

Company No: 1593542

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

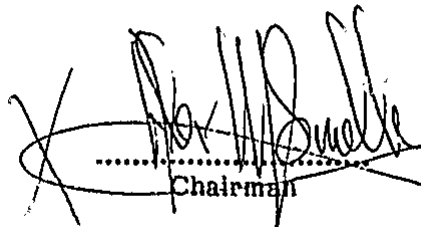
CURRIE & BROWN (JAPAN) LIMITED

Passed on April 27th 1989

At an Extraordinary General Meeting of the above-named Company duly convened and held on April 27th, 1989 the following Resolution was duly passed as a Special Resolution of the Company:-

SPECIAL RESOLUTION

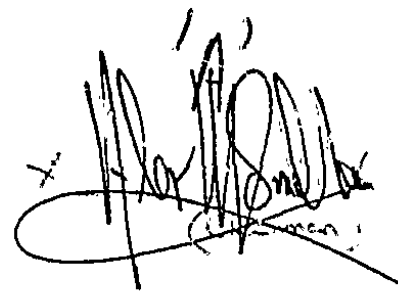
"THAT the Regulations contained in the document produced to the Meeting and for the purpose of identification marked 'A' and signed by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association."


.....
Chairman



The Companies Acts 1985

Private Company Limited by Shares

A handwritten signature in dark ink, possibly reading 'A. L. Currie', is written over a circular stamp. The stamp contains some illegible text, but the signature is the primary feature.

ARTICLES OF ASSOCIATION
OF
CURRIE & BROWN (JAPAN) LIMITED

1. In these Articles:-

"the Act" means the Companies Act 1985;

"the Parent" means Currie & Brown (Overseas) Limited, incorporated under the Companies Acts and registered under company number 1400589 at the Companies Registration Office for England and Wales;

"the Parent Directors" means those persons appointed directors of the Company in terms of Article 15C of these Articles;

"Director" unless the context otherwise requires shall not include a Regional Director;

"the Partnership" means the firm of Chartered Quantity Surveyors known as A L Currie & Brown, The Red House, High Street, Redbourn, Hertfordshire as such partnership shall be constituted from time to time;

"Regional Director" shall have the meaning ascribed thereto by Article 24 of these Articles;

"Table A" means 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.

The headings in these Articles are for convenience and shall not affect their interpretation.

2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.

3. Regulations 8, 24, 40, 59, 64, 65, 66, 67, 68, 73 to 78, 80, 81, 94 and 118 of Table A shall not apply to the Company.

4. The Company and the Directors thereof shall at all times comply with the Bye-Laws of the Royal Institution of Chartered Surveyors. The consent of the General Council of the Royal Institution of Chartered Surveyors shall be obtained prior to any transfer of shares to a person or body who would hold them wholly or mainly as an investment.

SHARE CAPITAL

5. The share capital of the Company at the date of adoption of these Articles is £50,000, divided into 50,000 Ordinary Shares of £1 each of which 25,000 shares are issued and fully paid up.

6. The Directors be and they are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) up to an aggregate nominal amount of the total unissued share capital of the Company (original and increased) for the time being provided that this authority shall expire on the date being five years after the date of adoption of these Articles save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired and provided further that this authority shall be in substitution for and supersede and revoke any earlier such authority conferred on the Directors.

7. In accordance with Section 91 of the Act, Section 89 (1) and Section 90(1) to (6) (inclusive) shall not apply to the Company and the Directors are accordingly authorised to allot or dispose of all unissued shares from the time being in the capital of the Company (original and increased) to such persons, at such times and on such terms and conditions as the Directors in their discretion may think fit.

LIEN

8. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all monies owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

TRANSFER OF SHARES

9. (A) If the holder of any share or shares in the Company (in this Article called "the Vendor") shall wish to transfer any of them he shall offer to sell them to the holders of other shares in the Company by notice in writing ("a transfer notice") to the Auditors for the time being of the Company ("the Auditors"). The Auditors shall thereupon give in writing to the other shareholders in the Company ("the Purchasers") notice of their receipt of the transfer notice.

