

THE COMPANIES ACTS 1985 TO 1989

RESOLUTIONS

CERTIFIED TRUE COPY OF THE ORIGINAL OF THE SOLE MEMBERS

OF

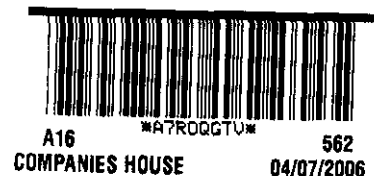
03.7.06
THE ENDEAVOUR PARTNERSHIP LLP V-FUELS BIODIESEL LIMITED
(SOLICITORS (CRN 5856270)
STOCKTON ON TEES

The undersigned, being the sole member of the above named company (the 'Company') entitled to receive notice of and attend and vote at general meetings of the Company, hereby agrees that the following resolutions shall have effect as sole member resolutions of the Company in accordance with Section 381A of the Companies Act 1985:-

1. By way of **special resolution**, that the articles contained in the Appendix hereto be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.
2. By way of **ordinary resolution**, that the authorised share capital of the Company be and is increased from £50,000 to £1,000,000 by the creation of 950,000 new Ordinary shares of £1 each ranking equally in all respects with the existing ordinary share capital of the Company.
3. By way of **ordinary resolution** that the directors are generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to allot and issue up to 191,999 Ordinary shares of £1 each within one month of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if Section 89(1) of the Companies Act 1985 did not apply thereto.

.....
Endeavour Director Limited

Dated 29 June 2006



APPENDIX

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
V-FUELS BIODIESEL LIMITED

(Adopted on 29 June 2006)

1. Preliminary

The regulations contained in Table A (**'Table A'**) in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to **'regulations'** are to regulations in Table A

2. Private company

The Company is a private company within the meaning of Section 1(3) of the Companies Act 1985 (**'the Act'**).

3. Interpretation

- 3.1. In the first line of regulation 1 after the word **'regulations'** the words **'and in any articles adopting in whole or in part the same'** shall be inserted.
- 3.2. In these Articles unless the context otherwise requires the following expressions have the following meanings:

'compulsory sale notice' means a notice given in accordance with **Article 6.6.1**;

'controlling interest' means an interest (within the meaning of Schedule 13, Part 1 and Section 324 of the Act) in the shares conferring in the aggregate more than 50% of the total voting rights in general meeting;

'deemed transfer notice' means a transfer notice deemed to be given under any provision of these Articles;

'family trust' means a trust which primarily permits the settled property or the income therefrom to be applied for the benefit of the settlor and/or a privileged relation of that settlor and under which no power of control is capable of being

exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the privileged relations of the settlor. For the purposes of this definition **'settlor'** includes a testator or an intestate in relation to a family trust arising respectively under a testamentary disposition or an intestacy of a deceased member.

'mandatory transfer notice' means a notice in writing given or deemed to be given pursuant to **Article 6.4**;

'ordinary shares' means the ordinary shares of £1.00 each in the capital of the Company;

'personal pension scheme' means a pension scheme established by a person within any of the paragraphs of s154(1) of the Finance Act 2004;

'privileged relation' means in relation to a member the spouse (or former spouse or widow or widower) of the member and the member's lineal descendants and for these purposes a step-child or adopted child or illegitimate child of any member shall be deemed to be a lineal descendant of such member;

'qualified majority' means such number of the members or (as the case may be) such number of members holding shares of a particular class as for the time being are the holders of shares together conferring in aggregate not less than 75% of the total voting rights in general meeting or (as the case may be) in a meeting of such class;

'share' means a share in the capital of the Company of whatever class;

'third party offer' means a bona fide written offer on arm's length terms for a third party (not being another member or a person connected with a member pursuant to section 839 of the Income and Corporation Taxes Act 1988);

'total transfer condition' means a condition in a transfer notice that unless all of the transfer shares are sold none shall be so sold;

'transfer notice' means a notice in writing to the directors that the proposing transferor wishes or proposes to transfer his shares or (where the context so admits) a deemed or mandatory transfer notice;

'transfer price' means such price as shall be determined in accordance with the provisions of **Article 6.3.5** and

'transfer shares' means the shares to be transferred pursuant to a transfer notice.

- 3.3. Words or expressions the definitions of which are contained or referred to in the Act shall be construed in these Articles as having the meaning thereby attributed to

them but excluding any statutory modification thereof not in force on the date of adoption of these Articles.

