

8.0 TITLE, RIGHT OR INTEREST

Nordic has entered into the following purchase or lease agreements to secure title, right or interest to all portions of land-based and submerged property required for site and ocean pipeline development:

1. Options and Purchase Agreement and Amendment with the Belfast Water District for approximately 30 acres of City of Belfast Tax Map 29 Lot 39;
2. Lease Agreement and Amendment with Samuel E. Cassida for approximately 12.2 acres of City of Belfast Tax Map 4 Lot 104;
3. Purchase and Sale Agreement, Amendment and Easement Deed with Goldenrod Properties, LLC for approximately 14.8 acres of City of Belfast Tax Map 4 Lot 12-A;
4. Easement Purchase and Sale Agreement and Amendment with Richard and Janet Eckrote for a portion of City of Belfast Tax Map 29 Lot 36; and
5. Submitted Application for a Submerged Lands Lease and Supplement with the State of Maine Bureau of Parks and Lands for submerged lands within Belfast Bay.

In addition, Nordic has obtained the following city permits for infrastructure to be placed in public right-of-ways:

1. Permit to Open Street with the City of Belfast for approximately 6,600 square feet of Northport Avenue; and
2. Permit to Open Street with the City of Belfast for approximately 7,950 square feet of Perkins Road.

Copies of these agreements, application, and permits are included in Appendix 8-A.

APPENDIX 1-A

Copies of Agreements, Applications, and Permits

OPTIONS AND PURCHASE AGREEMENT

This Options and Purchase Agreement, dated as of this 30 day of January, 2018, is by and between the **BELFAST WATER DISTRICT**, a quasi-municipal, consumer-owned water utility district having an address of 285 Northport Avenue, Belfast, Maine 04915 (the "Seller"), **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms AS, Øraveien 2, 1630 Gml Fredrikstad, Norway (the "NAF"), and the **CITY OF BELFAST**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the "City").

TERMS AND CONDITIONS:

1. Property Descriptions.

a. Premises. Seller owns the land depicted on Exhibit A hereto as the "Realty" together with any improvements thereon and appurtenances thereto, located in Belfast, Maine, containing approximately 18 acres, such land being a portion of the land identified on the City of Belfast Tax Map 29 as Lot 39 and specifically excluding the Lower Dam (hereinafter defined) (the "Realty"). Seller also owns the land located in Belfast, together with any improvements thereon and appurtenances thereto, northerly of the Cassida Property (as such term is defined in the Evaluation Agreement by and between the parties dated substantially herewith (the "Evaluation Agreement")) and easterly of the Waterfront Parcel (hereinafter defined), such land being depicted on Exhibit A in yellow dots above the lot marked "Cassida Property" and is marked "Additional Parcel", such land being a portion of the land identified on the City of Belfast Tax Map 29 as Lot 39 and containing approximately 12 acres (the "Additional Parcel"). The Realty and Additional Parcel, together with all right, title and interest of Seller in and to any land lying in the bed of any street, road, avenue, lane or other way (opened or proposed) adjacent to or abutting or adjoining such premises, together with all rights, privileges, rights of way and easements appurtenant to such premises, and all other appurtenances and rights associated with the property, including subterranean rights, air rights, water rights, riparian and littoral rights, rights in submerged lands, all sewer and utility rights allocated to the Realty and all rights and entitlements to the development of the Property is hereinafter referred to as the "Real Property"). All buildings, fixtures and other improvements located thereon is hereinafter referred to as the "Improvements", and, together with the Real Property, the "Premises".

b. Lower Dam. Seller owns the dam structure located on the southeasterly portion of the Realty, which dam separates Belfast Reservoir Number One on Little River from Belfast Bay, and all appurtenances, rights, privileges and easements pertaining thereto including any flowage rights and access over the remaining land of Seller (the "Lower Dam").

c. Waterfront Parcel. Seller owns (i) the portion of City of Belfast Tax Map 29, Lot 39 which runs along the northerly shore of Little River, such land being depicted on Exhibit A as inside the red lines which are outside of the yellow lines and marked

“Waterfront Parcel”, (ii) the entirety of the Town of Northport Tax Map U1, Lot 6, which lot runs along the southerly shore of Little River between the Northport/Belfast town line and Route 1, (iii) the entirety of the City of Belfast Tax Map 4, Lot 23-C, which lot runs along the southwesterly shore of Little River northerly of the Northport/Belfast town line being approximately 3 acres, and Seller may have (iv) right, title and interest over the land (Tax Map 4, Lot 10) owned by a third-party for access to “Perkins Road” running from the northerly bound of the BWD premises on Lot 29, Map 39 to said Perkins Road (collectively (i) to (iv), with all appurtenances, rights, privileges and easements pertaining thereto, the “Waterfront Parcel”).

2. Options; Terms; Purchase Prices. Seller hereby grants to NAF the following options to purchase (collectively, the “Options”, and individually, an “Option”):

a. Premises Option. NAF shall have an option to purchase the Premises for twelve (12) months from the date hereof, provided, however, NAF shall have the right to extend this Option for an additional six (6) months by giving written notice of and payment for the extension to Seller on or before three hundred thirty (330) days from the date hereof (the “Premises Option”). At NAF’s election, on the Closing Date (as hereinafter defined) for the Premises Option, assuming Seller has the legal right to do so, Seller shall also grant to NAF an easement(s) appurtenant to the Premises over both the land owned by a third-party and the Waterfront Parcel for access to “Perkins Road,” a public right-of-way existing generally to the north of the Premises, which easement(s) shall be in a location and upon dimensions as NAF and the City may mutually agree. The total purchase price for the Premises is ONE MILLION FIFTY NINE THOUSAND and 00/100 Dollars (\$1,059,000.00) (being NINE HUNDRED SEVENTY FIVE THOUSAND and 00/100 Dollars (\$975,000.00) for the Realty and EIGHTY FOUR THOUSAND and 00/100 Dollars (\$84,000.00) for the Additional Parcel) (the “Premises Purchase Price”).

b. Lower Dam Option. NAF shall have an option to purchase the Lower Dam for a term ending on the earlier to occur of the following: two (2) years from the date of Closing on the Premises or, if NAF does not exercise its Premises Option, upon the expiration of the Premises Option (the “Lower Dam Option”). The total purchase price for the Lower Dam shall be ONE and 00/100 Dollars (\$1.00) (the “Lower Dam Purchase Price”).

3. Waterfront Parcel Agreement. Seller agrees to sell and the City agrees to buy, upon the terms and conditions hereinafter set forth and upon NAF closing on the purchase of the Premises, the Waterfront Parcel subject to easements necessary for the infrastructure related to NAF’s land-based aquaculture facility on the Premises and related improvements project (the “Project”) so long as such easements do not unreasonably interfere with the nature path located on the Waterfront Parcel. At the City’s election, assuming Seller has the legal right to do so, Seller shall also grant to the City an easement(s) appurtenant to the Waterfront Parcel over the land owned by a third-party for access to “Perkins Road,” a public right-of-way existing generally to the north of the Premises, which easement(s) shall be in a location and upon dimensions as NAF and the City may mutually agree. The total purchase price for the Waterfront Parcel shall be up to ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) in the sole

discretion of BWD (the “Waterfront Parcel Purchase Price”). It shall be a condition to the Premises Option Closing that the City is contemporaneously purchasing the Waterfront Parcel from Seller on the terms and conditions herein. It shall be a condition precedent to the closing on the Waterfront Parcel that NAF is contemporaneously purchasing the Premises from Seller on the terms and conditions herein. The City agrees that the use of the Waterfront Parcel shall be restricted to conservation and passive recreation uses, subject to easements necessary for the Project as aforesaid.

4. Option Consideration. For the Options, NAF shall pay to Seller an option consideration of THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00) at the time of execution of this Agreement for the initial option term. If NAF decides to extend its option for any property for the additional six (6) months set forth above then NAF shall pay to Seller an additional option consideration of FIFTEEN THOUSAND DOLLARS and 00/100 (\$15,000.00) (collectively, together with interest earned thereon, if any, the “Options Consideration”). The Options Consideration shall be deemed paid to Seller when delivered to NAF’s attorney described in Section 15 below (“Escrow Agent”). The Options Consideration shall be deposited in a federally insured interest-bearing bank account and disbursed according to the terms of this Agreement.

If NAF (a) does not exercise an Option or (b) fails to close on a purchase once it has exercised the Option for it, in either case due to a reason other than (y) a default by NAF or Seller as described below or (z) a failure to fulfill the title condition precedent described in Section 5b below, then all Options Consideration paid to Seller shall be retained by Seller, as liquidated damages and Seller’s sole and exclusive remedy for any such breach. Further, if Seller, having the right, terminates the Evaluation Agreement pursuant to Sections 2A or 2B thereof, then all Options Consideration paid to Seller shall be returned to NAF. If NAF exercises an Option, the relevant Options Consideration shall be applied to the Purchase Price (hereinafter defined), as set forth below.

5. Exercise of Option/Purchase and Sale Agreement. NAF shall exercise its Options, if at all, as to the Premises or the Lower Dam at any time during the relevant Option term by delivering written notice to Seller of its intent to do so (the “Notice of Election to Purchase”). Upon any exercise of an Option as aforesaid, the following terms and provisions shall apply to conveyance of the relevant property:

a. Purchase Price. The Premises Purchase Price, Lower Dam Purchase Price and Waterfront Parcel Purchase Price are individually each referred to as a “Purchase Price” hereinafter and shall be paid as follows:

i. Premises. Subject to any adjustments and prorations hereafter described, at the Closing NAF shall pay the Premises Purchase Price to Seller or its agent as follows:

1. NAF shall receive a credit for all Options Consideration paid to Seller; and
2. NAF shall pay the balance to Seller in lawful currency of the

United States of America in immediately available funds by wire transfer to an account designated by Seller in writing.

ii. Lower Dam. Subject to any adjustments and prorations hereafter described, at the Closing NAF shall pay the Lower Dam Purchase Price of ONE and 00/100 Dollar (\$1.00) to Seller in immediately available funds by wire transfer to an account designated by Seller in writing.

iii. Waterfront Parcel. Subject to any adjustments and prorations hereafter described, at the Closing the City shall pay the Waterfront Parcel Purchase Price to Seller or its agent in lawful currency of the United States of America in immediately available funds by wire transfer to an account designated by Seller in writing.

b. Deed. The relevant property shall be conveyed by Seller in fee simple absolute, by a good and sufficient quitclaim deed with covenant in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, *et seq.* (each a “Deed”), running to NAF or the City, as applicable, or their nominee or designee in accordance with Section 17 below. A Deed shall convey a good and clear record and marketable title to the Premises or Waterfront Parcel, as applicable, insurable on the current ALTA Standard Owners Form at standard rates, with standard printed exceptions for parties in possession and mechanics’ liens deleted, free from all mortgages and monetary liens and all other encumbrances except: (i) those matters listed on Exhibit B attached hereto, and (ii) any matters created by or suffered by the relevant buyer. A Deed shall convey title to the Lower Dam, free from all mortgages and monetary liens and all other encumbrances except: (i) those matters listed on Exhibit B attached hereto, and (ii) any matters created by or suffered by NAF. Each Deed shall be in proper form for recording and shall be duly executed, acknowledged and delivered by Seller at the Closing.

It shall be a condition precedent to all Closings that the relevant buyer has obtained a title commitment in form and substance acceptable to it, with such endorsements as it may require, and if it is unable to obtain such a title commitment, NAF may, at its option, (i) rescind the Notice of Election to Purchase as though the Notice of Election to Purchase had not been delivered, or (ii) extend the sixty (60) day time period provided for the Option Closing by no more than sixty (60) days in order to obtain such title commitment.

c. Closing. Unless extended pursuant to the terms of this Agreement, the closing of the transactions contemplated hereunder (each individually a “Closing” occurring on a “Closing Date”) shall take place as follows:

i. Premises Closing Date. The Closing of the Premises shall occur at 10:00 a.m. on the thirtieth (30th) day following the receipt by Seller of the Notice of Election to Purchase the Premises, or such earlier date as may be mutually agreed upon by the parties (such date, as the same may be extended pursuant to the terms of this Agreement, the “Premises Closing Date”).

ii. Waterfront Parcel Closing Date. The Closing of the Waterfront Parcel shall occur on the same day and immediately after the closing on the Premises (such date, as the same may be extended pursuant to the terms of this Agreement, the "Waterfront Parcel Closing Date").

iii. Lower Dam Closing. The Closing of the Lower Dam shall occur at 10:00 a.m. on the thirtieth (30th) day following the receipt by Seller of the Notice of Election to Purchase the Lower Dam or such earlier date as may be mutually agreed upon by the parties (such date, as the same may be extended pursuant to the terms of this Agreement, the "Lower Dam Closing Date").

Each Closing shall occur at the offices of the City's attorney described in Section 15 below. If a Closing Date shall fall on a Saturday, Sunday or legal holiday, the Closing Date shall automatically be extended to the next business day. The Closing may be conducted in the customary manner of an escrow closing by the parties making delivery of all closing documents and funds to the Title Company on or prior to the Closing Date, and in such event the attendance of the parties at Closing shall not be required. Time is of the essence in this Agreement.

Each Closing shall not be deemed to be completed until all documents and payments as aforesaid have been properly delivered (and recorded where appropriate) to the satisfaction of all parties.

Seller may, at the relevant Closing, use the relevant Purchase Price, or any portion thereof, to clear the title of any and all encumbrances or interests provided that all such instruments so procured are recorded simultaneously with the delivery of the relevant Deed.

d. Seller Closing Deliverables. At each Closing, Seller shall deliver the following documents, reasonably satisfactory in form and substance to the relevant buyer, properly executed and acknowledged as required:

i. A Deed;

ii. Evidence reasonably satisfactory to NAF and to the Title Company or the City and its attorney of Seller's authority and the authority of the signatory on behalf of Seller to convey the relevant property pursuant to this Agreement;

iii. As to the Premises and Waterfront Parcel, affidavits sufficient for the Title Company or NAF's or the City's attorney to delete any exceptions for parties in possession and mechanics' or materialmen's liens from the owner's title insurance policy (the "Title Insurance");

iv. Such other instruments as the relevant buyer may reasonably request consistent with the terms of this Agreement, so long as said documents do not create any new or continuing obligations on behalf of Seller.

e. Buyer Closing Deliverables. At each Closing, the relevant buyer shall deliver, or cause to be delivered, the following payment and documents, reasonably satisfactory in form and substance to Seller, properly executed and acknowledged as required:

i. The relevant Purchase Price, as adjusted in accordance with the terms hereof;

ii. A closing statement setting forth the Purchase Price and the closing adjustments and prorations as further described below (the "Closing Statement");

iii. The Federal and State of Maine tax certificate and disclosures; and

iv. Such other instruments as Seller may reasonably request consistent with the terms of this Agreement.

f. NAF's Conditions to Closing. Without limiting any other conditions to NAF's obligations to close set forth in this Agreement, the obligations of NAF under this Agreement are subject to the satisfaction at the time of each Closing of each of the following conditions (any of which may be waived in whole or in part by NAF at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Seller to perform its obligations rendered against Seller, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. All of the representations by Seller set forth in this Agreement or any Exhibit attached hereto shall be true and correct in all material respects. With respect to any representation made to the best of Seller's knowledge, the condition to Closing shall be not only that such representation still be true to the best of Seller's knowledge, but that the specific fact or condition that was the subject of the representation also be true.

iii. Seller shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

iv. Subject to the provisions of Sections 5(k) and 7 hereof, the physical and environmental condition of the Premises shall not have changed

adversely after the date hereof, reasonable wear and tear and acts caused by NAF excepted.

If any of NAF's foregoing conditions is not fully satisfied on or before the Closing Date and it is susceptible to cure by Seller, Seller shall use reasonable efforts to satisfy such condition, in which event Seller shall have a period not exceeding thirty (30) days after the Closing Date to satisfy such condition, and the Closing Date shall be extended accordingly. If (despite Seller's reasonable efforts to cure where applicable), any such condition is not fully satisfied on or before the extended Closing Date, NAF shall have the option to either (x) terminate this Agreement by notice to Seller, in which event this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, except for those obligations which are stated herein to survive the termination of this Agreement and the Options Consideration paid to Seller shall be returned to NAF forthwith, (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement, or (z) if any such condition is susceptible of being cured by NAF, then NAF shall have the right, but not the obligation, to take such actions and incur such costs and expenses as necessary to satisfy such condition and any and all costs and expenses incurred by NAF shall be deducted from the relevant Purchase Price at Closing. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Seller of its obligations set forth in this Agreement, Seller shall be deemed to be in default hereunder, in which event the foregoing cure period and NAF's option shall not be applicable and the provisions of Section 12 below shall apply.

g. The City's Conditions to Closing. Without limiting any other conditions to the City's obligations to close set forth in this Agreement, the obligations of the City under this Agreement are subject to the satisfaction at the time of the Closing on the Waterfront Parcel of each of the following conditions (any of which may be waived in whole or in part by the City at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Seller to perform its obligations rendered against Seller, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. All of the representations by Seller set forth in this Agreement or any Exhibit attached hereto shall be true and correct in all material respects. With respect to any representation made to the best of Seller's knowledge, the condition to Closing shall be not only that such representation still be true to the best of Seller's knowledge, but that the specific fact or condition that was the subject of the representation also be true.

iii. Seller shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

iv. Subject to the provisions of Sections 5(k) and 7 hereof, the physical and environmental condition of the Premises shall not have changed adversely after the date hereof, reasonable wear and tear and acts caused by the City excepted.

If any of the City's foregoing conditions is not fully satisfied on or before the Closing Date and it is susceptible to cure by Seller, Seller shall use reasonable efforts to satisfy such condition, in which event Seller shall have a period not exceeding thirty (30) days after the Closing Date to satisfy such condition, and the Closing Date shall be extended accordingly. If (despite Seller's reasonable efforts to cure where applicable), any such condition is not fully satisfied on or before the extended Closing Date, the City shall have the option to either (x) terminate this Agreement by notice to Seller, in which event this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, except for those obligations which are stated herein to survive the termination of this Agreement, (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement, or (z) if any such condition is susceptible of being cured by the City, then the City shall have the right, but not the obligation, to take such actions and incur such costs and expenses as necessary to satisfy such condition and any and all costs and expenses incurred by the City shall be deducted from the Waterfront Parcel Purchase Price at Closing. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Seller of its obligations set forth in this Agreement, Seller shall be deemed to be in default hereunder, in which event the foregoing cure period and the City's option shall not be applicable and the provisions of Section 12 below shall apply.

h. Seller's Conditions to Closing. Without limiting any other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of each Closing of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to Closing):

i. NAF and Seller shall have entered into a water supply agreement pursuant to which NAF will have the right to purchase, and Seller will commit to supply to NAF, water for use in connection with the Project (the "Water Supply Agreement").

ii. NAF and Seller shall enter into a license agreement pursuant to which Seller shall have the irrevocable right to occupy the office and garage facilities existing on the Realty as of the date hereof for a period ending on the

earlier to occur of the following: (y) on the first (1st) anniversary of the Premises Closing Date, or (z) Seller is able to move its offices, equipment and vehicles into and provide services to the public from its new headquarters and associated operations facilities (the "License Agreement"), such agreement to be on commercially reasonable terms mutually agreeable to NAF and Seller and to (a) provide that Seller pay taxes, utilities and other occupancy costs and expenses but no license or rental fee, and (b) include a holdover penalty/damages provision.

iii. Seller has acquired an MPUC Order/Opinion, subject to and in accordance with Section 2A of the Evaluation Agreement.

iv. As to the Premises Closing, the City shall be contemporaneously closing on the purchase of the Waterfront Parcel.

