THE COMPANIES ACT, 1965
MALAYSIA

PUBLIC COMPANY LIMITED BY GUARANTEE

Memorandum

and

Articles of Association

of

LFKL BHD.
(Company No. 473805-T)

Incorporated on the 17th day of December, 1998
No. Syarikat
473805

PERAKUAN PEMERBADANAN SYARIKAT AWAM

Adalah diperakui bahawa

LFKL BHD.


HAMIDAH BINTI MANAD
Penolong Pendaftar Syarikat
Malaysia

[Barang ini diterjemahkan oleh Peguam Negara, Malaysia, menurut Pemberitahuan Undangan No. 12 tahun 1954: PN (386) 23 P. 11, P.S. 7/61 Jad. 21]
THE COMPANIES ACT, 1965

COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

LFKL BHD

1. The name of the Company is LFKL BHD (hereinafter called "the Company").

2. The registered office of the Company will be situated in Malaysia.

3. The objects for which the Company is established are:-

   (1) To carry on a French school in Malaysia for children of French nationality and/or of other nationalities provided always that this is done in conformity with the rules, regulations and laws of Malaysia and in such manner as may, from time to time, be decided upon by the Company and to do all such other things as are incidental or conducive to the attainment of the above object.

   (2) To ensure that the teaching offered in said French school is in conformity with the French programs leading to French diplomas and possibly European Union diplomas as set out by the French Ministry of Education.

4. In furtherance of aforesaid objects, and without limiting the generality of such objects, the Company shall be empowered in accordance with the law for the time being in force:-

   (1) To provide, develop and improve education of all kinds approved under the education laws of Malaysia and in such manner as may, from time to time, be decided upon by the Company.

   (2) To provide all kinds of sporting and recreational activities and facilities in such manner as may, from time to time, be decided upon by the Company.

   (3) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations, grants, subscriptions or otherwise.

   (4) To accept any gift of property (moveable or immovable) whether subject to any special trust or not, for any one or more of the objects of the Company.

   (5) To establish, maintain and administer scholarship funds to advance moral, intellectual and physical education and welfare of deserving and needy students.

   (6) To undertake and execute any trusts which may seem directly or indirectly conducive to any of the objects of the Company.

   (7) To purchase, take on lease or otherwise acquire for the purposes of the Company and to hold
any estates, lands, buildings, easements or other interests in immovable or movable property which may be deemed necessary or convenient for any of the purposes of the Company PROVIDED that in any case the Company shall not acquire or hold any land without the licence of the Minister concerned.

(8) To manage, sell, transfer, let, hire, lease, charge, mortgage, dispose of or otherwise deal with all or any part of the property (movable and immovable) and undertaking of the Company.

(9) To construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Company.

(10) To obtain or to borrow monies in furtherance of the purposes of the Company only and on such terms either with or without securities as the Board of Directors may determine.

(11) To open and operate bank accounts and to draw, accept, make, endorse, discount and negotiate bills of exchange and promissory notes.

(12) To invest any moneys of the Company not immediately required in such manner as from time to time may be determined.

(13) To purchase, acquire, hold, sell and deal in shares, stock, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by the Malaysian Government, State Government or public authority.

(14) To acquire by subscription, purchase or otherwise and to accept and take, hold and sell, shares or stock in any company, society or undertakings, the objects of which either in whole or in part, be similar to those of the Company, or such as may be likely to promote the objects of the Company.

(15) To accept stock or shares in or debentures mortgage or other securities of any company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.

(16) To establish and procure the registration of, and to direct, manage and maintain, any agency or branch of the Company in any part of Malaysia in connection with the objects of the Company or one or more of them.

(17) To engage and appoint and pay such officers, clerks, agents, servants or persons to perform such duties or services for the proper administration and management of the Company and to remove and suspend the same.

(18) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and to remunerate any person or persons for services rendered in the promotion and establishment of the Company in cash or in any other manner allowed by law.

(19) To make donations for any charitable purposes.

(20) To transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.

(21) To do all such other lawful things as are incidental or conducive for the purposes of the Company.

PROVIDED ALWAYS THAT:-

(i) the provisions of the Third Schedule to the Companies Act, 1965 shall not apply to the Company and the foregoing paragraphs shall be read and construed without reference to the
provisions of that Schedule.

(ii) the Company shall not support with its funds any political organisation or any objects, or endeavour to impose on or procure to be observed by its members or others, any regulations, restrictions or conditions which, if any were included in the objects of the Company would make it a trade union.

5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company or to any of them or to any person claiming through any of them. PROVIDED that nothing herein shall prevent the payment in good faith of remuneration to any officer or employee of the Company, or to any member of the Company or other person in return for any professional services rendered to the Company, nor prevent the payment of interest on any loan advanced by members of the Company to promote the objects thereof or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the Board of Directors shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money’s worth shall be given by the Company to any member of the Board of Directors except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or in respect of professional services or reasonable and proper rent for premises demised or let to the Company as aforesaid.

6. The liability of the members is limited.

7. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but, if and so far as effect can be given to the next provision, shall be given or transferred to some other institutions having objects similar to or cognate to the Company to be determined by the members of the Company at or before the time of dissolution and in default thereof by a Judge of the High Court of Malaysia provided always that a portion of said remaining property commensurating with the amount of direct help/financial assistance given to the Company by the Government of France and/or AEFE will be given or transferred to the Republic of France and/or an organization promoting French culture and language, said organization being designated by the French Minister of Foreign Affairs or his appointed representative.

8. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that he is a member or within one (1) year afterwards for the payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Ringgit Malaysia One Hundred (RM100.00).