(B) A transfer notice shall constitute the Auditors the agent of the Vendor for the purpose of selling to the Purchasers and shall be an offer to sell the shares in question at a price specified in the notice or, if any of the Purchasers shall so elect (by notice in writing to the

Auditors) within 21 days of the date the Auditors give them notice of such offer, at a fair price as between a willing buyer and willing seller to be certified at the Company's expense by the Auditors acting as experts and disregarding the fact that the shares in question may represent a minority interest. Upon so certifying the Auditors shall forthwith notify the Vendor and all the Purchasers of the price so certified. Upon such election by any Purchaser all previous acceptances shall be deemed withdrawn and the Auditors shall so notify the Vendor and the Purchasers.

(C) The Purchasers shall be deemed to have refused such offer if:-

- (i) within 21 days of the date of the offer they all fail either to notify the Auditors of their acceptance of the same or to elect to have the price certified as aforesaid; or
- (ii) the Purchasers shall fail to notify the Auditors of their acceptance within 21 days of the date the Auditors give them notice of the offer or notice of the price certified by the Auditors (whichever is later).

(D) Where there is more than one person in the category of Purchasers the shares offered shall be attributed to the accepting Purchasers in such proportions as the Directors may determine. Promptly after the time for acceptances has expired the Auditors shall notify (such notice being called a "completion notice") the Vendor and each of the Purchasers as to the name of each accepting Purchaser and the number of shares to be transferred to him and completion shall be effected (unless otherwise agreed) at the office of the Auditors (if appropriate as selected by them) within fourteen days of such notices being given.

- (E) Upon receipt of a completion notice the Vendor shall be bound, upon payment or tender of the price to him or the Auditors, to deliver the share certificate comprising such shares to the Purchaser if only one and it comprises no other shares but otherwise to the Auditors and to execute a transfer or transfers to the accepting Purchasers of the shares due to each of them and if he shall fail within 14 days of such completion notices being given the Auditors (or any Partner in any firm comprising the Auditors) shall be deemed to be the duly appointed attorney of the Vendor with full power, upon payment of the price to the Auditors (if not previously paid to the Vendor) to execute complete and deliver in the name and on behalf of the Vendor a transfer or transfers of the shares to the accepting Purchaser(s) and to give a good discharge to the accepting Purchaser(s) and (subject to execution of each transfer by the appropriate Purchaser and to stamping) the Directors shall be entitled and bound to enter the name of the accepting Purchaser(s) in the Register of Members as the Holder(s) of the shares purchased by him (or them) and to remove the name of the Vendor as to such shares. After the name(s) of the accepting Purchaser(s) has (or have) been entered in the Register of Members in purported exercise of such power the validity of the proceedings shall not be questioned by any person and the said purchase price shall if paid to the Auditors be held by the Auditors (for the time being) in trust for the Vendor.
- (F) On the death of any member, or on any member ceasing to be a practising Chartered Quantity Surveyor, or on any member ceasing to be a partner of the Partnership or employed by the Partnership or by any company in whose share capital the Partnership has a beneficial

interest, then a transfer notice under Article 9(A) will be deemed to have been served by such member in respect of all shares in the capital of the Company registered in his name and the provisions of sub-Articles (B), (D), and (E) shall apply thereto save that all other members of the Company shall be deemed to have agreed to purchase at the price certified by the Auditors such shares in such proportions as the Directors may determine.

10. (A) The Directors shall not be entitled to decline any transfer made under the provisions of Article 9. Subject as aforesaid no transfer of any share shall be made or registered without the previous consent of the Directors, and the Directors may in their absolute discretion and without assigning any reason refuse to give such sanction.
- (B) For the purposes of this or any other relevant Article the following shall be deemed to be a transfer:-
- (i) any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares to the effect that such shares or any of them be allotted or issued to some person other than himself; and
 - (ii) any sale or other disposition for consideration of otherwise by whomsoever made and whether effected by an instrument in writing or not of any beneficial interest in a share.