If any of Seller's foregoing conditions is not fully satisfied on or before a Closing Date, Seller shall have the option to either (y) terminate this Agreement by notice to the other parties, in which event this Agreement shall terminate and the Options Consideration shall be retained by Seller (unless the failure of condition results from a breach or default of Seller, in which event the Options Consideration shall be returned to NAF forthwith) and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, except for those obligations which are stated herein to survive the termination of this Agreement, or (z) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement.

i. Apportionment of Taxes and Other Charges. All normal and customarily prorable items, including, without limitation, real estate taxes and assessments (if applicable), utility bills (except as hereinafter provided) and collected rents and other income (if any), shall be prorated as of a relevant Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and the relevant buyer being charged and credited for all of the same relating to the period on and after the Closing Date. If the amount of any such item is not known at the time of the delivery of the relevant Deed, such item shall be apportioned on the basis of the comparable period of the prior year or a current estimate, with a reapportionment within ninety (90) days of the Closing Date or as soon thereafter as the amount of the item is actually determined. Final readings and final billings for utilities will be made if possible as of the Closing Date, in which event no proration shall be made at the Closing with respect to utility bills. Otherwise a proration shall be made based upon the parties' reasonable good faith estimate, and a readjustment made within thirty (30) days after Closing or such later date as shall be necessary so that such readjustment may be based upon actual bills for such utilities. Seller shall be entitled to receive a return of all deposits presently in effect with the utility providers, and the relevant buyer shall be obligated to make its own arrangements for deposits with the utility providers. The provisions of this Section shall survive the Closing for a period of twelve (12) months, and in the event of any error in performing the prorations contemplated by this Agreement or if information becomes available subsequent to the Closing indicating that the prorations performed at Closing

were not accurate, the parties hereto shall be obligated to re-prorate the closing adjustments to correct such errors and to reflect such new information. A detailed statement shall setting forth the manner of computation of the aforesaid pro-ration adjustments shall be included on the Closing Statement.

j. Closing Costs. Each of Seller and the relevant buyer shall be responsible for preparing such documents as it is obligated to deliver pursuant to Sections 5d and 5e hereof and for its own legal expenses. Seller and the relevant buyer agree to allocate closing costs as follows:

i. Transfer/conveyance taxes (if applicable) shall be divided evenly between Seller and the relevant buyer.

ii. A buyer's title insurance expenses and premiums shall be paid by that buyer.

iii. The cost of an update to the most recent survey of the Premises or of a new survey and any related surveyor's certificate shall be paid by NAF.

iv. The cost of preparation and recordation of any releases and termination statements required to clear title to the Premises shall be paid by Seller.

v. The cost of preparation of each Deed shall be paid by Seller.

vi. The costs of performing each Closing and drafting any other closing documents not described in Sections 5d and 5e hereof, and any escrow charges shall be paid by the relevant buyer.

k. Condition of Premises at Closing and Closing Inspection. At a Closing, but without limiting any of the other conditions to Closing hereunder and except as may be provided in the License Agreement, full possession of the relevant property, free of all tenants and occupants and of all personal property located on the relevant property and owned by Seller is to be delivered to the relevant buyer at the Closing, the relevant property to be then in the same condition as on the date hereof, reasonable use and wear excepted, and excepting the removal of any buildings and/or fixtures by Seller; provided such removal does not create and unsafe condition, nuisance or other violation of law. NAF and the City and their agents, employees, representatives or independent contractors shall be entitled to an inspection of the relevant property prior to the Closing in order to determine whether the condition thereof complies with the terms of this Section.

6. Entire Agreement Herein. The parties understand and agree that their entire agreement is contained herein, in the Water Supply Agreement and Evaluation Agreement that no warranties, guarantees, statements, or representations shall be valid or binding on a party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Agreement

which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement. This Agreement may be changed, modified, altered or terminated only by a written agreement signed by the parties hereto.

7. Condemnation. If all or a material part of the Realty or Additional Parcel is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Realty or Additional Parcel is threatened or commenced, NAF may either terminate this Agreement (in which event NAF shall be entitled to a return of the Options Consideration paid to Seller), or purchase the Realty or Additional Parcel in accordance with the terms hereof, without reduction in the relevant Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. Otherwise NAF shall complete the transaction and shall receive an assignment of Seller's rights to the award therefor at Closing. If Seller has received payments from the condemning authority and if NAF elects to purchase the Realty or Additional Parcel, Seller shall credit the amount of said payments against the relevant Purchase Price at the Closing. For the purposes hereof, a part of the Realty or Additional Parcel shall be deemed "material" if in NAF's judgment the taking thereof would adversely affect NAF's ability to pursue the proposed Project as such term is defined in the Evaluation Agreement.

8. Representations of Seller. In order to induce the buyers to enter into this Agreement and to consummate the purchase of the Premises, Seller hereby represents to each as of the date of this Agreement and as of each Closing Date that the following representations of Seller are true and correct in all material respects:

a. Seller has the power and authority to enter into this Agreement and complete the transactions contemplated herein, all action necessary to authorize the execution and delivery of this Agreement has occurred, the individual executing this Agreement and all documents to be executed by Seller are duly authorized, and this Agreement and all such documents that are to be executed by Seller and delivered to the relevant buyer at the relevant Closing are duly authorized, executed and delivered by Seller and enforceable against Seller in accordance with its terms.

b. There are no leases, licenses or other forms of occupancy agreements affecting the Premises or Waterfront Parcel or any maintenance, management or other contracts affecting either of these that will survive the Closing.

c. There is not now pending nor, to Seller's best knowledge, has there been threatened, any action, suit or proceeding against or affecting the Premises or Waterfront Parcel or Seller with respect thereto, whether before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, or otherwise.

d. Seller has not received notice of any pending or threatened proceeding for a taking or condemnation of the Premises or Waterfront Parcel.

e. Seller has not received notice of any assessment for public improvements applicable to the Premises or Waterfront Parcel.

f. Seller has not received notice of any proposal for or pending moratorium, rezoning, overlay, or other change to the land use classification or restrictions affecting the Premises or Waterfront Parcel.

g. Seller's rights, title and interest in and to and ownership of the Premises or Waterfront Parcel and all portions thereof and rights appurtenant thereto have never been challenged or questioned.

9. Representations of Buyer. NAF and the City hereby represent and warrant to Seller as of the date hereof and as of each Closing Date that the following representations of it are true and correct in all material respects:

a. It has the power and authority to enter into this Agreement and complete the transactions contemplated herein, all action necessary to authorize the execution and delivery of this Agreement has occurred, the individual executing this Agreement and all documents to be executed by it are duly authorized, and this Agreement and all such documents that are to be executed by it and delivered to Seller at the Closing are duly authorized, executed and delivered by it and enforceable against it in accordance with its terms.

b. There are no proceedings pending or, to its knowledge, threatened against it in any court or before any governmental authority or any tribunal which, if adversely determined, would have a material adverse effect on its ability to purchase the relevant property or to carry out its obligations under this Agreement, the Water Supply Agreement (as to NAF only), or the Evaluation Agreement.

10. Maintenance; New Leases or Agreements, Etc. Between the date hereof and the Closing:

a. Seller shall maintain all of its property subject to this Agreement in at least the same condition as the same is in at the date hereof, reasonable wear and tear and the consequences of any taking by eminent domain excepted. Seller shall maintain insurance on the Premises as currently insured.

b. Seller shall not enter into any lease, license or other occupancy agreement of all or any part of its property subject to this Agreement or any other agreement affecting such property without the relevant buyer's prior written consent (which the relevant buyer may withhold in its sole and absolute discretion).

c. Seller shall not make any commitments or representations to any other Governmental Authorities, any adjoining property owners, and civic association or interest groups concerning its property subject to this Agreement that would be binding upon the relevant buyer in any manner.

d. Seller shall promptly deliver to the relevant buyer copies of any notices or other correspondence it receives from any other Governmental Authorities (as such terms is defined in the Evaluation Agreement) regarding its property subject to this Agreement.

11. Broker. Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement and each party shall indemnify and save the other harmless from and against any claim arising from the breach of such representation by the indemnifying party. The provisions of this Section shall survive the Closing or, if applicable, the termination of this Agreement.

12. Default; Remedies. Either party shall be in default hereunder if they fail to fulfill its obligations as set forth in this Agreement, Water Supply Agreement or Evaluation Agreement.

a. In the event of a material default by Seller hereunder, then the relevant buyer shall deliver to Seller a written notice of such material breach, which notice shall set forth complete information describing the nature of the material breach. In the case of a non-monetary default, Seller shall use its reasonable efforts to cure any such breach, default or failure and in such event the Closing Date shall be extended by a written notice from Seller to the other parties for a period of up to thirty (30) days as specified in said notice. If, despite Seller's reasonable efforts, Seller fails to cure any such breach, default or failure on or before the extended Closing Date, each buyer shall have the right to exercise any one of the following remedies:

i. terminate this Agreement by written notice to Seller, in which event the Options Consideration paid to Seller for all purchases that have not yet closed shall be paid (or repaid, as the case may be) to NAF, and (except for those obligations which are stated herein to survive the termination of this Agreement) all obligations of the parties under this Agreement shall terminate; provided, however, if such default is as a result of a willful breach by Seller, in addition to a return of the Option Consideration, NAF and the City shall each be entitled to immediate payment from Seller of all reasonable out of pocket costs incurred by that party in connection with this Agreement and the Project (including under and pursuant to the Evaluation Agreement); or

ii. seek specific performance of this Agreement; or

iii. if any default by Seller is susceptible of being cured by NAF or the City, then NAF and the City shall have the right, but not the obligation, to take such actions and incur such costs and expenses as necessary to cure such default and any and all costs and expenses incurred by it shall be deducted from the relevant Purchase Price at the Closing; or

iv. waive the default and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement.

The foregoing remedies shall be NAF's and the City's sole and exclusive remedies and each waives consequential damages against Seller, except in the event of fraud or intentional default by Seller.

b. In the event of a material default by NAF or the City hereunder, then Seller shall deliver to the other parties a written notice of such material breach, which notice shall set forth complete information describing the nature of the material breach. In the case of a non-monetary default, the defaulting party shall use its reasonable efforts to cure any such breach, default or failure and in such event the Closing Date shall be extended by a written notice from the defaulting party to Seller for a period of up to thirty (30) days as specified in said notice. If, despite the defaulting party's reasonable efforts, the defaulting party fails to cure any such breach, default or failure on or before the extended Closing Date, Seller shall have the right to exercise any one of the following remedies: terminate this Agreement by written notice to the other parties, in which event the Options Consideration paid to Seller for all purchases that have not yet closed shall be given to Seller as its sole remedy, at law or in equity, and (except for those obligations which are stated herein to survive the termination of this Agreement) all obligations of the parties under this Agreement shall terminate; provided, however, if such default is as a result of a willful breach by NAF or the City, in addition to retaining the Option Consideration, Seller shall each be entitled to immediate payment from the breaching party of all reasonable out of pocket costs incurred by Seller after the date the applicable Option was exercised pursuant to a Notice of Election to Purchase.

i

13. Continuation and Survival of Representations, Indemnifications and Covenants. All provisions, covenants, representations, warranties, indemnifications and covenants of the parties contained herein or made in writing pursuant to this Agreement are intended to be and shall remain true and correct as of the time of Closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, and shall survive the Closing (unless and to the extent otherwise provided herein).

14. Recording. It is agreed hereby that this Agreement shall not be filed for recording with the Register of Deeds for the County of Waldo or with any other governmental body but that a memorandum of this Agreement may be recorded at any party's request.

15. Notices. Any notice or communication which may be or is required to be given pursuant to the terms of this Agreement shall be in writing (from either a party hereto or its counsel) and shall be sent to the respective party at the address set forth in the first paragraph of this Agreement, by hand delivery, by postage prepaid certified mail, return receipt requested, by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed, or to such other address as either party may designate by notice similarly sent. Notices shall be effective upon receipt or attempted delivery if delivery is refused or the party no longer receives deliveries at said address and no new address has been given to the other party pursuant to this paragraph. A copy of any notice to NAF shall also be simultaneously sent to Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attention: Daniel O. Gaquin, Esq. A copy of any notice to the City shall

understandings between the parties, including those contained in any letter of intent and any extensions or modifications thereof, and represents the full and complete understanding of the parties hereto in conjunction with the Water Supply Agreement or in the Evaluation Agreement. It being the intent of the parties that all obligations of the parties are contained only in this Agreement, and the entire agreement of the parties is fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Options and Purchase Agreement as an instrument under seal as of the day and year first written above.

SELLER:

BELFAST WATER DISTRICT

By: 
Name: Keith Pooler
Title: Superintendent
Hereunto Duly Authorized

BUYERS:

NORDIC AQUAFARMS, INC.

By: 
Name: Erik Heim
Title: President
Hereunto Duly Authorized

CITY OF BELFAST

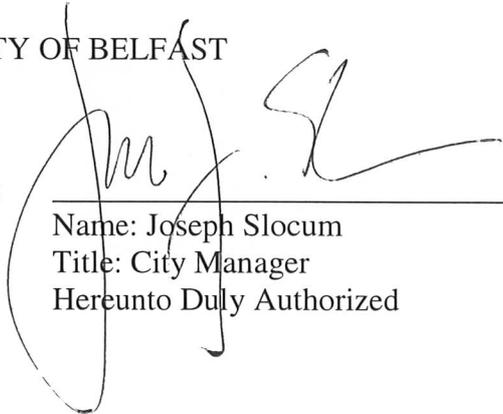
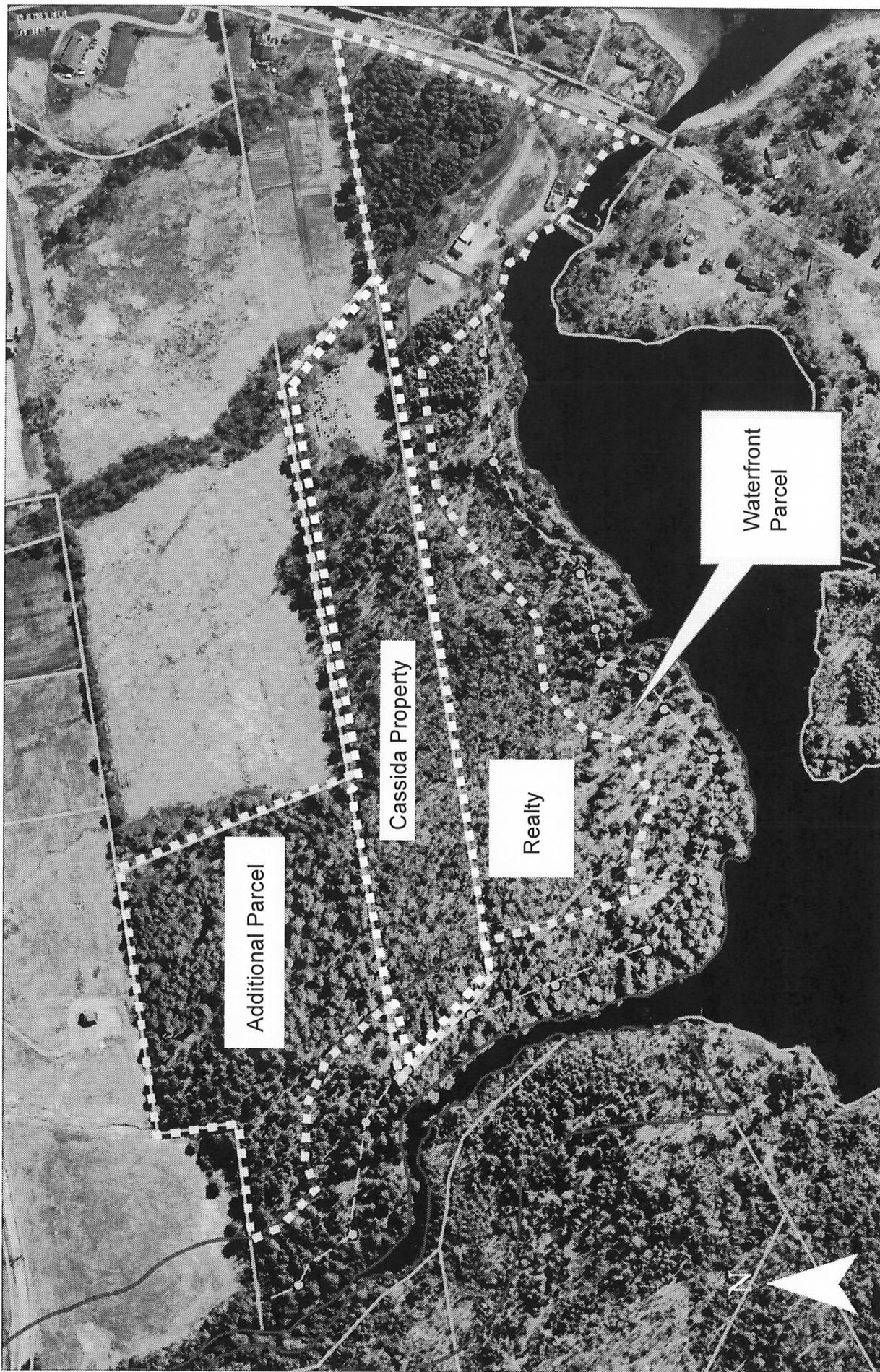
By: 
Name: Joseph Slocum
Title: City Manager
Hereunto Duly Authorized

EXHIBIT A

DEPICTION OF REAL PROPERTY

EXHIBIT A



Red Line - Shoreland Zone - 250' from HAT
 Green Line - 100' Structure Setback in Resource Protection Shoreland Zone

District Land - @ 30 Acres
 Cassida Land - @ 14 Acres (white dash)
 Total Land - @ 44 Acres (yellow dash)

200 100 0 200 400 600 800 Feet

EXHIBIT B

PERMITTED ENCUMBRANCES

1. meter vault
2. water supply line for Northport Village Corporation
3. access and utility easements benefiting Seller's remaining land including the Additional Parcel and Lower Dam

AMENDMENT TO EVALUATION AGREEMENT AND OPTIONS AND PURCHASE AGREEMENT

WHEREAS, **BELFAST WATER DISTRICT** (the "Seller"), **NORDIC AQUAFARMS, INC.** ("NAF") and the **CITY OF BELFAST** (the "City") entered into an Options and Purchase Agreement dated January 30, 2018 (the "Agreement") for certain property located in Belfast and Northport, Waldo County, Maine;

WHEREAS, pursuant to the Evaluation Agreement between the parties dated January 30, 2018 NAF could pursue Governmental Approvals from all Governmental Authorities it deemed necessary or desirable for the Project;

WHEREAS, NAF continues to pursue the Governmental Approvals and desires the right to extend the term of the Premises Option in order to do so;

WHEREAS, pursuant to Section 2.a of the Agreement the initial option term for the Premises Option was twelve (12) months and NAF had a right to extend it for an additional six (6) months which right NAF exercised on December 18, 2018 extending the term of the Premises Option to July 30, 2019;

WHEREAS, the parties would like to grant NAF the right to extend the term of the Premises Option two (2) more times in order to obtain final, unappealable Governmental Approvals;

WHEREAS, the Parties wish to further clarify the public access rights from Route 1 to the "Waterfront Parcel" and to address the retention and preservation of the "Historic Building" in which the Seller offices are currently located, immediately adjacent to the Lower Dam;

NOW THEREFORE, in consideration of the foregoing, Seller entering into this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. NAF shall have the right to extend the term of the Premises Option for two (2) additional successive six (6) months terms. NAF shall exercise each right by giving written notice of and an additional Option Consideration payment of FIFTEEN THOUSAND DOLLARS and 00/100 (\$15,000.00) to Seller on or before thirty (30) days before the expiration of the then-current term, with the second \$15,000 payment of additional Option Consideration not being applied to the Purchase Price.

