

THE HARVARD GROUP LIMITED AND ASSOCIATES

FULL CASH OFFER FOR JUST WATER INTERNATIONAL LIMITED

15 CENTS PER SHARE

IMPORTANT

If you are in doubt as to any aspect of this offer, you should consult your financial or legal adviser.

If you have sold all your shares in Just Water International Limited to which this offer applies, you should immediately hand this offer document and the accompanying acceptance form to the purchaser or the agent (e.g. the broker) through whom the sale was made, to be passed to the purchaser.

Just Water International Limited's target company statement, together with an independent adviser's report on the merits of this offer and another independent adviser's report on the fairness and reasonableness of the consideration and terms of this offer as between classes of securities either accompanies this offer or will be sent to you within 14 days and should be read in conjunction with this offer.

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR URGENT ATTENTION

SUMMARY OF THIS OFFER

The Harvard Group Limited (“**Harvard**”), together with its associates, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust, Heather Jeanette Falkenstein and Ian Donald Malcolm as trustees of the Jeanette Trust, Anthony Edwin Falkenstein as sole trustee of The Renate Share Trust, Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited as trustees of the Mairangi Trust, Anthony Edwin Falkenstein, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust as bare trustees for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust, Anthony Edwin Falkenstein and Christopher Roy Saunders as trustees of the Falkenstein Onehunga Business School Charitable Trust and Anthony Edwin Falkenstein and Gregory Paul Whittred as trustees of the Falkenstein University of Auckland Business School Charitable Trust (together, “**Harvard JV**”, “**we**” or “**us**”) are parties to an unincorporated joint venture agreement and are associates of each other for the purposes of the Takeovers Code.

Harvard JV is offering to acquire all of the fully paid ordinary shares (“**Just Water Shares**”) in Just Water International Limited (“**Just Water**”) not already held by Harvard JV and all of the options to subscribe for Just Water Shares¹ (“**Just Water Options**”). The key terms of Harvard JV’s Offer are:

Offeror and Offer Price	Harvard JV is offering 15 cents per Just Water Share in cash.
Full Offer	This Offer is for 100% of the Just Water Shares not already held by Harvard JV and 100% of the Just Water Options.
How to ACCEPT	If you wish to accept the Offer, please refer to the section “ <i>How to accept the Offer</i> ” on page 3 of this Offer Document and the Acceptance Form enclosed with this Offer Document. All Just Water Shares and Just Water Options acquired under this Offer will be transferred to and paid for by Harvard as legal and beneficial owner but in its capacity as a member of Harvard JV.
Conditions	This Offer is subject to the conditions set out in paragraphs 4 and 5.1 of this Offer Document. These conditions include: <ul style="list-style-type: none"> • receipt of acceptances which will result in Harvard JV becoming the holder or controller of more than 90% of the voting rights in Just Water; • that there is no material adverse change in respect of Just Water during the period from the date of the Takeover Notice to the date on which we declare the Offer unconditional; and • that there is no decline in the NZX Main Board NZX 50 Index of 10% or more for a period of two or more consecutive trading days during the period from 1 October 2014 to the date on which the Offer is declared unconditional. The conditions may be waived by us in our discretion.
Offer Period	This Offer is dated [x] 2014 (“ Offer Date ”) and remains open for acceptance until 11.59pm on [x] 2014 (“ Closing Date ”) (unless

¹ At the date of this Offer, 600,000 options (in aggregate) have been granted to two senior officers of Just Water. Under Rule 8(2) of the Takeovers Code, this Offer must include an offer for all of these options. Further information in respect of these options is set out in Schedule 1.

	extended in accordance with the Takeovers Code).
Payment Date	<p>If you accept this Offer you will be paid no later than seven days after the later of:</p> <ul style="list-style-type: none"> • the date on which your acceptance is received by us; • the date on which our Offer becomes unconditional; or • <input checked="" type="checkbox"/> 2014.
Brokerage Costs	You will not pay any brokerage costs if you accept our Offer.
Important Contacts	<p>If you have any questions about our Offer or you require any further copies of this Offer Document and/or any of the enclosures you should contact Just Water's registrar, Link Market Services Limited:</p> <p>Telephone: +64 9 375 5998 Fax: +64 9 375 5990 Email: enquiries@linkmarketservices.co.nz</p> <p>Alternatively, you should contact your financial or legal adviser.</p>

THIS IS A SUMMARY ONLY OF THIS OFFER. DETAILED TERMS AND CONDITIONS OF THIS OFFER ARE SET OUT ON THE FOLLOWING PAGES OF THIS OFFER DOCUMENT. YOU SHOULD READ THESE CAREFULLY.

HOW TO ACCEPT THIS OFFER

<p>Closing Date</p>	<p>This Offer closes 11.59pm on [x] 2014 (unless extended in accordance with the Takeovers Code).</p> <p>If you wish to ACCEPT this Offer, you must ensure that your acceptance is sent AS SOON AS POSSIBLE, but in any event so that it is received by Harvard JV on or before the Closing Date.</p>
<p>How to ACCEPT</p>	<p>Complete the enclosed Acceptance Form in accordance with the instructions set out on that form and either, mail, hand deliver, fax or email it, as follows:</p> <p>mail (in the enclosed prepaid envelope) to:</p> <p>Harvard JV c/- Link Market Services Limited PO Box 91976 Auckland 1142 New Zealand</p> <p>hand deliver to:</p> <p>Harvard JV c/- Link Market Services Limited Level 7, Zurich House 21 Queen Street Auckland 1010 New Zealand</p> <p>fax to:</p> <p>Harvard JV, c/- Link Market Services Limited, on +64 9 375 5990.</p> <p>If you do this, you should post your original Acceptance Form to the address in sub-paragraph (a) above (although if you do not your acceptance will still be valid); or</p> <p>email to:</p> <p>Harvard JV, c/- Link Market Services Limited at: enquiries@linkmarketservices.co.nz</p> <p>If you do this, please type "Just Water Acceptance" in the subject line for easy identification and you should post your original Acceptance Form to the address in sub-paragraph (a) above (although if you do not your acceptance will still be valid).</p>
<p>If you have lost your Acceptance Form or if you have any other questions in relation to the Offer</p>	<p>Please contact Link Market Services Limited on:</p> <p>Telephone: +64 9 375 5998 Fax: +64 9 375 5990 Email: enquiries@linkmarketservices.co.nz</p> <p>Alternatively, you should contact your financial or legal adviser.</p>

WHY YOU SHOULD ACCEPT THIS OFFER

The Offer Price is a fair price and represents a significant premium

- 15 cents per share provides an approximate 53% premium to the average share price for Just Water Shares over the 2014 calendar year to 9 October 2014 (being the date on which Just Water International Limited announced a potential offer for Just Water Shares)..
- Just Water Shares have traded as low as 9 cents over the course of the 2014 calendar year.
- The average share price for Just Water Shares over the last four years has been approximately 11 cents. This Offer provides an approximate 35% premium to this average share price.
- The Offer Price is for cash and no brokerage will be payable by accepting shareholders.