9. True accounts shall be kept of the sums of moneys received and expended by the Company and the manner in which such receipt and expenditure takes place and of the property credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be opened to inspection of members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more approved qualified Auditor or Auditors.
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.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

ERIC MICHEL CAMUS BIJAOUI
24, Bukit Travers
50480 Kuala Lumpur
NRIC No. 570202-71-5499
Company Director

JEAN-LUC LOUIS JACQUES MACE
Unit B3-5, Sri Bukit Tunku
3, Lorong Tun Ismail
50480 Kuala Lumpur
French Passport No. 94LZ94228
Principal

Dated this 1st day of December, 1998

Witness to the above signatures:-

CHARLES WILLIAM KRAAL
BC/K/44

Lodged by Messrs Paul Chong & Kraal
18th Floor, Wisma Bumi Raya
10, Jalan Raja Laut, 50350 Kuala Lumpur
Tel: 03-2911511
THE COMPANIES ACT, 1965

COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

LFKL BHD

INTERPRETATION

1.1 In the Articles unless there be something in the subject or context inconsistent therewith:

"the Act" means the Companies Act 1965.

"AEFE" means Agence pour l'enseignement Francais a l' etranger, France.

"Auditor" means the person or firm appointed as auditor or auditors of the Company.

"Board of Directors" means the Board of Directors of the Company elected, appointed or otherwise constituted in the manner prescribed by the Articles.

"company" means any incorporated company or body corporate constituted under the laws of Malaysia or under the law of any foreign country.

"the Company" means LFKL Bhd incorporated under the Companies Act 1965.

"firm" means two or more persons carrying on business in partnership together.

"the French school" means the French school the carrying on of which constitutes the main object of the Company and shall include the school and/or any branch thereof which is being carried on by the Company from time to time.

"General Meeting" means a general meeting of Company.

"Honorary Chairman" means the Honorary Chairman of the Consultative and Advisory Board.

"Honorary Secretary" means the person elected as the Honorary Secretary of the Company pursuant to Article 7.3, being an elected member of the Board of Directors.

"member" means every person admitted to membership of the Company in compliance with these Articles of Association.

"parent" means either the natural or adoptive parent.

"President" means the President of the Company.

"Principal" means the principal of the French school in Kuala Lumpur.
"representative of member" shall mean:-

(1) Any partner in a firm registered as a member by its conventional name.

(2) Any person holding a power of attorney or letter of procurement for the purpose of enabling him to carry on the business of a member.

(3) Any person of good reputation residing in Malaysia acceptable to the Company who is appointed to exercise the rights and privileges of membership on behalf of any member such appointment being by writing signed or executed by such member or the agent of such member or the agent of such member duly authorised in writing and registered with the Secretary. In the case of a Corporate Member, such representative of member shall be entitled to appoint an alternate representative acceptable to the Company who shall represent the Corporate Member in the absence of the first mentioned representative of member. Such alternate representative of member shall be registered with the Company. Representative of Corporate Member need not be of French nationality.

"Secretary" means the person appointed as the company secretary of the Company as understood in the Act.

"Treasurer" means the person appointed as Treasurer of the Company.

Words importing the singular number only include the plural number and vice-versa.

Words importing the male gender shall include the female and neuter genders.

Words denoting persons include corporations.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modifications thereof in force at the date at which these Articles become binding on the Company.

2.1 The provisions of Table A in the Fourth Schedule of the Companies Act 1965 shall not apply to the Company.

MEMBERS

3.1 The number of members with which the Company proposes to be registered is not to exceed Three Hundred (300) but the Board of Directors may from time to time register an increase or reduction in the number of members.

3.2 The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these articles and no other shall be members of the Company and shall be entered in the register of members accordingly.

3.3 The membership of the Company shall comprise of the following categories and the following shall be eligible for membership:

(1) Corporate Members

(i) All limited liability companies, partnerships or joint-ventures or other organisations registered in France (incorporated or otherwise) and located in Malaysia whether through branches.
representative offices or otherwise howsoever.

(i) All public or private companies, sole proprietorships, associations or other organisations registered in Malaysia or in any other countries.

(2) Individual Members

(i) Any family residing in Malaysia in which at least one of the parents is a French, Malaysian or other citizen and engaged in business or employed in Malaysia and who intend to enrol at least one child in the family in the French school.

Any family in which either parent is or both parents are employed by or attached to a company which is a Corporate Member may choose to be either an Individual Member or be part of the company's corporate membership, in the former case, the entrance fees and subscription referred in Articles 3.9 to be borne by the family itself and in the latter case, by the company which is the Corporate Member. As Individual Member, each family is entitled to one (1) membership.

(3) Honorary Members

An Honorary Member can be appointed for a certain number of years not exceeding a period of three (3) years but with a possibility of renewal upon expiry of that period, at the discretion of the Board of Directors. He may attend the Annual General Meeting at the invitation of the Board of Directors. He will not be allowed to vote and he will not pay any entrance fee or subscriptions. He may not be held responsible for the debts of the Company and is not eligible for election into the Board of Directors.

(4) Associate Members

All French individuals, companies, partnerships or joint-ventures having neither subsidiaries, branches nor representative offices in Malaysia and all non-profit organisations of commercial and cultural nature shall be entitled to admission as Associate Members at the discretion of the Board of Directors. Such Associate Members shall have no voting rights at all Meetings and they may not be held responsible for the debts of the Company. They are also not eligible for election into the Board of Directors and cannot be part of any committee or sub-committee.

(5) Other Members

Other Members other than those covered by the foregoing categories of shall be admitted at the discretion of the Board of Directors.

