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Private Company Limited by Shares

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Written Resolutions of

DOI ORIGIN LIMITED - CRN: 03441848 (the "Company")

14<sup>th</sup> November 2011

Circulation Date

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that Resolutions 1, 2 and 3 below are passed as ordinary resolutions ("Ordinary Resolutions") and Resolutions 4 to 7 below are passed as special resolutions ("Special Resolutions")

**ORDINARY RESOLUTIONS (Resolutions 1, 2 and 3)**

- 1 The Directors are hereby authorised generally and unconditionally pursuant to section 551 of the Companies Act 2006 (the "Act") to exercise all powers of the Company to offer or allot grant rights to subscribe for or to convert any security into shares in the Company or otherwise deal in or dispose of any shares in the Company to any person at any time and subject to any terms and conditions as the Directors think proper provided that this authority shall be limited in order that the authority cannot exceed a maximum amount of £200 000 nominal value for a period expiring five years after the date of this resolution (unless previously revoked renewed or varied by the Company by ordinary resolution) but the Company may make an offer or agreement which would or might require shares to be allotted after expiry of this authority and the Directors may allot shares in pursuance of that offer or agreement as if such authority had not expired
- 2 That each and every issued Ordinary share of £1 00 each in the Company shall be subdivided into 1 000 Ordinary shares of £0 001 each in the Company such that after the subdivision the issued share capital of the Company shall comprise 2,000 Ordinary Shares of £0 001 each
- 3 That subject to the passing of resolution 1 the Directors be and are hereby authorised and instructed to allot to members of the Company (being those persons recorded on the register of members as at the date of this resolution) by way of capitalisation of reserves an amount of 998 000 Shares of £0 001 credited as fully paid such allotment to be on the basis of 499 Ordinary Shares for every Ordinary Share of £0 001 held at the date of this resolution such that after the allotment the issued share capital shall be 1,000 000 of Ordinary Shares of £0 001 each

**SPECIAL RESOLUTIONS (Resolutions 4, 5, 6 and 7)**

- 4 That the Articles of Association of the Company (the "Articles") be amended by deleting all references to the authorised capital of the Company
- 5 That a new Article 3 be inserted as follows and the other Articles renumbered accordingly
  - 3 The Company may from time to time issue shares of different classes with different rights and restrictions attached to them The Company has the following share classes
    - Ordinary shares of £0 001 each and
    - A Ordinary shares of £0 001 each



The Ordinary shares shall have one vote per share. The A Ordinary shares shall not entitle the holders thereof to receive notice of or attend or vote at any general meeting of the Company. The A Ordinary shares shall not be eligible for dividends. The shares shall rank *pari passu* on a return of capital and in all other respects save as otherwise provided for in the Articles. On a sale of shares pursuant to a change of Control of the Company (as defined in Section 840 Income and Corporation Taxes Act 1988) the Company shall procure that the consideration paid in relation to each A Ordinary Share sold and the terms and conditions of sale shall not be materially inferior than the consideration paid and the terms and conditions of sale in relation to any Ordinary Share.

- 6 That new Article 4 shall be amended by the inclusion of an additional sentence as follows: Notwithstanding the foregoing words of this Article the Directors may allot shares in connection with the Dot Origin Equity Incentive Plan, the Dot Origin Deferred Share Purchase Plan, the Dot Origin Unapproved Equity Incentive Plan or any employee benefit trust that may be established by the Company without any obligation to offer them first to other shareholders.
- 7 That the Company's Articles be amended by the insertion of new Articles 9 - 22 after new Article 8 as follows and that the remaining Articles be renumbered accordingly.
- 9 Subject to the provisions of the Act and to any rights for the time being attached to any shares the Company may purchase or enter into a contract under which it will or may purchase any of its own shares.