GENERAL MEETINGS

11. (A) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided that one of those is the Parent.

(B) Notwithstanding regulations 45 to 53 of Table A, no resolution shall be deemed to have been passed unless a vote in its favour has been cast by or on behalf of the Parent or in the case of a resolution in writing, the resolution has been executed by the Parent or signed on its behalf by the Parent's corporate representative.

12. A poll may be demanded at any General Meeting by any member entitled to vote thereat. Regulation 46 of Table A shall be modified accordingly.

13. On a show of hands or on a poll votes may be given either personally or by proxy.

ALTERNATE DIRECTORS

14. Any Director (other than an alternate Director) may at any time appoint any member of the Company (or more than one, jointly or severally) to be an alternate Director of the Company to represent such Director and may at any time remove an alternate Director so appointed from office. An alternate Director so appointed shall not except by virtue of an agreement with the Director whom he represents be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provision of these presents with regard to Directors. An alternate Director shall be entitled to receive notices of all meetings of the Directors, and, in the absence of the Director whom he represents, to attend and vote at all meetings of the Directors and to perform all the functions of such Director as a Director. When acting also as a Director or as an alternate Director for more than one Director, an alternate Director shall have one vote for every Director he represents, in addition to his own, if himself a Director. An alternate Director shall ipso facto cease to be an alternate Director if the Director whom he represents ceases for any reason to be a Director. Any such appointment or the termination thereof shall be by notice in writing to the Company and take effect when the notice effecting the same is delivered to the

Registered Office of the Company or to the Secretary or is produced at a meeting of the Directors.

APPOINTMENT OF DIRECTORS

15. (A) Unless and until otherwise determined by Special Resolution of the Company the number of Directors shall not be less than two;
- (B) Without prejudice to any other manner permitted by the Act or under Table A (insofar as the latter has not been excluded by or is inconsistent with these Articles) for so long as the Parent is the beneficial owner of any share or shares in the Company any Director may be appointed or removed by written notice of the Parent;
- (C) For so long as the Parent is the beneficial owner of any share or shares in the Company the Parent shall by written notice to the Company appoint and remove (without notice) any two persons to and from the office of Director of the Company. The persons holding office pursuant to these Articles are herein called the Parent Directors;
- (D) A Director:-
- (i) who is also a partner in the Partnership shall vacate his office immediately on his retirement from the Partnership; and
- (ii) in any event shall vacate his office on attaining the age of 65;
- (E) A Director shall not be required to hold any qualification shares in the Company.
16. Subject to Article 15(B), a member or members holding a majority in nominal value of the issued shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or

removal shall be effected by notice in writing to the Company signed by the member or members making the same. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the Registered Office of the Company or to the Secretary or is produced at a meeting of the Directors and any such removal shall be without prejudice to any claim which a Director so removed may have for damages for breach of any contract of service between him and the Company, subject to the provisions of Section 319 of the Act.

RETIREMENT OF DIRECTORS

17. Subject always to any claim arising under any contract between him and the Company and to the provisions of Section 319 of the Act, the office of Director shall be vacated:-

- (A) if he resigns his office by notice in writing to the Company; or
- (B) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (C) if he becomes prohibited from being a Director by reason of any order made under Sections 295 to 299 of and Schedule 12 to the Act; or
- (D) if he becomes of unsound mind; or
- (E) if he is otherwise duly removed from office.

REMUNERATION OF DIRECTORS

18. Regulation 82 of Table A shall be amended by the addition of the following: "Unless otherwise determined by the Company in General Meeting such remuneration shall be divided between the Directors in such proportion and manner as the Directors may unanimously determine or in default of such determination equally except that any Director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held

office. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the Directors may determine".