3.4 Any firm or company eligible for membership may become a member in their conventional or corporate name.

3.5 Notwithstanding Article 3.4, a person nominated, elected or appointed to any office, committee, sub-committee or other position within the Company, shall be so nominated, elected or appointed in the name of the individual who is either a member in his own right or who is a representative of a member firm or company, and such individual shall hold office in his own name without derogation from any responsibilities he may have as a representative of a member firm or company. Similarly, resignation from or relinquishment of any such position shall be in the name of the individual.

3.6 The decision to admit new members shall be entrusted by the Board of Directors to the Principal. The Board of Directors will then confirm the decision of the Principal in this matter by a vote to declare the member admitted with effect from the time the new member has paid the entrance and subscription fees. The decision made by the Principal in the admission of new members can only be reversed by the Board of Directors in totally extraordinary circumstances and by a majority of vote if and when proof in no way uncertain is brought to the Board of Directors that the said new member(s) is/are a threat/hindrance to the smooth operation of the French school and/or the Company itself.
Immediately upon the election of a candidate, notice thereof shall be given to him and he shall be furnished with a copy of the Articles and a request to remit to the Treasurer the amount of the entrance fee (if any) and the first subscription. Upon payment of his entrance fee and subscription, he shall become a member of the Company and be entitled to all the benefits and privileges of membership and be bound by the Articles.

Entries in The Register of Member

The Secretary shall cause to be entered the name and address of each member in the register of member upon his election to membership.

Entrance fees and Subscription

The payment of entrance fees ("frais d'inscription") (if any) and subscription ("ecoles") by members shall be of such amount and payable on such dates in such manner as the Board of Directors may from time to time prescribe.

Every Corporate, Individual, Associate and Other Member shall pay the subscription as proposed and determined from time to time by the Board of Directors.

Any member who has not paid the subscription by the due date will be considered automatically expelled from the Company, unless the contrary is decided by the Board of Directors who shall have the right to impose such condition of continuation of membership as they deem fit.

CESSATION OF MEMBERSHIP

A member shall cease to be member of the Company and his name shall be removed from the register of members in any one of the following events:

1. if he by notice in writing to the Company resigns;
2. if he ceases to be a member in accordance with Article 5; or
3. if being a corporate body, it is dissolved or wound up or ceases to carry on activity for more than six (6) months.

The decision of the Board of Directors as to whether any member has come within the provision of Article 4.1 shall be final and binding on such member.

If any member ceases for any cause whatsoever to be a member of the Company, he shall not nor shall his heirs, executors, administrators and successors-in-title have any interest in or any claim against the funds or property of the Company. Notwithstanding his cessation, he shall be liable within one (1) year afterwards, for payment of the debts and liabilities of the Company contracted before he ceased to be a member, and the cost, charges and expenses of winding up the same to such amount as may be required not exceeding the sum of Ringgit Malaysia One Hundred (RM100.00).

Resignation of Members

Any member who wishes to resign from the Company shall inform the Board of Directors by sending a notice in writing not less than fourteen (14) days in advance of his proposed date of resignation.

The resignation of a member shall be accepted by the Principal who will then inform the members of the Board of Directors of the same through a circular information note.
DISCIPLINARY ACTION

5.1 Any member who:-

(1) is in breach of Article 3.11; or

(2) has committed a criminal offence (other than a traffic offence) under the laws of Malaysia either within or without the compound of the French school,

may be liable to suspension for a period to be determined at the discretion of the Board of Directors or expulsion by the Board of Directors.

5.2 If the Board of Directors intends to exercise these powers, the member concerned shall be given prior notice of the conduct complained of and reasonable opportunity to explain his position in writing. The decision of the Board of Directors shall be final and conclusive.

5.3 On expulsion, a member shall lose all his rights and privileges and his name shall be deleted from the register of members kept by the Company.

OTHER INTERESTS

6.1 All members having interests other than those specified in the memorandum of association, shall declare in writing to the Board of Director all such other interests and, notwithstanding the provisions herein contained, the Board of Directors shall have the absolute power to determine whether or not such other interests may be continued and, if so, the conditions on which and the period for which they may be continued.

BOARD OF DIRECTORS

7.1 The Company shall be under the management and direction of the Board of Directors who in addition to the powers expressly conferred on them by these Articles may exercise or do all such acts and things as may be exercised or done by the Company and are not hereby or by law expressly directed or required to be exercised or done by the Company in General Meeting.

7.2 The first members of the Board of Directors until the First Annual General Meeting shall be:

(1) DANIEL OMNES
(Consul of France in Malaysia)

(2) PHILLIPE LIEGE
(Cultural and Scientific Counsellor of the French Embassy in Malaysia)

(3) JEAN-LUC LOUIS JACQUES MACE
(Principal)

(4) EMMANUELLE MAIRE-FRANCE BECKER PAUL

(5) BRUNO JACQUES PHILIPPE LEMAIRE

(6) MARIO JEAN CLAUDIO NEGRI

(7) XAVIER ANDRE JEAN RASSAT

(8) ERIC MICHEL CAMUS BIAOUI
7.3 The Board of Directors shall consist of not more than eight (8) members, the majority of whom shall be French citizens and comprising of:

(1) the Cultural and Scientific Counsellor of the French Embassy in Malaysia because he is a member of the French Ministry Of Foreign Affairs and is the representative of AEFIE;

(2) the Consul of France in Malaysia because he is in charge of managing the financial aid given to the Company by the French Government and supervising the utilization of the said aid;

(3) five (5) elected members who were elected in the Annual General Meeting; and

(4) the Principal who shall be attached as a permanent consultative member.