#### **MANDATORY SHARE TRANSFERS**

- 10 Any holder of shares who has acquired those shares through The Dot Origin Deferred Share Purchase Plan or an employees' share scheme within the meaning of section 1166 Companies Act 2006 (a "Scheme") approved or adopted by the Company or any other company of which it has control and who wishes to sell or transfer any or all of such shares (the "Vendor") shall immediately notify the Company in writing (a "Transfer Notice") stating the number of shares that he wishes to sell and the price at which they are to be offered (the "Offer Price"). The Offer Price will be agreed between the Vendor and the Company as the fair price between willing buyer and willing seller taking account of the relationship of the number of shares to be sold to the whole issued share capital. If the Offer Price cannot be agreed between the Vendor and the Company within 30 days of the receipt by the Company of the Transfer Notice, it shall be determined by the auditors of the Company for the time being (or some other expert selected by the directors) acting as expert and not as arbitrator and whose determination shall, in the absence of manifest error, be final and binding on the parties. The cost of such determination shall be borne by the Company.
- 11 Upon receiving a Transfer Notice the Company shall use its reasonable endeavours to procure a buyer for the shares at the Offer Price and in first instance shall offer the shares to the trustees of any Scheme. If the Company has been unable to find a buyer or buyers which is (are) acceptable to the Company the Vendor shall not be at liberty to dispose of the shares to any other person or organisation excepting to the Company at a price determined by the Company. In the event that the price offered by the Company for the shares is below the Offer Price the Vendor shall be at liberty to keep the shares until such time as the Company procures a buyer at an Offer Price agreed or determined in the light of the Company's performance and prospects at that time and the Transfer Notice shall be held to be in abeyance until that time.
- 12 At the discretion of the Board, the following persons shall be deemed to have served a transfer notice (a "Deemed Transfer Notice"):

(a) a Director or employee of the Company or any other company of which it has control who holds shares acquired pursuant to a Scheme who ceases to be such a Director or employee ( Cessation )

(b) a person who has acquired shares pursuant to Article 15 but the person from whom the shares were acquired no longer holds an office or employment with the Company or any company of which it has control

provided that the time and date of the Deemed Transfer Notice shall be the time and date of Cessation or the date of acquisition of the shares as the case may be. A Deemed Transfer Notice shall be irrevocable.

13 If a Vendor makes default in respect of his obligations the Company shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant shares.

14 The directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of any shares whether or not it is a fully paid share. The directors shall notify the transferor of any refusal under this Article and the reasons for refusal within two months of the date on when the transfer was lodged with the Company.

15 Notwithstanding the provisions of Articles 10-14, the directors may in their absolute discretion decide that a holder of shares who has acquired shares through a Scheme shall be permitted to transfer such shares in whole or in part to their spouse or civil partner or to the trustees of a family trust.

16 Articles 10-15 shall cease to apply in relation to any share if shares of the same class are quoted on any public investment exchange.

#### **DRAG ALONG AND TAG ALONG PROVISIONS**

17 If at any time any shareholder or shareholders (the Drag Along Vendors ) wish (and are permitted by these Articles of Association) to transfer shares representing in aggregate not less than 75 per cent of the shares conferring rights to attend and vote at general meetings of the Company (the '75 Per Cent Holding ') then in issue to any person (the Drag Along Acquiror ) then provided all the conditions in Article 18 below are met the Drag Along Vendors shall have the option (the Drag Along Option ) to require the holders of all of the other shares to transfer their shareholdings to the Drag Along Acquiror or as that Drag Along Acquiror directs on the same financial terms and conditions as those accepted by the Drag Along Vendors.

18 The conditions mentioned in Article 17 above are that

(a) the Drag Along Acquiror is not an existing shareholder or connected with any existing shareholder within the meaning of section 993 of the Income Tax Act 2007.

(b) the Drag Along Vendors are transferring all of their shares.

(c) the terms of the transfers of shares to the Drag Along Acquiror are at arm's length and financially the same for all shareholders.

(d) within 14 days of the Drag Along Vendors agreeing to sell their shares a notice in writing (a Drag Along Notice ) is delivered to the Company and to each other shareholder stating the number of shares the Drag Along Vendors intend to transfer to the Drag Along Acquiror and the consideration for the transfer including all the terms and conditions attaching to the transfer.

