



# 目录

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# Welcome to the World of Gene.

欢迎来到GENE世界.



创造趋势 造就人生  
CREATING TREND FOR BETTER TOMORROW





金御(Gene)是金融结合以房产与上市股本双重保障的区块链通证。它是由一家运营于新加坡和上市于澳洲股票交易所(ASX)的公司主力支持和推广，以打造新企业趋势，开启全新房产与股本的投资方案。

金御(Gene)也是一种理财工具，可增加您的财富，管理和增加数字资产价值。它不但让您可坐享每日收益，更是拥有可转换上市股本和实体产业等的强大优势。

The Face Suite



创造趋势 造就人生  
CREATING TREND FOR BETTER TOMORROW



# Why Choose Gene?

为什么选择Gene?



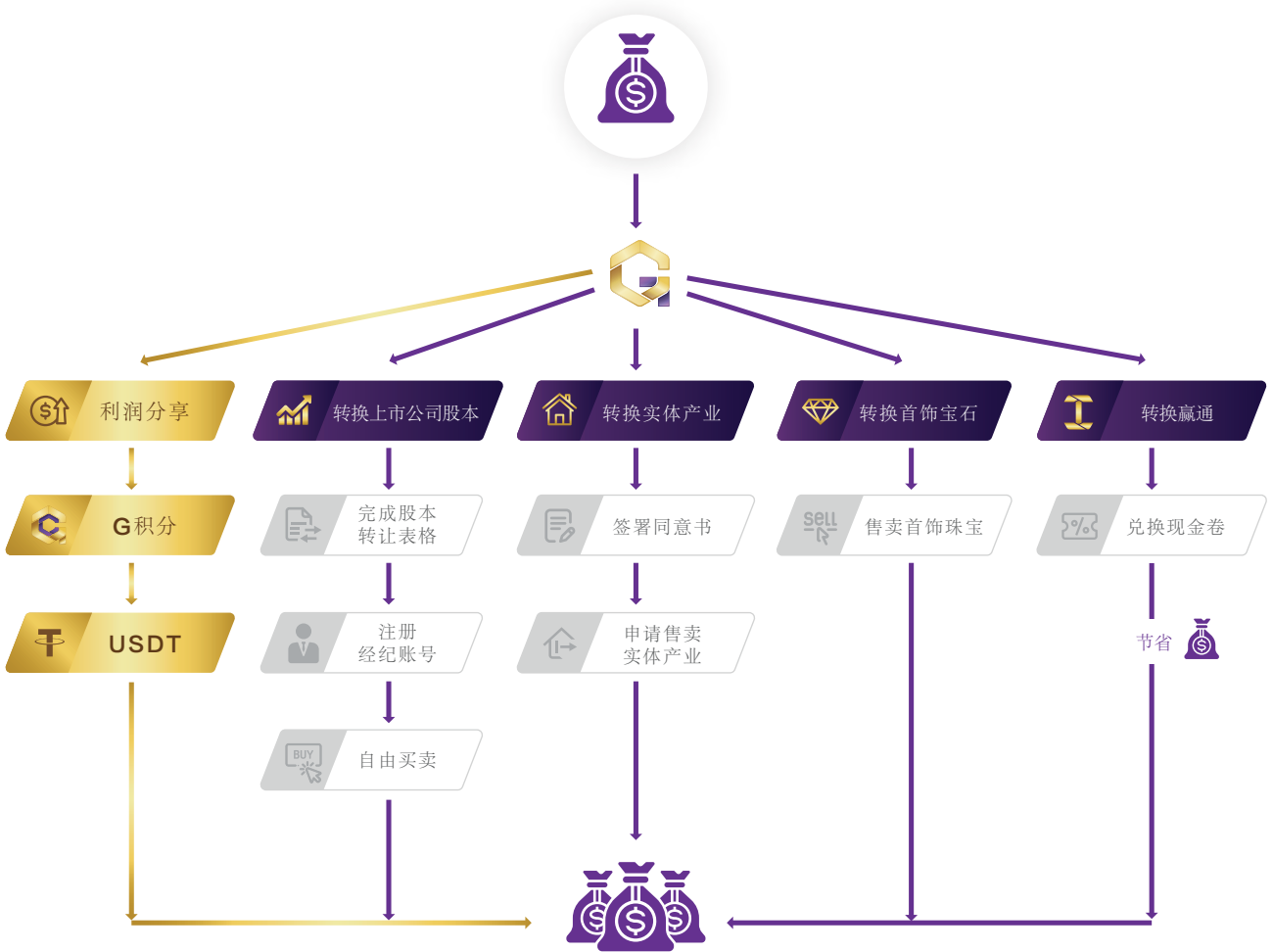
创造趋势 造就人生  
CREATING TREND FOR BETTER TOMORROW





# 2

## 为什么选择 Gene? Why choose Gene?



## 利润分享



静态收益方案的最显著优势在于  
您无需付出任何劳动力，  
只需有个理财本金即可自动每日创收，  
坐享高额回报增长率！

每月回报的百分比，依据投资本金与  
区级可获 3.5% 至 4.5% 不等。  
第二年起会配有额外奖励股本，  
该股本可在市场售卖。

Gene 通证可以让您转换资产选项，用户可以获得每日收益每月高达 4.5%，  
复投回报率将带来每年 68% 的利润分享。

## EVOLET

EVOLET，最新的电子支付解决方案，满足您所有的汇款需求。EVOLET 是一种数字钱包和付款解决方案，集成了预付卡，旨在提高付款的便利性和简便性。通过为用户提供每笔交易的实时数据跟踪，增强了付款的安全性，最重要的是提供了触手可及的付款方式。

### EVOLET 卡



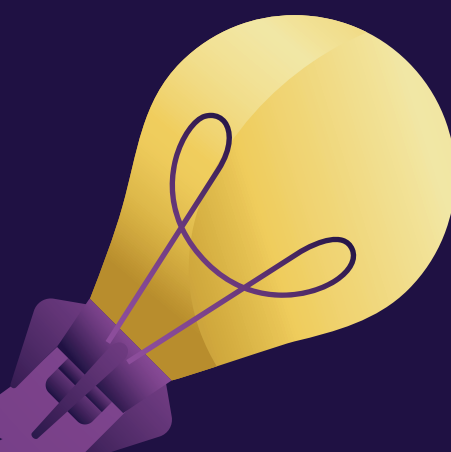
- ✓ 实时跟踪交易
- ✓ 确保在线充值便利
- ✓ 汇款服务
- ✓ 易于注册
- ✓ 实时汇率
- ✓ 无需银行帐户
- ✓ Paywave 感应式支付
- ✓ 任何 ATM 都能提款
- ✓ 全球认可
- ✓ 无现金交易

INDEX

3

# Stable Financial Plan

稳资计划



创造趋势 造就人生  
CREATING TREND FOR BETTER TOMORROW





**投**

稳妥投资方案

**产**

实体产业价值回报

**稳**

**资**

**融**

颠覆传统集资方式

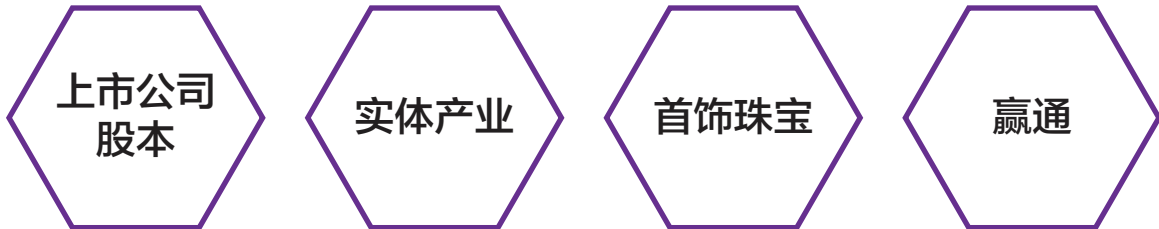
**金**

增加数字资产





金御 Gene 通证由一家 (新加坡公司, 上市于澳大利亚) 主力支持,  
其主要发展永垂不朽的「衣、食、住、行」相关业务, 一个以趋势科技为基地、  
区块链 + 资本市场 + 实体产业, 把不可能变成可能!



转换上市公司股本  
获取股票增值的收益

280 Park Homes,  
Puchong (Malaysia)

The Face Suites,  
Kuala Lumpur

著名品牌专用制作厂商  
所生产的高定首饰珠宝

兑换现金卷

## 3.1 稳资计划 1 GPS Alliance Holdings Limited 上市公司股本

GPS Alliance Holdings Limited (GPS) 于 2013 年 3 月 25 日在新南威尔士州注册成立为股份有限公司。GPS 也一家在新加坡证券交易所 (ASX) 上市的新加坡公司。

GPS 将其定位为房地产行业的市场领导者，并建立横跨亚洲地区的联盟战略。自 2010 年 9 月成立以来，GPS 集团发展迅速以在业界建立非同凡响的影响力。

### GPS 成就奖项:

2012 – 前 5 名亚洲中小企业 1 奖

2012 – 最有前途的企业家奖

2013 – Midas Touch 亚洲白金奖 2013/2014 – 新加坡品牌奖

2014 – Midas Touch 亚洲白金奖

2014 – 亚洲卓越奖

2014 – 新加坡金字品牌奖(潜质品牌)

### 随着业务的扩展，GPS 其业务重点发展分别由子公司三个业务部门负责:

- 一。由全球房地产战略联盟 (GPSA) 开展的房地产代理业务
- 二。由 GPS Alliance Development and Investment (GPSDI) 进行房地产开发业务
- 三。由 GPS Alliance Home Solutions (GPSHS) 进行装修解决方案业务

此外，将来 GPS 还将扩展到 EVOLET 和 Bingbon 等互联网业务。

EVOLET 即将与餐饮,运输,公共事业,零售和旅行等其他行业服务进一步合作，彻底改变汇款服务中方式。

EVOLET 是一种结合了 VISA 预付卡的数字钱包和付款的解决方案。它除了提高付款的便利性和简便性，也为每笔交易提供用户实时数据追踪，从而增强付款的安全性。唾手可得的付款功能也是 EVOLET 其中优势之一。

盈币宝(Bingbon)是一个专业数字资产管理平台。它为使用者提供数字资产理财、交易等专业安全的金融服务，致力于通过自研量化交易和金融衍生工具，有效帮使用者实现数字资产稳健增值。

# Guide to the Completion of an Off-Market Transfer Form for Issuer Sponsored & Certificated Securities

## **Please Note:**

- We request you use a black pen and print in capital letters when completing this form;
- To avoid the need for the form to be returned for correction or clarification, it is important that all requested information is supplied. Instructions to assist in completion are included for all sections;
- This form should not be used for the transfer of securities that are on the CHESS subregister. That can be determined from the Reference Number shown on your holding statement. If your statement has a SRN, this form should be used. If your statement has a HIN, you need to contact your sponsoring broker.

If you have any questions in relation to the manner in which this form is to be completed or the information that is required to be provided. Please call us on 1300 737 760.

## **Enhanced Security**

In early 2011 changes intended to assist in minimising the potential for fraud in relation to the processing of off-market transfers, were made to the ASX Listing Rules.

In line with other major registry services suppliers, Boardroom has adopted a series of measures concerning the need for documentary proof of the identity of the seller or transferor named in the off-market transfer.

## **Documentary Identity Verification Requirements**

Documentary evidence of the identity is only required in respect of the SELLER(S) or TRANSFEROR(S) named in the off-market transfer form.

You should review the requirements listed in Appendix A and supply a certified copy of the required document. Where possible we request a primary photographic identity document be supplied.

Please only send certified copies of the document(s). Do not send original documents as they will not be returned.

Also, the required proof of identity documents will not be held on file. Therefore, they must be supplied on each occasion that a transfer is submitted.

## **Payment of Fee**

A fee of AUD\$55.00 (inclusive of GST) is payable. Where there is more than one off-market transfer with the same Seller(s) or Transferor(s) named, lodged at the same time (the registration name and address details must be an exact match) only one fee of AUD\$55.00 is payable. Otherwise, the fee is payable per off-market transfer lodged.

Refer below for payment options.

## **Payment Options**

Payment must be made by cheque, payable to 'Boardroom Pty Limited'.

**Please Note:** A fee is not payable where the off-market transfer:

- o is out of a deceased estate and is to transfer securities to the executors or the beneficiaries of the estate; or
- o is a transfer in relation to an Employee Share Plan.