7.4 Save as aforesaid, the eight (8) members of the Board of Directors shall comprise of the President, the Treasurer, the Honorary Secretary and five (5) members.

7.5 The five (5) members of the Board of Directors who were elected in the Annual General Meeting shall within two (2) weeks from Annual General Meeting elect from amongst themselves, the President, the Treasurer and the Honorary Secretary. The other three (3) members of the Board of Directors cannot participate in this vote.

Consultative And Advisory Board

7.6 There shall be constituted a Consultative And Advisory Board whose members shall comprise of:

(1) the French Ambassador in Malaysia as the Honorary Chairman of the Consultative And Advisory Board;

(2) the Cultural and Scientific Counsellor of the French Embassy in Malaysia;

(3) the Consul of France in Malaysia;

(4) five (5) elected members who were elected in the Annual General Meeting;

(5) the Principal;

(6) a person from the French business community in Malaysia who is appointed by Malaysian French Business Organisation Berhad; and

(7) a person being a Malaysian citizen who is appointed by the French Ambassador.

7.7 The Consultative And Advisory Board shall meet at least twice a year unless otherwise warranted due to exceptional circumstances. Any person may be authorized by the Consultative And Advisory Board to attend the meetings, but will not be entitled to vote.

7.8 All decisions of the Consultative And Advisory Board shall be by a simple majority. Only the Cultural & Scientific Counsellor of the French Embassy in Malaysia, the Consul of France in Malaysia and the five (5) elected members who were elected in the Annual General Meeting have voting rights.

President

7.9 The five (5) members of the Board of Directors who were elected in the Annual General Meeting shall within two (2) weeks from Annual General Meeting elect the President of the Company from amongst themselves upon such terms and conditions as they shall determine. Provided Always That the President of the Company shall be a French citizen. Until the First General Meeting or such election whichever the later, ERIC MICHEL CAMUS BIJAOUI shall act as the President of the Company.
7.10 The President shall hold office until the next Annual General Meeting unless he resigns or otherwise ceases to hold such office prior to that.

7.11 The President shall normally preside as chairman at all meetings of the Board of Directors, the Consultative And Advisory Board and of the Company in general meetings and shall represent the Company in its dealings with third party in accordance with such principles and policies as may be determined by the Board of Directors from time to time. The President shall not without the sanction of the Board of Directors, make any decision committing the assets of the Company by way of borrowing or entering into any transaction with third party.

Honorary Chairman

7.12 The Honorary Chairman shall be the French Ambassador in Malaysia.

Secretary

7.13 The first Secretary of the Company shall be CHARLES WILLIAM KRAAL (BC/K/44).

7.14 The Secretary shall keep all records, except for the financial records of the Company, and shall be responsible for their being correct and up-to-date. He will keep minutes of all general and Board of Directors' meetings upon receipt of same from the Honorary Secretary and shall maintain an up-to-date register of membership.

Treasurer

7.15 The Treasurer shall keep all funds and collect and disburse all monies on behalf of the Company as directed by the Board of Directors and shall keep an ongoing account of all monetary transactions of the Company. The Treasurer shall be responsible for the correctness of the said accounts and shall publish a copy of the same to members of the Company after audit before the Annual General Meeting.

ELECTION OF THE ELECTED MEMBERS
OF THE BOARD OF DIRECTORS

8.1 The five (5) elected members of the Board of Directors shall be elected by a secret ballot from the voting members of the Company for a one (1) year term at the Annual General Meeting and may be re-elected every year during the Annual General Meeting.

8.2 Candidates shall notify the Secretary of their nomination for election at least one (1) week before the Annual General Meeting.

8.3 Each voting member of the Company shall be entitled to exercise his right to vote during the election in respect of up to five (5) candidates.

8.4 The five (5) candidates with the highest number of votes obtained at the Annual General Meeting shall be appointed as the Board of Directors members for the ensuing year.

MEETING OF THE BOARD OF DIRECTORS

9.1 Meetings of the Board of Directors shall be called within one (1) week's prior notice by the President of the Company as often as necessary, or upon request of three (3) of its members but will meet at least once a month.

9.2 A quorum is attained when three (3) of the members of Board of the Directors are present, two (2) of them being elected members.
9.3 The President, or in his absence, the Honorary Secretary, shall act as the chairman at all meetings of the Board of Directors. If neither the President nor the Honorary Secretary be present at any such meeting, the members of the Board of Directors present shall elect a chairman from amongst themselves to chair the meeting.

9.4 All decisions of the Board of Directors shall be by a simple majority. Only the Cultural & Scientific Counsellor of the French Embassy in Malaysia, the Consul of France in Malaysia and the five (5) elected members who were elected in the Annual General Meeting have voting rights. In the case of equality of votes, the chairman of the meeting shall have a casting vote.

9.5 The Honorary Secretary shall record the minutes of all Board of Directors' meetings and provide a copy of the same to the Secretary who will in turn provide a copy (with a translation thereof, where necessary) to each member of the Board of Directors. A copy of the minutes may be furnished to any member of the Company upon request.

9.6 Any person may be authorized by the Board of Directors to attend the meetings, but will not be entitled to vote.

9.7 A Director shall disclose his interest in respect of any contract or proposed contract with the Company in which he is directly or indirectly interested and shall not vote on any matter arising or concerning such contract or proposed contract and if he does so his vote shall not be counted.

WITHDRAWAL OR RESIGNATION FROM OFFICE

10.1 In the event of any member of the Board of Directors ceasing to continue in office for any reason whatsoever the Board of Directors shall have the power to fill the vacancy from amongst members of the Company for the remainder of the term.