- 3.4. Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.
- 3.5. References to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears.
- 3.6. In relation to any member, references in these Articles to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

4. Allotment of Shares

- 4.1. Subject as provided in **Articles 4.6 and 4.7** any unissued shares in the capital of the Company on the date of adoption of these Articles shall (except with the authority of a special resolution) before they are issued be offered to all the holders of shares in the Company in proportion to the amounts (excluding any premium paid on subscription) paid up on the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder).
- 4.2. Such offer shall be made by notice specifying the number of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 14 days nor more than 28 days) within which the offer, if not accepted, will be deemed to be declined.
- 4.3. At the expiration of the time allowed, any such shares not so accepted shall be re-offered to those members who have accepted all the shares previously offered to them and such re-offering shall be repeated until such time as either all the relevant shares have been accepted or until all holders of shares in the Company

shall have declined to accept any more of them. Such re-offering shall be carried out (mutatis mutandis) in accordance with **Articles 4.1** and **4.2**.

- 4.4. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take.
- 4.5. Any unissued shares not accepted pursuant to **Articles 4.1** to **4.4** (inclusive) or not capable of being so offered except by way of fractions and any shares released from the provisions of **Articles 4.1** to **4.4** (inclusive) by a special resolution of the Company shall (subject to the provisions of Section 80 of the Act), be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, **provided that** no shares shall be issued at a discount and **provided further that**, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- 4.6. The discretion of the directors contained in **Article 4.5** as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to any directions contained in any resolution creating or authorising the allotment of such shares.
- 4.7. No shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned, to another person and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.
- 4.8. Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

5. Lien

The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a share. The

directors may resolve to exclude any share or any amount payable in respect of a share from the application of this **Article 5** and regulation 8 shall be modified accordingly.

6. Transfer of share

6.1. General Provisions

- 6.1.1. Save as may be permitted or required in pursuance of his obligations under these Articles no member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things.
- 6.1.2. If a member at any time commits a breach of **Article 6.1.1** in relation to any share he shall be deemed immediately prior to such breach to have given a transfer notice in respect of all shares held by him.
- 6.1.3. The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion (and without assigning any reason therefor), decline to register any transfer of any share which would otherwise be permitted if it is a transfer of a share to a person who is not already a member of the Company of whom they shall not approve (such approval not to be unreasonably withheld or delayed). The first sentence of regulation 24 shall not apply.
- 6.1.4. If a member becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the directors.

6.2. Expressly permitted transfers

- 6.2.1. Any share may be transferred at any time with the written consent of a qualified majority of the members.
- 6.2.2. Subject to the mandatory transfer provisions contained in **Article 6.4** any member may at any time either during his lifetime or on death transfer (whether by will or on intestacy) all or any shares held by him to a privileged relation or to trustees to be held upon a family trust of which he is the settlor.
- 6.2.3. Where shares are held by trustees upon a family trust any such shares may be transferred to new trustees of that family trust on any change of trustees or to the settlor or to another family trust of which he is the settlor or to any privileged relation of the settlor.
- 6.2.4. Subject to the mandatory transfer provisions contained in **Article 6.4** any member may at any time during his lifetime transfer all or any shares held by him to a personal pension scheme for the benefit of that member.

6.3. Pre-emption rights

- 6.3.1. Save as may be otherwise permitted under these Articles no share shall be transferred until the following conditions of this **Article 6.3** are complied with.
- 6.3.2. Any member proposing to transfer a share ("**the proposing transferor**") shall give a transfer notice to the directors. In the transfer notice the proposing transferor shall specify the number of shares which the proposing transferor wishes to transfer (which may be all or part only of the shares then held by the proposing transferor).
- 6.3.3. A transfer notice may (but not in the case of shares sold pursuant to a deemed transfer notice) also state whether the proposing transferor wishes to impose a total transfer condition but in the absence of such a statement the transfer notice shall be deemed not to contain a total transfer condition.
- 6.3.4. The transfer notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the transfer shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the transfer price.
- 6.3.5. The transfer price shall be such price as shall be agreed in writing between the proposing transferor and the directors or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the date of the transfer notice the transfer price will be the price which an

independent chartered accountant (acting as an expert and not as an arbitrator) nominated by agreement between the proposing transferor and the directors or (failing such agreement within 28 days after the date of the transfer notice) by the President from time to time of the Institute of Chartered Accountants in England and Wales shall certify in writing to be his opinion of a fair value thereof in accordance with the bases and assumptions set out in **Article 6.3.6**

6.3.6. The chartered accountant will certify the fair value of the transfer shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction (or enhancement) in value which may be ascribed to the transfer shares by virtue of the fact that they represent a minority (or majority) interest and on the assumption that the transfer shares are capable of transfer without restriction.