## Appendix A

Type of Investor	Example	Documentary evidence of identity required
Individual	John David Smith or John David Smith <Smith Family A/c>	An originally certified copy of either: <ul style="list-style-type: none"> <li>➤ a primary photographic identity document; <b>OR</b></li> <li>➤ one primary non-photographic identity document and one secondary non-photographic identity document.</li> </ul>
Joint Holding	John David Smith and Mary Jane Smith or John David Smith and Mary Jane Smith <Smith Family A/C>	For <b>EACH</b> joint holder, originally certified copies of either: <ul style="list-style-type: none"> <li>➤ a primary photographic identity document; <b>OR</b></li> <li>➤ one primary non-photographic identity document and one secondary non-photographic identity document.</li> </ul>
Australian Registered Company	ABC Pty Limited or ABC Pty Limited <Smith Family A/C>	Originally certified copy of the most recent annual Company Statement issued by ASIC for the company (with the Company Key shown on the Company Statement masked such that it is not visible) and, for <b>EACH</b> directory or company secretary who signed the transfer, originally certified copies of either: <ul style="list-style-type: none"> <li>➤ a primary photographic identity document; <b>OR</b></li> <li>➤ one primary non-photographic identity document and one secondary non-photographic identity document.</li> </ul>
Overseas Incorporated Company	ABC PLC or ABC PLC <Smith Family A/C>	Companies incorporated overseas must provide a originally certified copy of a document which outlines the current Officeholders (e.g. Director or Company Secretary) and that has been issued by the relevant foreign registration body and, for <b>EACH</b> Officeholder who signed the transfer, originally certified copies of either: <ul style="list-style-type: none"> <li>➤ a primary photographic identity document; <b>OR</b></li> <li>➤ one primary non-photographic identity document and one secondary non-photographic identity document.</li> </ul>

### Please Note:

- 1) All foreign language documents (e.g. a foreign passport or a document in relation to a company that has been issued by the relevant foreign registration body) must be certified as true copy and must be accompanied by an English translation prepared by an accredited translator; and
- 2) Where the off-market transfer form has been signed on behalf of the investor under a power of attorney, a certified copy of the power of attorney must have already been lodged for noting or must accompany the off-market transfer when it is lodged. Further, the person(s) signing the off-market transfer form in accordance with the power of attorney must provide the appropriate documentary evidence of identity as required above and the applicable documentary evidence of identity must also be provided for the seller(s) or transferor(s) named on the off-market transfer. Where the seller or transferor is a company, documentary evidence of identity must be provided for any two of the Officeholders named in the Company Statement or overseas equivalent document unless the company statement or overseas equivalent shows there is a sole director or sole director/company secretary in which case only documentary evidence of identity for that person is required.

### Primary Photographic Identity Documents:

- Current Driver's Licence
- Australian Passport (that has not expired within the last two years)
- International Travel Document/Foreign Passport (that has not expired within the last two years)
- Proof of Age Card
- National Identity Card

### Primary Non-photographic Identity Documents:

- Australian Birth Certificate or Extract of Birth
- Australian Citizenship Certificate
- Foreign Birth Certificate
- Centrelink Pension Card or Centrelink Healthcare Card

### Secondary Non-photographic Identity Documents:

- An income tax assessment notice issued within the past 12 months
- A local government (rates) notice or a utilities notice (gas, electricity or telephone bill) issued within the past 3 months
- For a minor (person under 18 years of age) a notice issued by a school principle within the 3 months a financial benefit notice issued by the Commonwealth, a State or Territory within the past 12 months

Documents can be certified by a person authorised to do so under a state or territory law. Examples are:

- Legal Practitioners
- Justices of the Peace
- Chartered Accountants
- Members of the police force
- Legally qualified medical practitioners

The person certifying must state:

- a) their title, name and contact details (e.g. telephone number);
- b) that the document is a true and correct copy of the original;
- c) if there is more than one page either the certification must state the number of pages in the copy or each page must be certified; and

the signature of the person certifying must be original (that is, it cannot be a photocopy).



# HOW TO COMPLETE THE TRANSFER FORM FOR NON-MARKET TRANSACTIONS WHEN TRANSFERRING SHARES IN A LISTED or UNLISTED COMPANY

## 1. Stamp Duty

Transfers of securities that are listed and quoted on an Australian Stock Exchange are exempt from stamp duty. However, Stamp Duty is payable on all other securities by the buyer of the shares and is based on the amount of consideration (refer 8). The stamp duty is calculated at the rate applicable to the state in which the company the securities are held is registered. If the company is incorporated outside Australia, the state or territory in which the principal register is located determines the state or territory in which the duty is payable.

Transfers must be submitted to the respective State or Territory Stamp Duty office for assessment and payment of any applicable duty.

## 2. Full Name Of Company or Corporation

The full name of the company or corporation in which securities are held.

## 3. Description Of Securities

e.g. Fully Paid Ordinary Shares, 9% Unsecured Convertible Notes etc....

## 4. Register

The state on which the seller's securities are registered. This can be found on the securities certificate or statement.

## 5. Quantity

Number of securities being transferred (in both words and figures). The marking up of either number, even when initialed, invalidates the form.

## 6. Full Name Of Transferor/S Or Seller/S

Full names must be included.

## 7. Securityholder Reference Number

This number must be quoted when transferring securities not represented by certificates. That is securities registered on the issuer sponsored (uncertificated) subregister. If the security is certificated, the original share certificate (or replacement certificate form) must be attached to the transfer form.

## 8. Consideration

Is the full amount paid in settlement of the transfer of securities. Purchases should reflect the market price of shares as at the date of purchase. Market values are quoted in the daily newspapers.

## 9. Date Of Purchase

Insert date of purchase or completion of the transfer.

## 10. Full Name Of Transferee/s or Buyer/s

Insert the full names of buyer/s (a maximum of three joint holders).

Securities may not be registered in the names of a firm or business name, an estate or deceased person, a minor, a fund or a trust.

## 10A. Securityholder Reference Number (SRN)

If the buyer is an existing holder in the company and is registered on the Issuer Sponsored (uncertificated) subregister, please quote the existing SRN.

## 11. Full Postal Address Of Transferee/s or Buyer/s

Insert full address including the postcode. Only one address may be recorded.

## 12. Seller Signature/s

- |       |                     |  |
|-------|---------------------|--|
| (i)   | Individuals -       | The securityholder must sign   |
| (ii)  | Joint Holdings -    | Where the holding is in more than one name, all of the securityholders must sign   |
| (iii) | Power of Attorney - | To sign as power of attorney, you must have already lodged it with the registry.<br>Alternatively, attach a certified photocopy of the power of attorney to this form. |
| (iv)  | Deceased Estate -   | When the holding is in the name of an estate, all executors/administrators are required to sign.<br>(Probate requirements must also be complied with)                  |
| (v)   | Companies -         | Director, Company Secretary, Sole Director and Sole Company Secretary can sign.<br>Please indicate the office held under your signature.                               |

## 13. Date Signed

Insert date signed by the seller/s.

## 14. Buyer Signature/s

- |        |                     |  |
|--------|---------------------|--|
| (vi)   | Individuals -       | The securityholder must sign   |
| (vii)  | Joint Holdings -    | Where the holding is to be registered in more than one name, all of the proposed securityholders must sign   |
| (viii) | Power of Attorney - | To sign as power of attorney, you must have already lodged it with the registry.<br>Alternatively, attach a certified photocopy of the power of attorney to this form. |
| (ix)   | Deceased Estate -   | When the holding is in the name of an estate, all executors/administrators are required to sign.<br>(Probate requirements must also be complied with)                  |
| (x)    | Companies -         | Director, Company Secretary, Sole Director and Sole Company Secretary can sign.<br>Please indicate the office held under your signature.                               |

## 15. Date Signed

Insert date signed by the buyer/s.

## 16. Amendments

Any change made to the form must be initialed by both parties. The use of liquid paper will deem the form invalid.

**NOTE 1.** Copies of supporting documents forwarded must be certified as a correct copy by a person who in the State or Territory of certification has the power to witness a Statutory Declaration.

**NOTE 2.** Transfers or other documents that do not fully meet the company's requirements are liable to be returned unregistered.

## Privacy Statement

The personal information in this form is collected by Boardroom Pty Limited ("Boardroom"), as registrar for the issuer of the securities you hold. Boardroom's privacy policy can be viewed on our website ([www.boardroomlimited.com.au](http://www.boardroomlimited.com.au)).

Your personal information is required for administration of the register of securityholdings. Should some or all of the requested information not be provided correct administration of your securityholding may not be possible. Your personal information may be disclosed to the issuer of the

securities you hold, its or our related bodies corporate, external service companies such as print or mail service providers or otherwise as permitted by law. If, in accordance with the provisions of the Corporations Act the issuer of the securities you hold approves, you may be sent marketing material in addition to general corporate communications. You may elect not to receive marketing material by contacting Boardroom Pty Limited. You can obtain access to your personal information and (if required) advise of any incorrect, inaccurate or out of date data information held, by contacting Boardroom Pty Limited on 1300 737 760

# AUSTRALIAN STANDARD TRANSFER FORM

All correspondence and enquiries to:

**BoardRoom**  
 Smart Business Solutions  
 GPO Box 3993  
 Sydney NSW 2001  
 Tel: 1300 737 760 (within Aust)  
 Tel: + 61 2 9290 9600 (outside Aust)  
 Fax: + 61 2 9279 0664  
[www.boardroomlimited.com.au](http://www.boardroomlimited.com.au)  
 enquiries@boardroomlimited.com.au

Use a **black pen**. Print in **CAPITAL** letters

**Uncertificated CHESS Holdings** - This form must be forwarded to the CHESS Sponsoring Broker or Non-Broker Participant.  
**Uncertificated Issuer Sponsored Holdings** - This originally signed form must be forwarded to the Issuer's Registry.  
**Certificated Holdings** - This originally signed form and the original certificate (or replacement certificate form) must be forwarded to the Issuer's Registry.

1. Stamp Duty (if applicable) **Not Applicable**

2. Full name of Company or Corporation			
3. Description of Securities (Shares, options etc.)	Class	If not fully paid, paid to	4. Register
5. Quantity	Words		Figures
6. Full name/s of Transferor/s (Seller/s)	Given Name/s	Surname	6A. Seller's daytime contact telephone number (required for security checks)
	..... .....		
7. Securityholder Reference Number	SRN : _____ (Must be quoted for uncertificated securities. Otherwise original certificate must be returned)		.....
8. Consideration	\$		9. Date of Purchase / /
10. Full name/s of Transferee/s (Buyer/s)	Title	Given Name/s	Surname
	Mr } Mrs } Ms }	..... ..... .....	
10A. Securityholder Reference Number (if applicable)	SRN : _____		
11. Full postal address of Transferee/s (Buyer/s)	..... ..... ..... State/Country ..... Postcode .....		

I / We the registered holder/s and undersigned seller/s for the above consideration do hereby transfer to the above name/s hereinafter called the Buyer/s the securities as specified above standing in my/our name/s in the books of the above named Company, subject to the several conditions on which I/We held the same at the time of signing hereof and I/We the Buyer/s do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.

