan Shares means B Class Shares issued under the Plan.

Rules means the rules governing the operation of this Plan set out in this document as amended from time to time.

2.2 Interpretation

In these Rules, unless contrary to or inconsistent with the context:

- (a) reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include the other genders;
- (d) words denoting an individual or persons include bodies corporate and trusts and vice versa;
- (e) headings are for convenience only and do not affect the interpretation of these Rules;
- (f) reference to a clause or paragraph is a reference to a clause or paragraph of these Rules, or the corresponding Rule or Rules of this Plan as amended from time to time;
- (g) reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) where any word or phrase is given a definite meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (i) a reference to a person includes a reference to the person's legal personal representatives, executors, administrators and successors, a firm or a body corporate.

3. HOW THE PLAN WORKS

3.1 Invitations to Participate

The Company may from time to time, invite an Eligible Person approved by the Board to participate in the Plan. Such invitations may be made to persons who are already Participants and more than one invitation may be made to the same person.

3.2 Form of Invitation

An invitation to an Eligible Person to participate in the Plan will be made on terms determined from time to time by the Board in accordance with the Plan. The Board may apply different terms to the participation in the Plan by different Eligible Persons. Without limitation, the Board may determine:

- (a) the number of B Class Shares being offered to the Eligible Person;
- (b) the Issue Price of each B Class Share being offered;
- (c) the terms on which payment for the B Class Shares offered must be made by the Eligible Person;
- (d) any conditions or requirements to be satisfied or fulfilled before the Eligible Person will be entitled to be issued with the B Class Shares offered;
- (e) the date by which the invitation may be accepted by the Eligible Person; and
- (f) such other matters as the Board may from time to time determine.

3.3 Acceptance of Invitation

An Eligible Person who has received an offer to subscribe for B Class Shares under the Plan may accept that offer by sending an acceptance to the Company in accordance with the Plan.

3.4 Form of Acceptance

An acceptance of an offer to subscribe for B Class Shares under the Plan will be in such form, and contain such provisions, as the Board may from time to time determine, including:

- (a) an application by the Eligible Person to the Company to subscribe for the number of Shares offered at the Issue Price; and
- (b) an agreement by the Eligible Person to comply with the terms of the Plan.

3.5 Issue of Plan Shares

The Board may issue B Class Shares under the Plan to Eligible Persons who have accepted invitations to participate in the Plan. However, the Board must not issue B Class Shares under the Plan if that issue would result in a breach of the Constitution, the rules of the Exchange or any applicable law.

4. UNDERTAKINGS BY EMPLOYEE HOLDERS

4.1 Maximum Number of Shares

The total number of B Class Shares held by Eligible Persons and Employee Holders at any time must not exceed five percent (5%) of the total issued B Class Shares.

4.2 Limited Participation in Share Issues

In order to restrict the number of B Class Shares held by Employee Holders as required by Rule 4.1, B Class Shares will only be issued to Employee Holders:

- (a) as Participants under the Plan; or
- (b) under other offers of B Class Shares for subscription that are approved by the Board from time to time for this purpose.

4.3 Restrictions on Acquisition of Further Shares

Employee Holders must not:

- (a) acquire B Class Shares, or any interest in them, otherwise than by way of an issue of B Class Shares in accordance with Rule 4.2; or
- (b) purchase or otherwise acquire B Class Shares by way of transfer.

4.4 Share Trading Policy

All B Class Shareholders who are employees or directors of a Group Company must comply with the Share Trading Policy.

4.5 Transfer to Approved Entities

Employee Holders can only transfer B Class Shares to their Approved Entity if they first procure that the trustee of the Approved Entity enters into a deed, in terms approved by the Board, under which it agrees to comply with the terms of the Plan.

4.6 Right to Sell

Subject to Rules 4.4 and 4.5, Employee Holders are entitled to sell any B Class Shares held by them.

4.7 Compliance Measures

The Company may establish any systems and arrangements that it considers necessary to monitor and secure compliance with the restrictions in Rules 4.1, 4.2 and 4.3.

5. PLAN SHARES

5.1 B Class Shares

B Class Shares issued under the Plan will confer on the holder the same rights and liabilities as other B Class Shares issued by the Company, as set out in the Constitution.

5.2 Listing

The Company will apply to have all fully paid B Class Shares issued under the Plan quoted on the Exchange. No application for quotation of partly paid B Class Shares issued under the Plan will be made until the shares are fully paid up.

5.3 Obligations under the Plan not Affected

Rules 5.1 and 5.2 do not limit or otherwise affect the obligations of Participants and Employee Holders to comply with the terms of the Plan.

6. VARIATION OF RULES

6.1 Variation Procedures

Subject to Rules 6.2 and 6.3, the Company may, by resolution of the Board:

- (a) add to or vary any of these Rules;
- (b) waive or vary the application of any of the Rules in relation to any Participant;
- (c) terminate or suspend the issue of B Class Shares under the Plan.

6.2 Rule 4 Changes

The provisions of Rule 4 must not be removed or varied without the prior approval of A Class Shareholders by ordinary resolution.

6.3 Existing Shares

The Company must not vary the Plan in any way that would adversely affect the rights of the holders of Plan Shares already on issue, without the prior consent of those holders.

7. RELATIONSHIP OF COMPANY AND PARTICIPANTS

7.1 Employees and Directors

Participation in the Plan:

- (a) does not confer on any Participant the right to continue as an employee or director of a Group Company; and
- (b) does not affect any rights that a Group Company may have to terminate the employment of any Participant who is an employee or remove any director who is a Participant from office.

7.2 Rules Binding

The Rules and any regulations made under them:

- (a) apply to all offers to subscribe for B Class Shares that are made to Eligible Persons under the Plan; and
- (b) are binding on all Participants and Employee Holders and continue to apply to them after they cease to be an employee or director of a Group Company.

8. GOVERNING LAW

This Plan and the rights of the Participants under the terms and conditions of the Plan shall be governed by the laws of State of New South Wales.

9. ADMINISTRATION OF THE PLAN

9.1 Regulations

The Board may make regulations for the operation and administration of the Plan which are consistent with these Rules.

9.2 Board's Decisions

Where these Rules provide for a determination, interpretation, decision, approval or opinion of the Board, that determination, interpretation, decision, approval or opinion may be made, given or formed in the Board's absolute discretion.

9.3 Board's Decision Final

A decision of the Board as to the correct interpretation, effect or application of these Rules will be final.

10. ADVICE

Eligible Persons should obtain their own independent advice at their own expense on the financial, taxation and other consequences relating to participation in the Plan.