2. Within five (5) business days of the date of execution hereof NAF shall cause the Escrow Agent to disburse FORTY-FIVE THOUSAND DOLLARS and 00/100 (\$45,000.00) from the escrow account to Seller. That full amount of FORTY-FIVE THOUSAND DOLLARS and 00/100 (\$45,000.00) shall no longer be applied to the Purchase Price.

3. Paragraph 1 of said Agreement is hereby amended to add the following sentence at the end of the paragraph: "NAF shall retain and preserve the Historic Building except that

NAF may, at its election, but without substantially altering the historic appearance as viewed from Route 1, modify the Historic Building as necessary to allow use as a visitor center.”

4. Paragraph 3 of said Agreement is hereby amended to add this sentence to the end of the paragraph: “The City shall be granted an appurtenant public easement for pedestrian and vehicular traffic running from Route 1 to the Waterfront Parcel in a location that does not conflict with construction of the NAF project, together with the use of shared parking in the visitor center parking area.”

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Amendment, a facsimile signature shall be deemed an original.

Except as so amended, the Agreement is unchanged and the Agreement as so amended is hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as an instrument under seal as of the day(s) and year written below.

Date: 3/29/19

SELLER:
BELFAST WATER DISTRICT

By: Keith Pooler
Keith Pooler
Its Superintendent
Hereunto Duly Authorized

Date: _____

BUYER:
NORDIC AQUAFARMS, INC.

By: _____
Eric Heim
Its President
Hereunto Duly Authorized

Date: _____

CITY OF BELFAST

By: _____
Joseph Slocum
Its City Manager
Hereunto Duly Authorized

NAF may, at its election, but without substantially altering the historic appearance as viewed from Route 1, modify the Historic Building as necessary to allow use as a visitor center.”

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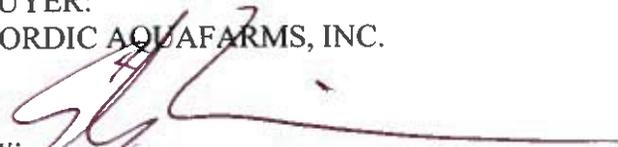
Date: _____

SELLER:
BELFAST WATER DISTRICT

By: _____
Keith Pooler
Its Superintendent
Hereunto Duly Authorized

Date: 4-15-17

BUYER:
NORDIC AQUAFARMS, INC.

By:  _____
Eric Heim
Its President
Hereunto Duly Authorized

Date: _____

CITY OF BELFAST

By: _____
Joseph Slocum
Its City Manager
Hereunto Duly Authorized

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This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Amendment, a facsimile signature shall be deemed an original.

Except as so amended, the Agreement is unchanged and the Agreement as so amended is hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as an instrument under seal as of the day(s) and year written below.

Date: _____

SELLER:
BELFAST WATER DISTRICT

By: _____
Keith Pooler
Its Superintendent
Hereunto Duly Authorized

Date: _____

BUYER:
NORDIC AQUAFARMS, INC.

By: _____
Eric Heim
Its President
Hereunto Duly Authorized

Date: 4-3-19

CITY OF BELFAST

By: _____
Joseph Slocum
Its City Manager
Hereunto Duly Authorized

LEASE

This Lease (this "Lease") is made and entered into as of January 29, 2018 (the "Effective Date") by and between Samuel E. Cassida, an individual resident of the State of Maine, having an address of 271 Northport Avenue, Belfast, Maine 04915 ("Landlord"), and Nordic Aquafarms, Inc., a Delaware corporation, having an address care of Nordic Aquafarms AS Øraveien 2, 1630 Gml Fredrikstad, Norway ("Tenant").

ARTICLE ONE Demised Premises

Section 1.1 Landlord, for and in consideration of the rents and additional rents hereinafter reserved, and upon and subject to the terms, conditions, covenants and agreements hereinafter set forth, by these presents does hereby GRANT, DEMISE AND LEASE unto Tenant the following described real property:

Approximately 12.2 acres, Northport Avenue (Rear Land), City of Belfast Tax Map 4, Lot 104 (the "Land"), TOGETHER WITH any and all improvements presently on the Land and those buildings and improvements hereafter erected on the Land by Tenant (it being understood that Tenant has no obligation to erect any buildings or other improvements on the Land); TOGETHER with all and singular the appurtenances, rights, privileges and easements now or hereafter appertaining thereto; ALL of said property being hereinafter collectively called the "Demised Premises."

ARTICLE TWO Term; Habendum

Section 2.1 TO HAVE AND TO HOLD the Demised Premises for a term of thirty (30) years commencing on the Commencement Date (as defined in Rider A attached hereto and incorporated herein by reference) and expiring at midnight on the thirtieth (30th) anniversary of the Commencement Date, unless this Lease shall sooner end and terminate or be extended (as may be extended or earlier terminated, the "Term"). For the purpose hereof, a "Lease Year" shall be each successive period of twelve (12) calendar months during the Term, with the first Lease Year commencing on the Commencement Date and expiring on the last day of the calendar month following the one year anniversary of the Commencement Date.

Section 2.2 Tenant shall have the option to extend the Term for four (4) additional five (5) year periods upon written notice to Landlord given not less than three months (3) prior to the expiration of the then-current Term.

ARTICLE THREE Use of Demised Premises

Section 3.1 Tenant may use, develop, alter and operate the Demised Premises for a land-based aquaculture facility and related improvements and any use or purpose allowed by applicable law (any such use, the "Project"), including any use or purpose for which Tenant may obtain any Governmental Approval (hereinafter defined).

Section 3.2 Tenant may pursue any application, approval, authorization, permit, special permit, site plan approval, waiver, zoning change, variance or relief from zoning or other land use law, ordinance, rule or regulation as Tenant may deem necessary or desirable (collectively, "Governmental Approvals"). Landlord shall cooperate with Tenant, and not contest or otherwise interfere with, any proposed use of the Demised Premises, including by executing upon request any documentation required by the applicable Governmental Authority (hereinafter defined) related to Tenant's development, use or occupancy of the Demised Premises. Landlord acknowledges that Tenant may integrate the Demised Premises or parts thereof into a development project involving adjacent property not owned or controlled by Landlord and Landlord irrevocably consents thereto.

Section 3.3 Landlord and Tenant agree that if any Governmental Authority shall require the execution and delivery of any instrument to evidence or consummate the dedication of any street or right of way adjoining the Demised Premises, and/or if any Governmental Authority or any public utility company shall require the execution and delivery of any rights of way, easements and grants, in, over, under, through or adjoining the Demised Premises to provide any necessary or desirable utility, service or facility for the benefit of the Demised Premises, then both such parties will execute, acknowledge and deliver, any such instrument or document as may be required. Landlord also agrees to execute, acknowledge and deliver such instruments or documents as Tenant may reasonably request in connection with any tax contests or other proceeding relating to the use, operation, or ownership of the Demised Premises.

* excepting the 30' wide SC
easement described in
Waldo Registry BK 4153 Pg 74

ARTICLE FOUR
Annual Rent

Section 4.1 Tenant covenants and agrees to pay to Landlord rent (“Annual Rent”) in the amount set forth herein, in annual installments, in advance, on the first day of each Lease Year commencing on the Commencement Date. Annual Rent for the first Lease Year shall be in the amount of [REDACTED]. On the first day of the second (2nd) Lease Year, and on the first day of each Lease Year thereafter (each such date being referred to herein as a “Change Date”), the Annual Rent shall be increased by the lesser of (i) the percentage increase in the Consumer Price Index for All Urban Consumers - All Items as published by the Bureau of Labor Statistics for the U.S. Department of Labor for the Boston-Brockton-Nashua, MA-NH-ME-CT metropolitan area (base year 1982-84=1001) (the “Index”) from the Change Date to the current Change Date, and (ii) three percent (3%). The Annual Rent as so increased shall remain in effect until the next succeeding Change Date. If the Index has not been published as of the applicable Change Date, then Tenant shall continue to pay the Annual Rent at the rate for the preceding Lease Year until such time as the applicable Index is published, and the parties shall make an adjustment, retroactive to the Change Date, and the shortfall, if any, shall be due and payable with Tenant’s next succeeding payment of Annual Rent. Notwithstanding the foregoing, Tenant shall pay to Landlord the sum of [REDACTED] upon the execution of this Lease as an advance payment of Annual Rent, which sum (i) shall be non-refundable if this Lease is terminated pursuant to Rider A, and (ii) shall be credited to the Annual Rent for the first Lease Year upon the Commencement Date.

Section 4.2 All amounts payable under Section 4.1, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease (“Additional Rent” and collectively with Annual Rent, the “Rent”), shall be paid at the address of Landlord set forth in Section 13.2, or at such other place as Landlord may designate by notice to Tenant.

ARTICLE FIVE
Taxes, Insurance and Other Charges

Section 5.1 Tenant agrees that it will pay and discharge, or cause to be paid and discharged, punctually as and when the same shall become due and payable without penalty, all real estate taxes, personal property taxes and all other governmental impositions and charges of every kind and nature whatsoever (collectively, “Tax” or “Taxes”) which, at any time during the Term, shall be or become due and payable and which shall be levied, assessed or imposed upon or against the Demised Premises or any improvements thereon. Tenant acknowledges that the Demised Premises has been assessed as “tree growth” property and a penalty or catch-up payment may result when the Demised Premises is removed from such status. Tenant shall be responsible for any such penalty or catch-up payment, provided Landlord shall cooperate with Tenant to minimize or reduce the same.

Section 5.2 Nothing contained in this Lease shall require Tenant to pay any estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax or any other tax, assessment, charge or levy upon the Rent payable by Tenant under this Lease.

Section 5.3 Any Tax relating to a fiscal period of the taxing authority which is partly within the Term and partly subsequent to the Term shall, whether or not such Tax shall be assessed, levied, imposed or become a lien upon the Demised Premises or shall become payable during the Term, be apportioned between Landlord and Tenant as of the expiration of the Term, so that Landlord shall pay the portion of such Tax applicable to the period after the expiration of the Term, and Tenant shall pay the remainder thereof.

Section 5.4 Tenant shall have the right to contest the amount or validity, in whole or in part, of any Tax, or to seek a reduction in the valuation of the Demised Premises as assessed for real estate or personal property tax purposes. Any contest as to the validity or amount of any Tax, or assessed valuation upon which such Tax was based, whether before or after payment, may be made by Tenant in the name of Landlord and/or of Tenant, as Tenant shall determine, and Landlord agrees that it will, at Tenant’s expense, cooperate with Tenant in any such contest. Tenant shall be entitled to any refund of any such Tax and penalties or interest thereon.

Section 5.5 During the Term, Tenant shall maintain commercial general liability insurance, identifying Landlord as an additional insured, against claims for personal injury, death and property damage occurring upon, in or about the Demised Premises.

ARTICLE SIX
Repairs and Maintenance

Section 6.1 Tenant shall have no maintenance or repair obligations under this Lease, but Tenant shall be responsible for any and all maintenance or repairs required or desired to be made by Tenant to the Demised Premises or any improvements thereon.

Section 6.2 Landlord shall not be required to make any alterations, repairs, additions or improvements, or to furnish any services or facilities of any kind, to the Demised Premises or any improvements thereon.

ARTICLE SEVEN
Public Utilities and Services

Section 7.1 Tenant agrees to pay or cause to be paid all charges for utilities or services provided to the Demised Premises and any improvements thereon throughout the Term. Tenant expressly agrees that Landlord is not required to furnish to Tenant or any other occupant of the Demised Premises any utilities or services of any kind. Landlord, upon Tenant's request and at Tenant's sole expense, will join with Tenant in any application for obtaining or continuing any of the foregoing utilities or services.

ARTICLE EIGHT
Tenant's Improvements and Alterations

Section 8.1 Tenant shall have the right at any time during the Term to make, at its cost and expense, any repairs, replacements, additions, betterments, changes, or restorations to the Demised Premises, including any improvements thereon, and to demolish or raze any such improvements.

Section 8.2 Landlord agrees that at the request of Tenant, Landlord will, at Tenant's sole cost and expense, either (a) file any applications or petitions, in which Tenant will join if required, or (b) join in any applications or petitions filed by Tenant, to obtain all approvals, licenses and permits required from any town, city, county, state and federal governments and of each and every department, entity, bureau and duly authorized official thereof and of any successor or future governmental authority, department, entity, bureau and duly authorized official thereof, and of the local board of fire underwriters having jurisdiction and/or any other corporation, body or organization possessing similar authority and exercising similar functions (collectively, "Governmental Authorities") for any alterations and will actively support such applications and petitions. Tenant shall be solely responsible for the preparation, filing and processing of all such applications or petitions.

Section 8.3 Title to all improvements shall vest in Tenant until the expiration or earlier termination of this Lease, whereupon title to the improvements shall vest in Landlord.

ARTICLE NINE
Casualty

Section 9.1 Should the whole or any part of the improvements then on the Demised Premises be partially or wholly damaged by a casualty after the Commencement Date, Tenant shall have the option to terminate this Lease, in which event the parties shall have no further rights or obligations hereunder, other than those that are expressly stated to survive the expiration or termination hereof. Whether or not Tenant elects to terminate the Lease, Tenant shall not be required to restore or rebuild the damaged improvements.

ARTICLE TEN
Condemnation

Section 10.1 In the event that the Demised Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being herein referred as a "Taking"), Landlord, Tenant and any leasehold mortgagee shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

Section 10.2 In the event of a Taking, Tenant shall have the option to terminate this Lease on the date of such Taking, in which event the parties shall have no further rights or obligations hereunder, other than those that are expressly stated to survive the expiration or termination hereof. Whether or not Tenant elects to terminate the Lease, Tenant shall not be required to restore or rebuild any affected improvements.

Section 10.3 In the event of a Taking, any award, compensation or insurance proceeds to which Landlord and Tenant may become entitled shall be allocated in the following order of priority: (i) to Tenant, for its interest in any improvements on the Demised Premises; (2) to Tenant, for the value of its leasehold interest in the Demised Premises; and (iii) to Landlord, for the value of its fee interest in the Demised Premises.

ARTICLE ELEVEN

Assignment, Leasing and Mortgages

Section 11.1 Without Tenant's prior written approval, which may be withheld in Tenant's sole and absolute discretion, Landlord shall not (a) directly or indirectly cause or permit any mortgage, deed of trust, lien, assessment lien, assessment, obligation, interest, encumbrance or encroachment or liability whatsoever to be placed against (whether recorded or not) the Demised Premises or take any other action that could adversely affect title to the Demised Premises, or (b) enter into any agreement or commitment to do any of the foregoing.

Section 11.2 Tenant shall have the right, without the consent of the Landlord, at any time and from time to time, to assign its interest in this Lease, or to sublet the whole or any portion or portions of the Demised Premises for the use and purposes permitted under this Lease.

ARTICLE TWELVE

Event of Default

Section 12.1 If Tenant shall default in the payment of Rent when and as the same shall be due and payable and such default shall continue for a period of thirty (30) days after receipt by Tenant of written notice thereof from Landlord, Landlord may terminate the Lease upon thirty (30) days' prior written notice to Tenant; provided, however, Tenant may void such termination by curing the Rent default prior to the expiration of such thirty (30) day period.

ARTICLE THIRTEEN

Miscellaneous Provisions

Section 13.1 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 13.2 Notices. All notices and other communications required or permitted hereunder (collectively, "Notices") shall be in writing and shall be sent by registered or certified mail, or overnight delivery by a nationally recognized public or private carrier, return receipt requested, postage prepaid, addressed to the party to receive such Notice at the address set forth below:

If to Landlord, to: Samuel E. Cassida
271 Northport Avenue
Belfast, Maine 04915

With a copy to: Lee Woodward, Jr. Law Offices
56 Main Street
Belfast, ME 04915
Attn: Lee Woodward, Jr.
Email: woodward@lwoodwardlaw.com

If to Tenant, to: Nordic Aquafarms AS
Øraveien 2, 1630 Gml Fredrikstad
Norway

With a copy to: Mintz, Levin, Cohn, Ferris, Glovsky & popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Daniel O. Gaquin

Email: dogaquin@mintz.com

Either party may, by Notice given as aforesaid, change its address or add any additional addresses for all subsequent Notices. Notices given by mail shall be deemed given three (3) days after mailing in accordance with the requirements of the United States Postal Service, and all other Notices shall be deemed given on the date of delivery.

Section 13.3 Quiet Enjoyment. Landlord covenants that Tenant shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord; subject, however, to the exceptions, reservations and conditions of this Lease.

Section 13.4 Confidentiality. Each party agrees that it shall keep confidential the terms of this Lease, the documents and information supplied by the other party to it and all information, surveys, reports, tests and studies relating to the Demised Premises obtained by either party before or after the Effective Date (collectively, the “Confidential Information”). Disclosure of Confidential Information by either party shall not be prohibited if that disclosure is information that is or becomes a matter of public record or public knowledge from sources other than the other party or its agents, employees, contractors, consultants or attorneys. Notwithstanding the foregoing, either party may disclose otherwise Confidential Information where disclosure (i) is required by applicable law or by an order of a court or other Governmental Authority having jurisdiction after giving reasonable notice to the other party with, to the extent practicable, adequate time for such other party to seek a protective order; (ii) is reasonably necessary and is made to that party’s or its affiliate’s employees, officers, directors, attorneys, accountants or other advisors who are advised of the confidential nature of such information; or (iii) is required to enforce the rights and remedies under this Agreement of either Tenant or Landlord. Nothing contained herein shall prohibit or restrict Tenant from disclosing information as may be required in connection with Tenant’s application to obtain any Governmental Approvals to develop and operate the Project. In addition, within five (5) days of the Effective Date, Landlord and Tenant shall execute a notice of lease, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, and either party shall be entitled to record the same.