RESOLUTION IN WRITING

11.1 A resolution in writing signed by all members of the Board of Directors for the time being present in Malaysia and entitled to receive notice of a meeting of the Board of Directors shall be deemed as valid and effectual as if it has been passed at a meeting of the Board of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Board of Directors. Any such documents may be accepted as sufficiently signed by one or more members of the Board of Directors even if it is forwarded to the Company by facsimile transmission.

COMMITTEES

12.1 The Board of Directors may from time to time appoint committees (including that of a parent-teachers association) from such members as it thinks fit and with such powers as the appointing Board of Directors may prescribe provided that such powers are not in excess of its own.

12.2 The committees shall conduct their business and proceedings in accordance with such rules and regulations as may from time to time be prescribed by the Board of Directors and in the absence of any such rules and regulations, the committees shall, wherever applicable, adhere to the Articles here in contained for regulating the business and proceedings of the Board of Directors.

12.3 No report or resolution of any committee shall bind the Company until such report or resolution is adopted or confirmed by the Board of Directors, unless at the time of the appointment, power to so bind was expressly conferred on such committee.
VALIDITY OF ACTS

13.1 All acts done at any meeting of the Board of Directors, the Consultative And Advisory Board or of a committee or by any person acting as a member of the Board of Directors, the Consultative And Advisory Board or such committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Board of Directors, the Consultative And Advisory Board or committee or person acting as aforesaid, or that any of them were disqualified, be as valid as if such Board of Directors, the Consultative And Advisory Board or committee or person had been duly appointed and was qualified to so act.

ANNUAL GENERAL MEETINGS

14.1 The Annual General Meeting of all members shall be called during the course of the months of October or November in each year or not later than fifteen (15) months immediately following the last Annual General Meeting upon date and time to be fixed by the Board of Directors, for the following purposes:

(1) to receive the President's annual report;

(2) to receive and consider the Company's annual audited accounts together with the Board of Directors' and Auditor's report thereon;

(3) to consider the Board of Directors' proposal regarding the amount of entrance fees and subscription to be levied for the ensuing year; and

(4) to elect the elected members of the Board of Directors and appoint the Auditor for the ensuing year.

14.2 At any General Meeting, after all business herein provided for shall have been disposed of, it shall be competent for any member to raise for discussion at the meeting any matter within the objects or purposes of the Company of which previous notice has been given by the Company.

14.3 A quorum of thirty per cent (30%) of the members personally present or by proxy is required for the Annual General Meeting.

14.4 In the event that such quorum is not attained within half (1/2) an hour after the time appointed for the Annual General Meeting, the members personally present or by proxy shall constitute a quorum.

14.5 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

EXTRAORDINARY GENERAL MEETINGS

15.1 An Extraordinary General Meeting of the Company may be convened by the Board of Directors, either on its own motion, or upon receipt of a written request of ten (10) members to the Secretary.

15.2 A quorum of thirty per cent (30%) of the members personally present or by proxy is required for the Extraordinary General Meeting.

15.3 In the event that such quorum is not attained within half (1/2) an hour after the time appointed for the meeting, the members personally present or by proxy shall constitute a quorum.

LANGUAGE

16.1 All General Meetings and Extraordinary General Meetings will be held in the French.
RIGHT TO VOTE

17.1 Save for Corporate Members, every member shall have one (1) vote at all General Meetings and Extraordinary General Meetings of the Company.

17.2 A Corporate Member shall have the number of votes which is equivalent to the number of family in its employ/attachment whose child/children are attending the French school and for whom the payment of the current subscription will have been fully paid at the time of the meeting. The registered representative of each Corporate Member will be the company’s representative with the right to vote at all General Meetings and Extraordinary General Meetings of the Company.

17.3 The vote of an Individual Member may be exercised by either of the parent of the family.

17.4 An Honorary or Associate or Other Member will have no right to vote during any General Meeting of the Company.

17.5 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present. Unless a poll is demanded by the President, a declaration by the chairman that a resolution has been carried and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

PROXY

18.1 Any member unable to attend a General Meeting or Extraordinary Meeting may appoint any other member to attend and vote on his behalf.

18.2 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy must be a member of the Company. The instrument appointing a proxy shall deem to confer authority to demand or join in demanding a poll.

18.3 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing proxy shall be in the following form or a form as nearly thereto as the circumstances admit:

LKL Bhd

I/We, of being a member/members of the above-named, hereby appoint, or failing him, of as my/our proxy to vote for me/us on my/our behalf at [annual or extraordinary, as the case may be] general meeting of the Company, to be held on the day of 19 and at any adjournments thereof.

Signed this day of 19

18.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company, or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than forty-eight (48) hours before the time appointed for taking of the poll and in default, the instrument of proxy shall not be treated as valid.
18.5 No person may be a proxy for more than two (2) members.

18.6 No person may be a proxy unless he has attained the age of eighteen (18) years.

AEFE

19.1 Funds for the French school shall be provided in part by AEFE which has signed an agreement with the said school.

19.2 The French school and the Company shall accept the financial, administrative and educational audit of AEFE.

AMENDMENTS

20.1 These Articles shall not be amended, repealed or added to, except by a resolution passed by not less than three quarter (3/4) of the members present and entitled to vote, including those having proxy votes at a General Meeting.

ACCOUNT AND REPORTS

21.1 The Board of Directors shall cause proper books of account to be kept at the registered office of the Company or at such place or places and in the charge of such person as the Board of Directors may from time to time direct.

