

Our ref: SB:NB:260232
Your ref: LMB:DW:251193:ao

31 March 2026

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Without Prejudice save as to costs

Dear Sir/Madam

Your Client: Asaf Shamir
The Company: Raw Mobility Pty Ltd

We refer to our open correspondence of 31 March 2026 and adopt its defined terms.

For the reasons set out in that correspondence, our client is not prepared to mediate and does not consider that the company can continue to operate. It is plain that the relationship between the two directors has broken down irretrievably and the Company is deadlocked. It is equally clear that the business is no longer profitable and no longer viable as a going concern, given the termination of the contract by its major client.

Our clients are prepared to resolve the various disputes set out in correspondence, the explanatory memorandum to the notice of extraordinarily general meeting and the Warning Notices as follows:

- 1 The directors declare a dividend to shareholders from the funds held in the Westpac account ending in xxx 049, equal to the balance in the account less amounts required to repay all creditors and fund the liquidator referred to in paragraph 7 below (**Dividend**).
- 2 Mr Shamir provide a full reconciliation, with supporting documents, of the total amount paid to the "employee" (hired to work for the Company) by Shamir Holdings Pty Ltd (**SH**), and the amount paid by the Company to SH for that employee.
- 3 If the amount paid by the Company for that employee (**SH Payment**) is more than the amount paid by SH to that employee (**Employee Payment**), then an amount calculated utilising the following formula is to be deducted from the Mr Shamir's Dividend and paid to Martin as trustee of the Trust as part of the Trust's Dividend:
- 4 $(SH\ Payment - Employee\ Payment) \times 82\% = \text{amount to be deducted from Mr Shamir's Dividend and paid to Martin as trustee of the Trust (such amount to be no greater than the amount of Mr Shamir's Dividend)}$.
- 5 The parties will give full and final releases to each other and undertake not to assist the liquidator to pursue any claims against the other party/parties on behalf of the Company.

- 6 The Trust will not pursue any repayment of its loan and will waive interest on the loan which has been accruing since 2009.
- 7 Mr Shamir or his nominated entity may retain the remaining client of the Company, TCI Health Pty Ltd.
- 8 The parties take all necessary steps to wind up the Company via a Members' Voluntary Liquidation.

This offer remains open until 15 April 2026, following which it will automatically lapse and no longer be capable of acceptance.

For the avoidance of doubt, the acceptance of this offer will not be legally binding on the parties until a deed of settlement has been executed by the parties.

Regrettably, if this offer is not accepted, our clients will have no other choice but to apply for a just and equitable winding up the company. In our view, it is far preferable for the parties to maintain some control of that process via the proposal listed above rather than apply to the court for the appointment of a liquidator.

Yours faithfully,



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