

THE COMPANIES ACT, 1965

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BHD

1. The name of the Company is the Music Authors' Copyright Protection (MACP) Bhd.
2. The registered office of the Company shall be situated in Kuala Lumpur, Malaysia.
3. The objects for which the Company is established are:-

(1) to act on behalf of the Members of the Company, being the composers or authors or publishers or owners or persons otherwise being entitled to the benefit or interested in the copyright of musical, literary or dramatic works (hereinafter referred to as "the Members"), without prejudice to the provisions hereinafter appearing, in the following matters:-

To act on
behalf of
the Company.

- (i) To promote and enforce by all lawful means the copyright interests of the Members and generally to watch-over and safe-guard such interests.
- (ii) To originate and promote improvements in the laws relating to copyright and in particular, copyright relating to music and musical works and to support or oppose amendments in such laws and to effect improvements in the administration thereof, and for the purposes aforesaid to petition the Government and take such other steps and proceedings as may be deemed expedient.
- (iii) To diffuse among the Members information upon matters affecting the exploitation of musical works and to print, publish, issue and circulate such papers, periodicals, circulars and other literary undertakings as may seem conducive to any of its objects.

To enforce
copyrights

(2) To exercise and enforce on behalf of the Members all rights and remedies subsisting under the copyright law in Malaysia relating to the musical, literary or dramatic works of the Members as are exploited, reproduced, performed, adapted or otherwise used in Malaysia or elsewhere throughout the world.

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| (3) | In the exercise or enforcement of such rights and remedies to make and from time to time to rescind, alter, or vary any arrangements and agreements with respect to any such exploitation of such works in regard to the mode, periods or extent to which any such exploitation of such works may be made or employed and to collect and receive and give effectual discharge for all royalties, fees and other monies payable under any such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings and to recover such royalties, fees and other monies, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the copyrights of such works or any other rights of the Members in respect of such works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the premises. | To alter arrangements or agreements |
| (4) | To obtain from the Members such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the exercise of or enforcement by the Company of such rights and remedies as aforesaid. | To obtain authorities |
| (5) | To distribute the net monies received by the Company in the exercise of the foregoing powers after making provision thereout for the expenses and liabilities of the Company incurred in such exercise or in otherwise carrying out the purposes and operations of the Company and for any contributions or payments for any of the purposes specified in the sub-clauses appearing hereinafter, amongst the Members entitled thereto in accordance with the rules for the time being in force with respect to the distribution thereof. | To distribute monies received |
| (6) | To represent the Members at any public enquiry, governmental enquiry, or commission, conference, convention, or any similar hearing or meeting which might touch upon the interests of the Members whether held in Malaysia or elsewhere and to be a party to any proceedings before any tribunal established by any statute having jurisdiction over any matters affecting the interests of the Company or the Members in relation to the rights aforesaid. | To represent Members |
| (7) | To determine and from time to time to alter or vary:- | To determine subscriptions |
| | (i) The annual subscriptions of the Members for the purposes of the normal administration of the Company. | |
| | (ii) Special contributions of the Members where money is required by the Company for special purposes such as the support of or opposition against legislation or the representation of the interests of the Company at public enquiries or before any tribunal. | |
| (8) | (i) To grant gratuities, donations, pensions and emoluments to any Member or ex-Member or any person at any time in the employment of the Company or engaged in any business acquired by the Company, and the spouses, surviving spouses, families and dependants of any such persons. | To grant gratuities |

- (ii) To establish, support, subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Members or ex-Members or persons employed by or having dealings with the Company.
 - (iii) To subscribe money for the relief of distress caused by natural disasters or other exceptional calamities.
 - (iv) To make payment by way of loan or gift or on such terms as may be thought fit for any purpose conducive to the improvement or advancement of the composition, teaching or performance of music or to or for the benefit of any society, association or company whose objects shall include any such purpose.
 - (v) To receive contributions, subscriptions or donations for any of the aforesaid purposes from donors.
- (9) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or business or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company. To carry on any business
- (10) To acquire or undertake the whole or any part of the business, property or liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company. To acquire property
- (11) To enter into partnership of, into any arrangement for, sharing profits, union of interests, co-operation, joint venture, reciprocal relationship or otherwise with any person, association, society or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to amalgamate with or become affiliated to any such society, association or company, and to lend money to, guarantee the contracts of or otherwise assist any such persons, society, association or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same. To enter into partnership
- (12) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company. To hold shares in other companies
- (13) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company. To promote companies
- (14) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary and/or convenient for the purposes of its undertaking or business. To purchase property
- (15) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined. To invest the monies of the Company

(16)	To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.	To draw bills of exchange
(17)	To adopt such means making known the operations of the Company as may seem expedient and in particular by advertising in the press, by circulars, by publication of books and periodicals.	To make known the operations of the Company
(18)	To procure the Company to be registered or recognised in any foreign country or territory.	To procure registration abroad
(19)	To improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.	To deal with property
(20)	To appoint any agent or agents for the collection and recovery of any monies receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers.	To appoint agents
(21)	To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery, or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust, deed or otherwise, on the undertaking of the Company, or upon any specific property and rights, present and future, of the Company (including, if thought fit, uncalled capital), or otherwise howsoever.	To issue debentures
(22)	Subject to the provisions of the Companies Act, to lend and advance money or give credit to any person or company; to give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person and to secure or undertake in any way the repayment of monies lent or advanced to or the liabilities incurred by any person.	To lend money
(23)	To raise or borrow or secure payment of money in such manner and on such terms as the Company think fit and in particular by the issue of options or debentures charged upon all or any of the Company's property including debts or upon bills of exchange or promissory notes or other like obligations to purchase, redeem or pay off any such securities or debts.	To borrow
(24)	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 assets and property (present and future) or by the creation and issue on such terms as may be thought expedient of debentures, debenture stocks, or other securities or any description.	To secure discharge
(25)	To remunerate by way of fees, wages, commission or otherwise any director, employee or person or corporation for services rendered or to be rendered to the Company in or about the formation or promotion thereof or the conduct of the business of the Company.	To remunerate persons rendering services
(26)	To make donations for patriotic or for charitable purposes.	To make donations
(27)	To sell or dispose of the assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any	To sell and dispose assets of the Company

shares, debentures, or securities of any other company having objects altogether or in part similar to those of the Company.