Alternative proposals have been considered

- Early in 2014, Just Water was approached by PricewaterhouseCoopers which had identified potential purchasers of either the business or shares of Just Water. Following initial non-binding indicative bids from two parties and a lengthy due diligence process, the Board of Just Water received a confirming but still non-binding indicative offer from one of those parties, an offshore water-cooler company, at an offer price of 14.3 cents per share (14.6 cents after adjusting for Just Water's correct net debt figure). However, the indicative offer remained highly conditional, including on finance and other matters within the party's discretion, and would have involved considerable time delay before it could be implemented, if indeed it were to proceed.
- This Offer is at a higher offer price, has a high degree of certainty of proceeding, a higher certainty of outcome and is ready to proceed without the conditions, contingencies or time delay involved in the indicative offer received from the offshore party.

This Offer provides you with an opportunity to realise your investment

- Just Water Shares trade very infrequently. Over the three months prior to 9 October 2014, only 1,697,700 Just Water Shares were traded on the NZAX. This represents only 1.9% of the Just Water Shares on issue.
- Just Water has not announced a dividend since late 2009 and in Just Water's 2014 Annual Report the Board advised that "*there will be no dividend in the current year as the Group focuses on debt reduction, profitability and growing the business.*"²

² Page 3, Just Water International Limited – 2014 Annual Report.

TERMS AND CONDITIONS OF OFFER

The Harvard Group Limited (“**Harvard**”), together with its associates, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust, Heather Jeanette Falkenstein and Ian Donald Malcolm as trustees of the Jeanette Trust, Anthony Edwin Falkenstein as sole trustee of The Renate Share Trust, Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited as trustees of the Mairangi Trust, Anthony Edwin Falkenstein, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust as bare trustees for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust, Anthony Edwin Falkenstein and Christopher Roy Saunders as trustees of the Falkenstein Onehunga Business School Charitable Trust and Anthony Edwin Falkenstein and Gregory Paul Whittred as trustees of the Falkenstein University of Auckland Business School Charitable Trust (together, “**Harvard JV**”) are parties to an unincorporated joint venture agreement and are associates of each other for the purposes of the Takeovers Code.

Harvard JV offers to purchase, on the terms and conditions set out in this Offer Document, all of the fully paid ordinary shares (“**Just Water Shares**”) in Just Water International Limited (“**Just Water**”) not already held by Harvard JV and all options to subscribe for Just Water Shares³ (“**Just Water Options**”) (the “**Offer**”).

1. THIS OFFER

- 1.1 Harvard JV offers to acquire all of the Just Water Shares not already held by members of Harvard JV and all of the Just Water Options, including all rights, benefits, and entitlements attached thereto on, after, or by reference to, 1 October 2014 (the “**Effective Date**”).
- 1.2 This Offer is dated **[x]** 2014 (the “**Offer Date**”) and remains open for acceptance until 11.59 pm on **[x]** 2014, or such later date (if any) to which the Offer may be extended in accordance with the Takeovers Code (the “**Closing Date**”). The period from and including the Offer Date up to the Closing Date is referred to as the “**Offer Period**”.

2. OFFER PRICE

- 2.1 The price offered by Harvard JV for each:
- (a) Just Water Share is 15 cents in cash;
 - (b) Just Water Option is as set out in Schedule 1,
- subject to any adjustment in accordance with paragraph 6.1 or paragraph 6.4.
- 2.2 If this Offer becomes unconditional, Harvard will pay the applicable offer price set out in paragraph 2.1 to each:
- (a) shareholder who accepts this Offer (each, an “**Accepting Shareholder**”); and
 - (b) optionholder who accepts this Offer (each, an “**Accepting Optionholder**”),
- no later than seven days after the later of:
- (c) the date on which that Accepting Shareholder’s or Accepting Optionholder’s acceptance is received by Harvard JV;

³ At the date of this Offer, 600,000 options (in aggregate) have been issued to two senior officers of Just Water. Under Rule 8(2) of the Takeovers Code, this Offer must include an offer for these options. Further information in respect of these options is set out in Schedule 1.

(d) the date on which this Offer becomes unconditional; or

(e) 2014.

2.3 The price payable to each Accepting Shareholder or Accepting Optionholder will be paid by cheque sent by ordinary mail or paid in cleared funds by electronic transfer (at the election of the Accepting Shareholder or Accepting Optionholder). Accepting Shareholders or Accepting Optionholders who elect to receive payment by electronic transfer may be charged fees by their bank or financial institution.

2.4 If the price payable to an Accepting Shareholder or Accepting Optionholder is not sent to that Accepting Shareholder or Accepting Optionholder within the period specified in paragraph 2.2, that Accepting Shareholder or Accepting Optionholder may withdraw their acceptance of this Offer by notice in writing to Harvard JV, but only:

(a) after the expiration of seven days' written notice to Harvard JV of that Accepting Shareholder's or Accepting Optionholder's intention to do so; and

(b) if that Accepting Shareholder or Accepting Optionholder does not receive the price to which they are entitled during the seven day period referred to in paragraph 2.4(a).

3. TERMS OF THE OFFER

Terms and key dates

3.1 Unless this Offer is withdrawn in its entirety with the consent of the Takeovers Panel in accordance with the Takeovers Code and every person is released from every obligation incurred under the terms of this Offer, or unless this Offer lapses in accordance with its terms, this Offer remains open for acceptance until and including the Closing Date.

3.2 Under the Takeovers Code, the latest date on which Harvard JV can declare this Offer unconditional is 14 days after the Closing Date (excluding, for the purposes of this paragraph 3.2, any extension of this Offer under Rule 24B of the Code). Consequently:

(a) If this Offer is not extended and the Offer Period ends on 2014, then the latest date under the Takeovers Code by which Harvard JV can declare this Offer unconditional is 2014.

(b) If this Offer is extended, the latest date by which Harvard can declare this Offer unconditional is the date that is 14 days after the end of the Offer Period as extended (excluding any extension of this Offer under Rule 24B of the Code). If the Offer Period is extended, Harvard JV will specify in the variation notice the new date by which it must declare this Offer unconditional.

3.3 If this Offer is not declared unconditional, or if the conditions to it are not waived by Harvard JV, by the latest date contemplated by paragraph 3.2, this Offer will lapse and Harvard JV and every Accepting Shareholder or Accepting Optionholder will be released from their obligations under this Offer (and the contract arising from their acceptance of it).

