



Dividend Reinvestment Plan

February 2019





1. SUMMARY OF THE PLAN

Reinvesting in B Class Shares in SunRice is simple and optional

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The Ricegrowers Limited (SunRice) Dividend Reinvestment Plan (Plan) is an optional, convenient way to reinvest all or part of your dividend in additional B Class Shares in SunRice.

Participation in the Plan is entirely optional. You can elect to join by using the application form provided, or, if you prefer, you can continue to receive cash dividends.

You can choose to reinvest all of your dividend income in additional B Class Shares in SunRice, or just a portion of your dividend. If you elect to participate in the Plan, each time a dividend is due to be paid to you the proportion you have chosen will be automatically reinvested in B Class Shares in SunRice.

All Shareholders resident in Australia can participate, subject to any law and the Constitution of SunRice.

How do I participate in the Plan

Complete the enclosed application form and return it in accordance with the instructions.

When will my participation begin?

Participation begins with the first dividend payment after receipt of your application form. The form must be received by 5pm on the date of determination of entitlement (or such other date as notified), to be effective for that dividend. Participation automatically applies to all subsequent dividends.

Issue Price of B Class Shares

B Class Shares under the Plan will be issued at a price determined by the Board from time to time. The number of shares you are issued will be calculated using the formula set out in the Plan's Terms and Conditions.

Plan shares are the same as other B Class Shares in SunRice

B Class Shares issued under the Plan have all of the same rights as other B Class Shares in SunRice, as set out in the Constitution.

How can I keep a record of my participation in the Plan?

After each SunRice dividend, you will be sent a statement which will show amongst other details, the cash value of your dividend entitlement, the number of shares you received under the Plan and the issue price of those shares.



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Can I change my participation at any time?

Yes. If you want to change or discontinue your participation in the Plan you should contact Link Market Services on 1800 237 764 or Lena Henman on 02 6953 0404, and they will advise you on the steps you need to take.

What are the Terms and Conditions?

The Terms and Conditions of the Plan follow this summary. Before deciding on whether you wish to participate in this Plan, please read the Terms and Conditions carefully. If you elect to participate in the Plan you will be bound by these Terms and Conditions.

Can the Plan be modified or cancelled?

The Plan may be modified, suspended, recommenced or terminated by the Board of SunRice at any time.

Maximum shareholding

B Class Shares will not be issued under the Plan if the issue would breach any law or the Constitution of SunRice.

What are the taxation implications?

Under current law and practice, for Australian income tax purposes the tax treatment of a dividend reinvested under this Plan will be the same as if you received a dividend in cash.

If you require investment or taxation advice on any aspects of the Plan or on your existing SunRice shareholding, you should contact an accountant or a professional adviser. Neither SunRice nor our Share Registry can provide you with advice on these matters.

Any other questions?

If you have any other questions about your SunRice shareholding or this Plan, please telephone Link Market Services on 1800 237 764 or Lena Henman on 026953 0404.

This information is important. Should you have any doubt about how to deal with it, please consult a suitably qualified adviser.

2. TERMS AND CONDITIONS

2.1 Participating in the Plan.

A Shareholder may elect to receive additional Shares instead of cash for Dividends declared by SunRice in respect of all or some of their Shares.

Participation in the Plan is:

- optional;
- subject to the Terms and Conditions; and
- may be varied or terminated by a Participant at any time.

2.2 Eligibility to Participate

Subject to clauses 3 and 4, each Shareholder is eligible to participate in the Plan.

2.3 Issue in Contravention of applicable Law or Constitution

If, in the opinion of the Board, the issue of Shares under the Plan or the holding of those Shares by a Participant may breach a provision of an Applicable Law or the Constitution, the Board may:

- (a) decline to issue those Shares;
- (b) reduce the issue of those Shares on a proportionate basis; or
- (c) reduce or suspend the participation of that Participant in the Plan.

2.4 Foreign Shareholders

Unless otherwise determined by the Board, a Shareholder who is ordinarily resident outside Australia is not eligible to participate in the Plan.

