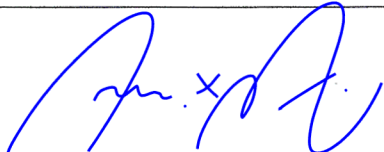
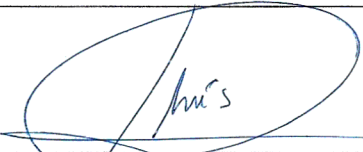


Cooperation Agreement

Ariel X Burt ("AXB") / Lluís Torrent ("LT")

Heads of Terms

1. Joint endeavor to develop solar power plants in the United States and other jurisdictions the Parties may agree.
2. Objective is to develop as many solar power plants as possible in the United States under the Community Solar program.
3. The reason for this agreement is put down in writing what has been agreed so far, since development funding has started and therefore a contract is going to be furnished for these following heads of terms.
4. Both Parties have invested funds for the buildup of the business, the resources (team and business model). The invested funds per today date are LT (USD 783'718.0) and by AXB (USD 250'000.0):
 - o Funds for CAERO INDIA and CAERO USA including ATLAS and FORSYTHE
 - o List of funds invested after the signature of this agreement are signed off by parties
5. One of the partners of Forsythe, LT has committed to invest USD 1m or more at his discretion, into the development of the pipeline for the Community Solar projects for New York State and other States the Parties agree on. Further it is the mutual understanding that any development dollar of Forsythe shall be invested in a very prudent way, i.e. to maximize the number of projects and to keep the costs for the operations as lean as possible.
6. A parent company in Bermuda named "Forsythe" will be held 50/50 by LT and AXB. In any case Forsythe will hold 100% of all of the US companies, entities and assets. So therefore, it is currently foreseen that the Bermuda company holds 100% of the Delaware company "Atlas Renewables" which holds an LLC for each 6.5MWdc solar asset. It is the understanding of the Parties that for tax structuring purpose the structure may be optimized.
7. The Parties will furnish a shareholder agreement for the Bermuda company Forsythe, as well as for the Delaware company Atlas Renewables based on this contract and agreement which overrules anything else.
8. It is the understanding that the Delaware director, currently LT will perform all duties as per the Forsythe Board decision and will have a representative character for the business in the US.
9. All sunk costs for the buildup of the team and business set-up as numbers stated in 4.) will be repaid first in the waterfall, then after, the payout of profit at project NTP or COD (depending on the strategy the Parties will agree on) will be split 50/50 amongst the Parties. The Parties may decide to prioritize Forsythe midterm self-sustainability delaying, if necessary, the repayment of part of the sunk costs.
10. In general Tax Structures, business model, team performance, etcetera shall be optimized on a regular basis.
11. It is the understanding that the Parties will resolve any arising subject issues in a business solution oriented way, in the case no solution can be found (which it is not expected), the parties will have a list of people to consult, to help find an appropriate solution. (i.e. Heinz Winzeler or so)

	
Ariel Xandra Burt Date: 23rd June 2020	Lluís Torrent Date: 23rd June 2020