3.4 This Offer is open for acceptance by any person who holds Just Water Shares or Just Water Options. A holder of Just Water Shares or Just Water Options may accept this Offer in respect of all or any of their Just Water Shares or Just Water Options. Each acceptance must be free of all conditions of acceptance of any nature whatsoever. If a holder of Just Water Shares or Just Water Options attempts or purports to impose any

condition of acceptance, it will be void and of no effect and Harvard JV will be entitled to treat that holder's acceptance as a valid and binding acceptance of the Offer free and clear of the condition of acceptance.

Transfer of title to Just Water Shares and Just Water Options

- 3.5 Legal and beneficial title to all Just Water Shares and Just Water Options in respect of which an Accepting Shareholder or Accepting Optionholder has accepted the Offer will pass to Harvard free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any nature whatsoever ("**Encumbrances**"), but together with all rights, benefits and entitlements attaching to them, including, without limitation, the right to all dividends, bonuses and other payments and distributions of any nature attaching to such Just Water Shares or Just Water Options arising on, after, or by reference to, the Effective Date, contemporaneously with the price being sent to the Accepting Shareholder or Accepting Optionholder pursuant to paragraph 2 of this Offer.

Accepting Shareholder and Accepting Optionholder warranties

- 3.6 By accepting this Offer, each Accepting Shareholder and Accepting Optionholder represents and warrants to the members of Harvard JV, jointly and severally, that:
- (a) it is the sole legal and beneficial owner of the Just Water Shares or Just Water Options in respect of which it has accepted this Offer, or is the legal owner and has the necessary power, capacity and authority to accept this Offer in respect of such Just Water Shares or Just Water Options;
 - (b) it has full power, capacity and authority to sell and transfer all Just Water Shares or Just Water Options for which the Accepting Shareholder or Accepting Optionholder has accepted the Offer; and
 - (c) legal and beneficial title to all Just Water Shares or Just Water Options for which the Accepting Shareholder or Accepting Optionholder has accepted the Offer will pass to Harvard free of Encumbrances in accordance with paragraph 3.5.

- 3.7 By accepting this Offer, each Accepting Optionholder agrees to the terms attaching to the Just Water Options held by that Accepting Optionholder being amended to permit:
- (a) registration of the transfer of those Just Water Options to Harvard; and
 - (b) Harvard to exercise all rights attaching to the Just Water Options, on and from the date that this Offer is declared unconditional by Harvard JV, without reference to performance or qualification criteria (other than any criteria requiring payment of subscription moneys) applicable to those Just Water Options as at the date of this Offer.

Accepting Shareholder and Accepting Optionholder covenants

- 3.8 Each Accepting Shareholder and Accepting Optionholder:
- (a) will on request, provide to Harvard JV satisfactory evidence of that person's entitlement to Just Water Shares or Just Water Options and/or a full and immediately effective discharge and release of any and all Encumbrances over the Just Water Shares or Just Water Options in respect of which the person accepted the Offer. Harvard JV may treat an acceptance of the Offer as invalid if an Accepting Shareholder or Accepting Optionholder does not comply with this requirement and is not obliged to notify the Accepting Shareholder or Accepting Optionholder that Harvard JV has done so;

- (b) will not, and will not attempt or agree to, directly or indirectly, sell, transfer, or dispose of, any or all of the Just Water Shares or Just Water Options in respect of which the Accepting Shareholder or Accepting Optionholder has accepted this Offer (other than for acceptance of this Offer itself);
- (c) irrevocably authorises Harvard JV to instruct Just Water and its share registrar to refuse, during the period beginning on date of the Takeover Notice and ending on the date that legal and beneficial ownership of the Accepting Shareholder's Just Water Shares or Accepting Optionholder's Just Water Options transfer to Harvard, to register any transfer of any or all of the Just Water Shares or Just Water Options in respect of which the Accepting Shareholder or Accepting Optionholder has accepted this Offer, except for transfers to Harvard pursuant to this Offer.

4. MINIMUM ACCEPTANCE CONDITION

- 4.1 This Offer, and each contract arising from acceptance of it, is conditional on Harvard JV receiving acceptances to the Offer by no later than the Closing Date that will, on the Offer being declared unconditional and the Just Water Shares the subject of those acceptances being transferred to Harvard, result in Harvard JV holding or controlling not less than 90% of the voting rights in Just Water.

5. FURTHER CONDITIONS OF THIS OFFER

- 5.1 This Offer, and each contract arising from acceptance of it, are subject to the conditions that, except as otherwise agreed in writing by Harvard JV, during the period from the Effective Date until the latest date on which Harvard JV can declare this Offer unconditional (as contemplated by paragraph 3.2):
 - (a) no dividends, bonuses or other payments or distributions (including, without limitation, any share buybacks) of any nature have been or will be declared, paid, or made, upon or in respect of, any of the Just Water Shares or Just Water Options;
 - (b) no further shares, convertible securities, other securities of any nature (including options, rights or interests in any ordinary shares) of Just Water and any of its subsidiaries (together, the "**Just Water Group**"), have been or will be by any member of the Just Water Group issued, agreed to be issued or made the subject of any option or right to subscribe, except fully paid ordinary shares issued on exercise of any of the Just Water Options;
 - (c) there has not been and will be no alteration of the rights, benefits, entitlements and restrictions attaching to any of the Just Water Shares, Just Water Options or other securities (if any) of any member of the Just Water Group;
 - (d) no action, claim, litigation, prosecution, regulatory investigation, regulatory action of any nature or other form of proceedings that, as at the Effective Date, were not publicly notified are publicly notified, commenced or taken:
 - (i) against, or by, any member of the Just Water Group and that are material to the Just Water Group, taken as a whole;
 - (ii) against or in respect of Harvard or Harvard JV in connection with the Offer;
 - (e) that there is no decline in the NZX Main Board NZX 50 Index (Gross) of 10% or more, measured by reference to the level of the NZX 50 Index at 5.00 pm on the day immediately prior to the Effective Date, which decline is maintained for the

trading period of the NZX Main Board of two consecutive trading days or, if it occurs less than 48 hours before the latest date on which Harvard JV can declare this Offer unconditional, is maintained continuously during the trading period of the NZX Main Board during the period until the latest date on which Harvard JV can declare this Offer unconditional.