Section 13.5 Entire Agreement. This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

Section 13.6 Brokers. Each party hereby represents and warrants to the others that it has not dealt with any broker or agent in connection with this Lease and covenants to pay, hold harmless and indemnify the other party from and against any and all costs, expense or liability (including legal fees incurred in defending against any claim) for any compensation, commission and charges claimed by any broker or agent with respect to this Lease or the negotiation hereof or otherwise arising from a breach of the foregoing warranty.

Section 13.7 Successors and Assigns. The covenants, conditions and agreements in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and permitted assigns.

Section 13.8 No Merger. It is the intent and purpose of the parties hereto that this Lease shall remain in full force and effect until duly terminated and shall not be deemed to have merged with the interest of Landlord created by virtue of any lien upon the Demised Premises or any other interest therein or any portion thereof held by Landlord.

Section 13.9 Governing Law. This Lease shall be construed in accordance with and shall be governed by the laws of the State of Maine.

Section 13.10 Estoppel Certificate. Landlord shall, without charge, at any time and from time to time, within ten (10) days after Tenant’s request, certify by written instrument duly executed and acknowledged in recordable form and deliver to Tenant or to any leasehold mortgagee or assignee or any proposed mortgagee or assignee, or any other person interested in this Lease specified by Tenant such usual and customary matters included in estoppel certificates.

ARTICLE FOURTEEN **Option to Purchase**

Section 14.1 Landlord hereby grants to Tenant the exclusive option to purchase the Demised Premises (the “Purchase Option”) on the terms and conditions set forth in this Article 14. Tenant may exercise the Purchase Option at any time during the Term (and any extension thereof) by delivering notice to Landlord of its intent to do so (the “Notice of Election to Purchase”). In the event Tenant delivers the Notice of Election to Purchase, the purchase price of the Demised

Premises shall be [REDACTED] LESS any Annual Rent paid by Tenant to Landlord under this Lease up to [REDACTED] paid by Tenant to Landlord (together with closing costs payable in accordance with Section 14.3), and the consummation of the sale (the "Closing") shall occur no more than sixty (60) days following the receipt by Landlord of the Notice of Election to Purchase, unless such sixty (60) day period is extended pursuant to Section 14.2. As an example, if Tenant exercises the Purchase Option during the third Lease Year, having paid [REDACTED] in Annual Rent, the Purchase Price payable at Closing is [REDACTED]

Section 14.2 Landlord shall convey to Tenant the Demised Premises free and clear of all liens, encumbrances, charges and restrictions, other than liens, encumbrances, charges and restrictions acceptable to Tenant. It shall be a condition precedent to the Closing that Tenant has obtained a title commitment in form and substance acceptable to Tenant, with such endorsements as Tenant may require, and if Tenant is unable to obtain such a title commitment, Tenant may, at its option, (i) rescind the Notice of Election to Purchase and continue its lease of the Demised Premises pursuant to the terms of this Lease as though the Notice of Election to Purchase had not been delivered, or (ii) extend the thirty (30) day time period provided for Closing by no more than sixty (60) days in order to obtain such title commitment.

Section 14.3 At Closing, Landlord shall execute and deliver to Tenant a good and sufficient quitclaim deed with covenants running to Tenant or Tenant's nominee or designee. Landlord and Tenant shall execute and deliver such additional documents or instruments as are necessary and customary to cause the transfer of the Demised Premises from Landlord to Tenant. All recording fees, all costs relating to the preparation of a survey and all title insurance premiums incurred in connection with the purchase of the Demised Premises by Tenant shall be paid by Tenant, and all transfer taxes, recordation taxes, stamp taxes, documentary taxes or similar impositions shall be paid as is customary for property similar to the Demised Premises in the jurisdiction in which the Demised Premises is located. If the Purchase Option has not been exercised prior to the expiration of the Term, the Purchase Option shall, without further action of any party, automatically terminate and thereafter shall be null and void and of no further force or effect, and neither party shall have any further rights or obligations with respect to the Purchase Option. If the Closing occurs, this Lease shall automatically terminate effective as of the Closing and the parties shall have no further rights or obligations hereunder, other than those that are expressly stated to survive the expiration or termination of this Lease.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of the day and year first above written.

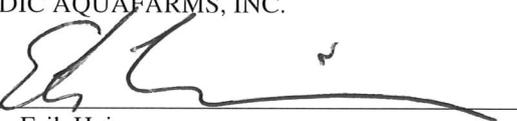
LANDLORD:



Samuel E. Cassida,, individually

TENANT:

NORDIC AQUAFARMS, INC.

By: 

Name: Erik Heim
Title: President

Exhibit A

NOTICE OF LEASE AND OPTION TO PURCHASE

Memorandum of Lease and Option to Purchase

PREPARED BY AND RETURN TO:

MEMORANDUM OF LEASE AND OPTION TO PURCHASE

This Memorandum of Lease (this "Memorandum") is entered into as of January 29, 2018, by and between Samuel E. Cassida, an individual resident of the State of Maine, having an address of 271 Northport Avenue, Belfast, Maine 04915 ("Landlord"), and Nordic Aquafarms, Inc., a Delaware corporation ("Tenant"). Landlord and Tenant have entered into that certain Lease dated January 29, 2018 (the "Lease") with respect to the Property (as defined below). It is the desire of the parties hereto to enter into this Memorandum for the purpose of recording the same and giving notice of the existence of the Lease and the option to purchase (as described below), as more particularly described in this Memorandum.

Parties to Lease Agreement

Landlord: Samuel E. Cassida
271 Northport Avenue
Belfast, Maine 04915

Tenant: Nordic Aquafarms, Inc.,
Nordic Aquafarms AS
Øraveien 2, 1630 Gml Fredrikstad,
Norway

Date of Lease

January 28, 2018

Description of Property

The property described on Exhibit A attached hereto (the "Property")

Term

Thirty (30) years commencing on the Commencement Date (as defined in the Lease) and expiring on the thirtieth (30th) anniversary of the Commencement Date, subject to any extensions provided in the Lease

Option to Purchase

The Lease includes an option to purchase the Property effective upon the Commencement Date and terminating upon the expiration of the Term

Purpose of Memorandum

This Memorandum is executed for the purpose of giving record notice of the fact of execution of the above described Lease and the option to purchase as provided for therein in lieu of recording the Lease itself and is not intended to modify, limit or otherwise alter the terms, conditions and provisions of the Lease

This Memorandum shall extend to and be binding upon the parties hereto and their legal representatives, heirs, successors and assigns.

[Signatures on following page]

Executed as a sealed instrument as of the date first above written.

LANDLORD:

Samuel E. Cassida, individually

TENANT:

NORDIC AQUAFARMS, INC.

By: _____
Name: Erik Heim
Title: President

STATE OF MAINE :
 : ss
COUNTY OF WALDO :

On this, the ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Samuel E. Cassida, proved to me through satisfactory evidence of identification, which was __ photographic identification with signature issued by a federal or state government, or ___ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

STATE: _____ :
 : ss
COUNTY OF _____ :

On this, the ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was __ photographic identification with signature issued by a federal or state government, or ___ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as an authorized President of Nordic Aquafarms, Inc., a Delaware corporation, for its stated purpose.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Rider A

ARTICLE ONE

Conditions to Lease

Section 1.1 Landlord shall deliver, and Tenant shall accept, possession of the Demised Premises upon the earlier of (x) the fulfillment of each of the conditions set forth in items (a) – (d) below (collectively, the “Conditions”) to the satisfaction of Tenant, in Tenant’s sole discretion, or (y) thirty (30) days after the expiration of the Permitting Period (the “Commencement Date”). If at any time prior to the Commencement Date, any Conditions remain unfulfilled, Tenant shall have the right to waive any such unfulfilled Conditions by written notice to Landlord and take possession of the Demised Premises, whereupon the Commencement Date shall be deemed to have occurred. Upon the occurrence of the Commencement Date, Landlord and Tenant shall execute a written instrument stating the date thereof and the expiration of the Term. Notwithstanding the foregoing or anything else to the contrary, Tenant shall have no obligation to accept possession of the Demised Premises unless the Conditions have been fulfilled to Tenant’s satisfaction, in Tenant’s sole discretion.

(a) The Diligence Period (as defined below) shall have expired and Tenant shall not have terminated the Lease in accordance with Section 2.6 below.

(b) The Permitting Period (as defined below) shall have expired and Tenant shall not have terminated the Lease in accordance with Sections 3.3 below.

(c) Tenant shall close on the purchase of immediately adjacent real property owned by the Belfast Water District (the “BWD”), which real property is generally located to the south of the Demised Premises (the “BWD Property”).

(d) The City of Belfast (the “City”) shall close on the purchase of real property owned by the BWD, which real property is immediately adjacent to and generally located to the south of the BWD Property (the “City Property”).

ARTICLE TWO

Due Diligence

Section 2.1 Commencing on the Effective Date and continuing for a period of three (3) months thereafter, unless further extended by Tenant as hereinafter provided or until the Lease is earlier terminated (as may be extended or earlier terminated, the “Diligence Period”), Tenant and its agents and representatives (together with the equipment or machinery of any such party) shall have a license for access to the Demised Premises at all reasonable times for the purpose of conducting inspections and tests of the Demised Premises, including surveys; architectural, engineering, water quality and capacity, geo-technical, environmental and hydrogeological inspections and tests (including test pits, sampling, borings and drilling); and any other due diligence investigations, tests or analyses that Tenant may deem necessary or desirable for Tenant’s development and operation of the Project (collectively, the “Due Diligence”); provided that all such Due Diligence shall be conducted by Tenant in compliance with Tenant’s responsibilities set forth in Section 2.2 below. Such license shall include the right of Tenant and its agents and representative to remove trees, construct roads and alter terrain (collectively, “Terrain Work”) to accommodate any equipment or machinery of such party; provided that any such Terrain Work shall be conducted in consultation with Landlord. If after the expiration of the Diligence Period, Tenant has been unable to complete any Due Diligence to Tenant’s satisfaction, Tenant shall have the right to extend the Diligence Period for up to two (2) additional three (3) month periods, in each case by written notice to Landlord prior to the expiration of the then-current Diligence Period.

Section 2.2 In conducting any Due Diligence of the Demised Premises, Tenant and its agents and representatives shall: (i) comply with all applicable laws; (ii) promptly pay when due the costs of all Due Diligence done with regard to the Demised Premises; (iii) not permit any liens to attach to the Demised Premises by reason of the exercise of its rights hereunder; and (iv) promptly repair any damage to the Demised Premises and restore any areas disturbed resulting directly from any Due Diligence substantially to their condition prior to the performance of such Due Diligence; provided, however that such repair and restoration obligation shall not apply to any Terrain Work.

Section 2.3 Except for Landlord’s negligence, gross negligence or willful misconduct or any matter arising from the mere discovery of a pre-existing condition at the Demised Premises, Tenant hereby agrees to indemnify and hold Landlord harmless from, all third-party claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees), actions and causes of action arising out of personal injury and/or property damage directly caused by any

entry onto the Demised Premises by, or any Due Diligence performed by, Tenant, its agents, independent contractors, servants and/or employees. The provisions of this Section 2.3 shall survive the termination of the Lease.

Section 2.4 During the Diligence Period, Tenant shall obtain and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation; (ii) Commercial General Liability coverage with available limits of not less than \$2,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as Landlord may reasonably require. Such policy(s) shall provide primary (and not merely contributory coverage) to Landlord. Tenant shall provide Landlord with evidence of such insurance policies upon the request of Landlord.

Section 2.5 In order to facilitate Tenant's Due Diligence, Landlord will promptly, but in any event no later than ten (10) days after the date hereof, supply Tenant with any and all information relating to the Demised Premises (including, without limitation, title information, surveys, environmental reports, engineering studies, tax bills, legal notices, permits, approvals and such other information as Tenant may reasonably request) in Landlord's possession or under Landlord's control.

Section 2.6 Tenant may, for any reason or for no reason, terminate the Lease at any time prior to the expiration of the Diligence Period.

ARTICLE THREE

Permitting

Section 3.1 For a period six (6) months after the expiration of the Diligence Period, unless further extended by Tenant as hereinafter provided or until the Lease is earlier terminated (as may be extended or earlier terminated, the "Permitting Period"), Tenant shall diligently pursue all final, unappealable Governmental Approvals from any Governmental Authorities necessary or desirable for the development and operation of the Project. The process, sequence and schedule for pursuing the Governmental Approvals shall be determined by Tenant; provided that Tenant shall, in Tenant's good faith reasonable business judgment, commence pursuit of the Governmental Approvals and file the necessary applications therefor as soon as reasonably practicable. For the avoidance of doubt, Tenant shall have the right, but not the obligation, to pursue any Governmental Approvals during the Diligence Period.

Section 3.2 If prior to the expiration of the Permitting Period, Tenant has applied for and is awaiting such Governmental Approvals from the Governmental Authorities, Tenant shall have the right to extend the Permitting Period for up to two (2) consecutive three (3) month periods, in each case by written notice to Landlord prior to the expiration of the then-current Permitting Period. If Tenant is diligently pursuing or defending any legal appeals of the Governmental Approvals, the Permitting Period shall toll until the final resolution of such appeals.

Section 3.3 If, after having used commercially reasonable efforts to do so, Tenant has not obtained the Governmental Approvals from the Governmental Authorities prior to the expiration of the Permitting Period, then Tenant may terminate the Lease by written notice to Landlord prior to the expiration of the Permitting Period, whereupon all obligations of the parties hereto shall cease and the Lease shall be terminated and the parties shall have no further rights or obligations under the Lease, other than those that are expressly stated to survive the expiration or termination thereof. For the purposes hereof, commercially reasonable efforts shall not require Tenant to continue its permitting efforts if Tenant determines in its good faith judgment that all Governmental Approvals for the Project cannot reasonably be obtained on terms which make the Project feasible. For the purposes hereof, "obtained" shall mean the applicable Governmental Approval has been issued in final form, with terms and conditions acceptable to Tenant in its sole discretion (including any offsite requirements), and all applicable appeal periods have expired without an appeal having been filed or any such appeal has been finally resolved to Tenant's satisfaction.

Section 3.4 It shall be Tenant's responsibility to obtain, and to pay for, all Governmental Approvals necessary or desirable for the development and operation of the Project. Landlord shall cooperate with Tenant as reasonably necessary (including signing applications in a timely manner) to obtain such Governmental Approvals; provided that Tenant shall promptly reimburse Landlord for all reasonable costs incurred by Landlord in connection with Landlord's cooperation.

**AMENDMENT TO
LEASE AGREEMENT**

This Amendment to Lease (this "Agreement") is made this 11th day of March, 2019 (the "Effective Date") by and among **Samuel E. Cassida**, an individual resident of the State of Maine, having an address of 271 Northport Avenue, Belfast, Maine 04915 ("Landlord"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms 511 Congress Street, Portland, ME, 04101, or its assignee ("Tenant");

WHEREAS, the Tenant and Landlord are parties to that certain Lease agreement dated January 29, 2018 (the "Original Lease" and, collectively with this Agreement, the "Lease") pursuant to which the Tenant was granted a lease together with a purchase option to buy from Landlord and the Landlord agreed to lease and sell (in the event such option to do so is exercised by Tenant) certain real property located in Belfast, Maine, as more fully described in the said Original Lease; and

WHEREAS, Tenant is pursuing permits and approvals from the City of Belfast and State of Maine, including where applicable its agencies, and the lease, acquisition, and development of real property in connection therewith, for the purpose of permitting, constructing and operating an aquafarm in the City of Belfast, Maine (the "Project"); and

WHEREAS, Tenant and Landlord have agreed to extend certain dates described in the Original Lease to allow the Tenant additional time to obtain the permits described above.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree that the following language be, and it hereby is, added to the end of Section 3.3:

Notwithstanding and without limiting the generality of the foregoing, the Landlord acknowledges and agrees that it shall join in, execute and consent to recording of covenants, conditions and restrictions on the use of such portions of Landlord's land which is not specifically part of the Leased Premises but which abuts the stream flowing from the Leased Premises onto Landlord's land as may be required by the Maine Department of Environmental Protection or other permitting authority as a condition of the approval of the Project.

Additionally, the parties agree that the following sentence shall be added to section 4.1 of the Original P&S following the first sentence thereof:

Tenant shall pay to Landlord, in connection with and in consideration of the increase in the Term provided below in this Agreement, an amount equal to [REDACTED] in lieu of any Annual Rent which might otherwise be due in connection with the increased term described below.

Additionally, the parties agree that the first sentence of section 3.1 of Rider A to the Original P&S shall be and it hereby is replaced, in its entirety, with the following:

Section 3.1 For the period beginning upon expiration of the Diligence Period and ending on December 31, 2019, unless further extended by Tenant as herein after provided or until the Lease is earlier terminated (as may be extended or earlier terminated, the “Permitting Period”), Tenant shall diligently pursue all final, unappealable Governmental Approvals from any Governmental Authorities necessary or desirable for the development and operation of the Project.

Finally, the parties agree that the following shall be added as Section 3.5 of Rider A to the Original P&S:

Section 3.5 In the event that the Tenant terminates the Lease as a result of the inability to obtain permitting necessary for the Project as described in this Lease, the Tenant shall pay to Landlord a termination fee equal to [REDACTED].

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party, except that Tenant may assign this Agreement to any entity in which Tenant owns a majority of the equity interests without Landlord’s consent.

This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party’s sole discretion.

This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

Any dates in this Agreement may be extended, at Tenant’s option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the Tenant nor the Landlord nor its brokers, representatives or employees, and each shall instruct its representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this letter of intent, except that the Tenant and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its due diligence.

Confidentiality. Except as and to the extent required by law, the Landlord will not disclose or use, and it shall cause its representatives not to disclose or use and Confidential Information with respect to the Tenant furnished, or to be furnished, by the Tenant in connection herewith at any time or in any manner except in connection with the transaction discussed in this letter of intent or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, "Confidential Information" means any information concerning the Tenant's identity, assets, or the Property; provided that it does not include information that the Landlord can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the Landlord or (ii) is obtained by the Landlord from a source other than the Tenant or its representatives, provided that such source was not bound by a duty of confidentiality to the Tenant with respect to such information.

This Agreement is an amendment to the Original Lease, the terms and conditions of which, except as modified hereby, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

LANDLORD:

Jaqueline Cassida

Sam Cassida
Name: Samuel E. Cassida

TENANT:
NORDIC AQUAFARMS, INC.