21.2 At the Annual General Meeting in each year the Board of Directors shall lay before the Company a report and Income and Expenditure Account and a Balance Sheet containing a summary of the assets and liabilities of the Company made up to a date not more than six (6) months before the meeting from the time when the last preceding account and balance sheet were made up or, in the case of the first account and balance sheet, from the incorporation of the Company. At the Annual General Meeting, a report shall be presented by the Board of Directors as to the state of conditions and affairs of the Company. The Balance Sheet, Accounts and report shall be signed by the President and one other member of the Board of Directors and countersigned by the Secretary.

AUDIT OF ACCOUNTS

22.1 The Auditor being a professional auditor who shall have been appointed at the preceding Annual General Meeting, shall complete the audit of the annual accounts of the Company at least thirty (30) days before the Annual General Meeting. A vacancy occurring in the office of Auditor during the year shall be filled by the Board of Directors.

NOTICES

23.1 Every member upon election to the Company shall give to the Secretary in writing a registered address within Malaysia and shall from time to time notify the Secretary of any change thereof.

23.2 A notice may be served upon any member personally or by sending it through the post in a prepaid letter addressed to such member at the registered address given by the member to the Secretary.

23.3 The accidental omission to give any notice to any member shall not invalidate any resolution passed at any meeting.

23.4 A meeting called for the passing of a Special Resolution shall be called by twenty-one (21) days’ notice in writing at least. Any other meeting of the Company shall be called by (14) fourteen days
notice in writing at the least. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote at such meeting.

23.5 The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place and day and the hour of meeting, and in case of special business, the general nature of business.

23.6 The notice convening an Annual General Meeting shall specify the meeting as such.

23.7 The notice convening a meeting to consider a special resolution shall specify the intention to propose the resolution as a special resolution.

SEAL

24.1 The Board of Directors shall forthwith provide a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and shall provide for the custody of the seal for time being and it shall not be used except by the authority of the Board of Directors and in the presence of the President, and the President shall sign every instrument to which the seal of the Company is affixed in his presence.

24.2 Deeds bonds or other contracts under seal made on behalf of the Company sealed with the Common Seal of the Company and is signed by the President and counter-signed by the Secretary shall be deemed to be duly executed.
NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

ERIC MICHEL CAMUS BIAOUI
24, Bukit Travers
50480 Kuala Lumpur
NRIC No. 570202-71-5499
Company Director

JEAN-LUC LOUIS JACQUES MACE
Unit B3-5, Sri Bukit Tunku
3, Lorong Tun Ismail
50480 Kuala Lumpur
French Passport No. 94LZ94228
Principal

Dated this 1st day of December, 1998

Witness to the above signatures:

CHARLES WILLIAM KRAAL
BC/K/44

Lodged by Messrs Paul Chong & Kraal
18th Floor, Wisma Bumi Raya
10, Jalan Raja Laut, 50350 Kuala Lumpur
Tel: 03-2911511
Form H
Companies Act, 1965

NOTICE OF RESOLUTION

LFKL BHD

To the Registrar of Companies.

At an Extraordinary General meeting of the members of LFKL BHD duly convened and held at No. 8A, Jalan Tun Ismail, 50480 Kuala Lumpur on the 5th day of April 2002, the special resolution set out below was duly passed.

1. Alteration of the Articles of Association of LFKL Bhd

That the Articles of Association of the company be altered as per Annexure "A"

Dated: 6 APR 2002
Kuala Lumpur

Eric Bijaoui
Director

Lodged by:
Messrs Paul Chong & Nathan, Advocates & Solicitors
18th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut
50350 Kuala Lumpur. Tel: 03-26911511
ANNEXURE A

i. That Article 1.1 line 15 of the Company's Articles of Association be hereby amended as follows:

"Honorary Chairman" means the Honorary Chairman of the Supervisory Board.

ii. That Article 7.3 of the Company's Articles of Association be hereby amended as follows:

The Board of Directors shall consist of not more than five (5) members, the majority of whom shall be French citizens and comprising of:

(1) Deleted
(2) Deleted
(3) five (5) elected members who were elected in the Annual General meeting; and
(4) deleted

iii. That the following article be added to the Company's Articles of Association as Article No. 7.3.1:

7.3.1 The Board of Directors will invite to all of its meetings the Principal, unless otherwise decided by the Board members, so as to advise the Board of Directors about the French School's operations. The Principal will only be present in an advisory position and will not have any voting rights.

iv. That Article 7.4 of the Company's Articles of Association be hereby amended as follows:

Save as aforesaid, the five (5) members of the Board of Directors shall comprise of the President, the Treasurer, the Honorary Secretary and two (2) members.
v. That the Heading "CONSULTATIVE AND ADVISORY BOARD" on page 10 before Article 7.6 of the Company's Articles of Association be hereby amended as follows:

SUPERVISORY BOARD

vi. That Article 7.6 of the Company's Articles of Association be hereby amended as follows:

There shall be constituted a Supervisory Board whose members shall comprise of:

vii. That Article 7.6 (4) of the Company's Articles of Association be hereby amended as follows:

(4) five (5) Board of Directors members who were elected in the Annual General Meeting;

viii. That Article 7.6 (6) of the Company's Articles of Association be hereby amended as follows:

(6) a person from the French business community in Malaysia who is appointed by Malaysian French Business Organisation Berhad; and the person representing the elected representative of the "Francais de l'Etranger" who has been nominated by such elected representative to represent him/her in Malaysia and has been duly acknowledged by the French Embassy in Malaysia

ix That Article 7.6 (7) of the Company's Articles of Association be DELETED

x. That Article 7.7 of the Company's Articles of Association be hereby amended as follows:

The Supervisory Board shall meet at least once every three (3) months unless otherwise warranted due to exceptional circumstances. Any person may be authorized by the Supervisory Board to attend the meetings, but will not be entitled to vote.

xi. That Article 7.8 of the Company's Articles of Association be hereby amended as follows:

All decisions of the Supervisory Board shall be by a simple majority.
xii. That the following article be added to the Company’s Articles of Association as Article No. 7.8.1:

"The mission of the Supervisory Board is to verify that the strategic decisions made by the Board of Directors in regards to the French School’s management and budget are in conformity with the rules set by the AEFE. The Supervisory Board is a recipient of all the Board of Directors’ minutes and has access to all of the relevant documents facilitating its mission."

xiii. That Article 7.12 line 15 of the Company’s Articles of Association be hereby DELETED.

xiv. That Article 9.2 of the Company’s Articles of Association be hereby amended as follows:

A quorum is attained when three (3) of the members of the Board of Directors are present.

xv. That Article 9.4 of the Company’s Articles of Association be hereby amended as follows:

All decisions of the Board of Directors shall be by simple majority. In the case of equality of votes, the chairman of the meeting shall have a casting vote.

This is the annexure marked "A" referred to in the notice of resolution signed by me on the 8th day of April 2002.

Eric Bijaoui
Director of LFKL Bhd
FORM 11
Companies Act, 1965

NOTICE OF RESOLUTION

LFKL BHD

To the Registrar of Companies

At an Extraordinary General meeting of the members of LFKL BHD duly convened and held at No. 8A, Jalan Tun Ismail, 50480 Kuala Lumpur on the 15th day of June 2004, the special resolution set out below was duly passed.

1. Alteration of the Articles of Association of LFKL Bhd

That the Articles of Association of the company be altered as per Annexure "B"

Dated: 15 JUN 2004
Kuala Lumpur

[Signature]
Michel Henri Folliet
Director

Lodged by:
Messrs Paul Chong & Nathan, Advocates & Solicitors
18th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut
50350 Kuala Lumpur. Tel: 03-26911511
ANNEXURE B

1. THAT in the Company's Articles of Association, wherever the words "entrance fees and/or subscriptions fees appear, the same shall be substituted and read as "membership fees".

i. That Article 3.11 of the Company's Articles of Association be hereby deleted

ii. That the following sub-clauses be added to the Company's Articles of Association under Article No. 4.1:

(4) If the member ceases to reside in Malaysia

(5) If the member ceases to have children enrolled with the school

This is the annexure marked "B" referred to in the notice of resolution signed by me on the 16th day of June 2004

M. H. F.
Director of LFKL Bhd
Company No. 473805 T

FORM 11
Companies Act, 1965

NOTICE OF RESOLUTION

LFKL BERHAD

To the Registrar of Companies

At an Extraordinary General Meeting of the members of LFKL Bhd duly convened and held at Lycee Francais de Kuala Lumpur School Hall, at No. 34, Jalan Dutamas Raya, 51200 Kuala Lumpur on Wednesday, 15 June 2011 at 6 p.m. the special resolution set out was duly passed.

Alteration of the Articles of Association of LFKL Berhad

That the Articles of Association of the company be altered as per Annexure "C".

Dated: 15 June 2011
Kuala Lumpur

Director

Olga Juliette Thalouarn ep. Le Vigouroux
(passport No. 04PI82517)

Lodged by:
Tai King & Partners
No. 36-2, Jalan Pudu,
55100 Kuala Lumpur.
Tel: 03-2032 3622 / 3435
Fax: 03-2031 1611
ANNEXURE C

“That the Articles of Association of the Company be amended as follows:

1. Article 1.1 be amended to add “the” before the word “Company” under the definition of “General Meeting”.

2. Article 1.1 be amended by deleting “firm” means two or more ….. together.”

3. Article 1.1 be further amended to delete “(1) Any partner in a firm registered as a member by its conventional name” and to substitute “(1)” for “(2)” before the next sub definition and “(2)” for “(3)” before the last sub definition under the definition of “representative member”.

4. Article 2.1 be amended by deleting the words “shall not apply to the Company” and substituting with “may be followed and adopted by the Company for matters specifically provided by these Articles.”

5. Article 3.1 be amended to increase the number of members to one thousand (1000) and add “to” before the word “exceed”.

6. Article 3.3 (2) (i) be amended to substitute “family” with “parent” in the first line and by deleting “residing in Malaysia in which at least one of the parents is a French, Malaysian or other citizen and engaged in business or employed in Malaysia and”. It is further amended by deleting “intend to enrol” and substituting with “has enrolled” in line 2 and by deleting “in the family” in line 3.

For the 2nd paragraph, delete “family in which either” in line 1 and delete “is or both parents are” in line 1 and substitute with “who is”.

Substitute “entrance fees and subscription” in line 3 with “membership fees”.

Add “is” after the words “Articles 3.9” in line 3 and delete “family itself” in line 4 and substitute with “parent himself/herself”.

Delete “each family member is entitled to one (1) membership” in the last line and substitute with “such parent is treated as a single member.”

7. Article 3.4 be amended to delete “firm or” in line 1.

8. Article 3.6 be amended by adding “Notwithstanding the eligibility of the persons entitled to be admitted as members” at the start of the article and add “and register” in line 1 after the opening words “The decision to admit.”

Delete “entrusted by” in line 1 and substitute with “within the discretion of” and delete “to the Principal” at the end of line 1.