- (f) there not having occurred any event, change, circumstance, or condition that has had, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of the Just Water Group, taken as a whole (including without limitation any natural disaster, accident, change of law, regulation, announcement of change in governmental or regulatory policy or act of terrorism);
- (g) there is no person exercising or purporting to exercise or stating an intention to exercise any rights or failing to give any required waiver or consent under any provision of any agreement or other instrument to which any member of the Just Water Group is a party, or by or to which any member of the Just Water Group or any of their assets may be bound or be subject, which results, or could result, to an extent which is material in the context of the Just Water Group taken as a whole, in:
 - (i) any moneys borrowed by any member of the Just Water Group becoming repayable or being capable of being declared repayable immediately or earlier than the repayment date stated in such agreement or other instrument;
 - (ii) any such agreement or other such instrument being terminated or modified or any action being taken or arising thereunder; or
 - (iii) the interest of any member of the Just Water Group in any firm, joint venture, trust, corporation, partnership, or other entity (or any arrangements relating to such interest) being terminated or modified;
- (h) the businesses of the Just Water Group are carried on in the normal and ordinary course, including without limitation:
 - (i) no unusual or abnormal payments, commitments or liabilities (including contingent liabilities) which are material or could be material to such companies are made or incurred (or agreed to be made or incurred) by any of those companies;
 - (ii) no member of the Just Water Group disposes of, purchases, transfers, leases, charges, mortgages, grants a lien or other encumbrance over, grants an option or legal or equitable interest in respect of, or otherwise deals with any interest in a material asset, business, operation, real property or subsidiary (or agrees, including agreeing to materially vary any agreement, to do any of these things or makes an announcement in respect of any of them); and
 - (iii) no onerous, long term or material contracts, commitments or arrangements, or any major transactions (as defined in section 129(2) of the Companies Act 1993) are entered into, or materially varied, by any member of the Just Water Group;
- (i) there is no alteration to the constitution of any member of the Just Water Group or to any trust deed (or similar document) under which any securities

have been, or may in the future be, issued by any member of the Just Water Group;

- (j) no liquidator, receiver, receiver and manager, statutory manager, voluntary administrator, or similar official is appointed in respect of any member of the Just Water Group or any of their respective assets;
 - (k) no board resolution or shareholders' resolution of any member of the Just Water Group is passed to do or authorise the doing of any act or matter referred to in any of paragraphs (h) to (j) (inclusive) above.
- 5.2 To the extent required by the Takeovers Code, where any condition requires a determination as to whether a matter is or could reasonably be expected to be material or not, is adverse or not, is onerous or not, is long term or not, is normal or not, is in the ordinary course of business or not, is consistent with past practices or not, or is of a formal or technical (and not substantive) nature or not, before the condition may be invoked, such determination must be made by a suitably qualified expert nominated by Harvard JV who is independent of, and not an associate of, any member of Harvard JV (in terms of the Takeovers Code).
- 5.3 The conditions in paragraphs 4 and 5.1 are for the sole benefit of Harvard JV and, accordingly, each such condition may be waived by Harvard JV in its discretion.
- 5.4 Each condition set out in paragraphs 4 and 5.1 is a separate condition subsequent, and acceptance of this Offer by each Accepting Shareholder or Accepting Optionholder shall constitute a contract between that Accepting Shareholder or Accepting Optionholder and Harvard JV subject to those conditions. The Offer will only proceed if all of the conditions in paragraphs 4 and 5.1 are satisfied or waived.
- 5.5 Harvard JV may not allow the Offer to lapse:
- (a) in unreasonable reliance on a condition of the Offer; or
 - (b) in reliance on a condition of the Offer that restricts Just Water's activities in the ordinary course of Just Water's business during the period beginning on date of the Takeover Notice and ending on the latest date on which Harvard JV can declare this Offer unconditional under paragraph 3.2.

6. CHANGE IN CIRCUMSTANCES

- 6.1 If, on or after the Effective Date, Just Water declares, makes, or pays any dividend or any distribution of any nature whatsoever and either the condition in paragraph 5.1(a) is waived by Harvard JV or this Offer is or becomes unconditional, then, at the election of Harvard JV (and subject to the terms of any such waiver), either:
- (a) each Accepting Shareholder or Accepting Optionholder will be bound to pay to or as directed by Harvard on demand an amount equivalent to such dividend or the value of such other distribution (in each case inclusive of withholding taxes deducted, if applicable) that is received by, or is properly payable to, that Accepting Shareholder or Accepting Optionholder and relates to Just Water Shares or Just Water Options in respect of which that Accepting Shareholder or Accepting Optionholder has accepted this Offer; or
 - (b) the price which would otherwise have been paid to each Accepting Shareholder or Accepting Optionholder for their Just Water Shares or Just Water Options shall be reduced by an amount equivalent to such dividend, payment or the value of such other distribution that is received by, or is properly payable to, that

Accepting Shareholder or Accepting Optionholder and relates to Just Water Shares or Just Water Options in respect of which that Accepting Shareholder or Accepting Optionholder has accepted this Offer.

- 6.2 If, on or after the Effective Date, Just Water authorises, declares, or makes any issue of shares, convertible securities or other securities of any nature (including options, rights or interests in its ordinary shares), by way of bonus issue and either the condition in paragraph 5.1(b) is waived by Harvard JV or this Offer is or becomes unconditional, then each Accepting Shareholder or Accepting Optionholder will, subject to the terms of any such waiver, be bound to transfer, in respect of those Just Water Shares or Just Water Options for which they have accepted this Offer, any such shares, convertible securities, other securities or options, rights and interests to Harvard, without any additional consideration.
- 6.3 If, on or after the Effective Date, Just Water makes any issue of ordinary shares to any person other than by way of bonus issue and either:
- (a) the condition in paragraph 5.1(b) (to the extent that it applies to the issue) is waived by Harvard JV; or
 - (b) this Offer is or becomes unconditional,
- then this Offer will be deemed to be extended to and include such ordinary shares and the price payable for them will be as provided in paragraph 2.1.
- 6.4 If, on or after the Effective Date, all or any of the Just Water Shares are subdivided or consolidated by Just Water then:
- (a) this Offer will be interpreted to take into account that subdivision or consolidation and will be deemed to be for the Just Water Shares resulting from that subdivision or consolidation;
 - (b) the price per Just Water Share and Just Water Option offered under this Offer will be increased or reduced, as the case may require, in proportion to that subdivision or consolidation; and
 - (c) Accepting Shareholders will be bound to transfer those subdivided or consolidated Just Water Shares to Harvard on the basis of the price so increased or reduced.
- 6.5 If an Accepting Shareholder or Accepting Optionholder is required under this paragraph 6 to transfer to Harvard any shares, securities or other rights, then the applicable provisions of the Offer will apply with all necessary modifications to that transfer (including, without limitation, paragraphs 3.4, 3.5, 3.6, 3.7 and 3.8 and the power of attorney in the Acceptance Form).

7. HOW TO ACCEPT THIS OFFER

- 7.1 To accept this Offer, you must complete the Acceptance Form enclosed with this Offer Document in accordance with the instructions printed on it, and return it to Harvard JV as soon as possible, but in any event so as to arrive before the end of the Offer Period, by one of the following methods:

- (a) mail (in the enclosed prepaid envelope) to:

Harvard JV
 c/- Link Market Services Limited
 PO Box 91976
 Auckland 1142
 New Zealand

- (b) hand deliver to:

Harvard JV
 c/- Link Market Services Limited
 Level 7, Zurich House
 21 Queen Street
 Auckland 1010
 New Zealand

- (c) fax to:

Harvard JV, c/- Link Market Services Limited, on +64 9 375 5990.

