



## Partnership Agreement between NAFTA and A. Real Investments SA

**This Partnership Agreement** is made on the 1st day of November, 2016, by and between NAFTA Oil Company, a corporation duly organized and existing under the laws of the State of Texas, with its principal office located at 123 Energy Blvd., Houston, TX 77001 (hereinafter referred to as "NAFTA"), and A. Real Investments SA, a company incorporated under the laws of Switzerland, having its registered office at Boulevard des Philosophes 23, 1205 Genève.

### Recitals:

WHEREAS, NAFTA is engaged in the exploration, extraction, and sale of oil, and possesses the necessary expertise and resources in the oil industry;

WHEREAS, A. Real Investments SA is an investment firm specializing in energy assets and seeks to expand its portfolio in the oil sector; WHEREAS, both parties desire to form a partnership to combine their resources for mutual benefit in exploring and producing oil in designated areas in UAE.

### 1. Purpose of the Partnership

The purpose of this partnership is to jointly explore, develop, produce, and market crude oil and related products from specified exploration blocks in the UAE, including Block 1234, Block 5678, and Block 9101, hereinafter referred to as "the Project."

### 2. Contributions of the Partners

- **NAFTA's Contribution:**
  - a. Cash: NAFTA shall provide a financial capital investment of **CHF 5,000,000**.
  - b. Technical Expertise: NAFTA will furnish skilled personnel, equipment, and technology necessary for the exploration and extraction of oil.
- **A Real Investments SA's Contribution:**
  - a. Cash: A Real Investments SA shall contribute **CHF 4,800,000** in cash, which reflects the valuation of its stake in the oil reserves estimated at **500,000 barrels of crude oil equivalent**.
  - b. Strategic Networks: A Real Investments SA will leverage its international connections to facilitate sales and marketing of the produced oil.

### 3. Profit Sharing and Distributions

The net profits derived from the operations of the Project will be calculated after the deduction of all operational expenses, taxes, and other liabilities. Profit sharing shall be distributed based on the proportion of capital contributions as follows:

- NAFTA shall receive **82%** of the profits.
- A Real Investments SA shall receive **18%** of the profits.

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Address:  
Boulevard des  
philosophes 23, 1205  
Genève

Register number: CH-550.1.051.028-4  
VAT ID: CHE-113.775.772  
Email: [info@arealinvestmentssa.com](mailto:info@arealinvestmentssa.com)  
Website: [arealinvestmentssa.com](http://arealinvestmentssa.com)





#### 4. Duration

This partnership shall commence on November 1, 2016, and shall continue for an initial term of **15 years**, unless otherwise terminated in accordance with the provisions herein. The partnership may be renewed or extended by mutual agreement of both parties.

#### 5. Management of the Partnership

- Management Committee: A management committee shall be established, comprising two representatives from each partner, to oversee the operations of the Project.
- Decision Making: All substantial business decisions, including budget allocations and operational strategies, shall require a majority vote of the management committee.

#### 6. Rights and Obligations

Each partner shall have a right to examine the accounts and records of the partnership. Both partners shall act in good faith towards each other and shall not engage in any activities that would harm the partnership's interests. Any partner wishing to transfer their interest must offer their shares to the other partner before considering outside buyers.

#### 7. Indemnification

Each partner agrees to indemnify and hold harmless the other partner from any losses resulting from negligence, misconduct, or breach of this agreement.

#### 8. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Luxembourg. Any disputes arising from this agreement will be settled through arbitration in Luxembourg.

#### 9. Amendment and Termination

Any amendments to this agreement must be in writing and signed by both parties. Either party may terminate this agreement with a written notice of at least **90 days** prior to termination, subject to the settlement of any outstanding obligations.

#### 10. Miscellaneous

This document constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, or representations related to its subject matter.



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IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement as of the date first above written.

**Authorized Representative**

NAFTA Oil Company

A handwritten signature in black ink, appearing to read 'Wiley', is written over a horizontal line.

**Authorized Representative**

A. Real Investments SA



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