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| (28) | To transact any lawful business in aid of the Government in the prosecution of any war or hostilities in which Malaysia is engaged. | Prosecution of war or hostilities |
| (29) | To distribute among the Members in specie any property of the Company. | To distribute Company's property |
| (30) | To enter into reciprocal arrangements or agreements with foreign companies, societies or associations having similar objects and with purposes to defend and enforce the rights and remedies of authors, composers and publishers and to join and participate in any international confederal organisation having similar objectives. | To enter into reciprocal arrangements with other societies |
| (31) | To do all or any of the above things in Malaysia or in any other country or territory abroad and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others. | To do things abroad |
| (32) | To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects. | To undertake trust |
| (33) | To do all such other things as in the opinion of the Company or its Directors are incidental or conducive to the attainment of any of the above objects or any objects of a like or similar nature. | To do everything incidental |

And it is hereby declared that the word "company" in this clause except where used in reference to this Company shall wherever the context so permits be deemed to include any partnership or other body or persons whether incorporated or not, and whether domiciled in Malaysia or elsewhere.

4. The liability of the Members is limited.
5. Every Writer Member of the Company (as determined in accordance with the Company's Articles of Association) undertakes to contribute such amount not exceeding M\$10.00 and every Publisher Member of the Company (as so determined) undertakes to contribute such amount not exceeding M\$100.00, to the assets of the Company in the event of the same being wound up during the time that he is a Writer Member or a Publisher Member as the case may be or within one year afterwards, as may be required for payment of the debts and liabilities of the Company contracted before the time at which he ceased to be a Writer Member or a Publisher Member as the case may be, and for the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Description of Subscribers

- 1) CBS SONGS (M) SDN BHD (Signed)
97 Jalan 9, Taman Maluri
Cheras
55100 Kuala Lumpur

 - 2) PUSTAKA MUZIK EMI (M) SDN BHD (Signed)
8 Jalan Murai 2
Komplek Batu, Batu 3
Jalan Ipoh
51000 Kuala Lumpur

 - 3) DUNIA MUZIK WEA SDN BHD (Signed)
9th Floor, MUI Plaza
Box #18, Jalan P Ramlee
50250 Kuala Lumpur

 - 4) GOODSOUND SDN BHD (Signed)
66-68 Jalan Raja Chulan
50250 Kuala Lumpur

 - 5) POLYGRAM RECORDS SDN BHD (Signed)
20 1st & 2nd Floor
Jalan Bukit Bintang
55100 Kuala Lumpur

 - 6) SUWAH PUBLISHING SDN BHD (Signed)
42 Jalan Kaskas 2
Taman Cheras
56100 Kuala Lumpur

 - 7) HAPPY MUSIC PUBLISHING SDN BHD (Signed)
305 Jalan Mahkota
Taman Maluri
56100 Kuala Lumpur

 - 8) PACIFIC MUSIC PUBLISHING SDN BHD (Signed)
149 1st & 2nd Floor
Jalan Segambut
51200 Kuala Lumpur

 - 9) FREDERICK FERNANDEZ (Signed)
20 Persiaran Bukit Tunku
50480 Kuala Lumpur
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Names, Addresses and Description of Subscribers (continued)

- 10) MICHAEL VEERAPEN (Signed)
27 Lorong Setiabistari
Damansara Heights
50490 Kuala Lumpur
- 11) FAUZI MARZUKI (Signed)
33 Jalan SG4/7
Taman Sri Gombak
68100 Batu Caves
Selangor
- 12) ADNAN ABU HASSAN (Signed)
22 Jalan Kemajuan, Sect. 12/18
46200 Petaling Jaya
Selangor
- 13) OOI EOW JIN (Signed)
No. 2 SS2/95
47300 Petaling Jaya
- 14) KESUMA BOOTY BIN BOOTY JACOBS (Signed)
4A Lorong Yap Kwan Seng
Off Jalan Yap Kwan Seng
50400 Kuala Lumpur
- 15) HAMDAN BIN ATAN @ A. ALI (Signed)
23 Jalan 4/50A
Desa Gombak
53100 Kuala Lumpur
- 16) JOHARI BIN SALLEH (Signed)
No. 7 Changkat Tunku
Bukit Tunku
50480 Kuala Lumpur

Witness to the signatures of Messrs. Frederick Fernandez, Michael Veerapen, Fauzi Marzuki, Adnan Abu Hassan, Ooi Eow Jin, Kesuma Booty bin Booty Jacobs, Hamdan Bin Atan @ A. Ali and Johari bin Salleh:-

(Signed)
PATRICK CHEN YEE CHING
Advocate & Solicitor
59 Jalan 17/70A, Sri Hartamas
50480 Kuala Lumpur

Dated this 16th day of August 1989.