12. Transferor/s (Seller/s) sign here	<b>Individual or Securityholder 1</b>	<b>Securityholder 2</b>	<b>Securityholder 3</b>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Sole Director and Sole Company Secretary	Director	Director/Company Secretary
Transferor/s	13. Day / Month / Year		

14. Transferor/s (Buyer/s) sign here	<b>Individual or Securityholder 1</b>	<b>Securityholder 2</b>	<b>Securityholder 3</b>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Sole Director and Sole Company Secretary	Director	Director/Company Secretary
	15. Day / Month / Year		

### 3.2 稳资计划 2 实体产业



280 Park Homes,  
Puchong (Malaysia)



The Face Suites,  
Kuala Lumpur





# 280 PARK HOMES

Taman Puchong Prima • 雪兰莪 蒲种

## 项目开发蓝图



## 公寓会所及设施

3万方尺的复式公寓会所  
17英亩的总发展+ 7英亩的绿色园景花园



24小时保安服务

7英亩园景花+ 人造河流及喷泉池

健身室

迷你高尔夫球场

水上乐园 + 游泳池

日本温床

户外运动设施

儿童天地游乐场

# 楼层规划

## A1 类型

3,035 方尺  
一楼 & 二楼  
转角单元

房间 : 4 + 1  
浴室 : 4 + 2  
厨房 : 2  
草皮 : 1



一楼



二楼

## A2 类型

2,960 方尺  
三楼 & 四楼  
转角单元

房间 : 4 + 1  
浴室 : 4 + 2  
厨房 : 2  
草皮 : -



一楼



二楼

## A3 类型

4,370 方尺  
五楼, 六楼 & 七楼  
Corner Unit

房间 : 4 + 2  
浴室 : 5 + 2  
厨房 : 2  
甲板/花园 : 1



一楼



二楼



三楼 (顶楼)

## B3 类型

3,595 方尺  
五楼, 六楼 & 七楼  
中间单元

房间 : 3 + 1  
浴室 : 3 + 2  
厨房 : 1  
草皮 : 1



一楼

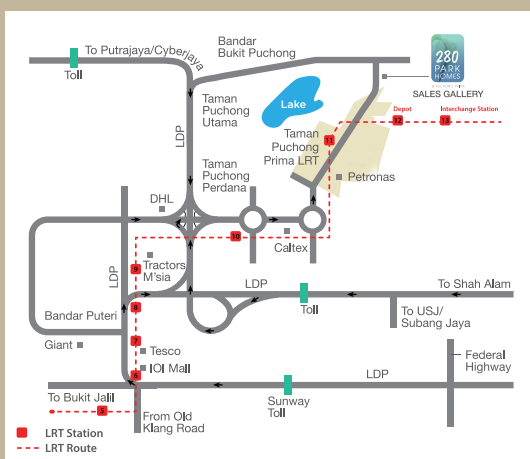


二楼



三楼 (顶楼)

# 地理位置



## PUCHONG PRIMA

位于机场以及吉隆坡的中心点

- 40 分钟至吉隆坡双峰塔 \_\_\_\_\_ 34 km
- 38 分钟至吉隆坡机场 \_\_\_\_\_ 36 km
- 24 分钟至白沙罗 \_\_\_\_\_ 18 km
- 22 分钟至双威金字塔 \_\_\_\_\_ 16 km
- 12 分钟至蒲种主要商区 \_\_\_\_\_ 5 km
- 5 分钟到临近 \_\_\_\_\_ 1 - 2 km

零售/商场, 餐厅/茶室,

- 学校, 学院

- 轻快铁(1.2km)



# 在 THE FACE SUITES 体验城市生活

沉溺在豪华的生活概念



便利投资地点



迷人的吉隆坡景色



步行去Monorail只需5分钟



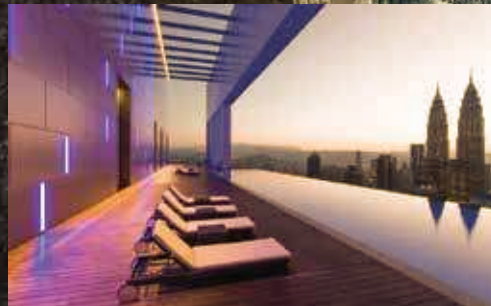
无边缘的天空泳池

## 设施：

- 24小时保安和闭路电视摄像机(CCTV)监视
- 在大厅为客人提供商务中心亭
- 安全停车处
- 健身房

## 项目地点：

1020, Jalan Sultan Ismail,  
50250 Kuala Lumpur, Malaysia



电话号码: +603 2168 1688

查询: [info@thefacekl.com](mailto:info@thefacekl.com)

预订: [reservation@thefacekl.com](mailto:reservation@thefacekl.com)



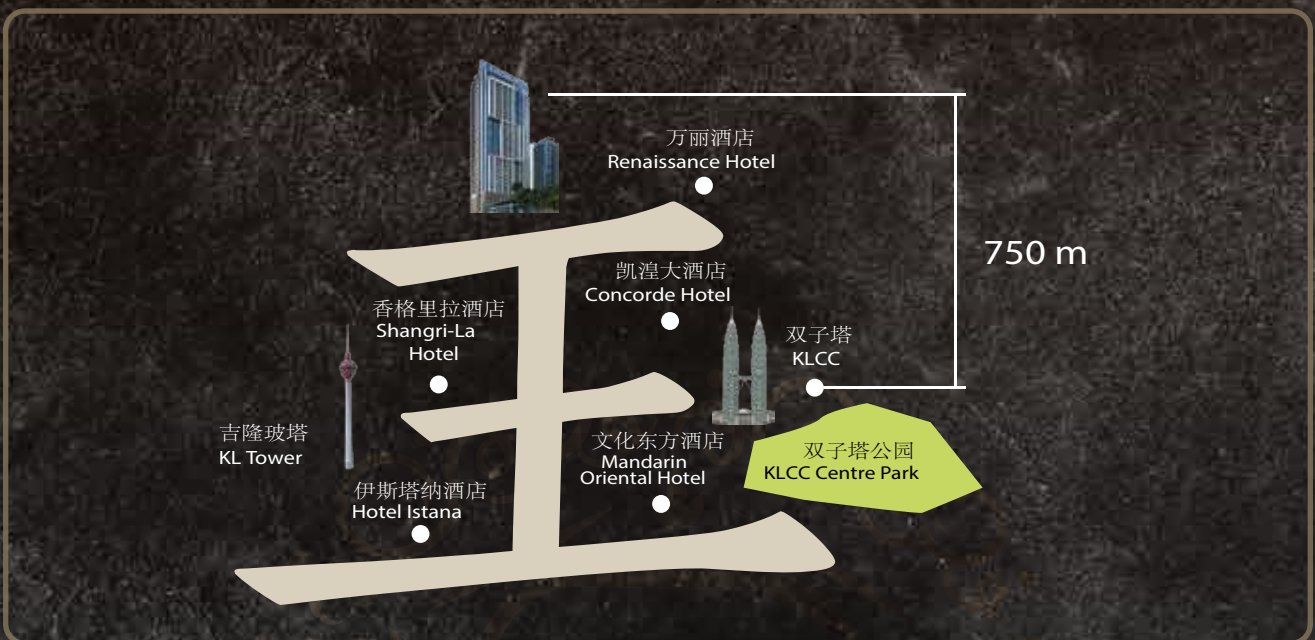


／A形式 | 850 平方尺

／B形式 | 1050 平方尺



／地点地图





**LIMITED LIABILITY PARTNERSHIP AGREEMENT OF**

***[Insert Name] PLT (LLP NO. [Insert LLP No.]***

**THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT** (hereinafter the "Agreement"), is made effective as of ***[Insert Date]***

**BY AND BETWEEN**

***[Insert Name] (insert N.R.I.C. No.):***, a Malaysian citizen having residential address at ***[insert Address]*** of the first part; and

***[Insert Name] (insert N.R.I.C. No.):***, a Malaysian citizen having residential address at ***[insert Address]*** of the second part; and

Hereinafter the above parties are individually referred to as the "General Partner" and collectively referred to as the "**General Partners**"

**ARTICLE 1**

**FORMATION, NAME, PRINCIPAL OFFICE, TERM, RECORDS**

**1.1. Formation of Partnership.**

The Parties hereto hereby form, pursuant to the ***Limited Liability Partnerships Act 2012 [Act 743]*** (hereinafter, as from time to time amended, referred to as the "Act"), a Limited Liability Partnership, which organization is hereinafter referred to as the "**Partnership**", and the General Partners hereto agree to be limited liability partners of the Partnership. The rights, duties, status and liabilities of the Partners shall, except as hereinafter expressly stated to the contrary, be as provided for in the Act.

**1.2. Partnership Name.**

The business of the Partnership shall be conducted under the name *offinsert Name/ PLT* or such other name as the General Partners shall decide by Majority-in-interest of the General Partners. The General Partners shall promptly cause the Partnership and/or its compliance officer(s) to execute, file, record and/or publish with the registrar an application in accordance to the Act for any change of its name.

**1.3. Registered Office.**

The registered office of the Partnership shall be at *insert Address*, but substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the General Partners decide by Majority-in-interest of the General Partners.

**1.4. Term of Partnership.**

The Partnership shall become effective upon the execution of this Agreement and shall remain effective until the Partnership is wound-up in accordance with this Agreement or the Act, or stricken-off pursuant to the Act.

**1.5. Records.**

The Partnership shall keep complete and accurate records of Partnership's transactions. All statutory registers, records and/or documents of the Partnership will be maintained at the registered office. Any Partner shall have the right at any time to inspect and copy the records of the Partnership.

**1.6. Additional Limited Partners.**

Upon consent of all General Partners, the Partnership shall admit Limited Partners from time to time up until the Additional Capital Contribution as stated in Article 5 is fully contributed by additional Limited Partners who agreed to the terms and conditions herein contained and have duly executed the Agreement of Adherence, substantially in the form as appended herein as **Appendix A**, with the General Partners. The General Partners shall in timely fashion execute the Agreement of Adherence, and, issue or cause to issue the certificate of limited partnership filed for record to reflect the admission pursuant to the terms of this Agreement of a Person as a Limited Partner.

**ARTICLE 2  
DEFINITIONS**

Whenever used in this Agreement, the terms set forth below shall be defined as follows:

2.1	"Additional Capital Contribution" shall mean that amount of money or other property, if any, which any Limited Partner(s) may agree to contribute accordance with Article 5 herein, if any, to be used for operating capital and/or benefits of the Partnership.
2.2	"Affiliate" means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partner. The term "control," as used in this definition means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

2.3	"Assignee" shall mean a Person who has acquired or purported to have right to acquire all or a portion of an interest in the Partnership by assignment or transfer as of the date the proposed assignment or transfer of such interest becomes effective. An Assignee has only the rights granted under <b>Section 26</b> of the Act. An Assignee does not have voting right and the right to interfere in the management of the Partnership, except as agreed by all the General Partners of the Partnership to be admitted as a Partner under this Agreement. For a proper purpose, an Assignee may require reasonable information or an account of Partnership transactions and make reasonable inspection of the Partnership's books. In addition, no Assignee of an interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.
2.4	"Capital Contribution" means the total contribution to the capital of the Partnership which a Partner is legally bound and obligated to make, which amount is designated as a Capital Contribution for such Partner pursuant to Article 5 of this Agreement.
2.5	"Distributable Cash" shall mean, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than (a) Capital Contributions with interest earned pending its utilisation; (b) financing or other loan proceeds; (c) reserves for working capital; and (d) other amounts that the General Partners reasonably determine should be retained by the Partnership in accordance with the General Partners' discretion under Article 6.4 hereof.
2.6	"General Partner" shall mean the Parties to this Agreement, but exclude any of their successors-in-title and/or heirs.

2.7	"General Partnership Interest" shall mean the ownership interest of a General Partner in the Partnership at any particular time, including the right of such General Partner to any and all benefits to which such General Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such General Partner to comply with all the provisions of this Agreement and of the Act.
2.8	"Initial Capital Contribution" shall mean that amount of money or property initially contributed by the General Partners as set forth in Article 5.
2.9	"Limited Partner" shall mean any Person named as a Limited Partner in any future Agreement of Adherence substantially in the form in <b>Appendix A</b> attached hereto.
2.10	"Limited Partnership Interest" shall mean the ownership interest of a Limited Partner in the Partnership at any particular time, including the right of such Limited Partner to any and all benefits to which such Limited Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Limited Partner to comply with all the provisions of this Agreement and of the Act.
2.11	"Majority-in-interest" shall mean as to all of or a specified group of Partners, Partners owning more than 50 percent of the current interest in the profits of the Partnership owned by all of the Partners or by the Partners in the specified group, as appropriate. In any meeting of specified group of Partners, it shall construed as Majority-in-interest of the specified group of Partners attending the said meeting.
2.12	"Partner" or "Partners" shall mean all Parties designated as General Partner(s) in this Agreement (excluding any successor thereof) pursuant to the terms of this Agreement, and the parties who subsequently designated as

	Limited Partner(s) by entering into the "Agreement of Adherence" with the Partnership.
2.13	"Partnership Property" shall mean that real estate property, or an interest in that property, as determined by the General Partners, which is contributed to or acquired by the Partnership.
2.14	"Person" shall mean any individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership (including a registered limited liability partnership and a limited partnership), association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.
2.15	"Profits" or "Losses" means, for each fiscal year or other period, profits and losses as determined by generally accepted accounting principles.

**ARTICLE 3**

**PURPOSE, POWERS AND RIGHTS OF GENERAL PARTNERS**

**3.1. Purposes of the Partnership.**

The purposes of the Partnership shall be for:- (a) acquisition of Partnership Property; (b) letting, leasing out and managing the Partnership Property; and (c) to conduct any business or make any investment which a partnership may make in accordance to the Act or any other applicable law.

**3.2 Powers of General Partners.**

3.2.1. The powers to administer, manage and operate the Partnership shall lie with the General Partners. The power to make, enter into, deliver and perform all contracts,

agreements or undertakings, pay all costs and expenses and perform all acts duly authorised and deemed appropriate by the General Partners to carry out the Partnership purposes shall lie within the General Partners, subject to the limitations of this Agreement and the Act.