If you do this, you should post your original Acceptance Form to the address in sub-paragraph (a) above (although if you do not your acceptance will still be valid); or

- (d) email to:

Harvard JV, c/- Link Market Services Limited at:
enquiries@linkmarketservices.co.nz

If you do this, please type "Just Water Acceptance" in the subject line for easy identification and you should post your original Acceptance Form to the address in sub-paragraph (a) above (although if you do not your acceptance will still be valid).

- 7.2 If Harvard JV receives an Acceptance Form after the Closing Date which bears a postmark or other evidence of postage or despatch on or prior to the Closing Date, that Acceptance Form will be deemed (including for the purposes of paragraph 4.1) to have been received by Harvard JV prior to the Closing Date. No acknowledgement of the receipt of your Acceptance Form will be issued by or on behalf of Harvard JV.
- 7.3 Harvard JV may, in its discretion, treat any Acceptance Form as valid notwithstanding that it does not otherwise comply with paragraph 7.1, or any instructions on the Acceptance Form, and may, in its discretion, rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of this Offer and to facilitate registration of the transfer of the relevant Just Water Shares or Just Water Options.
- 7.4 Except as provided in paragraph 2.4 of this Offer Document, acceptances are irrevocable and any person who accepts this Offer ("**Acceptor**") is not entitled to withdraw that person's acceptance, whether or not this Offer has been varied by Harvard JV in accordance with the Takeovers Code.
- 7.5 Harvard JV and every Acceptor shall be released from their obligations under this Offer, and arising from acceptance of this Offer, if:
- (a) this Offer is withdrawn with the consent of the Takeovers Panel; or

- (b) this Offer lapses as a result of any condition in paragraphs 4 and 5.1 not being satisfied or waived (if capable of waiver) by the latest date for satisfaction or waiver of that condition.

If the Offer is withdrawn or lapses, Harvard JV may destroy all Acceptance Forms.

7.6 This Offer is open for acceptance by all persons who hold Just Water Shares or Just Water Options whether acquired before or after the Offer Date.

7.7 During the Offer Period, Harvard JV may choose to engage the services of one or more Primary Market Participants (in terms of the NZX Participant Rules) or other financial advisory firms (together, "**Brokers**") to contact Just Water shareholders and receive Acceptance Forms. If Harvard JV chooses to do this, the key terms of the engagement will be as follows:

- (a) For each completed and valid Acceptance Form procured by a Broker, Harvard JV will, subject to the terms set out in this paragraph 7.7, pay that Broker a handling or procurement fee in respect of the Just Water Shares the subject of that Acceptance Form ("**Handling Fee**"). The amount of the Handling Fee will be 2% of the consideration payment by Harvard under the Offer to the relevant Acceptor in respect of the Acceptance Form received, subject to a maximum Handling Fee of \$100 per Acceptor.
- (b) The Broker will be paid, and receive, the Handling Fee solely in connection with its services to Harvard JV and must not, directly or indirectly, pass any or all of the Handling Fee on to any Acceptor, or share the Handling Fee with any Acceptor.
- (c) The payment of a Handling Fee to a Broker in respect of an Acceptance Form procured by that Broker is in all respects conditional on:
 - (i) the Offer being declared unconditional by Harvard JV;
 - (ii) the Just Water Shares which are the subject of that Acceptance Form being validly transferred to Harvard; and
 - (iii) the Acceptance Form being delivered in accordance with paragraph 7.1 and being stamped by the Broker (and only that Broker).
- (d) The conditions referred to in paragraph 7.7(c) are for the sole benefit of Harvard JV and, accordingly, each such condition may be waived, in whole or part and in respect of all Acceptance Forms procured by Brokers or in respect of any one or more particular Acceptance Form(s) only, by Harvard JV, on such terms as it decides, in its sole discretion.
- (e) Harvard JV may, in determining the Handling Fee payable to a Broker, aggregate and/or disregard any acceptance of the Offer procured by that Broker if Harvard JV believes that a party has structured holdings of Just Water Shares for the purpose or with the effect of enabling parties to take advantage of the arrangements described in this paragraph 7.7.
- (f) Harvard JV will determine, in its sole discretion, any disputes relating to the payment of a Handling Fee. The determination of Harvard JV will be final and binding on all parties.

8. METHOD OF SETTLEMENT

8.1 If:

- (a) this Offer is declared unconditional; and
- (b) an Accepting Shareholder's or Accepting Optionholder's Acceptance Form is in order (or any error or omission from the Acceptance Form is rectified by Harvard JV or is otherwise accepted by Harvard JV as valid under paragraphs 7.2 or 7.3),

then, at the election of the Accepting Shareholder or Accepting Optionholder, Harvard will either send a cheque (by ordinary mail) or make an electronic transfer of cleared funds for the aggregate amount payable (unless adjusted under paragraphs 6.1 or 6.4) in accordance with paragraph 2.1 above to the Accepting Shareholder or Accepting Optionholder, by the date specified in paragraph 2.2. If an Accepting Shareholder or Accepting Optionholder does not select a method of payment, or the details that it provides (including those already held by Just Water's share registrar) are not sufficient to effect an electronic transfer, then that Accepting Shareholder or Accepting Optionholder will be paid by cheque.

8.2 All cheques, electronic funds transfers, Acceptance Forms and other documents to be delivered, sent by or transferred to an Accepting Shareholder or Accepting Optionholder will be delivered, sent by, or transferred to, that Accepting Shareholder or Accepting Optionholder at that Accepting Shareholder's or Accepting Optionholder's own risk.

9. NOTICES

9.1 Notices given to Just Water, the Takeovers Panel and NZX Limited:

- (a) declaring this Offer unconditional; or
- (b) advising that this Offer is withdrawn in accordance with the Takeovers Code; or
- (c) advising that this Offer has lapsed in accordance with its terms or the Takeovers Code,

will, in each case, be deemed to be notice to all Just Water Shareholders and Just Water Optionholders when so given.

9.2 Notice of any variation of this Offer will be sent to Just Water, the Takeovers Panel, NZX Limited and, except where it is not required in accordance with the Takeovers Code, to each Just Water Shareholder and Just Water Optionholder under this Offer.

9.3 Harvard is authorised by all the members of Harvard JV to receive and give notices on their behalves from and to Just Water Shareholders and Just Water Optionholders. Notices to and from Harvard will be deemed received and given to and by Harvard JV and by its members.

10. FURTHER INFORMATION AND MISCELLANEOUS

10.1 Further information relating to this Offer, as required by Schedule 1 to the Takeovers Code, is set out in Schedule 2 to this Offer and forms part of this Offer Document.