6.3.7. If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the proposing transferor and save for shares sold pursuant to a deemed transfer notice the proposing transferor shall be entitled by notice in writing given to the Company within 7 days of the service upon him of the certified copy to cancel the Company's authority to sell the transfer shares. The cost of obtaining the certificate shall be borne by the Company unless the proposing transferor shall give notice of cancellation as aforesaid in which case the proposing transferor shall bear the cost.

6.3.8. Within 7 days of the transfer price being fixed and provided that the proposing transferor shall not give a valid notice of cancellation the transfer shares shall be offered for purchase at the transfer price by the directors to those members who at the date of the offer are registered as holders of shares (other than the proposing transferor) pro rata as nearly as may be in proportion to the existing number of shares held by such members giving details of the number and the transfer price of such transfer shares.

6.3.9. The Company shall invite each such member as aforesaid to state in writing within 21 days from the date of the notice whether he is willing to purchase any of the transfer shares so offered to him and if so the maximum number which he is willing to purchase. If at the expiration of the said period of 21 days there are any transfer shares offered in respect of which any members holding shares have not stated their willingness to purchase, the Company shall offer such

shares to such other members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of shares then held by such members which offer shall remain open for a further period of 21 days. Offers shall continue to be made on the same terms while any member continues to state in writing his willingness to purchase all the shares offered to him.

- 6.3.10. If the Company shall pursuant to the above provisions of this **Article 6.3** find a member or members of the Company willing to purchase all or any of the transfer shares the proposing transferor shall be bound upon receipt of the transfer price to transfer the transfer shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons **provided that** if the transfer notice contains a total transfer condition the proposing transferor shall only be bound to transfer the transfer shares if the Company has found a member or members willing to purchase all of the transfer shares.
- 6.3.11. If the proposing transferor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such transfer shares receive and give a good discharge for the purchase money on behalf of the proposing transferor and shall authorise some person to execute transfers of the transfer shares in favour of the purchasers and shall enter the names of the purchasers in the register of members as the holders of such of the transfer shares as shall have been transferred to them as aforesaid.
- 6.3.12. The foregoing provisions of this **Article 6.3** shall not apply to a transfer (which expression shall include a purchase by the Company of its own shares) if a qualified majority of the members so direct in writing and the directors shall be obliged to register any such transfer provided that in the case of a purchase by the Company of its own shares the relevant provisions of the Act are complied with.
- 6.3.13. Subject to the provisions of **Article 6.1.3** and **Article 6.5** the proposing transferor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the transfer shares as have not been so sold pursuant to the provisions of this **Article 6.3** at a price being no less than the transfer price **provided that** if the transfer shares

were subject to a total transfer condition such sale must be of all the transfer shares and not part only.

6.3.14. An obligation to transfer a share under the provisions of this **Article 6.3** shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

6.4. Mandatory transfers

If and whenever any shares held by trustees upon a family trust cease to be so held (otherwise than in consequence of a transfer to the settlor or to any privileged relation of the settlor) or the primary beneficiaries of the trust cease to be the settlor and/or his privileged relations or if and whenever any shares are held in a personal pension scheme and that scheme either terminates or the beneficiary of the scheme dies a transfer notice shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders of such shares which may not otherwise be transferred. For the purposes of this **Article 6.4** the expression '**relevant shares**' means and includes the shares originally transferred to the trustees or the personal pension scheme and any additional shares issued or transferred to the trustees or the personal pension scheme (as the case may be) by virtue of the holding of the relevant shares or any of them.

6.5. Tag-along provisions

If any member receives and wishes (pursuant to **Article 6.3.13**) to accept a third party offer to purchase his shares that (either alone or together with shares held by other members who have also received and wish to accept such third party offer) constitute a controlling interest in the Company at the time, such member shall not accept such offer unless he is first able to procure that an offer is made to all other members to purchase all of their shares in the Company on no less favourable terms than those in the third party offer.