3.2.2. Notwithstanding any provision of this Agreement to the contrary, the General Partners' discretion and authority are subject to the limitations imposed by law, and by this Agreement. Subject to the foregoing and to other limitations imposed by this Agreement, the General Partners shall have full, complete and exclusive discretion to manage and control the business and affairs of the Partnership and make all decisions affecting the business and assets of the Partnership. Without limiting the generality of the foregoing (but subject to the restrictions specifically contained in this Agreement), the General Partners shall have the power and authority to take the following actions on behalf of the Partnership:

- (a) to open, maintain, and close bank accounts, brokerage accounts and checking accounts in the name of the Partnership, to designate and change signatories on such accounts, and to draw checks and other orders for the payment of monies;
- (b) to engage, appoint and/or remove accountants, attorneys, advocates and solicitors, compliance officer under the Act, auditors and any and all other agents and assistants, both professional and non-professional, which may include the Partners, and to pay reasonable and valuable sums of consideration for services rendered;
- (c) to collect all sums due to the Partnership;
- (d) to prepare and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

- (e) to the extent that funds of the Partnership are available therefor, to pay as they become due all debts and obligations of the Partnership;
- (f) to employ agents, employees, servants, independent contractors, brokers, attorneys and accountants, any or all of whom may be Affiliates of the General Partner, to assist in or take responsibility for the management of the Partnership's business or Partnership Property, and in each such instance, to pay such Persons reasonable and valuable sums of consideration for services therefor;
- (g) to designate, from time to time, a depository of Partnership funds, and to draw upon the same for Partnership purposes;
- (h) to acquire, purchase, own, manage, operate, lease, charge, mortgage, create lien, encumber and dispose of any real property and any other property or assets that the General Partners determines are necessary or appropriate or in the best interests of conducting the business of the Partnership provided always that any decision shall not be inconsistent with the Company's purposes and objectives;
- (i) to maintain the Partnership's Property and make other improvements (including renovations) on or to the properties owned or leased by the Partnership;
- (j) to borrow money for the Partnership, issue evidences of indebtedness in connection therewith, refinance, guarantee, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of or to the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on the Partnership's assets;
- (k) to pay, either directly or by reimbursement, for all operating expenses in relation to Partnership Property or Partnership business to third parties;

- (l) to lease or rent all or any portion of any of the Partnership Property, whether or not the terms of such tenancy or leases and whether or not any portion of the Partnership's assets so leased are to be occupied by the lessee or tenant, or, in turn, subleased, sub-let or underlet in whole or in part to others, for such consideration and on such terms as the General Partners may determine;
- (m) to file applications, communicate, and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any other aspect of the Partnership business;
- (n) to make or revoke any election permitted or required of the Partnership by any taxing authority;
- (o) to maintain such insurance coverage for public liability, fire and casualty, and any and all other insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership, in such amounts and such types as the General Partners shall determine from time to time;
- (p) to determine whether or not to apply any insurance proceeds for any Property to the restoration of such Property or to distribute the same;
- (q) to retain providers of services of any kind or nature in connection with the Partnership business or Partnership's Property and to pay therefor such reasonable remuneration as the General Partners may deem proper;
- (r) to negotiate and conclude agreements on behalf of the Partnership with respect to any of the rights, powers and authority conferred upon the General Partners, including, without limitation, management agreements, franchise agreements, agreements with federal, state or local liquor licensing agencies and agreements with operators of restaurants and bars;

- (s) to maintain accurate accounting records and to file promptly all income tax returns on behalf of the Partnership;
- (t) to form or acquire an interest in, and contribute property to, further limited or general partnerships, joint ventures or other relationships that it deems desirable (including, without limitation, the acquisition of interests in, and the contributions of property to, its subsidiaries and any other Person in which any General Partners has an equity interest from time to time);
- (u) to distribute Distributable Cash or other Partnership assets in accordance with this Agreement;
- (v) to establish Partnership reserves for working capital, capital expenditures, contingent liabilities or any other valid Partnership purpose;
- (w) to authorize sell, assignment or otherwise transfer any Partnership interests or any securities (including secured and unsecured debt obligations of the Partnership, debt obligations of the Partnership convertible into any class or series of Limited Partnership Interests, or options, rights, warrants or appreciation rights relating to any Limited Partnership Interests) of the Partnership;
- (x) subject to the provisions of Article 9.1, to merge, consolidate or combine the Partnership with or into another Person (to the extent permitted by applicable law);
- (y) to issue additional Limited Partnership Interests above and beyond the number as stated in Article 5.3. hereof provided all General Partners is agreeable with such issuance; and
- (z) to take such other action, execute, acknowledge, swear to or deliver such other documents and instruments, and perform any and all other acts the General

Partners deems necessary or appropriate for the formation, continuation and conduct of the business and affairs of the Partnership and to possess and enjoy all of the rights and powers of a partner as provided by the Act.

3.2.3. Limited Partners to be admitted into Partnership shall agree that the General Partners are authorized to execute, deliver and perform the above-mentioned agreements and transactions on behalf of the Partnership without any further act, approval or vote of the Partners, notwithstanding any other provisions of this Agreement, the Act or any applicable law, rule or regulation to the fullest extent permitted under the Act or other applicable law, rule or regulation. The execution, delivery or performance by either General Partner of any agreement authorized or permitted under this Agreement shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners or any other persons under this Agreement or of any duty stated or implied by law or equity.

3.2.4. Except as otherwise provided herein, to the extent the duties of the General Partner require expenditures of funds to be paid to third parties, the General Partner shall not have any obligations hereunder except to the extent that Partnership funds are reasonably available to it for the performance of such duties, and nothing herein contained shall be deemed to authorize or require the General Partner, in its capacity as such, to expend its individual funds for payment to third parties or to undertake any individual liability or obligation on behalf of the Partnership.

3.2.5. Unless otherwise stated in this Agreement, all decisions which shall be made by the General Partners shall be decided by Majority-in-interest of the General Partners.

### 3.3. Delegation of Authority.

3.3.1. Any General Partner may delegate any or all of its powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any Person

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for the transaction of the business of the Partnership, which the Person so delegated may, under supervision of the General Partner, perform any acts or services for the Partnership as the General Partner may approve.

### 3.4. Duties of General Partners

3.4.1. The General Partners, subject to the limitations contained elsewhere in this Agreement, shall manage or cause to be managed the affairs of the Partnership in a prudent and businesslike manner and shall devote sufficient time and effort to the Partnership affairs.

3.4.2. In carrying out its obligations, the General Partners shall:

- (i) Render annual reports to all Partners with respect to the operations of the Partnership;
- (ii) On or before March 31st of every year, mail to all persons who were Partners at any time during the Partnership's prior fiscal year an annual report of the Partnership, including all necessary tax information, and any other information regarding the Partnership and its operations during the prior fiscal year deemed by the General Partners to be material;
- (iii) Maintain complete and accurate records of all business conducted by the Partnership and complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Partner or such Partner's duly authorized representative (at the sole expense of such Partner) during regular business hours and at the principal office of the Partnership; and
- (iv) Cause to be filed such certificates and do such other acts as may be required

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by law to qualify and maintain the Partnership as a limited partnership under the laws of Malaysia.

### 3.5. Liabilities of General Partners; Indemnification

3.5.1. Any General Partner shall not be liable for the return of all or any part of the Capital Contributions of any Partner. Any returns shall be made solely from the assets of the Partnership according to the terms of this Agreement.

3.5.2. Notwithstanding anything to the contrary set forth in this Agreement, none of the General Partners (if the General Partner is a company, that General Partner shall include the company, its officers, directors, agents or employees for the purpose of this paragraph) shall be liable or accountable in damages or otherwise to the Partnership, any Partners or any Assignees, or any of their successors or assigns, for any losses sustained, liabilities incurred or benefits not derived as a result of errors in judgment or mistakes of fact or law or any act or omission if the General Partner acted in good faith. The General Partners shall not be responsible for any misconduct or negligence on the part of any agent appointed by it in good faith. The Limited Partners expressly acknowledge that the General Partners is acting on behalf of the Partnership, the General Partners, the General Partner's members (in the event the General Partner is a company) collectively, and that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to Limited Partners or their Assignees) in deciding whether to cause the Partnership to take (or decline to take) any actions. In the event of a conflict between the interests of the General Partners on one hand and the Limited Partners on the other, the General Partners shall endeavor in good faith to resolve the conflict in a manner not adverse to the Limited Partners. The General Partners shall not be liable for monetary damages for losses sustained, liabilities incurred, or benefits not derived by Limited Partners in connection with such decisions, provided that the General Partners has acted in good faith.

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3.5.3. The Partnership shall indemnify the General Partners to the fullest extent permitted by law and save and hold it harmless from and against, and in respect of, any and all losses, claims, damages, liabilities (joint or several), expenses (including legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Partnership as set forth in this Agreement in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise.

3.5.4. The Partnership may reimburse the General Partners for reasonable expenses incurred by a General Partner who is a party to a legal proceeding in advance of the final disposition of the legal proceeding.

3.5.5. The indemnification provided by this Article 3 shall be in addition to any other rights to which General Partners or any other Person may be entitled under any agreement.

3.5.6. The Partnership may purchase and maintain insurance on behalf of the General Partners, and such other Persons as the General Partners shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

### 3.6. Remuneration of General Partners; Reimbursement.

3.6.1. General Partners as such, shall not receive any valuable consideration for services rendered to the Partnership. Notwithstanding the preceding sentence, the General Partners shall be entitled, in accordance with the provisions of Article 3.7 below, to pay reasonable valuable consideration to its Affiliates and other entities in which

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it may be associated for services performed. The General Partners shall be reimbursed on a monthly basis, or such other basis as the General Partners may determine in its sole and absolute discretion, for all expenses related to the Partnership's Property.

### 3.7. Outside Services; Dealing with Affiliates; Outside Activities

3.7.1. Notwithstanding any provision of this Article 3 to the contrary, the General Partner may engage, appoint and/or remove accountants, attorneys, advocates and solicitors, compliance officer under the Act, auditors and any and all other agents and assistants, both professional and non-professional, and others as it shall deem advisable, including its directors, officers, shareholders, and its Affiliates and entities with which the General Partner, any Limited Partner or their respective Affiliates may be associated, and may pay them reasonable valuable consideration from Partnership funds for services performed, which consideration shall be reasonably believed by the General Partner to be comparable to and competitive with fees charged by unrelated Persons who render comparable services which could reasonably be made available to the Partnership. The General Partner shall not be liable for the neglect, omission or wrongdoing of any such Person so long as it appointed such Person in good faith.

3.7.2. The Partnership may transfer assets to joint ventures, other partnerships, corporations or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions as are consistent with this Agreement and applicable law.

3.7.3. Except as expressly permitted by this Agreement, neither the General Partner nor any of its Affiliates nor any Limited Partner shall sell, transfer or convey any property to, or purchase any property from, the Partnership, directly or indirectly, except pursuant to transactions that are on terms as set forth in this Agreement.

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### 3.8. Other Transactions of the Partners

3.8.1. It is acknowledged that the Partners may in the future, from time to time, obtain additional business opportunities. Each Partner shall be free to venture into such business opportunities as such Partner may in such Partner's sole discretion deem desirable without having to offer interests in such opportunity to the other Partners or this Partnership, and such action on the part of any Partner shall not be deemed a breach of any fiduciary relationship owed by that Partner to the other Partners or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner, except to the extent such activities are of the same nature and are competitive with the business of the Partnership. As a result of this Agreement, no Partner (or Affiliate of any Partner), shall be obligated or bound to offer the Partnership or any of the other Partners any business opportunity presented to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others, unless such business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be a business activity in competition with the Partnership. Any such business or activity of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners, unless such business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be a business activity in competition with the Partnership. Each Partner and the Partnership hereby waive any right or claim such Partner or the Partnership may have against a Partner (or any Affiliate of a Partner), or any

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employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof, unless such business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be a business activity in competition with the Partnership.

3.8.2. With the consent of the General Partners, the Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit of the Partnership at any time provided that the valuable consideration paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any charges so incurred shall be deemed expenses of the Partnership. With the consent of all of the Partners, the Partnership shall have the authority to enter into any transaction despite the fact that another party to the transaction may be (a) a trust of which a Partner is a trustee or beneficiary; (b) an estate of which a Partner is a personal representative or beneficiary; (c) a business controlled by one or more Partners or a business of which any Partner is also a director, officer, partner, member, manager or employee; (d) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (e) any Partner, acting individually; or (f) any person related to the Partner (for the purpose of interpretation of this sub paragraph (f), "related to the Partner" shall carry the same meaning as "person connected with director" under Section 197 of the Companies Act 2016 [Act 777] whereby all reference to director shall mean Partner); provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

## ARTICLE 4 RIGHTS, PROHIBITIONS AND INDEMNIFICATIONS WITH RESPECT TO LIMITED PARTNERS

### 4.1 Rights of Limited Partners.

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4.1.1. The Partnership may engage the Limited Partners or persons or firms associated with them for specific purposes and may otherwise deal with such Partners on terms and for valuable consideration to be agreed upon by any such Partner and the Partnership; provided, however, that no Limited Partner shall be entitled to participate in the management or control of the business of the Partnership.