DIRECTORS' INTERESTS

19. Subject to such disclosure as is required by Section 317 of the Act a Director may vote as a Director in regard to any contract, matter or arrangement in which he or the Company is interested, whether or not the Director or the Company is a party to the same and if he shall so vote his vote shall be counted and he shall be counted in the quorum when any such contract, matter or arrangement is under consideration.

20. The Directors shall not be subject to retirement by rotation and accordingly the final two sentences of Regulation 79 of Table A shall not apply to the Company.

21. Regulation 88 of Table A shall be amended by substituting for the sentence:
"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom".

the following sentence:

"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom".

22. The directors shall not have power to exercise the powers of the Company to:-

either (i) (a) borrow money or raise other financial accommodation other than in the ordinary course of business and in any event for amounts exceeding £50,000;

- (b) mortgage, charge or grant any other security interest over the undertaking, property or uncalled capital of the Company;
- (c) issue shares, debentures or other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;
- (d) subject to paragraph (ii) below incur debts or make loans or permit the creation of any contract or obligation other than in the ordinary course of business and in any event for amounts exceeding £5,000 save that this restriction shall not apply to the instruction of any surveyor or firm of surveyors independent of the Company employed in relation to contracts or business of the Company, and such instruction shall not require consent of either of the Parent Directors;
- (e) lease or purchase property (real or personal), sell or lease the Company's property (real or personal) other than in the ordinary course of business and in any event for amounts exceeding £12,500;
- (f) provide guarantees or indemnities of the obligations of any third party;

except with the unanimous consent of the Parent Directors; or

- (ii) accept instructions from clients when the estimated value of fees which will be chargeable in respect of those instructions may reasonably be expected to exceed £100,000 or such greater amount as may be authorised by Ordinary Resolution of the Company except with the consent of one of the Parent Directors.

23. Any Director (including an alternate director) may participate in a meeting of the Directors by means of a conference telephone or similar

communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

REGIONAL DIRECTORS

24. (A) The Directors may from time to time appoint any person to be an official of the Company who shall be known as a Regional Director and may from time to time remove any such person from such appointment with or without appointing another in his place. Any appointment or removal of a person to or from such office shall take effect from the time of passing the resolution by which such appointment or removal is determined upon, or from such other time as may be fixed by such resolution. Every resolution appointing or removing a person to or from such office shall be recorded in the Company's Minute Book in which Minutes of the proceedings of the Board are recorded.
- (B) The Directors may from time to time define, limit and restrict the powers, authorities and discretions, and may fix and determine the remuneration, duties, immunities, share qualification (if any) and titles of such Regional Directors generally, or of any particular one or more of them.
- (C) A person holding the appointment of Regional Director shall not be entitled to attend meetings of the Board except as may from time to time be determined by the Board, nor shall he be reckoned in the quorum at any meeting of the Board.
- (D) Persons holding the appointment of the Regional Director shall not be reckoned in the number of Directors for the purposes of Article 13 hereof nor shall they be liable to retirement by rotation and

generally the expression "Director" or Directors" where used in these Articles shall not include a Regional Director unless the context so requires, nor shall any person holding the appointment of Regional Director be deemed to be a Director or a shadow director of the Company within the meaning of or for the purposes of the Act.

THE SEAL

25. In accordance with Section 39 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

NOTICES

26. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

INDEMNITY

27. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Secretary, Auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

P.S Tether,
"Whispering Birches",
36, Barnet Gate Lane,
Arkley, Barnet,
HERTS EN5 2AB.

A.J.C. Boswell,
"Ashcroft",
43 Chestnut Avenue,
Chorleywood,
Rickmansworth,
HERTS WD3 4HA

Dated this 5th day of October, 1981.

Witness to the above Signatures:

A. KANE
Inveresk House,
1 Aldwych,
London, WC2R 0HF

Chartered Secretary