By: _____
Name: Erik Heim
Title: President

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

LANDLORD:

Name: Samuel E. Cassida

TENANT:
NORDIC AQUAFARMS, INC.

By:



Name: Erik Heim
Title: President

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this 22nd day of August, 2018 (the "Effective Date") by and among **Goldenrod Properties, LLC**, a Maine limited liability company with a mailing address of P.O. Box 345, Belfast, ME 04915 ("Seller"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms AS, Øraveien 2, 1630 Gml Fredrikstad, Norway, or its assignee ("Buyer");

WHEREAS, the Buyer is pursuing permits and approvals from the City of Belfast and State of Maine, including where applicable its agencies, and the acquisition of real property in connection therewith, for the purpose of permitting, constructing and operating an aquafarm in the City of Belfast, Maine (the "Project"), which includes real property owned by the Seller as described herein.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy (a) a portion of the Seller's land located on Perkins Road, in the City of Belfast, in the State of Maine, containing approximately 14.62 acres as bounded by the existing ditch/swale on the east side and as bounded by the previously established property lines on the other 3 sides, to be more particularly described by a survey to be completed and agreed to by Seller and Buyer and generally depicted on Exhibit A hereto (the "Fee Interest"); and (b) a lease of certain property during the construction by Buyer of the Project on a portion of the remainder of the Seller's property for parking, storage, and other construction needs (the "Construction Lease") (the Fee Interest and Construction Lease may be referred to collectively as the "Premises").

2. **TITLE; DEED.** The Fee Interest will be conveyed at the closing of the transactions contemplated by this Agreement (the "Closing") by a good and sufficient quitclaim deed with covenant running to Buyer and the deed shall convey good and marketable title to the land described therein, free from encumbrances and liens of any type whatsoever, except those encumbrances and liens that are satisfactory to Buyer in accordance with Section 5(C) below. The Construction Lease shall be for a term of forty eight (48) months with an option to renew for an additional twelve (12) months and conveyed by a separate, unrecorded lease agreement and shall be limited to the portions of property owned by Seller to be more fully described therein as necessary for the permitted construction activity of Buyer in connection with the Project and shall include access to the Premises from Perkins Road. The terms of the Construction Lease shall include the right by Buyer to use travel ways from Perkins Road across the Seller's property on the east driveway entrance and behind existing warehouse "B", to perform any necessary topsoil removal and stockpiling onsite and provide any gravel surfacing for Buyer's needs in connection with construction of the Project. During the term of the Construction Lease, Buyer will maintain adequate dust control, sweeping and repair of construction caused road debris and/or damage. Any signage or other incidentals for construction related to this road and

lot will be provided, maintained and removed by Buyer. Upon the termination of the Construction Lease, Buyer will leave any stockpiled topsoil and any installed gravel surface for the benefit and ownership of Seller, but otherwise completely vacate the premises subject to the Construction Lease in an acceptable manner. Rent under the Construction Lease shall be [REDACTED] per month for one term of not less than four (4) years with an option by Buyer to extend the Construction Lease for one (1) additional year upon the same terms and conditions, including the payment of rent in an amount equal to [REDACTED] per month. The term shall commence upon the beginning of the construction of the Project. The parties will coordinate the traffic patterns and other details to best accommodate each party's needs.

3. PURCHASE PRICE; DEPOSIT; ESCROW AGENT.

A. Purchase Price. The agreed purchase price for the Fee Interest is [REDACTED] (the "Purchase Price") payable as follows (subject to the prorations and other adjustments provided in this Agreement):

- i. A deposit in the amount of [REDACTED] shall be paid by Buyer on the date hereof as a non-refundable deposit and shall effectively act as an option fee (the "Initial Deposit"). This Initial Deposit will be applied to the Purchase Price at the Closing; and
- ii. A deposit in the amount of [REDACTED] shall be paid by Buyer as a refundable deposit (subject to the terms and conditions in this Agreement) within three days after receipt by Buyer of approval of Buyer's environmental permit application for the Project (the "Second Deposit"); and
- iii. [REDACTED] shall be paid by Buyer to Seller at the Closing by immediately available funds.

4. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") selected by Buyer by written notice given at least thirty (30) business days prior thereto (the "Closing Notice") at the offices of Drummond Woodsum in Portland, Maine or Buyer's preferred location, but in no event shall the Closing shall take place later than August 1, 2019 (the "Outside Closing Date").

5. CONTINGENCIES. The obligations of Buyer hereunder are conditioned upon each of the following, any of which may be waived by Buyer in whole or in part:

A. Inspections. Within six (6) months of the Effective Date, Buyer may, in its discretion, cause to be performed the following inspections, the results of which must be satisfactory to Buyer:

- a. Feasibility Study

- b. Water Quality
- c. Wetlands
- d. Environmental
- e. Land Use
- f. Zoning
- g. Survey
- h. Permits and approvals

All inspections will be performed by inspectors chosen and paid for by Buyer. Buyer shall promptly commence its due diligence investigation of the Premises and shall promptly inform Seller of any results that are unsatisfactory to Buyer.

B. Title Commitment. Within six (6) months of the Effective Date, Buyer shall have obtained a title insurance commitment with respect to the Premises satisfactory to Buyer in its sole discretion.

C. Survey. Upon execution of this Agreement, Buyer shall engage a surveyor to prepare a plan and legal description of the Premises, to be prepared within one hundred twenty (120) days following the date hereof. Once the survey and proposed legal description has been prepared, the Buyer shall transmit the same to Seller for its review and approval. The Seller shall have thirty (30) days to review and approve of the survey, which approval shall not be unreasonably withheld. If the Seller does not respond within such thirty (30) day period, the survey and proposed legal description shall presumptively describe the Premises. If the Seller objects to the proposed survey and legal description of the Premises, then the Seller shall specify the basis for its objection and Buyer shall have ten (10) days following receipt of such objections to submit a revised survey addressing Seller's concerns. If the Buyer and Seller cannot agree on a proposed survey and legal description, then each of Buyer and Seller agree to submit such dispute to mediation with a mutually agreed mediator.

If Buyer does not obtain satisfaction of one or more of the contingencies referenced in paragraphs A and B above and so notifies Seller in writing of its intent to terminate this Agreement, the Second Deposit, if already made, shall be returned to Buyer, this Agreement shall terminate and the parties shall be relieved of all further obligations hereunder.

6. CLOSING DOCUMENTS. At the Closing:

A. Purchase Price. Buyer shall deliver to Seller that portion of the Purchase Price payable at the Closing, as adjusted pursuant to the terms hereof;

B. Deed and Lease. Seller shall execute, acknowledge and deliver to Buyer the deed as provided herein and Buyer and Seller shall each execute and deliver the Construction Lease;

C. Title Affidavits. Seller shall deliver to Buyer executed originals of such customary certificates, evidence of authority, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmen's or similar liens and parties in possession and brokers' liens;

D. Nonforeign Person Affidavit. Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code;

E. Notification to Buyer of Withholding Tax Requirement. Buyer shall deliver to Seller an executed original certificate in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

F. Maine Resident Affidavit. Seller shall deliver to Buyer such executed affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary, to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

G. Underground Oil Storage Tank Certification. Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Board of Environmental Protection;

H. Real Estate Transfer Tax Declaration. Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the Seller and Buyer in accordance with law;

I. Prorations. Subject to Section 12 below, real estate taxes assessed by the City of Belfast, Maine and water and sewer use charges shall be paid by Seller as of the Closing Date;

J. Other Documents. Seller and Buyer shall execute, acknowledge and deliver such other documents and items as Seller's and/or Buyer's attorney may reasonably require.

K. Corporate Documents. Seller shall deliver to Buyer a copy of Seller's Articles of Organization, By-Laws, resolutions authorizing this Agreement and the transactions contemplated by this Agreement and an incumbency certificate of any

officer of Seller executing this Agreement and any documents contemplated herein, all certified by the appropriate officer of Seller as being true, correct and in full force and effect on the date of the execution of this Agreement and the Closing.

7. ACCESS TO PREMISES. Seller hereby agrees that Buyer, its agents and subcontractors, may enter upon the Premises, at reasonable times, with all necessary equipment for all purposes reasonably associated with the purchase of the Premises, including, without limitation, conducting Buyer's due diligence investigations on the Premises and adjacent properties which may be part of the Project and Seller shall cooperate with Buyer in connection with permitting such access. All surveys, inspections or tests conducted on behalf of Buyer shall remain the property of Buyer.

8. POSSESSION AND CONDITION OF PREMISES. Except as provided in this Section 8, full possession of the Premises shall be delivered to Buyer at the Closing (or, if applicable, after Seller's possession of the Premises after the Closing), the Premises to be at such time (a) in the same condition as they now are (or as contemplated to be improved hereunder), reasonable wear thereof excepted, and (b) in compliance with all laws, including without limitation, all environmental, building and zoning laws. Buyer or its agent may inspect the Premises at any time prior to the Closing and again prior to Seller's vacation of the Premises in order to determine whether the condition thereof complies with the terms of this paragraph.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. Seller hereby agrees that it shall not voluntarily permit any encumbrance not existing on the Effective Date to affect the Premises without obtaining the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions of this Agreement, then Seller shall remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions of this Agreement, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended until the thirtieth (30th) day after such notice, but in no event later than the Outside Closing Date. Any and all encumbrances affecting the Premises created by Seller from and after the Effective Date shall be removed by Seller prior to or at the Closing.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. Subject to Section 11 below, if at the expiration of such extension of time, Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as agreed in this Agreement, then at Buyer's option (i) the Deposit made under this Agreement shall be forthwith refunded to Buyer or (ii) Buyer shall have the right to specifically enforce the terms and provisions of this Agreement. Upon a refund by Seller pursuant to clause (i) above, all other obligations of all parties hereto shall cease, this Agreement shall be void without recourse of the parties hereto, and neither party shall be in default under this Agreement.

11. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price with appropriate deduction therefrom, in which case Seller shall convey such title or deliver the Premises in such condition.

12. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of real estate taxes referred to above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

13. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, or alleging an agreement with Seller or Buyer, as the case may be.

14. BUYER'S DEFAULT. In the event Buyer fails to consummate the purchase of the Premises, in accordance with the provisions of this Agreement, for any reason other than those reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, Seller shall retain the Initial Deposit as liquidated damages in full and complete satisfaction of all claims against Buyer, and not as a penalty, whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void without recourse to the parties hereto and shall not be the subject matter of any litigation between the parties.

15. SELLER'S DEFAULT. In the event that Seller is in default or fails to comply with any of the terms and conditions of this Agreement, Seller shall return to Buyer the Deposit, and Buyer may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists and the Property is of unique importance and value to the Buyer.

16. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

A. By Seller. Seller represents and warrants as of this date and as of each date through and including the Closing that:

- i. Seller holds good and marketable title to the Premises.
- ii. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

iii. Seller is a limited liability company duly formed and validly existing under the laws of the State of Maine.

iv. Seller is in good standing in the State of Maine and has all necessary corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized by all necessary corporate action on the part of Seller, has been executed by a duly authorized representative of Seller and is the binding obligation of Seller enforceable in accordance with its terms.

v. This Agreement and the performance hereof by Seller will not contravene any law, judgment, order, injunction, decree or any contractual restriction or arrangement binding on Seller or by which any of Seller's assets or properties may be affected.

vi. No consent, approval, order or authorization of any court or other governmental entity is required to be obtained by Seller in connection with the execution and delivery of this Agreement or the performance hereof by Seller.

vii. There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Premises or any portion thereof.

viii. The Premises are in compliance with all statutes, ordinances, rules, regulations, orders and requirements of all federal, state and local authorities and any other governmental entity having jurisdiction over the Premises (including, without limitation, environmental, land use and zoning laws and ordinances), and Seller has not received any notice from any such governmental entity of any violation of any of such statutes, ordinances, rules, regulations, orders and requirements.

ix. Seller does not know of, and have not received written notice of, any default or breach by Seller under any of the covenants, conditions, restrictions, rights-of-way or easements, if any, affecting the Premises or any portion thereof, and, to the best of Seller's knowledge, no such default or breach now exists, and no event has occurred and is continuing which, with notice or the passage of time, or both, would constitute a default thereunder.

x. Seller has not received any notice of assessment for benefits or betterments which affects the Premises and do not have knowledge that any such assessment is pending or threatened.

xi. Seller has no knowledge that any portion of the Premises has ever been used as a landfill or as a dump to receive refuse or waste, and, except in accordance with all applicable laws and regulations, there are and have been no Hazardous Materials (as hereinafter defined) used, generated, manufactured, disposed of, or stored in, on, under, or about the Premises. Seller has no knowledge that any asbestos containing materials or waste oil are on the Premises. The Premises meet and satisfy all federal, state and local environmental standards. As used herein, the term "Hazardous Materials" shall mean inflammables, oils, petroleum, explosives, radioactive materials and hazardous waste, including, without limitation, substances defined as "hazardous substances", "hazardous materials", "hazardous matter", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act and the Resources Conservation and Recovery Act, or any similar state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law.

xii. Seller states that there are no underground oil storage facilities on the Premises.

xiii. There are no lead-based paint or lead-based paint hazards on the Premises.

xiv. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof.

xv. Seller has no knowledge of any Disclosable Matter (as hereinafter defined) which has not been disclosed to Buyer in writing and which could have a material adverse effect on the ownership or operation of the Premises subsequent to the Closing. As used herein, a Disclosable Matter shall mean any fact or condition known to Seller relating to the Premises other than (i) any fact or condition relating to the present real estate and financial markets in the area where the Premises are located or elsewhere, (ii) any fact in the public domain or which has been the subject of a public disclosure, (iii) any fact or condition actually known by Buyer, or (iv) any facts or conditions disclosed in the written reports obtained by Buyer in connection with this transaction.

xvi. Seller shall deliver to Buyer within ten (10) days of the execution of this Agreement, copies of all surveys, soils, water, engineering and environmental reports concerning the Premises, if any, including water quality tests, in its possession or control and Seller further agrees to make available to the Buyer, after the date hereof, any such documents which Seller hereafter acquires,

whether generated by the Seller or others.

xvii. Seller shall deliver to Buyer within ten (10) days of the execution of this Agreement, copies of all municipal, state and federal approvals for the development of the Premises, together with any applicable permits for the Premises, if any, in its possession or control and Seller further agrees to make available to the Buyer, after the date hereof, any such documents which Seller hereafter acquires, whether generated by the Seller or others.

B. Survival. Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the Closing. All warranties, representations, covenants and agreements expressed herein shall survive the Closing and any termination of this Agreement. Seller agrees to indemnify and hold harmless Buyer, its designee and their respective successor and assigns from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs and costs of enforcement of this indemnity) incurred by or threatened against such other party as a result of any breach by Seller of any of the covenants, warranties or representations contained in this Agreement. This Agreement to indemnify and hold harmless shall survive the Closing and shall include, but not be limited to, the presence of any Hazardous Materials located on the Premises on or before the Closing Date.

17. WITHHOLDING TAX REQUIREMENT. Any other provision of this Agreement notwithstanding, Buyer shall, unless an exemption applies, be entitled to withhold at the Closing all amounts required to be withheld under 36 M.R.S.A. §5250-A or any other applicable federal or state law, and any such withheld amounts shall be credited against the Purchase Price as if paid to Seller at Closing.

18. SPECIAL TERMINATION RIGHT. In the event any Hazardous Materials, asbestos containing materials or waste oil are discovered at the Premises any time prior to the Closing, Buyer may, at its option, terminate this Agreement by written notice to Seller, whereupon Seller the Initial Deposit and Second Deposit shall be promptly returned to Buyer.

19. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party, except that Buyer may assign this Agreement to any entity in which Buyer owns a majority of the equity interests without Seller's consent.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows:

To Seller:

To Buyer:

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

D. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses the entire agreement of the parties. All terms and conditions of this Agreement shall survive the Closing.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. Time shall be of the essence hereunder.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Buyer's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

J. Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the Buyer nor the Seller nor its brokers, representatives or employees, and each shall instruct its representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the

transactions proposed in this letter of intent, except that the Buyer and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its due diligence.

K. Confidentiality. Except as and to the extent required by law, the Seller will not disclose or use, and it shall cause its representatives not to disclose or use and Confidential Information with respect to the Buyer furnished, or to be furnished, by the Buyer in connection herewith at any time or in any manner except in connection with the transaction discussed in this letter of intent or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, "Confidential Information" means any information concerning the Buyer's identity, assets, or the Property; provided that it does not include information that the Seller can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the Seller or (ii) is obtained by the Seller from a source other than the Buyer or its representatives, provided that such source was not bound by a duty of confidentiality to the Buyer with respect to such information.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

SELLER:
GOLDENROD PROPERTIES, LLC



By: 
Name: SCOTT L. HAWTHORNE
Title: MANAGER

BUYER:
NORDIC AQUAFARMS, INC.



By: 
Name: ERIK HEIM
Title: CEO

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Amendment to Purchase and Sale Agreement (this "Agreement") is made this 18th day of March, 2019 (the "Effective Date") by and among **Goldenrod Properties, LLC**, a Maine limited liability company with a mailing address of P.O. Box 345, Belfast, ME 04915 ("Seller"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Portland, Maine 04101, or its assignee ("Buyer");

WHEREAS, the Buyer and Seller are parties to that certain purchase and sale agreement dated August 22, 2018 (the "Original P&S" and, collectively with this Agreement, the "P&S") pursuant to which the Buyer has agreed to buy and lease from Seller and the Seller has agreed to sell and lease to Buyer certain real property located in Belfast, Maine, as more fully described in the said Original P&S; and

WHEREAS, Buyer is pursuing permits and approvals from the City of Belfast and State of Maine, including where applicable its agencies, and the acquisition of real property in connection therewith, for the purpose of permitting, constructing and operating an aquafarm in the City of Belfast, Maine (the "Project"); and

WHEREAS, Buyer and Seller have agreed to extend certain dates described in the Original P&S to allow the Buyer additional time to obtain the permits described above.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree that the "Premises", as defined in the Original P&S shall also include the conveyance of an easement in the form attached hereto as Exhibit A.

The Buyer and Seller further agree that section 4 of the Original P&S shall be and it hereby is replaced, in its entirety, with the following:

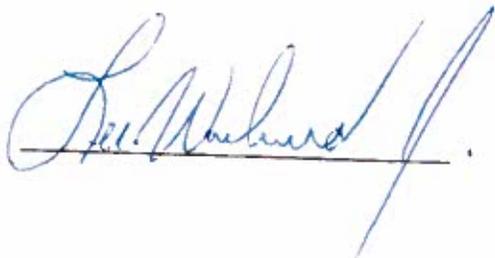
4. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") selected by Buyer by written notice given at least thirty (30) business days prior thereto (the "Closing Notice") at the offices of Drummond Woodsum in Portland, Maine or Buyer's preferred location, but in no event shall the Closing shall take place later than December 31, 2019 (the "Outside Closing Date").