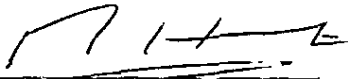
- 19 A Drag Along Notice once given is irrevocable but both the notice and all the obligations under the notice will lapse after the expiry of six calendar months from issue if the Drag Along Vendors do not complete the transfer of the 75 Per Cent Holding to the Drag Along Acquiror
- 20 If at any time any shareholder or shareholders (the 'Tag Along Vendors') transfer shares representing in aggregate not less than 75 per cent of the shares conferring rights to attend and vote at general meetings of the Company (the '75 Per Cent Holding') then in issue to any person (the 'Tag Along Acquiror') then any or all of the remaining shareholders shall have the option (the 'Tag Along Option') to require the Tag Along Vendors to procure a transfer of the entire shareholding of such remaining shareholder(s) to the Tag Along Acquiror or some other party for a consideration and on terms and conditions not less favourable than those which applied to the transfer by the Tag Along Vendors. If different Tag Along Vendors have accepted different terms then the Tag Along Option shall relate to the most favourable of those terms. For the avoidance of doubt, the holders of A Ordinary Shares shall be entitled to sell their shares for the same consideration on the same terms as the holders of Ordinary Shares
- 21 A notice of intention from any or all of the remaining shareholders to exercise the Tag Along Option (the 'Exercise Notice') shall be delivered to the Tag Along Vendors within 14 days of their formal agreement to the transfer of their shares or of the first date on which such formal agreement becomes known to the person or persons seeking to exercise the Tag Along Option whichever is the later
- 22 The Exercise Notice once given is irrevocable but the Exercise Notice will lapse after the expiry of six calendar months from issue if the Tag Along Vendors do not complete the transfer of the 75 per cent Holding to the Tag Along Acquiror

## AGREEMENT

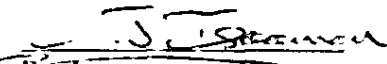
Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolutions and Special Resolutions

The undersigned being persons entitled to vote on the above resolutions on the Circulation Date hereby irrevocably agree to the Ordinary Resolutions and Special Resolutions

SIGNED

  
Michael Hunt

Dated 14 / 11 / 2011

  
Dan Isaaman

Dated 14 / 11 / 2011

## NOTES

- 1 You can choose to agree to the all of the Ordinary Resolutions and Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By Hand delivering the signed copy to Dan Isaaman Company Secretary
  - Post returning the signed copy by post to Dan Isaaman Company Secretary
  - Fax faxing the signed copy to the Company marked 'For the attention of Dan Isaaman'
- If you do not agree to all of the resolutions please return the document to the Company unsigned
- 2 Once you have indicated your agreement to the resolutions you may not revoke your agreement
- 3 Unless within the period of 28 days commencing on the Circulation Date sufficient agreement has been received for the resolutions to pass they will lapse. If you agree to the resolutions 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

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- 2 That each and every issued Ordinary share of £1.00 each in the Company shall be subdivided into 1,000 Ordinary shares of £0.001 each in the Company such that after the subdivision the issued share capital of the Company shall comprise 2,000 Ordinary Shares of £0.001 each
- 3 That subject to the passing of resolution 1 the Directors be and are hereby authorised and instructed to allot to members of the Company (being those persons recorded on the register of members as at the date of this resolution) by way of capitalisation of reserves an amount of 998,000 Shares of £0.001 credited as fully paid such allotment to be on the basis of 499 Ordinary Shares for every Ordinary Share of £0.001 held at the date of this resolution such that after the allotment the issued share capital shall be 1,000,000 of Ordinary Shares of £0.001 each

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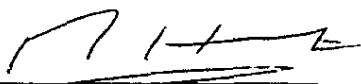
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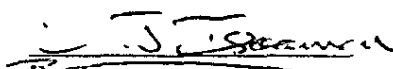
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Michael Hunt

Dated 14 / 11 / 2011

  
Dan Isaaman

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