2.5 Application to Participate

2.5.1 Application to participate in the Plan must be made on an Application Form signed by the Shareholder.

2.5.2 The Board may, in its absolute discretion, accept or refuse any Application.

2.5.3 The details of a Participant recorded by SunRice remain in force until the Participant varies them by notice to SunRice in accordance with these Terms and Conditions.



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2.6 Extent of Participation

- 2.6.1 A Shareholder eligible to participate in the Plan may elect to participate in the Plan:
- 2.6.1.1 in respect of all Shares registered in that Shareholder's name ("Full Participation"); or
- 2.6.1.2 in respect of only some of the Shares registered in that Shareholder's name ("Partial Participation").
- 2.6.2 Under Full Participation, all Shares registered in the Participant's name at the time of commencement of the Participant's Full Participation, and all Shares subsequently registered in the Participant's name (including Shares issued under the Plan), will participate in the Plan.
- 2.6.3 Under Partial Participation, only that number of Shares indicated by the Participant for participation in the Plan will participate in the Plan.
- 2.6.4 An Application Form received by SunRice that does not indicate the extent of participation may, without notice to the Shareholder and at the discretion of the Board, be rejected or may be treated by SunRice to be an Application for Full Participation. SunRice will not be liable to any Shareholder for any loss, damage or claim in relation to the Board's action under this clause.
- 2.6.5 An Application Form received by SunRice that indicates a number of Participating Shares in excess of the number of Shares held by the Shareholder making the Application, will be deemed to be an Application for Full Participation.
- 2.6.6 Notwithstanding any other provision in this Plan, a Shareholder cannot elect to participate in the Plan:
- 2.6.6.1 or more than the Maximum Participation; or
- 2.6.6.2 for less than the Minimum Participation.

2.7 Operation of Plan

- 2.7.1 On each Dividend Payment Date, the Board will allot to each Participant a number of Shares determined by the following formula:

$$\frac{S \times D}{C}$$

where:

S = the number of Participating Shares held by the Participant (being not more than the Maximum Participation and not less than the Minimum Participation).

D = the amount of the Dividend payable to the Participant on that Dividend Payment Date (less any applicable withholding tax) in respect of one Participating Share (expressed in terms of cents with fractions of cents rounded to the nearest full cent).

C = the Issue Price.

2.7.2 Any fractions arising from the calculation under clause 7.1 will be rounded down to the next whole number of Shares. Any residual amount arising from this rounding down in relation to a Participant will be carried forward on behalf of the Participant and applied in the next dividend. No interest will accrue on amounts carried forward and, if a Participant terminates their involvement in the Plan, any balance at that time will be paid out to the Participant.

2.8 Shares Allotted Under the Plan

All Shares issued under the Plan will rank equally in all respects with all other Shares.

2.9 Limits on Participation

The Board may at any time set a Minimum Participation or a Maximum Participation.

2.10 No cost to Shareholders

No brokerage, commission, stamp duty or other transaction costs will be payable by Shareholders for Shares issued under the Plan.

2.11 Variation to or termination of participation

2.11.1 A Participant may at any time by giving notice in the prescribed form (if any) to SunRice:

2.11.1.1 increase or decrease the number of its Participating Shares as follows:

- (i) move from Full Participation to Partial Participation or from Partial Participation to Full Participation; or
- (ii) maintain Partial Participation but increase or decrease the number of its Participating Shares; or

2.11.1.2 terminate its participation in the Plan.

2.11.2 A Participant's participation in the Plan terminates:

2.11.2.1 on receipt by SunRice of a notice in accordance with these Terms and Conditions;

2.11.2.2 on the date of registration of a transfer of all of the Participant's Participating Shares;

2.11.2.3 on termination of the Plan by SunRice under these Terms and Conditions;

2.11.2.4 on receipt of notice of the Participant's death in accordance with these Terms and Conditions; or

2.11.2.5 on the Participant ceasing to be eligible to participate in the Plan.