10.2 In this Offer Document:

- (a) any reference to the Takeovers Code means the takeovers code approved in the Takeovers Code Approval Order 2000 (SR 2000/210) as amended (including by

any applicable exemption granted by the Takeovers Panel under the Takeovers Act 1993);

- (b) except if expressly defined in this Offer Document, or where the context requires otherwise, terms defined in the Takeovers Code have the same meaning in this Offer Document;
 - (c) references to amounts of money are to New Zealand currency and to times are to New Zealand time;
 - (d) headings are for convenience only and do not affect the interpretation of this Offer Document or any Acceptance Form; and
 - (e) the singular includes the plural and vice versa.
- 10.3 This Offer may be varied by Harvard JV in accordance with Rule 27 of the Takeovers Code.
- 10.4 This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand, and the parties to any such contract submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 10.5 The provisions set out in the Acceptance Form are part of the terms of this Offer.
- 10.6 If there is an inconsistency between the terms and conditions of this Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 or the Takeovers Code (as the case may be) will prevail.

SCHEDULE 1: JUST WATER OPTIONS

Harvard JV offers to acquire the following Just Water Options, on the term set out in this Offer Document, and for the consideration set out in the table below (subject to adjustment in accordance with paragraph 6.1 or paragraph 6.4 of the Offer Document):

Just Water Options	Consideration per Just Water Option
250,000 options issued to Eldon Roberts on 15 December 2011 (" A Options "). Each A Option confers the right to subscribe for one Just Water Share at an exercise price of \$0.12 per Just Water Share payable in cash. The A Options must be exercised during the period commencing on 30 September 2014 and ending on 30 November 2014.	3 cents
100,000 options issued to Eldon Roberts on 3 July 2013 (" B Options "). Each B Option confers the right to subscribe for one Just Water Share at an exercise price of \$0.15 per Just Water Share payable in cash. The B Options must be exercised during the period commencing on 30 September 2015 and ending on 30 November 2015.	2.1 cents
125,000 options issued to Ian Ormiston on 20 September 2013 (" C Options "). Each C Option confers the right to subscribe for one Just Water Share at an exercise price of \$0.14 per Just Water Share payable in cash. The C Options must be exercised during the period commencing on 30 September 2015 and ending on 30 November 2015.	2.5 cents
125,000 options issued to Ian Ormiston on 20 September 2013 (" D Options "). Each D Option confers the right to subscribe for one Just Water Share at an exercise price of \$0.14 per Just Water Share payable in cash. The D Options must be exercised during the period commencing on 30 September 2016 and ending on 30 November 2016.	3.3 cents

<p>SCHEDULE 2: INFORMATION REQUIRED BY SCHEDULE 1 TO THE TAKEOVERS CODE</p>
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The information required by Schedule 1 to the Takeovers Code, and not stated elsewhere in this Offer Document, is set out below. Where any information required by Schedule 1 to the Takeovers Code is not applicable, no statement is made regarding that information. The following matters are stated as at the date of the Takeover Notice.

1. DATE

This Offer is dated 2014.

2. OFFEROR AND ITS DIRECTORS

2.1 The Offeror is an unincorporated joint venture named Harvard JV. The names and addresses of the participants in and members of Harvard JV are:

The Harvard Group Limited
Unit 1, 36 Sale Street
Victoria Quarter Precinct
Auckland, 1010
New Zealand

Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Heather Jeanette Falkenstein and Ian Donald Malcolm as trustees of the Jeanette Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein as sole trustee of The Renate Share Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited as trustees of the Mairangi Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein
3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust as bare trustees for Anthony Edwin Falkenstein and Leon Fourie as trustees for the Falkenstein Unitec Business School Charitable Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein and Christopher Roy Saunders as trustees of the Falkenstein Onehunga Business School Charitable Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

Anthony Edwin Falkenstein and Gregory Paul Whittred as trustees of the Falkenstein University of Auckland Business School Charitable Trust
c/o 3 Dudley Road
Mission Bay
Auckland, 1071
New Zealand

2.2 The persons occupying a position in Harvard JV that is comparable to that of a director of a company as at the date of the Takeover Notice are:

- Anthony Edwin Falkenstein
- Ian Donald Malcolm

3. TARGET COMPANY

3.1 The target company is Just Water International Limited (NZAX:JWI).

4. OWNERSHIP OF EQUITY SECURITIES OF JUST WATER

4.1 The table below details the number, designation and percentage of equity securities of any class of Just Water held or controlled by:

- (a) Harvard JV;
- (b) any related company of Harvard JV;
- (c) any person acting jointly or in concert with Harvard JV;
- (d) any director of any of the persons described in paragraphs (a) to (c); and
- (e) any other person holding or controlling 5% or more of the class, to the knowledge of Harvard JV.

Name	Description	Number of equity securities held or controlled	Type of equity security	Percentage of class
Harvard JV ⁴	Offeror and persons holding or controlling more than 5%	63,343,652	Just Water Shares	70.79%
Anthony Edwin Falkenstein ⁵	Offeror, director of Harvard and person holding or controlling more than 5%	62,075,652	Just Water Shares	69.38%
Ian Donald Malcolm ⁶	Offeror, director of Harvard, person holding or controlling more than 5%	59,066,893	Just Water Shares	66.01%
The Harvard Group Limited	Offeror and person holding or controlling more than 5%	53,936,342	Just Water Shares	60.28%
Springfresh Marketing Pty Limited	Person holding or controlling more than 5%	5,654,320	Just Water Shares	6.32%
Anthony Edwin Falkenstein and Ian Donald Malcolm (jointly) ⁷	Offeror	3,268,000	Just Water Shares	3.65%

⁴ The members of Harvard JV are Harvard, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust, Heather Jeanette Falkenstein and Ian Donald Malcolm as trustees of the Jeanette Trust, Anthony Edwin Falkenstein as sole trustee of The Renate Share Trust, Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited as trustees of the Mairangi Trust, Anthony Edwin Falkenstein, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust as bare trustees for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust, Anthony Edwin Falkenstein and Christopher Roy Saunders as trustees of the Falkenstein Onehunga Business School Charitable Trust and Anthony Edwin Falkenstein and Gregory Paul Whittred as trustees of the Falkenstein University of Auckland Business School Charitable Trust.

⁵ Anthony Edwin Falkenstein holds 796,310 Just Water Shares (0.95%) in his own name.

In addition, Anthony Edwin Falkenstein is a director of Harvard and, together with Ian Donald Malcolm as trustees of the Edwin Trust, a 40% shareholder of Harvard. Anthony Edwin Falkenstein is also a director and 50% shareholder of Yada Holdings No. 1 Limited as corporate trustee of the Leonard Trust, which is a 20% shareholder of Harvard. Harvard holds 53,936,342 Just Water Shares (60.28%).