6.6. Drag-along provisions

6.6.1. If any member receives and wishes (pursuant to **Article 6.3.13**) to accept a third party offer to purchase his shares that (either alone or together with shares held by other members who have also received and wish to accept such third party offer) confer in aggregate not less than 51% of the total voting rights in general meeting, which is conditional upon the proposing purchaser being able to acquire a greater proportion of the share capital of the Company than is at that time held by the member (and such other members), he may give a

compulsory sale notice to all (but not some only) of the other members of the Company giving details of the third party offer (including the proposed price, the minimum number of shares to be acquired and the place, date and time of completion of the proposed purchase).

6.6.2. Each member who is given a compulsory sale notice shall sell all of his shares to the proposing purchaser at the price per share and otherwise in accordance with the terms specified in the third party offer.

6.6.3. If any member fails to complete such sale at the appointed place and time, the provisions of **Article 6.3.11** shall apply as if such member were a defaulting proposing transferor. The Company shall not pay the purchase money (which shall not attract interest) due to any member given a compulsory sale notice until he shall, in respect of the shares being the subject of the compulsory sale notice, have delivered his share certificate or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a compulsory sale notice unless the member who gave the compulsory sale notice and all other members shall sell their shares to the proposing purchaser subject at all times to the member who served the compulsory sale notice being able to withdraw the compulsory sale notice at any time prior to completion by giving notice to the Company to that effect, whereupon each compulsory sale notice shall cease to have effect.

7. Prohibited transfers

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

8. Proceedings at general meetings

8.1. Save as may otherwise be agreed in writing by a qualified majority of the members three members present in person or by proxy and holding not less than 51% of the issued ordinary share capital of the Company shall be a quorum. Regulation 40 shall not apply.

8.2. Regulation 41 shall be read as if the words 'and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved' were added to the end thereof.

8.3. The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

8.4. The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

9. Alternate directors

9.1. Any director may at any time appoint any other director or such other person as a qualified majority of the members (including, if he is also a member, the director proposing to make the appointment) shall approve of in writing to be his alternate and may at any time terminate such appointment. The same person may be appointed as the alternate director of more than one director.

9.2. A notice of appointment or removal of an alternative director pursuant to this **Article 9** shall take effect upon lodgement at the Company's registered office or on delivery to a meeting of the directors or on delivery to the secretary.

9.3. The appointment of an alternate director shall determine on the happening of any event which would cause him to vacate office as a director or if his appointor ceases to be a director.

9.4. An alternate director's voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor.

9.5. Regulations 65 to 69 shall not apply.

10. Powers of Directors

The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11. Appointment and retirement of directors

- 11.1. The appointment and removal directors of the Company shall be determined by a qualified majority of the members.
- 11.2. Every director appointed pursuant to this **Article 11** shall hold office until he is either removed in accordance with **Article 11.1** or dies or vacates office pursuant to regulation 81 (as modified by **Article 12**) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
- 11.3. The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.
- 11.4. No director shall be appointed otherwise than as provided in these Articles and accordingly Regulations 76 to 80 shall not apply.

12. Disqualification and removal of directors

Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

13. Remuneration of directors

The ordinary remuneration of the directors shall from time to time be determined by a qualified majority of the members. Regulation 82 shall not apply.

14. Directors' gratuities and pensions.

The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any director or ex-director of the Company or of any holding company or subsidiary of the Company or to the relations or dependents of any such director or ex-director and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such director or ex-director and/or their relations or dependents or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this **Article 14** conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

15. Proceedings of directors

- 15.1. Save as may otherwise be agreed in writing by a qualified majority of the members the quorum for any meeting of the directors or any committee of directors shall throughout the meeting be three directors (or alternate directors) present in person.
- 15.2. The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote and Regulation 88 shall be modified accordingly.
- 15.3. All or any of the members of the board of directors or any committee of the board may participate in a meeting of the board or that committee by means of any form of communications equipment which allows all persons participating in the meeting to communicate with each other simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 15.4. Save as may otherwise be agreed in writing by a qualified majority of the members a director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.
- 15.5. On a show of hands every director present at a board meeting shall have vote. On a poll every director shall have one vote for every share which he holds or is otherwise deemed to represent.

16. The seal

The Company need not have a company seal and pursuant to Section 36A of the Act may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary. A certificate in respect of any shares or

other securities in the Company shall be validly issued if it is executed as a deed as aforesaid.

17. Accounts

Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

18. Indemnity

- 18.1. Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
- 18.2. The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

19. Overriding provisions

Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or

consent may be given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.