4.1.2. Each Limited Partner shall be entitled to have the Partnership books kept at the principal place of business of the Partnership and at all times, during reasonable business hours and at such Partner's sole expense, shall be entitled to inspect and copy any of them and have on demand true and full information of all things affecting the Partnership and a formal accounting of Partnership affairs whenever circumstances render it just and reasonable; provided, however, for such period of time as the General Partner determines in its sole and absolute discretion to be reasonable, the General Partner may keep confidential from the Limited Partners any information that (i) the General Partner believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or (ii) the Partnership or the General Partner is required by law or by agreements with unaffiliated third parties to keep confidential.

4.1.3. No Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership. A Limited Partner shall be liable to the Partnership only to make payments of its Capital Contribution, if any, as and when due hereunder. After its Capital Contribution is fully paid, no Limited Partner shall, except as otherwise required by the Act, be required to make any further Capital Contributions or other payments or lend any funds to the Partnership.

### 4.2 Prohibitions with respect to the Limited Partners

4.2.1. No Limited Partner shall have the right:

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- i. To take part in the control or management of the Partnership business, to transact business for or on behalf of the Partnership or to sign for or to bind the Partnership, such powers being vested solely in the General Partner as set forth herein;
- ii. To have such Partner's Capital Contributions repaid except to the extent provided in this Agreement;
- iii. To require partition of Partnership Property or to compel any sale or appraisalment of Partnership Property or sale of a deceased Partner's interests therein, notwithstanding any provisions of law to the contrary;
- iv. To sell or assign all or any portion of such Partner's Limited Partnership Interest in the Partnership, except as having obtained written consent from all the General Partners;
- v. To remove or appoint a General Partner;
- vi. To object, change or modify any decision made or to be made by General Partners;

### 4.3 Indemnification by Limited Partners

Each Limited Partner shall agree to indemnify the General Partners and the Partnership and hold the General Partners, its officers and directors (in the case the General Partner is a company) and the Partnership and its Partners and each of their respective representatives, successors and assigns harmless from and against any and all claims, demands, losses, liabilities, damages and expenses (including legal fees on client-solicitors basis) arising out of or in connection with the ownership of

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the Limited Partnership Interests by such Limited Partner and any activities, obligations or liabilities of, or related to, the Capital Contribution and Distributable Cash to which such Limited Partnership Interest relates for all periods after the date of this Agreement.

**4.4 Notice of Sale.**

The General Partner shall notify the Limited Partners no less than thirty (30) days prior to any offer to sale, or other event that will reduce the amount of any nonrecourse liabilities of the Partnership that a Limited Partner may include in the tax basis of his or its Partnership Interests. Upon receipt of such notice of sale ("Notice of Sale"), all Partners shall have the right to bid for the Partnership Property subject to Article 7.3 of this Agreement.

**ARTICLE 5  
CAPITAL CONTRIBUTIONS AND  
SHARES OF PROFITS AND LOSSES**

**5.1. Ownership Percentages.**

The percentage interest of each Partner will be determined by capital contribution of the respective Partner. A Partner's percentage interest will be determinative of: (a) a Partner's ownership interest in the Partnership as an entity; (b) a Partner's interest in the distribution of Distributable Cash; (c) a Partner's allocable share of the items of Profits and Losses; and (d) a Partner's distributive share of cash and other property upon dissolution of the Partnership.

**5.2. Initial Capital Contributions.**

Concurrently with the execution and delivery of this Agreement the General Partners undertake to contribute the following General Partner's Capital

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Contribution in full, in cash, to the capital of the Partnership within one month after the Partnership has opened a bank account:-

General Partner	Capital Contribution	Percentage of Interest in the Partnership as of date of this Agreement
Insert Name	RM1,000.00	50%
Insert Name	RM1,000.00	50%

**5.3. Additional Capital Contributions.**

The General Partners hereby agree that they shall enable and cause Additional Capital Contributions to the Partnership by admission of additional Limited Partners. The particulars of Additional Capital Contribution shall be as follows:-

Number of Limited Partnership Interest	Capital Contribution per Interest	Total Additional Capital Contribution	Percentage of Limited Partnership Interest in the Partnership
300,000,000 Interests	RM1.00	RM300,000,000.00	%

**5.4. Return of Capital.**

No Partner shall have the right to withdraw, demand a return or reduce his, her or its Capital Contribution to the Partnership without the consent of all the General Partners. In the event a return of or reduction in the Capital Contributions of a Partner is made, any amounts paid to such Partner shall be reduced by all costs, fees and other expenses incurred by the Partnership in facilitating such return of or reduction in capital.

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**5.5. Additional Operating Capital.**

Each Partner may from time to time be required to make an Additional Capital Contribution pursuant to this section. Any such contribution shall be made within thirty (30) days from the date of written notice by the Partners. If the cash receipts are insufficient to pay the obligations of the Partnership, the Partner are hereby expressly authorized to borrow, on behalf of the Partnership, such sums of money sufficient to offset negative cash flow. To secure any such loan, the Partner or record title holder, are hereby authorized and empowered to pledge, mortgage or otherwise encumber or hypothecate the Partnership Property. Should the Partner not be able to borrow on behalf of the Partnership such funds as are necessary to timely discharge Partnership obligations, then the Partners may assess each Partner, based upon such Partner's pro rata ownership interest in the Partnership, such sum or sums as are necessary to timely discharge Partnership obligations. All sums raised by the Partners pursuant to this section shall be used solely for Partnership purposes.

**5.6. Use of Contributions.**

The cash and property contributed by the Partners, will be utilised by the Partnership for the purposes of the Partnership set forth in this Agreement.

**5.7. Nature of Interests.**

All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

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**ARTICLE 6  
ACCOUNTING AND DISTRIBUTIONS**

**6.1. Profits and Losses**

Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their ownership interests in the Partnership, unless a different allocation is agreed to in writing by all of the Partners.

**6.2. Accounts and Audits.**

- (a) The General Partners shall cause the Partnership to file a partnership income tax return and all other tax returns required to be filed by the Partnership for each fiscal year.
- (b) All decisions as to accounting principles, except as specifically provided to the contrary herein, shall be made by the General Partners. The Partners may engage an independent certified public auditors to audit the accounts if they deem fit.

**6.3. Fiscal Year and Annual Accounting.**

The Partnership books shall be kept on the cash receipts and disbursements method of accounting or in accordance with generally accepted accounting principles, at the discretion of the General Partners. The Partnership shall furnish to the Partners, on annual basis, accounting reports reflecting Partnership income and expenses. In addition, the Partnership shall provide the Partners with the full annual Partnership tax return for the preceding year in a timely manner to comply with all statutory reporting deadlines.

**6.4. Distributions of Partnership Funds.**

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Distributions of Distributable Cash shall be made at such times as may be determined by General Partners, but no less frequently than annually. With regard to Distributable Cash, the General Partners shall make a determination, in accordance with such General Partners' duty of care and loyalty to the Partnership, as to the need for the Partnership Property in the operation of the Partnership business, considering current needs for operating capital and prudent reserves for future operating capital, all in keeping with the Partnership's purposes. It is the duty of the General Partners, in determining the amount of Distributable Cash available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts within the limits of the Partnership's credit, and the preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors.

**6.5. Loans.**

Any Person may, with the consent of all of the General Partners, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash.

**6.6. Tax Distributions.**

If for any Partnership year, the Partnership reports taxable income (including gains from the disposition of Partnership Assets), the General Partners shall cause the Partnership to distribute Distributable Cash in amounts sufficient to pay the tax liability of each Partner associated with the Partnership's taxable income. Such

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distribution shall be made to the Partners in proportion to the taxable income allocated to them in accordance with the provisions of this Agreement and shall be in an amount equal to the taxable income so allocated multiplied by the maximum rate of income tax imposed upon individuals under the Act at the time such allocation is made.

**ARTICLE 7  
HOLDING AND DISPOSAL OF PARTNERSHIP PROPERTY**

**7.1. Holding Period of Partnership Property.**

The Partners agree that the Partnership Property acquired after the date of this Agreement shall be held by the Partnership for at least three (3) years from the date of the acquisition signified by the date of perfection of transfer instrument, that is to say, for a property without title, the date of the Deed of Assignment; for a property with title, the date of presentation of Memorandum of Transfer (Form 14A of National Land Code 1965).

**7.2. Management of Partnership Property.**

The General Partners are authorized and directed to manage and control the Partnership Property and the business of the Partnership. The General Partners may exercise all of the powers which could be exercised by Majority-in-interest of the General Partners, subject to strict adherence and compliance to the limitations described in this Agreement.

**7.3. Disposal of Partnership Property.**

- (a) Upon the expiry of three (3) years holding period, steps shall be taken by the General Partners to dispose the Partnership Property without delay.

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- (b) General Partners shall issue a Notice of Sale to all Partners in the Partnership to request any interested Partner to make an offer not lower than the asking price of the Partnership Property. The asking price of the Partnership Property shall be approximately 90% of the prevailing fair market price of the Partnership Property as at the time of the Notice of Sale (the "Partnership Price").

- (c) Upon the issuance of the Notice of Sale, any Partner who is interested to purchase the Partnership Property shall within thirty (30) days from the date of the Notice of Sale, make an offer to purchase the Partnership Price.

- (d) On the thirty first (31<sup>st</sup>) day after the date of the Notice of Sale, the General Partners shall announce the identity of the successful bidder, and shall cause a definitive sale and purchase agreement to be signed between the successful bidder and the Partnership within twenty one (21) working days.

- (e) In the case that more than one Partner makes the highest offer as per above, each offering Partner shall be entitled, but not obliged, to make a second higher secret offer, to be deposited at the Partnership's premises within fifteen (15) days after the closure of the Notice of Sale. Once the fifteen-day term has elapsed, the General Partners shall open the envelopes containing the secret offers and the offering Partner which made the higher offer shall be the purchaser of the Partnership Property at the price of the second offer. In the event that no second offer is made, then the General Partners shall within a reasonable time repeat the steps as stipulated above to seek for offer to purchase the Partnership Property.

- (f) In the event that a sale and purchase transaction pursuant to Sections 7.3 (d) or 7.3 (e) failed to be completed or terminated after the execution of a definitive sale and purchase agreement, the General Partners shall within a reasonable time repeat the steps as stipulated above to seek for offer to purchase the

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Partnership Property.

- (g) If upon the expiration of three (3) months from the date of the Notice of Sale, and no Partner makes any offer to purchase the Partnership Property, then the General Partners shall be authorized to either sell the Partnership Property in open market, or to hold the Partnership Property for a further one (1) year provided that the Majority-in-interest of the General Partners shall agree to further hold the Partnership Property.

**ARTICLE 8  
MANAGEMENT FEES AND OTHER EXPENSES**

**8.1. Salary, Fees and Draws.**

Except as provided in this Article or by unanimous agreement of the Partners, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership.

**8.2. Compliance Officer.**

[Insert Name] shall be appointed as the Compliance Officer of the Partnership in accordance with Section 27 of the Act, and he shall assume all duties and obligations of a Compliance Officer as stated in the Act.

**ARTICLE 9  
ASSIGNMENT OF PARTNERSHIP INTERESTS**

**9.1. Generally.**

No Partner may assign or transfer all or any portion of such Partner's interest in the

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Partnership, without the prior consent of all of the General Partners, which consent may be granted or withheld in the sole discretion of the General Partners. Each Partner agrees with the Partnership and all of the other Partners that such Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions of this Article 9.

**9.2. Prohibited Assignments and Transfers.**

Any purported assignment or transfer by any Partner of an interest in the Partnership that is not consented to by all of the General Partners under Article 9.1 of this Agreement shall be null and void and of no effect whatever; provided that if the Partnership is required to recognize an assignment or transfer that is not permitted (or if the Partnership, in its sole discretion, elects to recognize an assignment or transfer that is not permitted), the rights of the Assignee shall be limited to holder of the interest in the Partnership and does not assume any management rights to the partnership. In the case of an assignment or transfer or attempted assignment or transfer of an interest that is not a transfer consented to by all of the General Partners under Section 9.1 of this Agreement, the parties engaging or attempting to engage in such assignment or transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and legal fees and expenses) as a result of such assignment or transfer or attempted thereof and efforts to enforce the indemnity granted hereby.