In addition, Anthony Edwin Falkenstein:

- together with Ian Donald Malcolm, holds 3,268,000 Just Water Shares (3.65%) as trustees of the Edwin Trust, 2,000,000 of these Just Water Shares (2.24%) are held on bare trust for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust;
- together with Christopher Roy Saunders, holds 2,000,000 Just Water Shares (2.24%) as trustees of the Falkenstein Onehunga Business School Charitable Trust;
- together with Gregory Paul Whittred, holds 2,000,000 Just Water Shares (2.24%) as trustees of the Falkenstein University of Auckland Business School Charitable Trust;
- holds 50,000 Just Water Shares (0.06%) as sole trustee of The Renate Share Trust; and
- together with Heather Jeanette Falkenstein and Mairangi 2008 Limited, holds 25,000 Just Water Shares (0.03%) as trustees of the Mairangi Trust.

⁶ Ian Donald Malcolm holds 133,096 Just Water Shares (0.15%) in his own name.

In addition, Ian Donald Malcolm is a director of Harvard and, together with Anthony Edwin Falkenstein as trustees of the Edwin Trust, and separately, Heather Jeanette Falkenstein as trustees of the Jeanette Trust, a shareholder of Harvard. Harvard holds 53,936,342 Just Water Shares (60.28%).

Ian Donald Malcolm is also a director and shareholder of MELT Investments Limited as corporate trustee of the Malcolm Education and Lifestyle Trust which holds 161,455 Just Water Shares (0.18%).

In addition, Ian Donald Malcolm:

- together with Anthony Edwin Falkenstein, holds 3,268,000 Just Water Shares (3.65%) as trustees of the Edwin Trust, 2,000,000 of these Just Water Shares (2.24%) are held on bare trust for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust;
- together with Heather Jeanette Falkenstein, holds 1,268,000 Just Water Shares (1.42%) as trustees of the Jeanette Trust; and
- together with Jillian Dawn Reid, holds 300,000 Just Water Shares (0.34%) as trustees of the Reid Family Trust.

⁷ Anthony Edwin Falkenstein and Ian Donald Malcolm hold 3,268,000 Just Water Shares (3.65%) as trustees of the Edwin Trust, 2,000,000 of these Just Water Shares (2.24%) are held on bare trust for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust.

Name	Description	Number of equity securities held or controlled	Type of equity security	Percentage of class
Heather Jeanette Falkenstein and Ian Donald Malcolm (jointly) ⁸	Offeror	1,268,000	Just Water Shares	1.42%
Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited (jointly) ⁹	Offeror	25,000	Just Water Shares	0.03%
Anthony Edwin Falkenstein and Leon Fourie (jointly) ¹⁰	Offeror	2,000,000	Just Water Shares	2.24%
Anthony Edwin Falkenstein and Christopher Roy Saunders (jointly) ¹¹	Offeror	2,000,000	Just Water Shares	2.24%
Anthony Edwin Falkenstein and Gregory Paul Whittred (jointly) ¹²	Offeror	2,000,000	Just Water Shares	2.24%
Eldon David Roberts	Person holding or controlling more than 5%	250,000	A Options ¹³	100%
Eldon David Roberts	Person holding or controlling more than 5%	100,000	B Options ¹⁴	100%
Ian Ormiston	Person holding or controlling more than 5%	125,000	C Options ¹⁵	100%
Ian Ormiston	Person holding or controlling more than 5%	125,000	D Options ¹⁶	100%

4.2 Except as set out in the table above, none of the persons referred to in paragraphs 4.1(a) to (d) of this Schedule hold or control equity securities of Just Water.

⁸ Heather Jeanette Falkenstein and Ian Donald Malcolm hold 1,268,000 Just Water Shares (1.41%) as trustees of the Jeanette Trust.

⁹ Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited hold 25,000 Just Water Shares (0.03%) as trustees of the Mairangi Trust.

¹⁰ Anthony Edwin Falkenstein and Ian Donald Malcolm hold 2,000,000 Just Water Shares (2.24%) as trustees of the Edwin Trust on bare trust for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust.

¹¹ Anthony Edwin Falkenstein and Christopher Roy Saunders hold 2,000,000 Just Water Shares (2.24%) as trustees of the Falkenstein Onehunga Business School Charitable Trust.

¹² Anthony Edwin Falkenstein and Gregory Paul Whittred hold 2,000,000 Just Water Shares (2.24%) as trustees of the trustees of the Falkenstein University of Auckland Business School Charitable Trust.

¹³ Further information regarding these Just Water Options is set out in Schedule 1.

¹⁴ Further information regarding these Just Water Options is set out in Schedule 1.

¹⁵ Further information regarding these Just Water Options is set out in Schedule 1.

¹⁶ Further information regarding these Just Water Options is set out in Schedule 1.

5. TRADING IN JUST WATER EQUITY SECURITIES

5.1 The table below details acquisitions and dispositions of equity securities of Just Water, by the persons referred to in paragraphs 4.1(a) to (d) of this Schedule during the six month period before the date of the Takeover Notice:

Name	Type of equity security	Date of acquisition or disposition	Number acquired or (disposed of)	Consideration per security	Total number acquired or disposed of during 6-month period
Heather Jeanette Falkenstein and Anthony Edwin Falkenstein as trustees of the Mairangi Trust	Just Water Shares	6 June 2014	25,000 by way of distribution of an estate	Nil	25,000

5.2 Except as set out in the table above, none of the persons referred to in paragraphs 4.1(a) to (d) of this Schedule have acquired or disposed of equity securities in Just Water during the six month period before the date of the Takeover Notice.

6. AGREEMENTS TO ACCEPT OFFER

6.1 No person has agreed conditionally or unconditionally to accept this Offer as at the date of the Takeover Notice.

7. ARRANGEMENTS TO PAY CONSIDERATION

7.1 Harvard JV confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of this Offer and to pay any debts incurred in connection with this Offer (including the debts arising under Rule 49 of the Takeovers Code).

7.2 A statement setting out the rights of offerees under Rule 34 of the Takeovers Code is set out in paragraph 2.4 of this Offer Document.

8. ARRANGEMENTS BETWEEN HARVARD JV AND JUST WATER

8.1 Just Water has agreed with Harvard JV to vary the terms of the Just Water Options to allow them to be transferred by Optionholders who wish to accept the Offer to Harvard as well as on compulsory acquisition of all outstanding Just Water Shares and Just Water Options.

