

## Irrevocable authority payment direction

Date: [insert date] 11 MAY 2021

Direction from: JeremyJane Pty Ltd ACN 602  
155 895 (**Buyer**)

Direction to pay: Moray & Agnew Lawyers, Level 2, 45  
Watt Street Newcastle NSW 2300  
(**Morays**)

### Background

- A. The Buyer is a shareholder of Hunter H2O Holdings Pty Limited ACN 602 201 552 (**Company**).
- B. Long Securities Pty Limited ACN 603 076 268 (**Seller**) is selling 75,000 ordinary shares in the Company (**Sale Shares**).
- C. The Buyer is acquiring 18,000 of the Sale Shares (**Buyer Shares**) at a price of \$3.00 per Buyer Share (**Per Share Price**).
- D. The total price to be paid by the Buyer to acquire the Buyer Shares is \$54,000 (**Purchase Price**).
- E. Other shareholders of the Company (**Other Buyers**) are acquiring the remainder of the Sale Shares (**Balance Sale Shares**) at the same Per Share Price.
- F. The Buyer proposes to deposit the Purchase Price into the following account (**Trust Account**) to be held in trust for the benefit of the Seller:

Account name: Moray and Agnew  
(Newcastle) Trust Account  
Bank: Westpac  
BSB: 032-501  
Account number: 185388  
Reference: 441836

- G. The Purchase Price is to be paid on or before 17 June 2021.

H. The Buyer is required to grant Morays the necessary authority to withdraw the Purchase Price from the Trust Account and pay the Purchase Price to the Seller's nominated bank account as notified by the Seller to Morays.

### 1. Direction to pay

- (a) This deed poll is given for the benefit of Morays.
- (b) The Buyer irrevocably directs Morays to hold any monies paid by the Buyer into the Trust Account (**Amounts Paid**) on trust for the Seller.
- (c) The Buyer irrevocably directs Morays to pay the Amounts Paid to the Seller on:
  - (i) the date which is 2 business days after the date on which Morays receives the Amounts Paid, as cleared funds, from Buyer; or
  - (ii) such later date as notified to Morays by the Seller.
- (d) The Buyer irrevocably authorises Morays to advise the Company once the Purchase Price, or such other amount paid by the Buyer, has been receipted into the Trust Account.
- (e) The Buyer agrees Morays will only pay an amount pursuant to the direction in clause (c) and is under no obligation to ascertain whether any payment to be made by Morays in accordance with a direction or instruction from the Buyer is a payment in accordance with this deed poll or any transaction document relating to the transfer of the Sale Shares from the Seller to the Buyer and the Other Buyers.

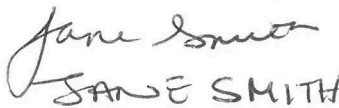
### 2. General

- (a) This deed poll is governed by the laws in New South Wales and the parties submit to the jurisdiction of the Courts of that State.
- (b) The Buyer expressly warrants for the benefit of Morays that:
  - (i) the Buyer has the full power, capacity and authority to execute and deliver this deed poll;
  - (ii) the Buyer is not relying on any statement, representation, agreement or promise by Morays or any other person in executing this deed poll;and

(iii) the Buyer has had the opportunity to seek independent legal advice from lawyers of the Buyer's own choosing in connection with this deed poll.

EXECUTED as a deed by **JeremyJane Pty** )  
Ltd ACN 602 155 895 in accordance with )  
its Constitution and Section 127 of the )  
*Corporations Act* 2001 by being signed by: )

Signature:



Name:

JANE SMITH

PLEASE PRINT

Director

Signature:



Name:

PLEASE PRINT

Director/Secretary \*

\* Delete as appropriate

JEREMY SMITH