2.11.3 If a Participant dies, participation by that Participant and any other Participants with whom the deceased was a joint Participant will be terminated upon receipt by SunRice of notice of the death of the Participant.

2.11.4 If a Participant transfers Participating Shares, those Shares will cease to be Participating Shares.

2.12 Notices

All notices must be in writing and in a form required by SunRice.

2.13 Participant's Acknowledgement

By applying to participate in the Plan, an applicant:

- (a) warrants to SunRice that it is eligible to participate in the Plan;
- (b) authorises SunRice (and its officers or agents) to correct any error in, or omission from, its Application Form; and
- (c) acknowledges that SunRice may, in its absolute discretion, accept or refuse the applicant's Application.

2.14 Suspension, modification and termination of the Plan

2.14.1 The Plan may be suspended, modified, recommenced or terminated by the Board at any time.

2.14.2 A modification, suspension, recommencement or termination of the Plan will take effect on such date as the Board determines.

2.14.3 Any modification, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right or action against, SunRice.

2.14.4 If the Terms and Conditions of the Plan are modified, a Participant continues to participate under the modified Plan, unless the Participant terminates its participation in the Plan.

2.14.5 The Board may settle in such manner as they think expedient, any difficulties, anomalies or disputes which may arise under or in connection with the Plan, whether generally or in relation to any Shareholder or any Shares.

2.15 Taxation

2.15.1 Neither SunRice nor its Board, officers, employees, representatives or agents:

- 2.15.1.1 take any responsibility or assume any liability for the taxation liabilities of any Participant in connection with the Plan; or



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2.15.1.2 represent or warrant that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the Plan.

2.15.2 As individual circumstances and laws vary considerably, specific taxation advice from professional advisers should be obtained by each Participant.

2.16 Stock Exchange Listing

If the Shares are quoted on a stock exchange, SunRice will apply for Shares issued under the Plan to be quoted on that stock exchange.

2.17 Definitions

2.17.1 In these Terms and Conditions:

"**Applicable Law**" means:

- (a) Corporations Act 2001 (Cth) and any other law relating to the issue or holding of Shares; and
- (b) in the event the Shares are listed on a stock exchange, the listing rules of the stock exchange ("Listing Rules").

"**Application**" means an application by a Shareholder to become a Participant.

"**Application Form**" means a form approved by the Board for participation in the Plan.

"**Board**" means the board of directors of SunRice.

"**Constitution**" means the constitution of SunRice.

"**Dividend**" means any dividend payable by SunRice in respect of a Share.

"**Dividend Payment Date**" means the date on which SunRice pays a Dividend.

"**Issue Price**" means the price at which Shares will be issued under this Plan as determined by the Board from time to time.

"**Maximum Participation**" means the maximum number of Shares, as set by the Board in its discretion from time to time, which a Participant may elect to be Participating Shares.

"**Minimum Participation**" means the minimum number of Shares, as set by the Board in its discretion from time to time, which a Participant may elect to be Participating Shares.

"**Participant**" means a Shareholder participating in the Plan.

"**Participating Share**" means a Share participating in the Plan.

"**Plan**" means the SunRice Dividend Reinvestment Plan.

"**Share**" means a B Class Share in SunRice.

"**Shareholder**" means a registered holder of a Share.



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"SunRice" means Ricegrowers Limited ABN 55 007 481 156.

"Terms and Conditions" means the terms and conditions of the Plan from time to time.

2.18 Interpretations

2.18.1 In these Terms and Conditions, unless the contrary intention appears:

- (a) a word denoting any gender includes all genders;
- (b) a word denoting an individual includes a corporation and vice versa;
- (c) a word denoting the singular includes the plural and vice versa;
- (d) headings are for ease of reference only and do not affect the meaning; and
- (e) a reference to a clause is a reference to a clause of these Terms and Conditions (unless stated otherwise).

2.18.2 These Terms and Conditions are subject to Applicable Law and the Constitution.