**9.3. Acquisition of an Interest Conveyed to Another Without Authority.**

If an assignment or transfer of the Partnership's interest occurs because: (1) any Person acquires a Partnership Interest, or becomes an Assignee, as the result of an order of a court which the Partnership is required by law to recognise; (2) a Partner's ex-spouse is awarded all or a portion of a Partner's partnership interest in a divorce

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proceeding; (3) a Partner dies; (4) a Partner makes an unauthorized assignment or transfer of an interest in the Partnership (subject to Article 9.2 above); or (5) of the dissolution, winding-up or bankruptcy of a Partner, the General Partners will have the unilateral option to either, admit the Assignee as interest holder of the Partnership without voting right and the right to interfere with the management of the Partnership, or to acquire the interest of the Assignee, or any fraction or part thereof, upon the following terms and conditions:

- (a) Either General Partner will have the option to acquire the interest by giving written notice to the Assignee of its intent to purchase within ninety (90) days from the date the General Partner is notified of the intention of the Assignee to acquire such interest;
- (b) The purchase price of the interest will be equivalent to the unit price of the interest paid by the Partner as at the time when this Agreement or Agreement of Adherence was entered without any deductions of Distributable Cash distributed prior to the date of the notice;
- (c) In order to reduce the burden upon the resources of the General Partner, the General Partner will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in **Thirty Six (36) equal monthly instalments** without interest. The first instalment of principal, without interest, will be due and payable on the fourteenth (14<sup>th</sup>) day of each calendar month following closing, and subsequent annual instalments, without interest, will be due and payable on the fourteenth (14<sup>th</sup>) day of each succeeding calendar month until the entire amount of the obligation is paid. The surviving Partner will have the right to prepay all or any part of the purchase money obligation at any time without penalty.

#### 9.4. Survival of Liabilities.

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##### Occurrence of Event Requiring Winding Up.

A Partner who, with notice that an event requiring a winding up has occurred, incurs a Partnership liability under Article 10.4(b) by an act that is not appropriate for winding up the Partnership business shall be liable to the Partnership for a loss caused to the Partnership arising from that liability.

#### 10.4. Partner's Power to Bind Partnership After Occurrence of Event Requiring Winding Up.

After the occurrence of an event requiring winding up, the Partnership shall be bound by a Partner's act that:

- (a) is appropriate for winding up the Partnership business; or
- (b) would otherwise bind the Partnership before the occurrence of the event requiring winding up, if the other party to the transaction does not have notice that an event requiring winding up has occurred.

#### 10.5. Rules for Distribution on Winding Up.

In winding up the Partnership business, the Partnership Property, including the contributions of the Partners required by this Article 10, shall be applied to discharge its obligations to creditors, including, to the extent permitted by other applicable law, Partners who are creditors other than in their capacities as Partners. Any surplus must be applied to pay in cash the net amount distributable to Partners in accordance with their right to in accordance with their respective capital contributions.

### ARTICLE 11 MISCELLANEOUS

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#### 11.8. Meetings of the General Partners.

Meetings of the General Partners may be called upon the written request of either General Partners. Notice of any such meeting shall be given to all General Partners not less than seven (7) business days nor more than thirty (30) business days prior to the date of such meeting and shall state the nature of any business to be transacted thereof. General Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of General Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of General Partners. Except as otherwise expressly provided in this Agreement, the vote of a Majority-in-interest of the General Partners shall control. This Article 11.8 shall apply *mutatis mutandis* to meeting of Limited Partners and meeting of Partners with reference of General Partners to be substituted accordingly.

#### 11.9. Action Without Meeting.

Any action required or permitted to be taken at a meeting of the General Partners may be taken without a meeting if written consent setting forth the action to be taken is signed by all General Partners entitled to vote. This consent will have the same force as a unanimous vote of the General Partners. The original signed consents shall be kept with the Partnership records. This Article 11.9 shall apply *mutatis mutandis* to Limited Partners and Partners with reference of General Partners to be substituted accordingly.

#### 11.10. Counterparts.

This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting

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It is expressly understood and agreed that no assignment or transfer of a Limited Partnership Interest or General Partnership Interest, even if it subsequently results in the substitution of the Assignee as a Partner herein, shall release the transferor or assignor from those liabilities as to the Partnership which survive such assignment or transfer as a matter of law.

#### 9.5. Partnership Interest Pledge or Encumbrance.

No Partner may grant a security interest or otherwise pledge, hypothecate or encumber his, her or its interest in this Partnership or such Partner's distributions without the consent of all the Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

#### 9.6. Non-recognition of an Unauthorized Assignment or Transfer.

The Partnership will not be required to recognize the interest of any Assignee who has obtained a purported transferred interest as the result of an assignment or transfer that is not authorized by this Agreement and the assignment or transfer shall be null and void for all purposes. If there is doubt as to ownership of an interest in the Partnership or who is entitled to distributions or liquidating proceeds or other property, the General Partners may accumulate such property under the Partnership until the issue is resolved to the satisfaction of the General Partners.

### ARTICLE 10 TERMINATION AND VOLUNTARY WINDING UP PARTNERSHIP BUSINESS

#### 10.1. Voluntary Winding Up and Termination of Partnership

The Partnership shall continue after the occurrence of an event requiring winding

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#### 11.1. Notices.

Any notices required hereunder shall be sent to the Partners by email or personal service or by certified or registered mail, return receipt requested, at the address set forth for such parties, respectively, in this Agreement. By giving to the Partnership and each Partner written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address. No Assignee of any interest of any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such assignment or transfer.

#### 11.2. Additional Instruments.

Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

#### 11.3. Applicable to Successors.

This Agreement and each provision herein shall be binding upon and applicable to, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

#### 11.4. Waiver.

No consent or waiver, express or implied, by any parties hereto of the breach or default by any other party or parties hereto in the performance by any such party or parties of its or their obligation hereunder shall be deemed or construed to be

for the other counterparts hereof.

#### 11.11. Gender.

Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

#### 11.12. Legal Fees.

In the event a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable legal fees and court costs incurred.

#### 11.13. Parties Bound.

The Partners are bound and undertake with each other to exercise their powers in relation to the Partnership so as to ensure that the Partnership fully and promptly observes, performs and complies with its obligations under this Agreement.

#### 11.14. Governing Law.

This Agreement shall be subject to, and governed by, the laws of Malaysia and the Partners submit to the jurisdiction of the Malaysian courts.

#### 11.15. Reliance by Third Parties.

Notwithstanding any other provision of this Agreement, any action taken by the

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up until the winding up of its business is completed, at which time the Partnership shall be terminated.

#### 10.2. Conduct of Voluntary Winding Up.

- (a) Only the General Partners or a Partner appointed by all the General Partners is/are authorized to wind up the business of the Partnership;
- (b) To the extent appropriate for winding up, as soon as reasonably practicable, and in the name of and for and on behalf of the Partnership, a Person winding up the Partnership's business may subject to the Act:
  - i. prosecute and defend civil, criminal, or administrative suits;
  - ii. settle and close the Partnership's business;
  - iii. dispose of and convey Partnership Property;
  - iv. satisfy or provide for the satisfaction of the Partnership's liabilities;
  - v. distribute to the Partners any remaining Partnership Property; and
  - vi. perform any other necessary act.
- (c) The General Partners or the Partner so authorised by General Partners to winding up the Partnership's business shall ensure the Partnership has ceased to operate and has discharged all its debts and liabilities prior to applying to voluntarily wind up the Partnership in accordance to the Act.

#### 10.3. Partner's Liability to Partnership For Incurring Inappropriate Liability After

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a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder. Failure on the part of any party hereto to complain of any act of any of the other parties or to declare any of the other parties hereto in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

#### 11.5. Severability.

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### 11.6. Amendment.

This Agreement may be amended or modified at any time only if all General Partners agree to such amendment or modification in writing.

#### 11.7. Waiver of Rights to Partition.

Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party hereto, individually, has any ownership in such property, none of the parties hereto shall have any right to partition any of the Partnership Property, and all parties hereto hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for partition of any of the Partnership Property with respect to their undivided interest, if any, therein, either as a partition in kind or a partition by sale.

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Partners on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the Partners taking such action, and such Person shall have no duty to ascertain whether such Partner has such authority even if such action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the Partners may rely upon a certificate signed by the Partners as to: (a) the identity of the Partners; (b) any conditions precedent to acts by the Partnership; (c) the Persons who are authorized to execute any documents and bind the Partnership; and (d) any other matter involving the Partnership or any Partner.

#### 11.16. Entire Agreement.

The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties hereto, and it is expressly provided that the Partners shall not be liable for any claim that may hereafter be made alleging any verbal agreement by and between the Parties hereto and the Partners, or any Partner's agents, employees or associates.

#### 11.17. Headings.

The heading of each of the articles and sections of this Agreement are inserted for convenience only and shall not be considered in constraining the terms of this Agreement.

#### 11.18. Secrecy and Confidentiality.

The Partners shall keep confidential all information received including but not limited to all information contained in this Agreement and the same shall not be disclosed by either Party to third parties except to the extent as agreed in writing by both Parties. The parties undertake to comply with the provisions of the Personal Data Protection Act 2010 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

**\*\* the remainder of this page is intentionally left blank \*\***

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IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and year first above written.

Signed by  
the General Partner

(N.R.I.C. No.:  
in the presence of:

)

.....  
*Witness*

Name:  
N.R.I.C. No.:

Signed by  
the General Partner

(N.R.I.C. No.:  
in the presence of:

)

.....  
*Witness*

Name:  
N.R.I.C. No.:

.....  
*General Partner*

Name:  
N.R.I.C. No.:

.....  
*General Partner*

Name:  
N.R.I.C. No.:

**\*\* the remainder of this page is intentionally left blank\*\***



## APPENDIX A

*To be read and construed as an integral and essential part of the Agreement*

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### AGREEMENT OF ADHERENCE

**DATE:**

**PARTIES**

- (1) The person or corporate entity whose particulars are as stipulated in **Section 1** of the **Schedule**, of the first part (hereinafter referred to as the "**Limited Partner**");
- (2) The person or corporate entity whose particulars are as stipulated in **Section 2** of the **Schedule**, of the other part (hereinafter referred to as the "General Partners").

The Limited Partner and the General Partners are individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

**WHEREAS**

- (A) The General Partners have entered into a Limited Partnership Agreement dated [insert date] (hereinafter referred to as "the LLP Agreement"), wherein a limited liability partnership known as "[insert name] PLT" (hereinafter referred to as "the Partnership") was formed under the Limited Liability Partnerships Act 2012 (hereinafter, as from time to time amended, referred to as the "Act"). The particulars of the Partnership are as stipulated in Section 3 of the Schedule.
- (B) Pursuant to the LLP Agreement, the General Partners agree that upon consent of all General Partners, the Partnership shall admit limited partners from time to time up until the Additional Capital Contribution, as defined therein in Article 5.3 of the

LLP Agreement (or above and beyond the Additional Capital Contribution should all General Partners exercise their rights under Article 3.2 (y)) is fully contributed by additional limited partners who agreed to the terms and conditions herein contained and have duly executed the Agreement of Adherence as appended therein as Appendix A of the LLP Agreement, with the General Partners. A copy of the LLP Agreement is hereby annexed as Appendix I.

(C) The Limited Partner intends to join the Partnership, and the General Partners are agreeable to admit this Limited Partner as a limited partner of the Partnership, subject to the adherence of the LLP Agreement and this Agreement.

(D) The parties agree that this Agreement of Adherence shall be deemed effective from the date of this Agreement (the Effective Date), irrespective of the signing date.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1 INTERPRETATION AND DEFINITION**

Words and expressions defined or given a special meaning in the LLP Agreement shall have the same meanings where used herein.

**2 APPLICATION OF THE LLP AGREEMENT AND ITS ADDENDUMS AND SUPPLEMENTARY AGREEMENT THERETO**

2.1 On and from the Effective Date, and in so far as all the Articles of the LLP Agreement, including the LLP Agreement's addendums and supplementary agreements thereto:

(a) the provisions of the LLP Agreement (including all relevant addendums and supplementary agreements thereto) shall apply to this Agreement of Adherence;

(b) the Limited Partner hereby agrees to adhere to and become fully bound by the obligations which are expressed to apply to "Limited Partner" under the LLP Agreement (including all relevant addendums and supplementary agreements thereto) as if the terms and conditions also expressed apply to the Limited Partner in all aspects; and

(c) the General Partners hereby agree to adhere to and become fully bound by the obligations which are expressed to apply to "General Partner" under the LLP Agreement (including all relevant addendums and supplementary agreements thereto) as if the terms and conditions also expressed apply to the General Partners.

2.2 Concurrently with the execution and delivery of this Agreement, the Limited Partners shall contribute the Limited Partner's Capital Contribution in full, which amount is as stipulated in Section 4 of the Schedule in cash, to the capital of the Partnership, for the Limited Partnership Interest as stipulated in Section 5 of the Schedule.