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party, except that Buyer may assign this Agreement to any entity in which Buyer owns a majority of the equity interests without Seller's consent.

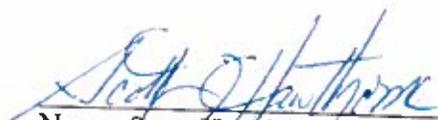
This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:



SELLER:
GOLDENROD PROPERTIES, LLC

By: 
Name: Scott Hawthorne
Title: Manager

BUYER:
NORDIC AQUAFARMS, INC.

By: _____
Name: Erik Heim
Title: President

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

SELLER:
GOLDENROD PROPERTIES, LLC

By:

Name: Scott Hawthorne
Title: Manager

BUYER:
NORDIC AQUAFARMS, INC.

By:



Name: Erik Heim
Title: President

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Goldenrod Properties, LLC**, a Maine limited liability company with a mailing address of P.O. Box 345, Belfast, ME 04915 (the "Owner"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Portland, Maine 04101 (the "NAF"), does hereby give, grant, bargain sell and convey with warranty covenants to the said NAF, its successors and assigns a temporary easement (as more fully described below) in, on and under that portion of property constituting the 5' Wide Utility Easement Area (described below and on the attached exhibits) together with an additional seven feet, six inch (7'6") area on both sides of the said 5' Wide Utility Easement Area and a permanent easement (as more fully described below) under that portion of property depicted as the cross-hatched area labeled "5' Wide Utility Easement" on the Exhibit A attached hereto, which portion of the property is more fully described in the metes and bounds description attached hereto as Exhibit B.

20' Wide Temporary Construction Easement

NAF shall have the following temporary easement rights in the 20' Wide Temporary Construction Easement:

The right to enter upon the area of the 5' Wide Utility Easement together with an additional seven feet, six inch (7'6") area on both sides for a total area of 20' Wide Temporary Construction Easement.

The Temporary Easement will expire after the construction is complete including time necessary to satisfy any and all requirements and conditions of any governmental authority with regulatory authority or purview over permits, construction, etc., of the Pipeline Facilities.

In the event repair of the pipelines is required the 20' Wide Temporary Construction Easement will be re-instated and expire upon completion of the repair.

Said right may include, but is not limited to, necessary excavating, placing of fill material, curbing, loaming, seeding, paving, installation of structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading said adjoining land, in order to allow for project construction in accordance with all governing regulations and other requirements of law.

Upon completion of the initial construction, NAF agrees that it shall exercise reasonable efforts to restore the temporary easement area to substantially the condition such area was in prior to the commencement of such work.

5' Wide Utility Easement

NAF shall have the following permanent easement rights in the 5' Wide Utility Easement Area described above:

1. the right to install, maintain, replace and remove pipelines for conveying water, wastewater and/or storm water, with all necessary fixtures and appurtenances; and
2. the right to make connections with the pipelines on either end of the 5' easement area; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of NAF; and
4. the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes; and
5. the right to enter on the easement area at any and all times for any of these purposes.

The OWNER reserves the use and enjoyment of the easement area for any purpose that does not interfere with the use of the easement area by NAF for its own purposes; provided that none of the following improvements may be made by the OWNER in the easement area, without the prior written permission of the NAF:

1. No buildings or any other permanent structures are allowed, except pavement and utilities.
2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the easement area without prior notice to NAF. Any changes hereof are to be mutually agreed upon and evidenced by NAF written permission.
3. No conduits, pipelines or facilities shall be installed within 5 feet of or above any conduit or pipeline installed by NAF, except that pipelines and conduits may be installed if they cross perpendicular to the NAF pipelines with a minimum vertical clearance of one foot. NAF, for itself and its successors and assigns, further covenants to OWNER and its successors and assigns, that all improvements shall be kept and maintained by NAF in clean, safe, attractive and slightly condition and in good repair, reasonably consistent with the maintenance of the other structures within the area.

(no further text – the signature page follows)

In Witness Whereof, Goldenrod Properties, LLC, has caused this instrument to be executed this 18th day of April, 2019.

WITNESS:

Goldenrod Properties, LLC

Catherine Canoe

By: Scott L. Hawthorne
Name: SCOTT L. HAWTHORNE
Its: MANAGER

State of Maine
County of Waldo

April 18, 2019

Personally appeared before me the above named Scott L. Hawthorne, the Manager of Goldenrod Properties, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said entities.

Candice Hutchison
Notary Public/Attorney at Law
Print Name: Candice Hutchison
Commission expires: 2/1/2021

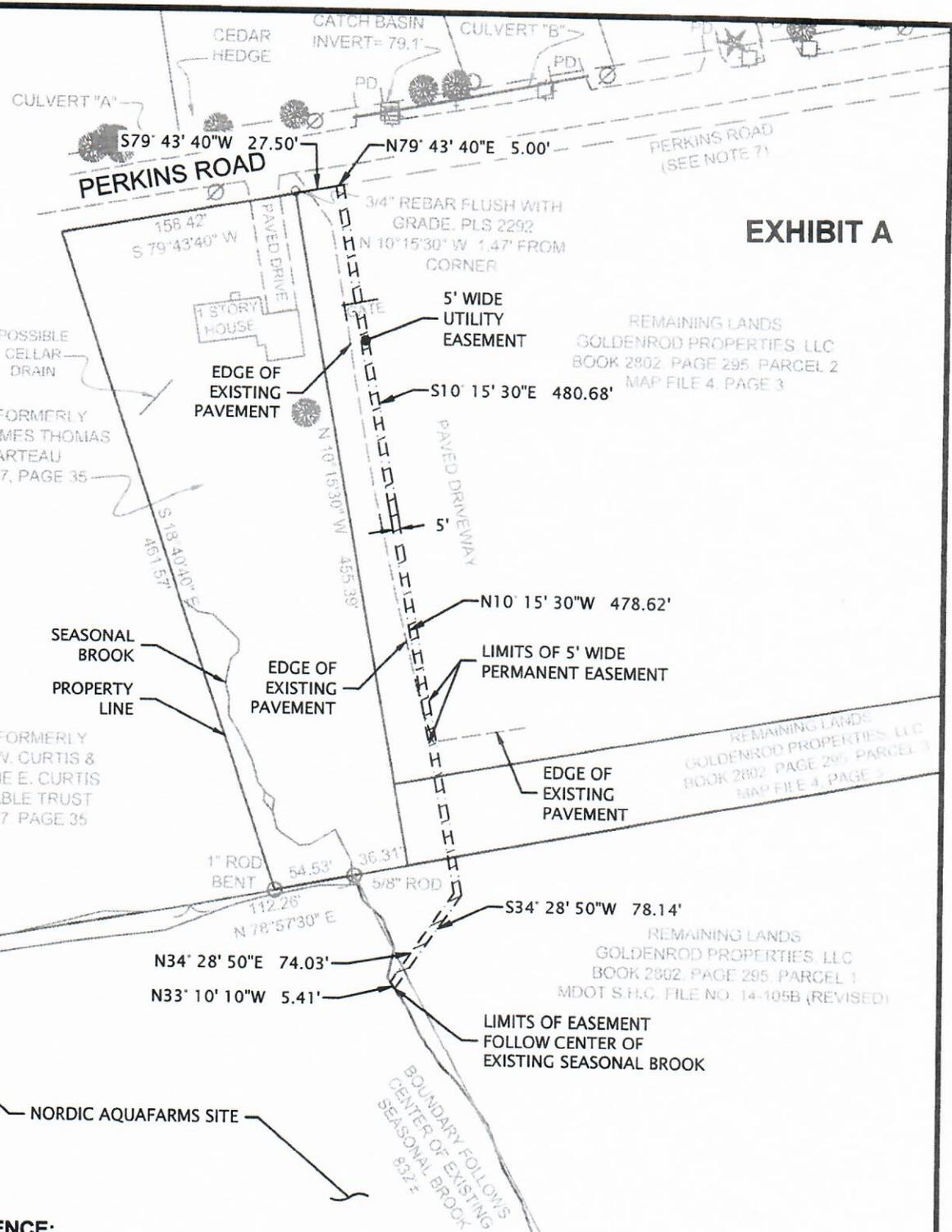


EXHIBIT A

NOW OR FORMERLY
LISA JO & JAMES THOMAS
DESMARTEAU
BOOK 4087, PAGE 35

NOW OR FORMERLY
RANDALL W. CURTIS &
JACQUELINE E. CURTIS
IRREVOCABLE TRUST
BOOK 4087 PAGE 35

REMAINING LANDS
GOLDENROD PROPERTIES, LLC
BOOK 2802 PAGE 295 PARCEL 2
MAP FILE 4, PAGE 3

REMAINING LANDS
GOLDENROD PROPERTIES, LLC
BOOK 2802 PAGE 295 PARCEL 3
MAP FILE 4, PAGE 3

REMAINING LANDS
GOLDENROD PROPERTIES, LLC
BOOK 2802 PAGE 295, PARCEL 1
MDOT S.H.C. FILE NO. 14-105B (REVISED)

PLAN REFERENCE:

THIS PLAN REFERENCES A PLAN TITLED: BOUNDARY & TOPOGRAPHIC SURVEY OF LANDS OF DESMARTEAU, PERKINS ROAD & PORTION OF LANDS OF GOLDENROD, LLC NORTHPORT AVENUE & PERKINS ROAD- BELFAST, MAINE FOR NORDIC AQUAFARMS AND SMRT. BY: GOOD DEEDS INC. DATED: 2-15-2019. SCALE: 1" = 100'. SHEET: 1 OF 1. DRAWING# 18018. MAINE COORDINATE SYSTEM OF 1983 EAST ZONE NAD83(2011)(EPOCH:2010.0000) U.S. SURVEY FEET ELEVATIONS- NAVD88 (GEOID12B).

**PERKINS ROAD
BELFAST, MAINE 04915**

**PROPOSED UTILITY EASEMENT FOR
NORDIC AQUAFARMS**



Atlantic Resource Consultants
Engineering Strategies and Solutions

DRAWN: MPV	DATE: 04/16/2019	FIGURE 1
DESIGNED: ADJ	SCALE: 1" = 100'	
CHECKED: ADJ	JOB NO. 18-041	
FILE NAME: SS Easement		

S:\18-041 Nordic Aquafarms\Drawings\18-041 SS Easement.dwg andy 4/17/2019 3:43 PM

Exhibit B

Sewer Easement Description Lands of Goldenrod Properties, LLC Perkins Road Belfast- Waldo County, Maine

A 5 foot wide easement, situate in Belfast, County of Waldo, State of Maine, extending from the southerly right of way line of Perkins Road in a generally southerly and then southwesterly direction to the center of an existing seasonal brook, which will be the easterly boundary of lands to be acquired by Nordic Aquafarms or their agent, the boundaries of said easement are more particularly described as follows:

Commencing at a three-quarter-inch diameter rebar PLS2292 found on the southerly side of Perkins Road;

thence South 10 degrees, 15 minutes, 30 seconds East a distance of 1.47 feet to a point on the southerly right of way line of said Perkins Road and at the northeasterly corner of lands described in a deed from Lisa Jo Desmarteau to Lisa Jo and James Thomas Desmarteau dated July 29, 2016 and recorded in the Waldo County Registry of Deeds Book 4087, Page 35;

thence following the southerly right of way line of Perkins Road, North 79 degrees, 43 minutes, 40 seconds East a distance of 27.50 feet to a point, being the **point of beginning** for this description;

thence following the southerly right of way line of Perkins Road, North 79 degrees, 43 minutes, 40 seconds East a distance of 5.00 feet to a point;

thence following a line parallel with and at all times 32.50 feet easterly of the easterly line of lands of said Desmarteau, South 10 degrees, 15 minutes, 30 seconds East a distance of 480.68 feet to a point (referred to below as segment 1);

thence South 34 degrees, 28 minutes, 50 seconds West a distance of 78.14 feet, more or less, to a point on the center of an existing seasonal brook (referred to below as segment 2);

thence following the center of the existing seasonal brook, which will be the easterly boundary of lands to be acquired by Nordic Aquafarms or their agent, in a generally northerly direction a distance of 5.5 feet, more or less, to a point being located North 33 degrees, 10 minutes, 10 seconds West a distance of 5.41 feet from the last referenced centerline point;

thence parallel with and at all times 5.00 feet northwesterly of segment 2, North 34 degrees, 28 minutes, 50 seconds East a distance of 74.03 feet to a point;

thence parallel with and at all times 5.00 feet westerly of segment 1, North 10 degrees, 15 minutes, 30 seconds West a distance of 478.62 feet to the point of beginning, enclosing 2766 square feet.

Being a portion of lands described in a deed from John G. and Scott Hawthorne to Goldenrod Properties, LLC dated August 10, 2005, and recorded in the Waldo County Registry of Deeds Book 2802, Page 295.

Bearings are oriented to the Maine Coordinate System NAD83(2011)(EPOCH:2010.0000), East Zone, U.S. Survey Feet based on a survey by Good Deeds Land Surveying performed in February 2019.

Clark Staples, PLS 2332
4/17/2019

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (this "Agreement"), dated as of this 6th day of August, 2018, is by and between **RICHARD AND JANET ECKROTE**, 42 Grandview Avenue, Lincoln Park, New Jersey 07035 (the "Seller"), and **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms AS, Oraveien 2, 1630 Gml Fredrikstad, Norway (the "Buyer").

RECITALS

A. Seller is the owner of approximately 2.78 acres of land located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and the building and improvements thereon, and all rights and interests appurtenant thereto (the "Premises").

B. Seller desires to sell and Buyer desires to purchase a perpetual, subsurface easement (the "Easement") under a portion of the Premises for the purpose of constructing, maintaining, owning and operating water pipes and related equipment (the "Utilities") on the terms and subject to the conditions set forth herein. The portion of the Premises that will be burdened by the Easement is referred to herein as the "Easement Area."

C. Accordingly, for the consideration hereinafter named, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED], as follows:

a. \$ [REDACTED] as security for Buyer's performance hereunder (together with all interest earned thereon, the "**Deposit**") within three (3) business days after the full execution of this Agreement to Seller's counsel, Lee Woodward, Jr. ("**Escrow Agent**"), who shall deposit it in a federally insured interest-bearing money market account and disburse it according to the terms of this Agreement. The Deposit shall be non-refundable to Buyer, except in the event of Seller's default hereunder, and shall be applied in reduction of the Purchase Price payable at the Closing or as otherwise provided under this Agreement.

b. \$ [REDACTED] cash proceeds on the Closing Date, in lawful currency of the United States of America in immediately available funds by certified funds or by wire transfer to an account or accounts designated by Seller.

c. In addition to the foregoing cash consideration, Buyer shall, at Buyer's expense, perform the various improvements listed in Section 3(b) below.

In addition to the Deposit, within three (3) business days after the full execution of this Agreement, Buyer shall also pay to Seller (or directly to Lee Woodward, Jr., for Seller's benefit), the sum of [REDACTED] as reimbursement for legal fees incurred by Seller in connection with the transaction memorialized by this Agreement.

2. Closing. The Closing shall occur on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto (the "Closing Date"), at Law Offices of Lee Woodward Jr., 56 Main Street, Belfast, Maine 04915, or such other location as mutually agreed by the parties. Buyer shall have the right to accelerate the Closing to an earlier date upon not less than ten (10) business days prior written notice to Seller.

3. Grant of Easement. (a) Easement Agreement. Seller shall convey the Easement to Buyer or its nominee or designee pursuant to mutually acceptable, commercially reasonable easement agreement (the "Easement Agreement") containing usual and customary terms for perpetual, subsurface utility easements, which shall include, without limitation, the right of Buyer and its contractors and agents to access the Premises with men, equipment and machinery, as reasonably necessary for the initial installation of the Utilities and related construction activities, (x) provided Buyer shall communicate with Seller and coordinate Buyer's activities so as to avoid unreasonable interference with Seller's use of the Premises (particularly to the extent any activities are undertaken during summer months when Seller and its guests or invitees are using the Premises); and (y) subject to Buyer's obligation to restore any portions of the Premises disturbed by such construction and to perform the improvements set forth in Section 3(b) below. The Easement Agreement shall convey a good and clear record and marketable title to the Easement, insurable on the current ALTA Standard Owners Form at standard rates, with standard printed exceptions for parties in possession and mechanics' liens deleted, free from all mortgages and monetary liens and all other encumbrances prohibiting or making unfeasible Buyer's use of the Easement for its intended purposes, and shall be in proper form for recording and shall be duly executed, acknowledged and delivered by Seller at the Closing. Seller shall obtain any third party consents that may be required to grant the Easement to Buyer, such as the consent of any mortgage lender. Buyer's counsel shall prepare the Easement Agreement for review and comment by Seller and Seller's counsel.

(b) Improvements to Seller's Premises. Buyer covenants to perform the following improvements to the Premises, at Buyer's cost and expense, either after the Closing and contemporaneously with Buyer's construction activities or during Buyer's diligence activities as Buyer deems expedient:

a. Install a new underground water pipe running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

b. Install a new underground electrical conduit running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

- c. Unearth and "reset" the two (2) existing drainage pipes under the existing driveway on the Premises.
- d. Remove the large oak tree overhanging the camp and thin out dead trees in the pine grove in the northwest part of the Premises.
- e. Place large, excavated stones to strengthen existing retaining walls, to the extent feasible and practicable.
- f. Dismantle the boathouse on the Premises and, upon Seller's request, and to the extent feasible and practicable, salvage old barn boards from the boathouse. In the event Seller elects to retain any salvaged barn boards, Seller shall be responsible to removing such boards from the Premises, and/or storing and securing such boards on Premises ty from Buyer, and acceptance of such boards by Seller shall be deemed a waiver of any claims against Buyer related thereto.
- g. Perform test bores in front of the garage on the Premises to determine the feasibility of installing a basement or septic system is feasible. Any reports produced in connection therewith shall be promptly delivered to Seller.
- h. Plant a reasonable amount of shrubbery on the new easement area after the installation and related work is complete.
- i. Add fresh gravel at the driveway entrance when the Buyer's construction is complete.

Notwithstanding anything to the contrary, if any of the foregoing improvements to be performed by Buyer for the benefit of Seller requires any governmental or regulatory approvals (including, without limitation, those related to work upon or impacting any wetlands), Seller shall be responsible for obtaining any such approval, at Seller's cost and expense. Seller and Buyer shall communicate, cooperate and coordinate so as to cause such work to be performed expeditiously and efficiently without interfering with Seller's use of the Premises or the pursuit of Buyer's installation of the Utilities in the Easement Area to facilitate Buyer's Project and/or Buyer's Project more generally.