8.2 Harvard¹⁷, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust, Heather Jeanette Falkenstein and Ian Donald Malcolm as trustees of the Jeanette Trust, Anthony Edwin Falkenstein as sole trustee of The Renate Share Trust, Anthony Edwin Falkenstein, Heather Jeanette Falkenstein and Mairangi 2008 Limited as trustees of the Mairangi Trust, Anthony Edwin Falkenstein, Anthony Edwin Falkenstein and Ian Donald Malcolm as trustees of the Edwin Trust as bare trustees for Anthony Edwin Falkenstein and Leon Fourie as trustees of the Falkenstein Unitec Business School Charitable Trust, Anthony Edwin Falkenstein and Christopher Roy Saunders as trustees of the Falkenstein Onehunga Business School Charitable Trust and Anthony Edwin Falkenstein and Gregory Paul Whitted as trustees of the Falkenstein University of

¹⁷ Harvard is a related company of Just Water as it holds more than 50% of the Just Water Shares.

Auckland Business School Charitable Trust are parties to a joint venture agreement dated 27 October 2014. The key terms of the joint venture agreement are as follows:

- The parties agreed to form an unincorporated joint venture for the purpose of the parties, jointly and in concert with each other:
 - making a full takeover offer, under the Takeovers Code, to acquire all of the Just Water Shares not already held by the parties and all of the Just Water Options;
 - subsequent to making the full takeover offer, and provided the joint venture becomes the holder or controller of 90% or more of the voting rights in Just Water, to compulsorily acquire the remaining Just Water Shares and Just Water Options not held or controlled by the joint venture under Part 7 of the Takeovers Code; and
 - following completion of the full takeover offer and compulsory acquisition to between them own and control all the Just Water Shares.
- Harvard was appointed by the parties on behalf of the joint venture to:
 - make all decisions and take all actions in respect of the proposed takeover offer and compulsory acquisition;
 - acquire legal and beneficial ownership of the Just Water Shares and Just Water Options pursuant to the proposed takeover offer and compulsory acquisition;
 - bear all of the costs associated with the proposed takeover offer and compulsory acquisition.
- Harvard agreed to indemnify the other parties against all costs, claims, liabilities or expenses arising in respect of the proposed takeover offer or compulsory acquisition.
- Following the completion of the proposed takeover offer and compulsory acquisition and the parties between them holding all of the Just Water Shares and Just Water Options on issue, the parties agreed that they would act in accordance with specified pre-emptive rights, drag along rights and tag along rights and would, as soon as practicable, adopt a new constitution for Just Water including those rights and otherwise on terms agreed between the parties.
- The parties agreed for the term of the joint venture agreement not to take any action:
 - to sell, transfer or otherwise dispose of any Just Water Shares;
 - to frustrate the purpose of the joint venture; or
 - which is inconsistent with the spirit, intent or provisions of the joint venture agreement.
- The parties agreed to be bound by confidentiality obligations to each other.

8.3 Except as set out in paragraphs 8.1 and 8.2, as at the date of the Takeover Notice, no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Harvard JV or any of its associates and Just Water or

any related company of Just Water, in connection with, in anticipation of, or in response to, this Offer.

9. ARRANGEMENTS BETWEEN HARVARD AND DIRECTORS AND OFFICERS OF JUST WATER

9.1 Except as set out in paragraphs 8.1 and 8.2, as at the date of the Takeover Notice, no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Harvard JV or any of its associates, and any of the directors or senior officers of Just Water or of any related company of Just Water (including any payments or other benefits proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, the Offer.

10. FINANCIAL ASSISTANCE

10.1 No financial assistance (directly or indirectly) is to be provided by Just Water, or any related company of Just Water, for the purpose of, or in connection with, this Offer.

11. INTENTIONS ABOUT MATERIAL CHANGES TO JUST WATER

11.1 If Harvard JV becomes entitled to invoke the compulsory acquisition provisions of the Takeovers Code, it has appointed Harvard to compulsorily acquire the remaining Just Water Shares and Just Water Options not held or controlled by the joint venture. Harvard JV intends that it will procure the cessation of quotation of the Just Water Shares on, and delist Just Water from, the NZX Alternative Market.

11.2 If Harvard JV declares the Offer unconditional but does not receive sufficient acceptances to the Offer to invoke compulsory acquisition, Harvard JV will participate in decisions relating to Just Water, and its future, through the Board, on which it is likely to seek greater representation. Harvard JV is also likely to promote a delisting of Just Water from the NZX Alternative Market.

11.3 Harvard JV intends that Just Water use any surplus cash generated in Just Water's business towards the reduction of debt.

11.4 Except as set out in paragraphs 11.1 to 11.3, Harvard has no intention to make any material changes to:

- (a) the business activities or material assets of the Just Water Group; or
- (b) the capital structure of Just Water (including Just Water's dividend policy, capital raising and taking on debt).

11.5 The statements in paragraphs 11.1 to 11.4 are consistent with any information that has been given by Harvard JV to any regulatory body (in New Zealand or in an overseas jurisdiction) in relation to the Offer. No information has been given by Harvard JV to any such regulatory body in relation to the Offer.

12. PRE-EMPTION CLAUSES IN JUST WATER'S CONSTITUTION

12.1 There is no restriction on the right to transfer any equity securities to which this Offer relates that:

- (a) is contained in the constitution of Just Water; and

- (b) has the effect of requiring the holders of those securities to offer the securities for purchase to members of Just Water or to any other person before transferring those securities.

13. ESCALATION CLAUSES

- 13.1 There is no agreement or arrangement (whether legally enforceable or not) to which Harvard JV or any of its related entities are parties, under which:
- (a) any existing holder of equity securities in Just Water will or may receive in relation to, or as a consequence of, this Offer any additional consideration or other benefit over and above the consideration set out in this Offer; or
 - (b) any prior holder of equity securities in Just Water will or may receive any consideration or other benefit as a consequence of this Offer.

14. CLASSES OF SECURITIES

- 14.1 Harvard JV has obtained a report from Northington Partners under Rule 22 of the Takeovers Code concerning the fairness and reasonableness of the consideration and terms of the Offer in relation to the different classes of securities of Just Water.
- 14.2 The consideration and terms offered for the Just Water Shares and Just Water Options have been calculated to be fair and reasonable in compliance with Rule 8(4) of the Code by assessing the value of the Just Water Options based on their exercise price, permitted exercise dates, expiry dates and contractual terms and restrictions as against the Offer price for the Just Water Shares. Further information in respect of the Just Water Options is set out in Schedule 1 to this Offer
- 14.3 A copy of Northington Partners' full report will accompany the Target Company Statement. This Offer should be read in conjunction with that report and with the report obtained by Just Water on the merits of the Offer.

15. CERTIFICATE

- 15.1 To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying this Takeover Notice is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by Harvard JV under the Takeovers Code.

Anthony Edwin Falkenstein

Person occupying a position in Harvard JV that is comparable with that of a director of a company and fulfilling the role of CEO of Harvard JV

Ian Donald Malcolm

Person occupying a position in Harvard JV that is comparable with that of a director of a company and fulfilling the role of CFO of Harvard JV