

Partnership Agreement between Skylandia Solutions LLC and TerraNova Consortium, Ltd.

This Partnership Agreement ("Agreement") is made and entered into as of March 2, 2023, by and between Skylandia Solutions LLC, a limited liability company with its principal place of business located at 1020 Sixth Avenue, New York, NY 10018 (hereinafter referred to as "Skylandia"), and TerraNova Consortium, Ltd., a corporation duly registered in the State of Delaware with its principal offices at 1234 Market Street, Wilmington, DE 19801 (hereinafter referred to as "TerraNova"). Collectively, these entities shall be referred to as "the Parties" and each individually as a "Party." This Agreement shall remain in effect until March 2, 2028, unless terminated earlier in accordance with the terms set forth herein. The governing law of this Agreement shall be the Law of New York, and any disputes arising hereunder shall be adjudicated in the Southern District of New York. This Agreement is effective as of the Signature Date: March 5, 2023.

Terms and Conditions

The terms and conditions set forth in this Agreement are binding upon signature and encompass the obligations, rights, and responsibilities allocated to each Party. The purpose of this partnership is to collectively utilize and leverage the unique strengths, expertise, and resources of Skylandia and TerraNova to achieve mutually beneficial objectives in the field of sustainable urban development.

Each Party legally pledges to act in good faith to uphold all sections of this document, ensuring regulatory compliance, strategic alignment, and due execution of agreed-upon tasks. Written notice is required for the initiation of any procedural adjustments.

Company assets, intellectual property, and proprietary information acquired during the term of this agreement shall be exclusively used for activities under this contract. Furthermore, the confidentiality obligations, detailed in paragraph 9 of the contract, shall be observed meticulously to ensure no unauthorized dissemination occurs. Any breaches may be subject to maximum penalties as permissible under the Jurisdiction referenced, the Southern District of New York.

Obligations and Responsibilities of the Parties

This Agreement outlines the obligations and responsibilities that Skylandia and TerraNova agree to undertake. These obligations are divided into certain key areas: project development, resource allocation, compliance, and risk management.

Skylandia agrees to contribute its expertise in environmental technology and data analytics to enhance TerraNova's urban planning endeavors. This will include the provision of technological frameworks and the facilitation of knowledge transfer sessions to TerraNova's team. TerraNova, in turn, commits to integrating Skylandia's technology into its current systems to improve project efficiencies and outcomes, thus expanding their operational territory effectively.

To ensure smooth execution, both Parties are required to appoint liaison officers who will act as central points for all communications. Regular bi-monthly meetings will be reviewed to assess progress and troubleshoot any issues. Each Party must provide periodic reports detailing milestones achieved and future projections. This commitment binds each Party to acknowledge and resolve any financial re-allocations or risk exposures that might develop during this term.

Payment Details

The financial agreement between the Parties includes initial capital investment, recurring payments for services rendered, and the distribution of any resulting profits according to predetermined ratios. Skylandia and TerraNova agree to an initial investment of \$500,000 split equally between both Parties, to be allocated for strategic development and operational implementation.

Each Party is responsible for the prompt payment of associated costs arising from their specific undertakings and responsibilities delineated within this agreement. A quarterly financial review will be conducted, spearheaded by chief financial officers of both respective companies, with the purpose of evaluating and authorizing any necessary budget adjustments.

Profit-sharing schemes have been established with the understanding that net profits will be equally divided between Skylandia and TerraNova, pending a calculated deduction for any overheads or exceptional costs incurred during the project lifecycle. Should disputes arise pertaining to payment terms, they must be promptly resolved in writing, and if needed, escalated to the jurisdiction agreed upon: the Southern District of New York.

Confidentiality

Both Parties acknowledge that during the course of this Agreement, each Party may have access to confidential information of the other Party. For clarity, "Confidential Information" shall mean all written, electronic, or orally transmitted information marked as "confidential" at the time of disclosure or reasonably discernible as confidential due to its nature.

In accordance with the confidentiality clause, 'The parties agree to maintain all information exchanged under this Contract as strictly confidential, disclosing such only to personnel or

service providers who need to know such information for carrying out obligations under the Contract.' Both Parties are hereby obligated to exercise the highest standard of care in the safeguarding of disclosed confidential information. Breach of this obligation may result in legal action in accordance with the prevailing law set forth by the jurisdiction of the Southern District of New York.

This clause is crucial for maintaining mutual trust and cooperation. Both parties must ensure compliance with this obligation by all employees, agents, and subcontractors.

Amendment Clause

This Partnership Agreement shall not be modified, amended, supplemented, canceled, or discharged, except by written instrument signed by authorized representatives of both Skylandia and TerraNova. Regular amendments, if required, will follow a stringent procedural protocol, seeking prior concurrence from both parties' legal teams.

In further detail under the amendment clause, 'Any amendments or modifications to this Contract must be executed in writing and signed by both parties.' This ensures that any adaptation of current conditions or unexpected developments are effectively and transparently addressed. Such diligence in maintaining a comprehensive record of all contractual changes fortifies understanding and commitment to the terms initially agreed upon. Additionally, amendments will only be valid if they comply with the governing law of New York.

Signature Lines

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Signature Date: March 5, 2023.

FOR SKYLANDIA SOLUTIONS LLC:

Print Name: Jonathan Embleton

Title: Chief Executive Officer

FOR TERRANOVA CONSORTIUM, LTD.:

Print Name: Catherine Bennett

Title: Managing Director

References

For further clarification or enquiries regarding this Agreement, you may contact the legal departments of either Skylandia Solutions LLC or TerraNova Consortium, Ltd.

Skylandia Solutions LLC:

Address: 1020 Sixth Avenue, New York, NY 10018

Phone: (212) 555-0199

TerraNova Consortium, Ltd.:

Address: 1234 Market Street, Wilmington, DE 19801

Phone: (302) 555-0123

Legal Citation Format:

This document is intended to serve as a legally binding contract under the laws of the State of

New York, Southern District jurisdiction.

Please ensure the safe keeping of all documentation. Unauthorized duplication is prohibited except as required for the functions and obligations detailed herein. For consultation, the offices of the parties involved welcome scheduled appointments.