

Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this day of 20 December 2018 , by and between the following individuals:

Partner I

Partner II

A.B.P Capital LLC

422735455 Director –

Danial Najafpour

(p/n 518656766, London)

Globusi LLC

404386008 Director – Revaz

karmazanashvili p/n 01001001704

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

ABP will import the raw materials needed for the production of petroleum products in Georgia, and in the oil refinery owned by the company B, they will jointly produce oil products for further sale and profit sharing. Whose financial figures are determined as a percentage of the price and quantity of oil products imported and produced each time

2. Day-To-Day Operation. The partners shall provide their full-time services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by unanimous vote. It is understood that the partners may elect one of the partners to conduct the day-to-day business of the partnership;

The partnership shall maintain a capital account record for each partner; should any partner's capital account fall below the agreed to amount, then that partner shall (1) have his share of partnership profits then due and payable applied instead to his capital account; and (2) pay any deficiency to the partnership if his share of partnership profits is not yet due and payable or, if it is, his share is insufficient to cancel the deficiency.

3. 3. Profit and loss. The partnership's profits and losses are shared by the partners according to a mutually agreed schedule and at the end of each calendar year, which is calculated and then issued as Dividend Profits from the work performed and the material spent according to the raw material at the end of each year..

4. Term/Termination. The term of this Agreement shall be for a period of 10 years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share.
5. Disputes. This Partnership Agreement shall be governed by the laws of the State of Georgia. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
6. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the partnership. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

Partner I

Partner II

A.B.P Capital LLC
422735455 Director –
Danial Najafpour
(p/n 518656766, London)

Globusi LLC
404386008 Director – Revaz
karmazanashvili p/n 01001001704

20 December 2018 year



Danial Najafpour