2.3 The General Partner shall in timely fashion, after the Limited Partner made payment for the due Capital Contribution, issue or cause to issue the Certificate of Limited Partnership filed for record to reflect the admission of the Limited Partner pursuant to the terms of the LLP Agreement as a Limited Partner.

2.4 Any amendments made to the LLP Agreement (including all relevant addendums and supplementary agreements thereto) by the General Partners after the Effective Date of this Agreement of Adherence shall be binding on the Limited Partners from

the date that such amendments are approved by General Partners in mutual agreement.

2.5 Any parties to this Agreement shall have the rights and obligations as stipulated in the LLP Agreement.

**3. APPLICABLE LAW AND JURISDICTION**

The parties hereby agree that this Agreement of Adherence and the provisions hereof shall be governed by and construed in accordance with the laws of Malaysia and shall be subject to the exclusive jurisdiction of the courts of Malaysia.

**4. MODIFICATIONS AND VARIATIONS**

The terms of the LLP Agreement may be amended from time to time by the General Partners, and such amendment shall be incorporated by reference in to this Agreement of Adherence.

*\*\* the remainder of this page is intentionally left blank\*\**

**IN WITNESS WHEREOF**, the parties have set their respective hands to this Agreement  
the date and year first above written.

Signed by  
the Limited Partner

**(N.R.I.C. No.:**  
in the presence of:

)

-----  
*Witness*

-----  
*Limited Partner*

Name:  
N.R.I.C. No.:

Name:  
N.R.I.C. No.:

Signed by  
the General Partner

**(N.R.I.C. No.:**  
in the presence of:

)

-----  
*Witness*

-----  
*General Partner*

Name:  
N.R.I.C. No.:

Name:  
N.R.I.C. No.:

Signed by  
the General Partner

(N.R.I.C. No.:  
in the presence of:



-----  
*Witness*

-----  
*General Partner*

Name:

Name:

N.R.I.C. No.:

N.R.I.C. No.:

**\*\* the remainder of this page is intentionally left blank\*\***

## SCHEDULE

*To be read and construed as an integral and essential part of the Agreement*

Section		
1	Particulars of the Limited Partner	: Name: NRIC No.: Address: Email Telephone No.:
2	Particulars of the General Partner	: Name: NRIC No.: Address:  Email Telephone No.:  Name: NRIC No.: Address:  Email Telephone No.:
3	Particulars of the Partnership	: Name: Registration No.: Registered Address:
4	Limited Partner's Capital Contribution	: RM
5	Percentage Limited Partnership Interest	: [ ] % in the Partnership

**\*\* the remainder of this page is intentionally left blank\*\***

## APPENDIX I

*To be read and construed as an integral and essential part of the Agreement*

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**\*The LLP Agreement as appended herein\***

**\*\* the remainder of this page is intentionally left blank\*\***

### SCHEDULE

*To be read and construed as an integral and essential part of the Agreement*

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Section		
Particulars of the Limited Partner	:	Name: NRIC No.: Address: Email Telephone No.:
Particulars of the General Partner	:	Name: NRIC No.: Address: Email Telephone No.:  Name: NRIC No.: Address:  Email Telephone No.:
Particulars of the Partnership	:	Name: Registration No.: Registered Address: 47
Limited Partner's Capital Contribution	:	RM
Percentage Limited	:	[ ] % in the Partnership



### 3.3 稳资计划 3 首饰珠宝

持有 Gene 意味着您过着奢华和时尚的生活。  
您可以使用 Gene 兑换高品质品牌的首饰珠宝。



18k石榴石项链，使用18K玫瑰配以一颗红色天然石榴石组成，石榴石采用不常见的心形切割，并采用钻石方式悬挂在项链上，是突破传统镶嵌工艺的独特表现方式，适合日常戴佩及搭配其他类型饰品，展现活力。

使用18k玫瑰金材质，以珐琅工艺与天然钻石为配合设计，金重2.8克，钻石总重量为3分。多彩的珐琅工艺内嵌于玫瑰金中，完美展现分色层次感，配以钻石，后在设计外观上就如一个闪耀的船舵，寓意事业开拓，运筹帷幄。



使用18k白金材质，配以多颗圆形璀璨切割及梯方型切割的天然钻石组成双飞蝶造型，金重4.5克，钻石总重量为0.76克拉。身无彩蝶双飞翼，心有灵犀一点通，蝶舞双飞寓意坚定的爱情就像蝴蝶破茧的蜕变，经历一番五味杂陈后仍相亲相爱。

### 3.4 稳资计划 4 赢通(兑换现金卷)

持有 Gene，您将能享受 Intron 产品兑换优惠券的好处!

Intron 让您可以在任何时候换取所需的现金卷，也帮助商家提升业绩,提高知名度!

赢通已与超过 100 家商家合作，除了马来西亚，还会有其他国家的商家加入！敬请期待！

## 赢通 简单步骤



商家

自定义自己现金券



消费者

可以在APP里寻找附近的INTRON商家



消费者

换取现金券然后  
显示二维码可享受折扣



商家

扫描二维码确认



消费者

自付折后价给商家

### 商家

U optic  
Tian Xiang Hui Wei  
JUST SEAFOOD  
ECOMALL  
Zhia Kitchen  
VY CAFE  
AA SUPER GRILL  
樂足料  
升康燒腊云吞面(飯)  
師傅仔馳名燒腊  
668 海鮮飯店  
蓝花高湯板面馆  
香港亭赤阪店  
创发海鲜鱼翅火锅饭店  
CGSCOME

Niko Niko Onigiri  
Tadika Anak Ria  
WINS RESTAURENT  
OCEAN CAFE  
GIN YUN JING  
DPARISS AESTHETIC  
QLASH EYELASH  
NAT HEALTHCARE CENTER  
PUSAT JAGAAN VIKTORIA  
FLOWER GIRL COFFEE  
TRIPLE SNACK HOUSE  
MEDIKULIT PREMIUM  
AUTOCARE STUDIO  
AMANTE WELLNESS  
(DS WELLNESS & BEAUTY)  
ELETHAI

UCSI Extension  
DE MUZI 28  
IN TAIWAN  
HYGGE  
PITSTOP  
MATANG SEAFOOD  
培福面家 PeiFook  
NATURAL SANCTUARY  
Vege Gen Vegetarian  
老火肉骨茶  
Yosha Tea  
COLOBABA  
蜀湘楼  
KRUA KHAO HOM  
SEVEN9TH  
スナックひめ

麻辣香锅麻辣烫  
JANELLEE RESOURCES  
V PARADISE STEAMBOAT  
AROWANA BEAUTY SPA  
八卦面馆 BG NOODLE HOUSE  
草泥马 T.O.V BUBBLE MILK TEA  
PM BY NOS NINETY5 HAIR STUDIO  
GOLDEN-MAH BIRD'S NEST SDN BHD  
RESTAURANT YU XIANG CURRY FISH HEAD  
LANDMARK COFFEE ROASTERY  
等一个人咖啡 CAFE.WAITING.LOVE  
ZUI ZUI XIANG HOTPOT RESTAURANT  
YUM THONG SUI SRI PETALING  
又一间餐馆 WOK AND EAT RESTAURANT  
GREEN WORLD BEAUTY SALOON  
CARRIEKM LEISURE SERVICES SDN BHD

# Return Projection

回报预估



# 4.1 回报预估1

## 利润分享

$\$10,001 \times 0.143\% = \$14.3/\text{日}$  ; 总金御量 =  $\$10,001$   
3 个月后 =  $\$16.28/\text{日}$  ; 总金御量 =  $\$11,359.57$   
6 个月后 =  $\$18.52/\text{日}$  ; 总金御量 =  $\$12,922.48$   
9 个月后 =  $\$21.07/\text{日}$  ; 总金御量 =  $\$14,700.41$   
12 个月后 =  $\$24.14/\text{日}$  ; 总金御量 =  $\$16,843.16$

68%  
增长



- \*\* 总金御可用于兑换  
上市股份与赢通 (奖励积分)
- \*\* 所有条款将可能发生变化
- \*\* 请注意这是一项可能带来风险的投资计划

# 4.2 回报预估2

## 上市公司股本

目前股本价值 : 澳元 0.055

发行股票(目标) : 4 亿

### 2 年后的目标股价为 0.50 澳元

所以,如您购买 10,001 Gene, 回报预估将是:

10,001 Gene = 13.500 澳元(货币价值估算)

如果转换为股本:

13,500 澳元/0.055 澳元 = 245,454 的股本 (根据目前股价)

如果股价是在 0.50 澳元

245,454 的股本 X 0.50 澳元 = 122,727 澳元 (根据两年后的预估)

转换为美金 = 90,908 美金

\*\* 请注意,以上股价仅基于预测。

# 4.3 回报预估 3

## 实体产业

正建立有限合伙制企业(LLP)以持有实体产业

有限合伙制企业 (LLP)



LLP 将持有 10 个实体产业

总 10 个单位的实体产业市场价值为 500 万美元(保守估计的价值)

1 个 Gene= 1.00 美元= 1 股 LLP

例子:

(i)用户拥有 10,001 Gene,相当于 10,001 美元= 10,001 股 LLP 的股份

$$\text{持股比例} = \frac{\text{LLP 股份持有}}{\text{预估房地产市场价值}} \times 100\% \quad \blacktriangleright \quad \frac{10,001}{5,000,000} \times 100\% = 0.2\% \text{ 的 LLP 股份}$$

根据以上例子：

**场景 1：** 出售该物业时,投资者将在出售该物业后取回 10,001 美元。

**场景 2：** 三年后,实体产业的价值预计将增长 50%,因此,您的持有价值将为:

$$\begin{aligned} &\text{预计实体产业的市场价值:7,500,000} \\ &= 7,500,000 \times 0.2\% = 15,000 \text{ 美元} \end{aligned}$$

