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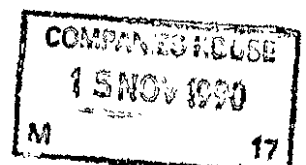
The Companies Acts 1985 to 1989

Private Company Limited by Shares

AMENDED MEMORANDUM OF ASSOCIATION
of
CURRIE & BROWN (JAPAN) LIMITED

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1. The name of the Company is "CURRIE & BROWN (JAPAN) LIMITED".
 2. The registered office of the Company will be situate in England.
 - *3. The objects for which the Company is established are:-
 - (1) To carry on the business of quantity surveyors, cost consultants, materials controllers and project managers anywhere in the world and to act as surveyors generally and to enter into any contracts in relation thereto and to carry on any other businesses which are in connection therewith or naturally incidental thereto.
 - (2)
 - (i) To make surveys, feasibility studies and reports of all kinds
 - (ii) To prepare plans, tender documents and specifications for projects of all kinds including construction and other works
 - (iii) To provide supervisory and management services and inspection, training and maintenance services
 - (iv) To provide services for the supervision of construction

* As amended by Special Resolution in writing passed on 8th November 1990.



- (v) To advise generally on the planning execution, financial control and operation of projects.
- (3) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company. Provided always that the objects and functions of the Company shall be consistent with the rules imposed upon such objects and functions by the Royal Institution of Chartered Surveyors hereinafter referred to as "the Institution".
- (4) To purchase, take on lease or in exchange, hire, renew, or otherwise acquire and hold for any estate or interest, and to sell, let or otherwise dispose of in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit. Provided always that dealing in land shall be confined to the provision of offices, sale rooms and the like from which the firm is practising or will practise including buildings to house the Company's vehicles or equipment and not to invite a general dealing outside these limitations.

- (5) To enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on or engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company.
- (6) To invest and deal with the moneys of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient.
- (7) To lend money to such companies with or without security and otherwise on such terms as may seem expedient.
- (8) To guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the Company or not.

- (9) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description. Provided always that no remuneration to third parties by allotment of shares shall be made without the consent of the Institution.
- (10) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies.
- (11) To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including Directors) of the Company; or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support trusts, funds or schemes (whether contributory or non-contributory) for any such purposes or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit any such persons.

- (12) To promote or assist in promoting any company and to subscribe shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on, or for any other purpose which may seem directly or indirectly calculated to benefit the Company. Provided always that before the acquisition of any other business the consent of the Institution shall be obtained.
- (13) To amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company).
- * (14) To procure the Company to be registered or recognised or a branch of the Company to be established in any country or place in any part of the world.
- (15) To compensate for loss of office any Directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged.
- (16) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company and any company promoted by the Company and the issue of the capital of the Company and any such other company and of and incidental to the negotiations between the promoters

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preliminary to the formation of the Company, and also all costs and expenses of and incidental to the acquisition by the Company of any property or assets and of and incidental to accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.

- (17) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (18) To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested.
- (19) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (20) To contribute by donation, subscription, guarantee or otherwise to any public, general, charitable or useful object whatever.
- (21) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise.

- (22) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the members is limited.
5. The share capital of the company is £50,000 divided into 50,000 Ordinary Shares of £1 each.

PREVM-D0006

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

**NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS**

**NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER**

P.S. TETHER
"Whispering Birches"
36 Barnet Gate Lane
Arkley
Barnet
Herts.
EN5 2AB

One

A.J.C. BOSWELL
"Ashcroft"
43 Chestnut Avenue
Chorleywood
Rickmansworth
Herts.
WD3 4HA

One

Dated this 5th day of October 1981

Witness to the above Signatures:

A. KANE
Inveresk House
1 Aldwych
London WC2R OHF

Chartered Secretary