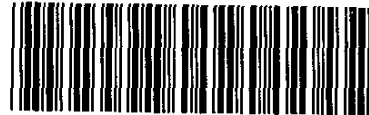


MONDAY



A09 27/01/2020 #105  
COMPANIES HOUSE

**SCHEDULE 2  
WRITTEN RESOLUTION**

**COMPANY NUMBER: 03349648**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION of**

**PIXIEWAY LIMITED (Company)**

**2019**

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**).

**SPECIAL RESOLUTION**

THAT, the proposed transfer of a total of 30 ordinary shares in the issued share capital of the Company from Mohamad Alkhlaifaoui to Ammar Alkhiami, Mohamad Badii Alkhimi, Omar Alkhimi, Malaz Modalalah and Tala Alkhyami (ie. 6 shares each) be approved, notwithstanding that the Company's articles of association contain pre-emption on transfer provisions, and that such provisions be and are hereby waived for the purpose of this proposed transfer only.

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the persons entitled to vote on the Resolution on 17/01/2020 ~~06/12/2019~~ hereby irrevocably agree to the Resolution: C.C

Signed by Mohamad Alkhlaifaoui

Mohamad Alkhlaifaoui

Signed by Mhd Maher Jazairi Khlifawi

Mhd Maher Jazairi Khlifawi

Signed by Muna Khlifawi

Muna Khlifawi

Signed by Mohamad Chehab

Mohamad Chehab C.C

Date:

06/12/2019 17/01/2020

**NOTES**

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand, delivering the signed copy to Mhd Maher Jazairi Khlifawi, or by posting it to the Company's registered office address at Unit 12 Kendal Court, Kendal Avenue, London W3 0RU.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

C.L. 17  
3. Unless by 17 January 2019, sufficient agreement is received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

<p style="text-align: center;"><b>SCHEDULE 3</b> <b>STATEMENTS AND REPRESENTATIONS</b></p>
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**1. Capacity and authority**

Mr Alkhlaifaoui has full power and authority to enter into and perform this Agreement; and this Agreement constitutes, and when executed will constitute, a binding obligation upon Mr Alkhlaifaoui, in accordance with its terms.

**2. Ownership of Shares**

2.1 *The Shares constitute 30% of the issues share capital of Pixieway Limited and are fully paid or credited as fully paid.*

2.2 There is not now, nor is there any agreement or arrangement to create, any Encumbrance on, over or affecting any of the Shares other than the charges that are registered at Companies House at the date of this Agreement and no claim has been made by any person to be entitled to any such Encumbrance.

2.3 Mr Alkhlaifaoui is entitled to sell and transfer to the buyers the full legal and beneficial ownership of the Shares, free from any Encumbrance on the terms of this Agreement, without the consent of any third party.

2.4 Apart from this Agreement, there are no agreements or arrangements in force which provide for the present or future issue, allotment or transfer of, or grant to any person the right (whether conditional or otherwise) to call for the issue, allotment or transfer of, any share or loan capital of Pixieway Limited (including any option or right of preemption or conversion). *Save as provided in this Agreement, no share or loan capital has been issued or allotted, or agreed to be issued or allotted, by Pixieway Limited.*

**3. Information disclosed to Mr Alkhiami**

All written information given by Mr Alkhlaifaoui to the buyers relating to the business, activities, affairs or assets or liabilities of Pixieway Limited was, when given and remains accurate and comprehensive in all respects.

**4. Litigation, Disputes and WindingUp**

4.1 Pixieway Limited is not engaged in any litigation, arbitration, prosecution or other proceedings, as plaintiff, defendant or third party; there are no proceedings pending or threatened, either by or against Pixieway Limited and there are no circumstances which are likely to give rise to any litigation, arbitration, prosecution or other proceedings.

4.2 There is no dispute with any revenue, or other official, department in the United Kingdom or elsewhere, in relation to the affairs of Pixieway Limited.

4.3 No order has been made, or petition presented, or resolution passed for the windingup of Pixieway Limited; nor has any distress, execution or other process been levied in respect of Pixieway Limited which remains undischarged; nor is there any unfulfilled or unsatisfied judgment or court order outstanding against Pixieway Limited.

**5. Taxation**

5.1 All returns, notifications, computations, claims, elections and payments which should have been made or given by Pixieway Limited for any Taxation purpose were made or given within the requisite periods and were up-to-date, correct and on a proper basis and none of

them is, or is likely to be, the subject of any dispute with the Inland Revenue or other Taxation authorities.

- 5.2 All statements and disclosures made to any authority in connection with any provision of any Taxation statutes whatsoever were when made and remain complete and accurate.
- 5.3 No action has been taken by Pixieway Limited in respect of which any consent or clearance from any Taxation authorities was required except in circumstances where such consent or clearance was validly obtained.
- 5.4 Pixieway Limited has not been the subject of an investigation, discovery or access order by or involving any Taxation Authority and there are no circumstances existing which make it likely that an investigation, discovery or order will be made.
- 5.5 Pixieway Limited has not engaged in, or been a party to, any scheme or arrangement of which the main purpose, or one of the main purposes, was the avoidance of, or a reduction in liability to, Taxation.