Delete “then confirm the decision of the Principal in” in line 2 and substitute with “decide”.

Delete “entrance and subscription” in the line 3 and substitute with “membership”.

1
Delete the last line “The decision made by the Principal…….” to the end of the article.

9. Article 3.7 be amended to add “and to discharge his obligations as a member” in line 4 after the word “privileges” and to delete “of membership” in line 4 to 5.

It is further amended by deleting “entrance fee (if any) and the first subscription” in line 3 and deleting “entrance fee and subscription” in the 2nd sentence and substituting both deletion with “membership fees”.

10. Article 3.9 be amended by deleting “entrance fees (‘frais d’ inscription’) (if any) and subscription (“ecolages”) with “membership fees”.

11. Article 3 be amended to add a new Article 3.11 in these words:

“Failure or default by any member to pay the tuition fees ("ecolages") or any part thereof in the amount and at the times prescribed shall cause:

(1) the member to be prohibited from voting in any general meetings;

(2) the member to be precluded as a candidate for election to the Board of Directors;

(3) the member to be liable to be removed and deregistered as a member.

For clarity of this sub-clause, where the individual members comprises 2 parents of one child, payment of the tuition fees by one parent shall be deemed to be payment of the tuition fees by the other parent.”

12. Article 4.1 be amended by deleting sub paragraph (4) and then substituting “(4)” for “(5)” before the last sub paragraph.

13. Article 4.5 be amended by deleting “shall be” in line 1 and substituting with “when”.

Delete “Principal who” in line 1 and substituting with “Board of Directors”.

Delete “inform the members of the Board of Directors of the same through a circular information note” and substitute with “be notified to the Secretary.”

14. Article 5.3 be amended to add “and whilst under suspension such member shall be prohibited from voting in general meetings or from standing as a candidate for election to the Board of Directors” at the end of the sentence.

15. Article 7.3.1 be amended to delete “the Principal “ in line 1 and substitute with:

“(a) the School Management;
(b) the Cultural & Scientific Councillor of the French Embassy in Malaysia;
(c) the Consul of France in Malaysia;
(d) the French Ambassador in Malaysia”

Delete “principal” at the 2rd sentence of Article 7.3.1 with “invitees aforesaid”.

2
Add a new article 7.3.2 to read “Provided always that the French Ambassador in Malaysia may designate three (3) representatives to attend the meetings of the Board of Directors whilst the School Management which comprises the Principal, the Director or Deputy Director (when the Director is absent) of the Primary School and the Chief Financial Officer may designate any one of the three individuals to attend the said meetings.”

16. Article 7.5 be amended to delete the last line “The other three …. in this vote.”

17. Article 7.6 (2) be amended to substitute “Councillor” for “Counsellor”.

18. Article 7.7 be amended by deleting “at least once every 3 months” and substituting the same with “whenever a need arises under article 7.8.1 below”.

19. Article 7.11 be amended to substitute “Consultative And Advisory” with “Supervisory” in line 2.

Delete “party” at the line 3 and line 6 with “parties”.

20. Article 7.15 be amended to delete “all funds and collect and disburse all monies” with “an account of all funds collected and disbursed”.

21. Article 8.1 be amended by deleting “a one (1) year term at the Annual General Meeting” in line 2 and substituting with “a term not exceeding eighteen (18) months from the date of election.”

Delete “during the Annual General Meeting” at the last line and substitute with “at an Extraordinary General Meeting to be convened by the Board of Directors.”

22. Article 8.2 be amended by adding “Each” at the commencement of the article.

Delete “Secretary of their nomination” in line 1 and substitute with “Company of his/her candidacy”.

Delete “Annual” in line 2 and substitute with “Extraordinary”.

Add “by submitting his/her individual candidacy in writing to the administrative office of the French School and the administrative office will forward a copy of the candidacy to the Secretary” at the end of the line.

23. Add a new Article 8.2A For the avoidance of conflict, members who are employed as a staff or teacher in the French School shall not be eligible to submit his/her candidacy for election to the Board of Directors.”

24. Article 8.4 be amended to delete “Annual” in line 1 and substitute with “Extraordinary”.

25. Article 9.1 be amended by deleting “but will meet at least once a month”.

26. Article 9.5 be amended to add “with the consent of the Board of Directors” in line 3 after the words “minutes may”.

3
Add "and whether any minutes of meetings of the Board of Directors may be furnished to members shall be within the absolute discretion of the Board of Directors" at the end of the last time.

27. Article 13.1 be amended to substitute "Supervisory" for "Consultative And Advisory" wherever appearing.

28. Article 14.1 be amended to substitute "October or November" with "May or June" in line 1.

29. Article 15.1 be amended by deleting "ten (10)") and substituting with "not less than one third (1/3) of the total number of" in line 2.

    Delete "Secretary" and substituting with "Directors".

30. Article 17.2 be amended to substitute "family" with "parent" in line 1 and substitute "subscription" with "tuition fees" in line 3.

31. Article 17.3 be deleted.

32. Article 17.4 be renumbered 17.3.

33. Article 17.5 be renumbered 17.4.

34. Article 18.4 be amended by deleting "registered" in line 2 and substituting with "administrative" and adding "at the French School" after the words "of the Company" in line 3.

35. Article 18.5 be amended by substituting "four (4)" for "two (2)".

36. Article 18.6 be amended by delete "attains" by substituting "attained".

37. Article 23.2 be amended to add "or by e mail" after the words "prepaid letter" in line 2.

    Add "or e mail address" after the word "registered address in line 2.

    Delete "Secretary" and substitute with "administrative office of the Company at the French School" at the end of the sentence.