4. Location of Easement Area. A drawing of the proposed location of the permanent Easement Area and a temporary construction easement area is attached hereto as Exhibit A. Seller and Buyer acknowledge and agree that the final location of the Easement Area (and corresponding temporary construction easement area) may be subject to adjustment based on the result of Buyer's inspections and to Buyer's receipt of all applicable governmental and regulatory approvals necessary for Buyer's use of the Easement for its intended purposes, provided Buyer agrees that the Easement Area shall be located to the south of the old barn and existing driveway entrance. If Buyer determines that it is impractical or not feasible to locate the Easement south of the old barn and existing driveway entrance, and the parties are unable to agree on another, mutually acceptable location, this Agreement shall terminate and the Deposit shall be retained by Seller.

5. Buyer's Inspections.

a. Seller acknowledges the Buyer intends to conduct certain investigations of the Premises to determine the suitability for Buyer's purposes, including title searches; obtaining a survey; geotechnical, environmental and hydrogeological tests (including geotechnical borings, sampling, and drilling); and determining the compliance of the Easement Area with all applicable laws, rules, codes and regulations. Buyer and Buyer's agents and contractors shall have the rights to enter onto the Premises with vehicles, equipment and machinery to conduct such inspections as Buyer deems appropriate, including for Buyer's engineering inspection(s), site evaluations, and such other inspections and investigations as Buyer deems appropriate.

b. Buyer shall provide reasonable notice of any such entry and coordinate the same with Seller so as to schedule its testing activities to the extent practical and feasible for times Seller and its invitees or guests are not using the Premises, and in all cases to avoid unreasonable interference with the use of the Premises by Seller, and its invitees or guests.

c. In conducting any inspections, Buyer and its agents and representatives: (i) (together with the equipment or machinery of any such party) shall have a license to access the Premises at all reasonable times for the purpose of conducting such inspections; (ii) not unreasonably interfere with Seller's use of the Premises and endeavor to schedule its testing activities for times Seller and its invites and guest are not using the Premises; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all inspections and tests, (v) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; and (vi) promptly repair any damage to the Premises not resulting from the actions of Seller or its invitees or guests, and restore any areas disturbed resulting directly from any such inspections, investigations or tests substantially to their condition prior to the performance of such due diligence.

d. In order to facilitate Buyer's due diligence, Seller will promptly upon Buyer's request therefor, supply Buyer with any and all information relating to the Premises (including, without limitation, title information, surveys, environmental reports, engineering studies, tax bills, legal notices, permits, approvals and such other information as Buyer may reasonably request) in Seller's possession or under Seller's control.

e. Except as arising from Seller's negligence, gross negligence, or willful misconduct or any matter arising from the mere discovery of a pre-existing condition at the Premises, Buyer hereby agrees to indemnify and hold Seller harmless from, all third-party claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions, and causes of action arising out of personal injury and/or property damage directly caused by any entry onto the Premises by, or any inspections or tests performed by Buyer, its agents, independent contractors, servants and/or employees.

f. Buyer shall obtain and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation; (ii) Commercial General Liability coverage with available limits of not less than \$2,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as Seller may reasonably require. Such policy(s) shall provide primary (and not merely contributory coverage) to Seller. Buyer shall provide Seller with evidence of such insurance policies upon the request of Seller.

6. Conditions to Closing

a. Buyer's Conditions to Closing. Without limiting any other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at or before the time of Closing of each of the following conditions (any of which may be waived in whole or in part by Buyer, in writing, at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Seller to perform its obligations rendered against Seller, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Seller shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

iii. Buyer shall have obtained all permits necessary or desirable for the development and operation of the land-based aquaculture facility that Buyer intends to construct across the public right-of-way from the Premises (the "Project"), and Buyer shall have determined, in its sole discretion, that the Easement Area is suitable for use in connection with the Project.

If any of Buyer's foregoing conditions is not fully satisfied on or before the Closing Date, Buyer shall have the option to either (x) terminate this Agreement by notice to Seller, in which event this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, and the Deposit shall be retained by Seller, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Seller of its obligations set forth in this

Agreement, Seller shall be deemed to be in default hereunder, in which event the provisions of Section 9 below shall apply.

b. Seller's Conditions to Closing. Without limiting any other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of the Closing of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Buyer to perform its obligations rendered against Buyer, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Buyer shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Buyer at or prior to Closing.

If any of Seller's foregoing conditions is not fully satisfied on or before the Closing Date, Seller shall have the option to either (x) terminate this Agreement by notice to Buyer, in which event the Deposit shall be retained by Seller, and this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Buyer of its obligations set forth in this Agreement, Buyer shall be deemed to be in default hereunder, in which event the provisions of Section 10 below shall apply.

c. Closing Costs. Each of Seller and Buyer shall be responsible for their own legal expenses incurred in connection with this Agreement. Seller and Buyer agree to allocate closing costs as follows:

i. Transfer/conveyance taxes (if applicable) shall be divided evenly between Seller and Buyer.

ii. Buyer's title insurance expenses and premiums shall be paid by Buyer.

iii. If applicable, the cost of an update to the most recent survey of the Easement Area or of a new survey and any related surveyor's certificate shall be paid by Buyer.

iv. The cost of preparation and recordation of any releases and termination statements as may be required in connection with the title policy described in Section 3 hereof shall be paid by Seller.

v. The cost of preparation of the Easement Agreement shall be paid by Buyer.

vi. The costs of performing Closing and of any escrow charges shall be paid by Buyer.

d. Condition of Premises at Closing and Closing Inspection. At Closing, but without limiting any of the other conditions to Closing hereunder, full possession of the Easement Area, free of all tenants and occupants and of all personal property located on Easement Area and owned by Seller is to be delivered to Buyer at the Closing, the Premises to be then in the same condition as on the date hereof, reasonable use and wear excepted. Buyer and its agents, employees, representatives or independent contractors shall be entitled to an inspection of the Easement Area prior to the Closing in order to determine whether the condition thereof complies with the terms of this Section.

7. Entire Agreement Herein. The parties understand and agree that their entire agreement is contained herein, and that no warranties, guarantees, statements, or representations shall be valid or binding on either party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement. This Agreement may be changed, modified, altered or terminated only by a written agreement signed by the parties hereto.

8. Condemnation. If all or a material part of the Easement Area is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Premises is threatened or commenced, Buyer may either terminate this Agreement (in which event Buyer shall be entitled to a return of the Deposit), or purchase the Easement Area (as may be relocated or adjusted pursuant the mutual agreement of Buyer and Seller) in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. Otherwise Buyer shall complete the transaction and shall receive an assignment of Seller's rights to the award therefor at Closing. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Easement Area, Seller shall credit the amount of said payments against the Purchase Price at the Closing. For the purposes hereof, a part of the Premises shall be deemed "material" if in Buyer's judgment the taking thereof would adversely affect the Easement Area's usefulness with respect to the Project and/or the Buyer's ability to pursue the Project.

9. Maintenance; New Leases or Agreements, Etc. Between the date hereof and the Closing:

a. Seller shall maintain the Easement Area in at least the same condition as the same is in at the date hereof, reasonable wear and tear and the consequences of any taking by eminent domain excepted. Seller shall maintain insurance on the Premises as currently insured.

b. Seller shall not enter into any lease, license or other occupancy agreement of all or any part of the Easement Area or any other agreement affecting the Easement Area, without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion).

c. Seller shall not make any commitments or representations to any governmental authorities, any adjoining property owners, and civic association or interest groups concerning the Easement Area to this Agreement that would be binding upon Buyer in any manner.

d. Seller shall promptly deliver to Buyer copies of any notices or other correspondence it receives from any governmental authorities regarding the Premises.

10. Default; Remedies. Either party shall be in default hereunder if they fail to fulfill their obligations as set forth in this Agreement.

a. In the event of a material default by Seller hereunder, Buyer shall have the right to exercise any one of the following as its sole and exclusive remedies:

i. terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and all obligations of the parties under this Agreement shall terminate;

ii. seek specific performance of this Agreement; or

iii. waive the default and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement.

b. In the event of a material default by Buyer hereunder, Seller shall have the right to terminate this Agreement by written notice to Buyer, in which event the Deposit shall be paid to Seller as its sole remedy, at law or in equity, and all obligations of the parties under this Agreement shall terminate.

11. Continuation of Representations, Indemnifications and Covenants. All provisions, covenants, representations, warranties, indemnifications and covenants of the parties contained herein are intended to be and shall remain true and correct as of the time of Closing.

12. Recording. It is agreed hereby that this Agreement shall not be filed for recording with the Register of Deeds for the County of Waldo or with any other governmental body but that a memorandum of this Agreement may be recorded at any party's request.

13. Notices. Any notice or communication which may be or is required to be given pursuant to the terms of this Agreement shall be in writing (from either a party hereto or its counsel) and shall be sent to the respective party at the address set forth in the first paragraph of this Agreement, by hand delivery, by postage prepaid certified mail, return receipt requested, by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed, or to such other address as either party may designate by notice similarly sent. Notices shall be effective upon receipt or attempted delivery if delivery is refused or the party no longer receives deliveries at said address and no new address has been given to the other party pursuant to this paragraph. A copy of any notice to Buyer shall also be simultaneously sent to Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attention: Daniel O. Gaquin, Esq. A copy of any notice to Seller shall also be simultaneously sent to Lee Woodward, Jr., Esquire, 56 Main Street, Belfast, ME 04915. Notices by any party may be sent by such party's counsel.

14. Broker. Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement and each party shall indemnify and save the other harmless from and against any claim arising from the breach of such representation by the indemnifying party. The provisions of this Section shall survive the Closing or, if applicable, the termination of this Agreement.

15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

16. Successors and Assigns.

a. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

b. Buyer may not assign this Agreement and the rights or benefits hereof, except that Buyer may assign this Agreement, without Seller's consent, to an entity that directly or indirectly controls, is controlled by or is under common control with Buyer or any institutional investor partner of Buyer. The term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

17. Governing Law. The laws of the State of Maine shall govern the validity, construction, enforcement and interpretation of this Agreement.

18. Title Matters. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Maine State Bar Association shall be governed by such standard to the extent applicable.

19. Multiple Counterparts. This Agreement may be executed in any number of

identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above.

SELLER: RE 8/6/18

RICHARD ECKROTE

Janet Eckrote 8/6/18

JANET ECKROTE

BUYER:

NORDIC AQUAFARMS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above.

SELLER:

At 8/6/18

RICHARD ECKROTE

Janet Eckrote 8/6/18

JANET ECKROTE

BUYER:

NORDIC AQUAFARMS, INC.

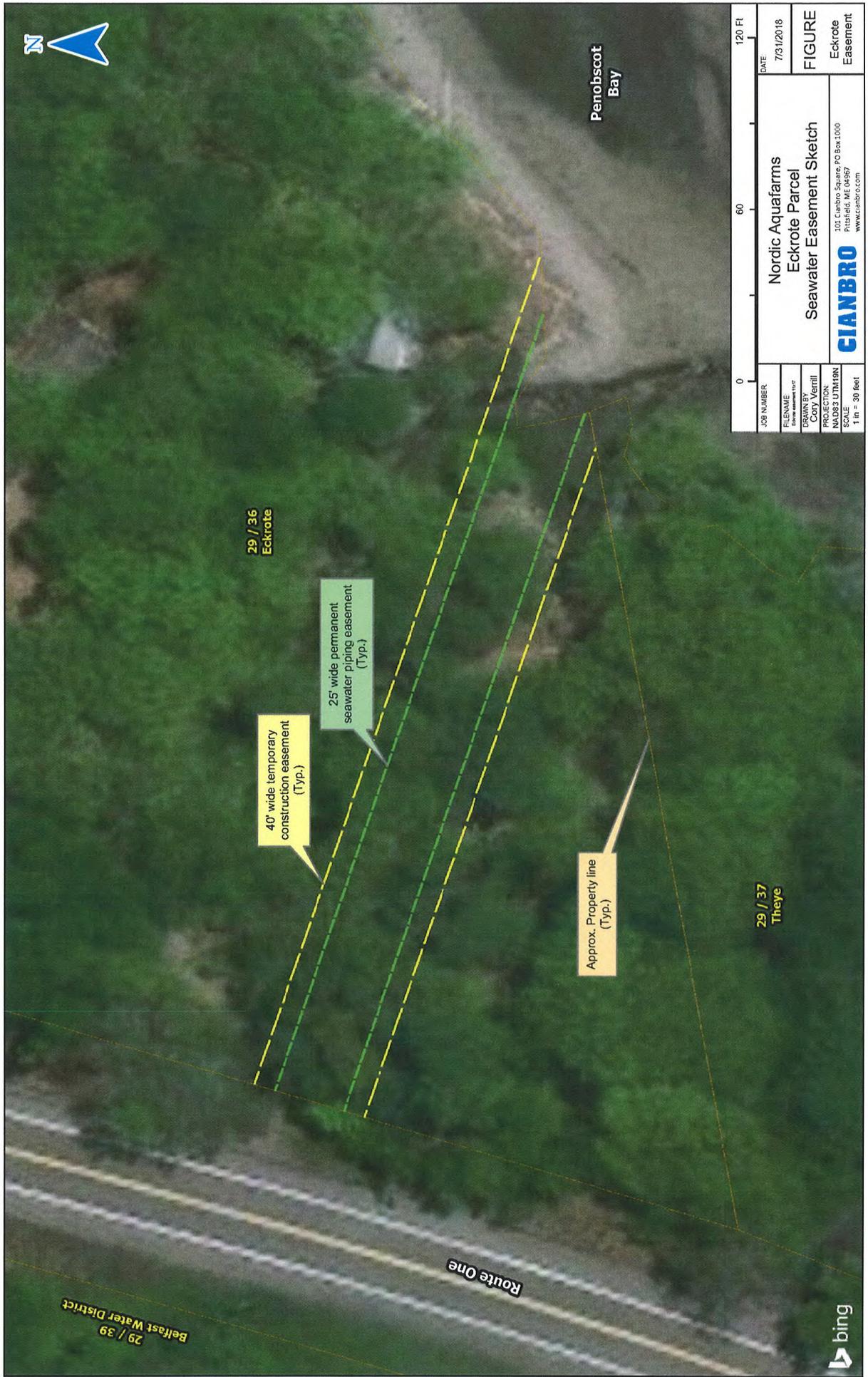
By: [Signature]

Name: ERIK HEIM

Title: CEO

Exhibit A

Proposed Easement Area



Penobscot Bay

29 / 39
Belfast Water District



JOB NUMBER	Nordic Aquafarms Eckrote Parcel Seawater Easement Sketch		FIGURE
REVISION	7/31/2018		Eckrote Easement
DRAWN BY	Cory Ventill		
PROJECTION	NAD83 UTM18N		
SCALE	1 in = 30 feet		
CIANBRO 101 Cianbro Square, P.O. Box 1,000 Pittsfield, ME 04967 www.cianbro.com			



March 3, 2019

Richard & Janet Eckrote
42 Grandview Ave.
Lincoln Park, NJ 07035

Re: Rights in Easement

Dear Mr. & Mrs. Eckrote:

This letter will follow up on the Easement Purchase and Sale Agreement you signed with Nordic Aquafarms, Inc. on August 6, 2018 (the "P&S"). As you know, the P&S discusses the location of where the easement is allowed, and includes an overhead map of the easement over the dry land, landward of the high tide line (the "upland").

The P&S discusses the location of the easement in the upland, carefully discussing the easement in relation to the driveway entrance and the old barn. These limits on the easement area were specifically detailed in the P&S because the placement of the easement in the upland was important to you, and Nordic Aquafarms was happy to accommodate those desires in the upland.

The P&S is clear that as long as Nordic Aquafarms avoids the driveway and the barn as agreed in the P&S, Nordic Aquafarms could build and site its pipes and related equipment anywhere in the wet sand ("intertidal zone") and within US Route 1 adjacent to or within your upland property (so long as the limits on impacts such as to your driveway are respected). You intended a broad easement over your property, including any rights you have to US Route 1 and the intertidal zone such that Nordic Aquafarms can build and site its pipes anywhere in those areas where you have rights.

You are also hereby amending provision 2. Closing to allow for closing "by January 1, 2020 or such other date as shall be mutually agreed by the parties hereto." This new language will replace the existing language of provision 2. Closing, which states "on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto."

By signing the acknowledgement on the accompanying page, this letter clarifies that the easement area delineated in the P&S includes the entirety of your rights in the intertidal zone and US Route 1 and amends the Closing Date.

Thank you for your cooperation.

Sincerely,

Erik Heim
Nordic Aquafarms, Inc.

Encl. (acknowledgement page)

Ed Cotter
Nordic Aquafarms, Inc.

Encl. (acknowledgement page)

ACKNOWLEDGEMENT

I have read the letter from Ed Cotter of Nordic Aquafarms, Inc. dated [insert], and agree:

Dated: 2/20/19

Dated: 2-28-19



Richard Eckrote



Janet Eckrote

March 22, 2019

Ms. Carol DiBello
Submerged Lands Coordinator
Department of Agriculture, Conservation & Forestry
Bureau of Parks and Land
22 State House Station
Augusta, ME 04333

RE: Supplemental Exhibits to Nordic Aquafarms Submerged Lands Lease Application

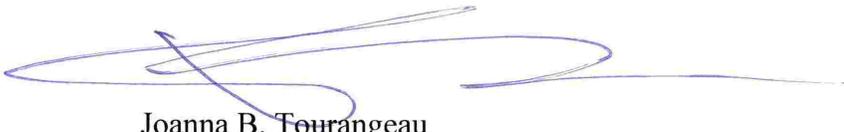
Dear Coordinator. DiBello:

Having completed the alternatives analysis required by the Maine Department of Environmental Protection and U.S. Army Corps of Engineers, Nordic Aquafarms hereby submits a reconfigured pipe run which is the preferred alternative NAF. The enclosed **Supplemental Exhibit F** shows the revised overhead view of the planned pipe run, together with its side profile. This reconfiguration should amend the existing submerged land lease application. As necessary, we also respectfully request inclusion of dredging rights for excavation of approximately 35,000 cubic yards excavated from a widened trench to account for saturated slopes and wash in during tide cycles. Approximately 25,000-30,000 cubic yards will be backfilled after pipes and anchors are installed and dependent upon how the saturated material compacts.

We also include herewith, a copy of a revision to the Easement Purchase Option Agreement with the Eckrotes that provides the clarification regarding NAF's rights to utilize the Eckrote's intertidal area as requested in your January 18, 2019 letter.

Please contact me with any questions and thank you for your kind assistance with this matter.

Sincerely,



Joanna B. Tourangeau

Encls.

CC: Nordic Aquafarms



March 3, 2019

Richard & Janet Eckrote
42 Grandview Ave.
Lincoln Park, NJ 07035

Re: Rights in Easement

Dear Mr. & Mrs. Eckrote:

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The P&S discusses the location of the easement in the upland, carefully discussing the easement in relation to the driveway entrance and the old barn. These limits on the easement area were specifically detailed in the P&S because the placement of the easement in the upland was important to you, and Nordic Aquafarms was happy to accommodate those desires in the upland.