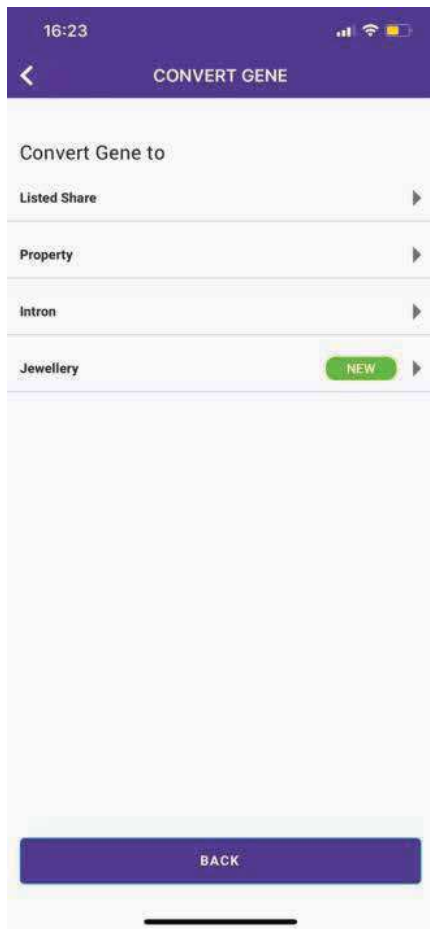


# App Manual Guide

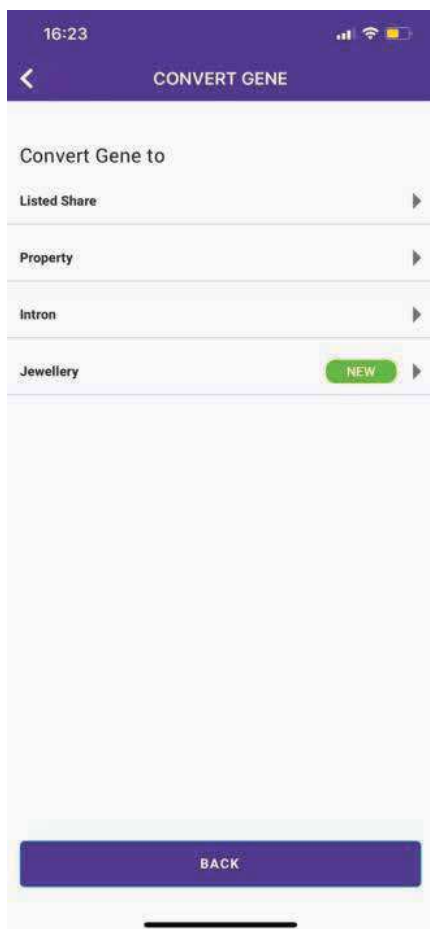
App 操作指南



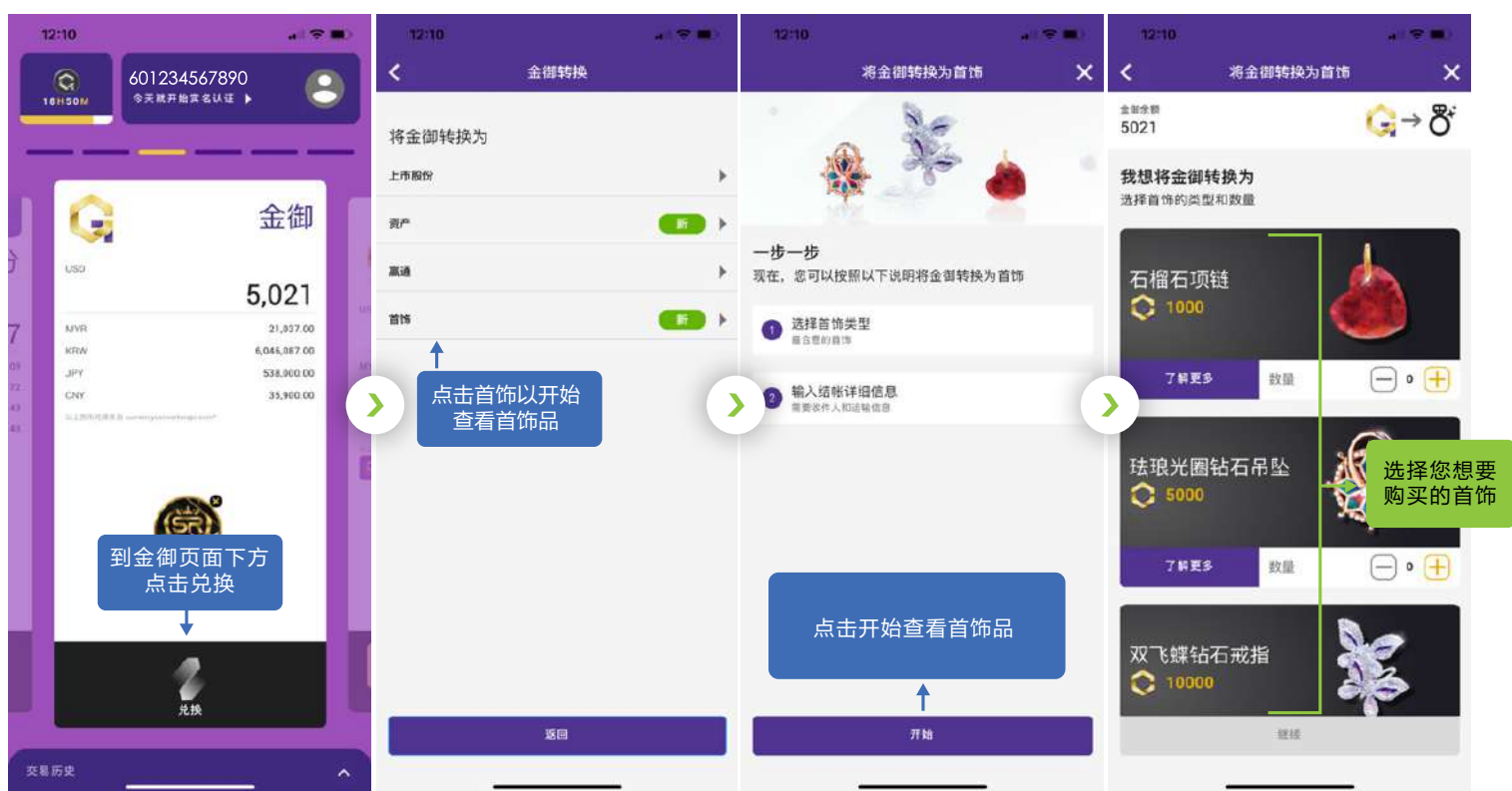
# 5.1 Gene 转换上市公司股本



## 5.2 Gene 转换实体产业

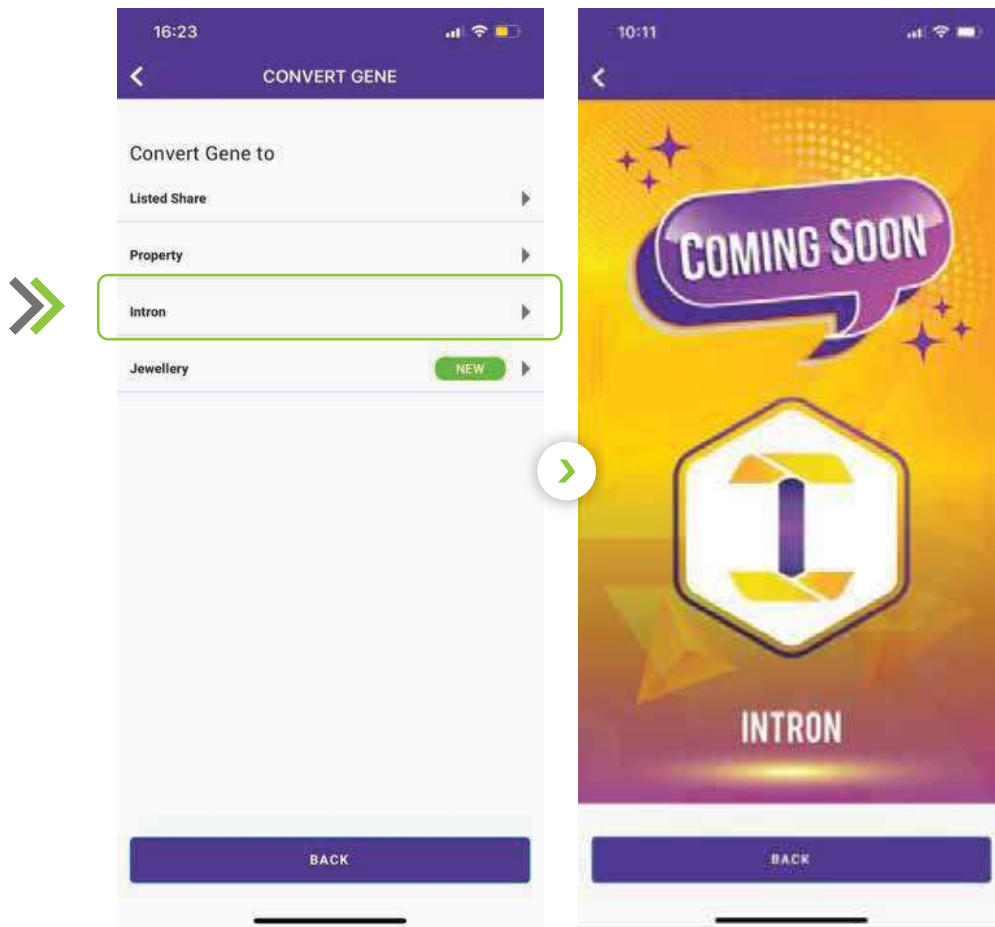


## 5.3 Gene 转换首饰珠宝





# 5.4 Gene 兑换现金卷(赢通)



# 5.5 提现

点击头像

用户可选择提现至 USDT, 法定货币 或 EVOLET



点击“开始”

# 5.5 提现

(1) 选择“USDT”

USDT提现须知:

- 每日可提交
- 最低提现额度为20 G积分
- 若未完成实名认证，最高提现额度为100 G积分

点击USDT

输入您要提现到的USDT钱包地址

输入您想要提现的G积分数额

选择提款方式

USDT  
USDT ERC20地址必须存入金额

法定货币  
需要本地银行的一般信息来获取提现金额

EVOLET  
接收提现金额所需的EVOLET卡信息

USDT钱包地址-ERC20  
输入USDT钱包地址以接收提现金额

USDT钱包地址-ERC20  
点击以贴USDT钱包地址

扫描二维码?  
点击以扫描USDT钱包地址

输入金额

G积分余额  
4000.02

取款数量

查看摘要

G积分余额  
4000.02

G积分  
提现

接收USDT 35  
赚取赢通 10  
管理费 5

总提现 -50

输入交易密码

交易类型 提现G积分  
提现至 0xdf4de39cbfe622b170f35b9c77ab225ca7c08358

交易类型 提现G积分  
提现至 0xdf4de39cbfe622b170f35b9c77ab225ca7c08358

点击查看摘要

点击确认

输入交易密码即可完成

# 5.5 提现

(2) 选择“法定货币”

提现至法定货币须知：

- 法定货币展示进开放马来西亚和中国
- 仅限每月的1日和15日方可进行提交
- 最低提现额度为100G积分

点击法定货币      填写受益人姓名和身份证号码      选择银行账号名称然后输入银行账号

选择提现方式

USDT  
USDT ERC20地址必须存入金额

法定货币  
需要本地银行的一般信息来获取提现金额

EVOLET  
接收提现金额所需的EVOLET卡信息

提现G·积分至法定货币

受益人详细资料  
请填写以下信息

提现至哪个国家?

受益人姓名

身份证号码

银行存款详情

更换方式

提现G·积分至法定货币

银行详情  
请填写以下信息，以令吉 (MYR) 来获取提现

银行账户名称

SWIFT代码

银行账号

输入金额

编辑受益人详情

提现G·积分至法定货币

G·积分余额 4000.02

提现金额

接收 MYR 0

查看摘要

提现G·积分至法定货币

G·积分 提现

接收 MYR 301.00

兑换 (G·积分) 70.00

汇率 1 USD = 4.3 MYR

赚取赢通 20.00

管理费 10.00

总提现 -100

交易类型 提现G·积分

确认

编辑数量

输入您想要提现的G积分数额然后点击查看摘要后

点击确认然后输入交易密码即可完成

# 5.5 提现

(3) 选择“EVOLET”

提现至EVOLET须知:

- 仅限每个星期日方可进行提现
- 最低提现额度为100 G积分

点击EVOLET      输入EVOLET卡号      输入您想要提现的G积分数额

选择提款方式

- USDT  
USDT ERC20地址必须存入金额
- 法定货币  
需要本地银行的一般信息来获取提现金额
- EVOLET**  
接收提现金额所需的EVOLET卡信息

受益人详细资料  
请填写以下信息

Evolet Visa卡号码

G·积分余额 4100.02

提现金额

接收 MYR 0.00

查看摘要

查看摘要

接收 MYR 301.00

赚取赢通 20.00  
管理费 10.00  
兑换 (G·积分) 70.00  
汇率 1 USD = 4.3 MYR

总提现 -100

交易类型 提现G·积分

确认

编辑数量

输入交易密码

总提现 -100

交易类型 提现G·积分

确认

编辑数量

查看摘要后      检查后点击确认      输入交易密码即可完成用户随后也可查看交易记录



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# Be Part Of Us

加入我们



创造趋势 造就人生  
CREATING TREND FOR BETTER TOMORROW





**GENE Subscription Form / GENE (金御)认购表格**

<b>New Subscription Account 新认购户口</b>		<b>Y 是 / N 否</b>			
<b>Personal Information 个人资料 :</b>					
Full Name 外文姓名:		Chinese Name 中文姓名:			
IC No 身份证号码:		Passport No 护照号码:			
Contact No 电话号码:		Email 电邮:			
Date 日期: ____ (DD 日) ____ (MM 月) ____ (YYYY 年)					
<b>Subscription Package 认购配套</b>					
<b>Please tick 请打勾 (v)</b>					
USDT 1,000		USDT 5,000		USDT 10,000	
<b>Other amount 其他:</b>					
_____					
<b>Subscription Information 认购资料 :</b>					
Introducer Name 介绍人姓名:		Introducer Contact No 介绍人联系号码 :			

- \* GENE is convertible to the Property, Share, Jewelry or Discount Voucher which are listed in the official App.
- \* 金御是可兑换 App 系统里所显示的资产，如：房产、股票、珠宝、商品或优惠礼券。
- \* Gene is transferrable, convertible or exchangeable to any party/user via the GENE App.
- \* 金御是可通过 App 自由转让、兑换或与其他用户进行交易。
- \* The above subscription amount is referring to the user's initial entitlement amount of GENE. The actual amount of GENE shall be based on User's personal account in the App.
- \* 以上表格仅作为新用户认购金御的初始的数额。用户的金御持有量将根据 App 系统的个人户口数据为基准。

Subscriber Signature 认购者签名:

Date 日期:

Payment Method / Info 付款方式 / 资料:
----------------------------------



# Contact Us

联系我们



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 Gene

 金御 Gene

 金御 Gene



Facebook



Youtube



Youku

## Customer Careline

Phone No : +6011 6939 2180

Wechat ID : evocareline

Line ID : evo\_careline

立即下载 Gene应用程序