The P&S is clear that as long as Nordic Aquafarms avoids the driveway and the barn as agreed in the P&S, Nordic Aquafarms could build and site its pipes and related equipment anywhere in the wet sand ("intertidal zone") and within US Route 1 adjacent to or within your upland property (so long as the limits on impacts such as to your driveway are respected). You intended a broad easement over your property, including any rights you have to US Route 1 and the intertidal zone such that Nordic Aquafarms can build and site its pipes anywhere in those areas where you have rights.

You are also hereby amending provision 2. Closing to allow for closing "by January 1, 2020 or such other date as shall be mutually agreed by the parties hereto." This new language will replace the existing language of provision 2. Closing, which states "on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto."

By signing the acknowledgement on the accompanying page, this letter clarifies that the easement area delineated in the P&S includes the entirety of your rights in the intertidal zone and US Route 1 and amends the Closing Date.

Thank you for your cooperation.

Sincerely,

Erik Heim
Nordic Aquafarms, Inc.

Encl. (acknowledgement page)

Ed Cotter
Nordic Aquafarms, Inc.

Encl. (acknowledgement page)

ACKNOWLEDGEMENT

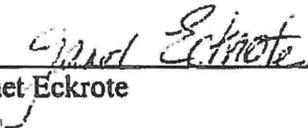
I have read the letter from Ed Cotter of Nordic Aquafarms, Inc. dated [insert], and agree:

Dated: 2/20/19

Dated: 2-28-19



Richard Eckrote



Janet Eckrote



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

October 10, 2018

Joanna Tourangeau, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland ME 04101

RE: Submerged Lands Application - Nordic Aquafarms, Inc.

Dear Ms. Tourangeau:

The Bureau of Parks and Lands (Bureau), within the Maine Department of Agriculture, Conservation and Forestry, has received your client's Submerged Lands Application to install pipes at its property in Belfast. Pursuant to Title 12 M.R.S.A., Section 1801 & 1862, the Bureau of Parks and Lands serves as trustee of submerged lands for the State of Maine. Submerged lands include all land below the mean low-water mark seaward to the 3-mile territorial state boundary, including all land below the mean low-water mark of tidal rivers upstream to the farthest natural reaches of the tides.

Because the proposal will involve new structures over 500 square feet in size on submerged lands, a lease from the Bureau is required. The lease gives your client the right to use submerged lands as proposed in the application for a term not exceeding 30 years. There is a 30-day review and public comment period to determine if the proposed use will not:

- unreasonably interfere with customary or traditional public access ways to, or public trust rights (fishing, fowling, recreation, and navigation) in, on or over the submerged lands;
- unreasonably interfere with fishing or other existing marine uses of the area;
- unreasonably diminish the availability of services and facilities necessary for commercial marine activities; and
- unreasonably interfere with ingress and egress of riparian owners

The public comment period ends on **November 9, 2018**. The request for a lease may be granted, granted with conditions, or denied. If the application is approved, a lease will be sent to your client for signature and payment. If we receive comments in opposition or the application is denied, we will issue our preliminary decision and there will be a 30-day reconsideration period.

THOMAS A. DESJARDIN, DIRECTOR
BUREAU OF PARKS & LANDS
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-3821
FAX: (207) 287-6170
WWW.MAINE.GOV/DACF/

Annual rent is charged for a lease and the minimum amount is \$150.00 per year. The submerged lands lease year runs from January 1st to December 31st with payment due February 1st of each year. Pro-rated rent for the current year is due and payable upon execution of the lease. Please note that any approval will be conditional upon the Bureau receiving proof of title, right or interest in the upland property. The Purchase and Sale agreement is adequate for processing of the application.

The lease fee for the proposed 15-foot-wide pipe corridor is calculated at a base rate of \$0.05/square foot (sf) of leased area plus an adjustment factor derived from the municipally assessed value of the adjacent upland lot. Based on this information, the estimated annual lease fee would be \$4,517.69 for 83,550 square feet of submerged lands. The lease fee may be adjusted once in every five-year period if the upland is reassessed by the municipality or to conform to applicable regulations and laws.

Additional information about the Submerged Lands Program is available on our website at www.maine.gov/dacf/publiclands. If you have any questions, please feel free to contact me at (207) 287-4922 or by email to carol.dibello@maine.gov. Thank you.

Sincerely,



Carol DiBello
Submerged Lands Coordinator

cc: Erik Heim (via email)



**Department of Agriculture, Conservation & Forestry
Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-3821**

**APPLICATION FOR SUBMERGED LANDS LEASE OR EASEMENT
PURSUANT TO TITLE 12 M.R.S.A. SECTION 1801 & 1862
NEW PIPE**

PLEASE TYPE OR PRINT:

1) Applicant Information:

A. Name of Applicant: Nordic Aquafarms, Inc.

B. Mailing Address: c/o Nordic Aquafarms AS Tel. No.: + 47 900 74 907

C. City: Fredrikstad State: Country: Norway Zip: Oraveien 2, 1630 Gml

D. Email Address: erik.heim@nordicaquafarms.com

Please check if you wish to receive correspondence via email.

E. Local Contact or Agent (Name, Address, Tel. No.): Joanna Tourangeau, Esq.,

Drummond Woodsum, 84 Marginal Way, Ste. 600 Portland, ME 04101, 207-772-1941.

2) General Information:

A. Structure Type: 3 continuous vulcanized HDPE pipes

B. Name of Coastal Wetland, Pond, Lake, River: Belfast Bay (within Penobscot Bay)

C. Physical Address or Nearest Road, Street, or Route No.: 282 Northport Avenue

D. City/Town: Belfast County: Waldo

E. Directions To The Site: From Belfast, take Route 1 southbound. # 282 is on the left.

3) Attachments:

- ✓ A. Attach as Exhibit #1, a map with the site location clearly marked. Acceptable maps are USGS topographic maps, or other maps of similar detail, such as the Maine Gazetteer Atlas Map (clear photocopies are acceptable provided they are labeled with the map name or map number).
- ✓ B. Attach as Exhibit #2, scale drawings of the site that show the proposed pipe location in detail. Include the following information:
- 1) Length and proposed location of pipe and other existing structure or structures.
 - 2) Show distances from property sidelines;
 - 3) Distances to structures on abutting properties that extend into the water;
 - 4) Location of property lines and names of shorefront abutters (both ends of pipe);
 - 5) Municipal map and lot number of properties for both ends of pipe;
 - 6) Location of high and low water lines;
 - 7) Scale of drawings.
- ✓ C. Attach as Exhibit #3, a copy of recorded deed, lease, easement, purchase agreement or other legal document establishing title, right or interest in the shorefront property. Please include documents showing title, right or interest for both terminal ends.
- ✓ D. Municipal tax map showing the properties at both ends of pipe and abutters shorefront properties. Draw the approximate location of the pipe on the tax map. **[Attached as Ex. 4]**
- ✓ E. Provide photographs of the site and adjacent waterfront (both sides) showing existing structures on adjacent properties such as piers, floats, or other uses of the water, such as buoys, channel markers, etc. **[Three photographs attached as Exs. 5A, 5B, 5C.]**
- ✓ F. Enclose the \$100 application fee that is required to process this application, made payable to: Treasurer, State of Maine. **[Check is enclosed.]**

4) Structure Information:

- A. Describe the proposed use of the pipe (for example: residential, commercial, public, etc.): Water supply and discharge to commercial aquaculture facility.
- B. What will the length of the pipe be that is below mean low water? 6,217 feet
- C. What will be the approximate diameter of the pipe? 2 pipes of 2 FT diameter; 1 pipe of 3 FT diameter; 15 FT width needed for the submerged land lease to situate pipes with space between them.
- D. What will be the estimated distance between your pipe and the next nearest structure that extends into the water? There are no structures nearby within a reasonable measuring distance; see attached email from Red Webster of Cianbro, dated Sept. 18, 2018 [Exhibit 6.]
- E. Will the pipe provide service to other residences properties besides yours? No.

5) Lot Information:

- A. Do you: own _____ lease _____ have an easement or option _____ on the shorefront properties?
Other (please describe) _____
List the municipal tax map numbers: End 1: Map # 29 Lot # 36.
End 2: Map # N/A Lot # N/A (terminates in water)
- B. Is there a customary or traditional public access way located on the property or in the project vicinity? If so, describe:
To the best of Applicant's knowledge, there is no public shore access on the property or in the vicinity.
- C. Describe the use of abutting properties (residential, commercial fishing, boatyard, etc.).
To the north and south, residences. To the west, a reservoir surrounded by walking trails and woods, which are being retained by the City for public use.
- D. Describe the present use of the submerged lands and waters in the project vicinity.
Address the following uses: commercial fishing, aquaculture, seasonal boating, general navigation, navigation channels, recreation, other uses.
Seasonal boating. To the best of Applicant's knowledge, no significant use by commercial fisherman or any other commercial endeavors.

List below the names and mailing addresses of the owners of abutting shorefront property.

NAME	MAILING ADDRESS
<u>Lyndon W. Morgan</u>	<u>1 Tozier Street Belfast, Maine 04915</u>
<u>Larry D. Theye</u>	<u>286 Northport Avenue Belfast, Maine 04915</u>

I authorize staff from the Departments of Agriculture, Conservation and Forestry, Marine Resources and Inland Fisheries and Wildlife to access the site in conjunction with this application and for the purpose of determining compliance with the Submerged Lands Rules.

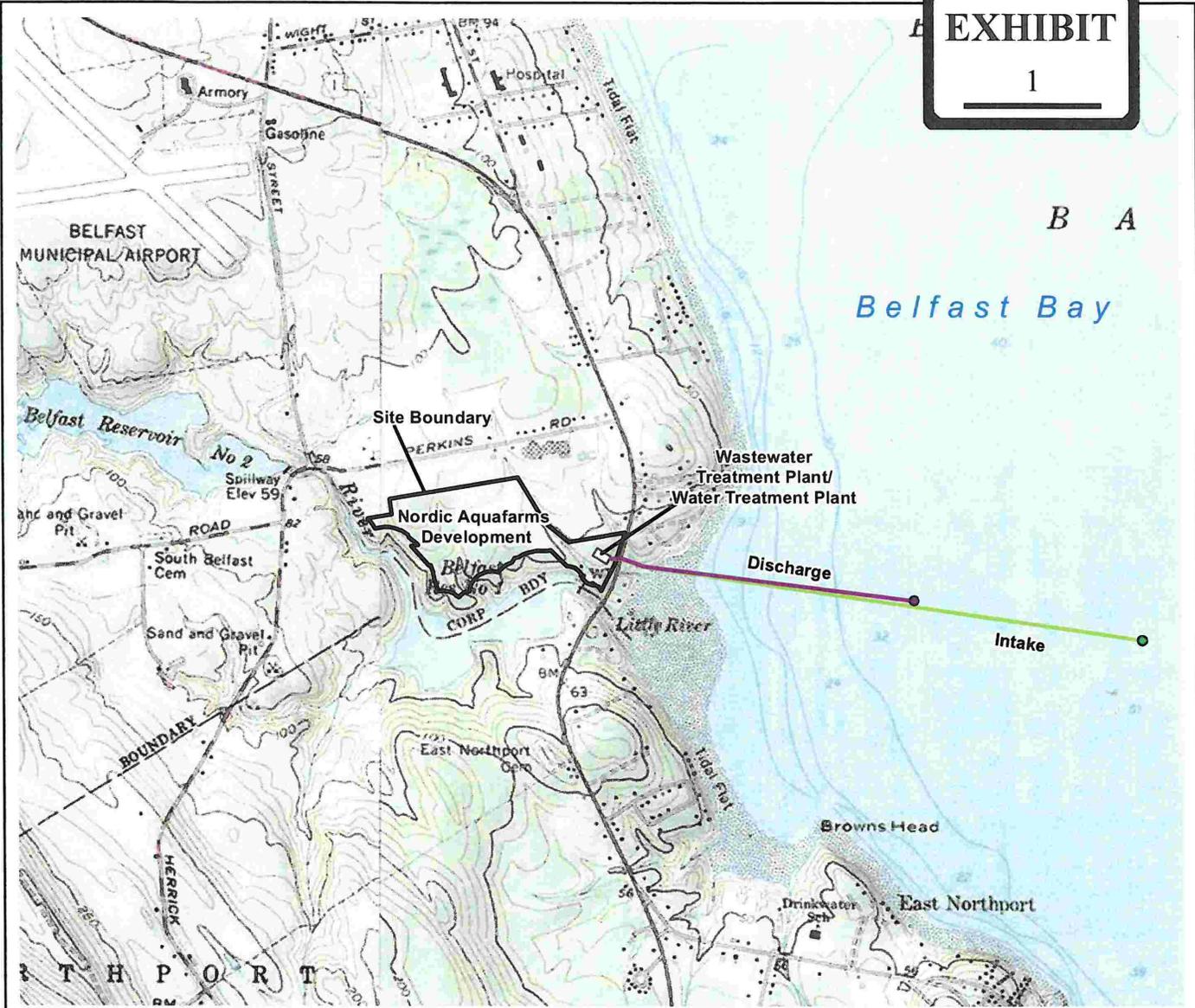
By signing below, as the applicant (or authorized agent), you certify that the information contained in this application and attached drawings is complete and accurate to the best of your knowledge.

DATE: 9/25/18 _____
SIGNATURE OF APPLICANT

If signature is other than applicant, attach letter of agent authorization signed by applicant. [Exhibit 7.]

Joanna B. Tourangeau, Attorney for Applicant
PRINT NAME AND TITLE

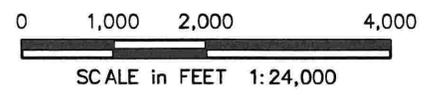
EXHIBIT
1



TAKEN FROM U.S.G.S. 7.5 MINUTE BELFAST AND SEASPORT, MAINE-1976 (REVISED 1979).

CONTOUR INTERVAL IS 20 FEET

SITE COORDINATES: LATITUDE 44° 23'43.8"N
LONGITUDE 68° 59'17.0"W



RANSOM Consulting Engineers and Scientists

SITE LOCATION MAP

PREPARED FOR:
NORDIC AQUAFARMS, INC.
159 HIGH STREET
PO BOX 283
BELFAST, MAINE

SITE:
**PROPOSED COMMERCIAL LAND-BASED
AQUACULTURE FACILITY
285 NORTHPORT AVENUE
BELFAST, MAINE**

PROJECT: 171.05027.008
FIGURE: 1

PM File: NAF-F1_SLM.mxd



EXHIBIT
2

29 / 40
Cassida

29 / 32
Giles

29 / 33
Kent

29 / 34
Helmers

29 / 35
Morgan

S 39d-49'-26"E 452.97'

N 31d-10'-24"E 481.03'

29 / 36
Eckrote

Approx. High Water

Approx. MLLW

Wastewater
Treatment Plant /
Water Treatment Plant

40' wide temporary
construction easement
(Typ.)

29 / 39
Belfast Water District

25' wide permanent
seawater piping easement
(Typ.)

Approx Shorefrontage 425'+/-

3,912ft Discharge Outfall to
68°58'25.45"W
44°23'39.81"N

Nordic
Aquafarms
Site Development

Route One

S 70d-54'-45"E 322.91'

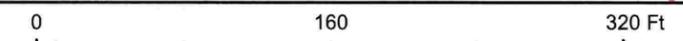
Property line
(Typ.)

29 / 37
Theye

6,818 ft Intake to
68° 57' 46" W
44° 23' 35" N

Penobscot
Bay

29 / 38
Mabee



JOB NUMBER:	Nordic Aquafarms Submerged Land Lease Application Site Map	DATE:
FILENAME: NAF AR3B E2b		9/20/2018
DRAWN BY: Cory Verrill		Exhibit
PROJECTION: NAD83 UTM19N		2b
SCALE: 1 in = 100 feet	 101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com	

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (this "Agreement"), dated as of this 6th day of August, 2018, is by and between **RICHARD AND JANET ECKROTE**, 42 Grandview Avenue, Lincoln Park, New Jersey 07035 (the "Seller"), and **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms AS, Oraveien 2, 1630 Gml Fredrikstad, Norway (the "Buyer").

RECITALS

A. Seller is the owner of approximately 2.78 acres of land located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and the building and improvements thereon, and all rights and interests appurtenant thereto (the "Premises").

B. Seller desires to sell and Buyer desires to purchase a perpetual, subsurface easement (the "Easement") under a portion of the Premises for the purpose of constructing, maintaining, owning and operating water pipes and related equipment (the "Utilities") on the terms and subject to the conditions set forth herein. The portion of the Premises that will be burdened by the Easement is referred to herein as the "Easement Area."

C. Accordingly, for the consideration hereinafter named, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED], as follows:

a. \$ [REDACTED] as security for Buyer's performance hereunder (together with all interest earned thereon, the "**Deposit**") within three (3) business days after the full execution of this Agreement to Seller's counsel, Lee Woodward, Jr. ("**Escrow Agent**"), who shall deposit it in a federally insured interest-bearing money market account and disburse it according to the terms of this Agreement. The Deposit shall be non-refundable to Buyer, except in the event of Seller's default hereunder, and shall be applied in reduction of the Purchase Price payable at the Closing or as otherwise provided under this Agreement.

b. \$ [REDACTED] cash proceeds on the Closing Date, in lawful currency of the United States of America in immediately available funds by certified funds or by wire transfer to an account or accounts designated by Seller.

c. In addition to the foregoing cash consideration, Buyer shall, at Buyer's expense, perform the various improvements listed in Section 3(b) below.

In addition to the Deposit, within three (3) business days after the full execution of this Agreement, Buyer shall also pay to Seller (or directly to Lee Woodward, Jr., for Seller's benefit), the sum of [REDACTED] as reimbursement for legal fees incurred by Seller in connection with the transaction memorialized by this Agreement.

2. Closing. The Closing shall occur on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto (the "Closing Date"), at Law Offices of Lee Woodward Jr., 56 Main Street, Belfast, Maine 04915, or such other location as mutually agreed by the parties. Buyer shall have the right to accelerate the Closing to an earlier date upon not less than ten (10) business days prior written notice to Seller.

3. Grant of Easement. (a) Easement Agreement. Seller shall convey the Easement to Buyer or its nominee or designee pursuant to mutually acceptable, commercially reasonable easement agreement (the "Easement Agreement") containing usual and customary terms for perpetual, subsurface utility easements, which shall include, without limitation, the right of Buyer and its contractors and agents to access the Premises with men, equipment and machinery, as reasonably necessary for the initial installation of the Utilities and related construction activities, (x) provided Buyer shall communicate with Seller and coordinate Buyer's activities so as to avoid unreasonable interference with Seller's use of the Premises (particularly to the extent any activities are undertaken during summer months when Seller and its guests or invitees are using the Premises); and (y) subject to Buyer's obligation to restore any portions of the Premises disturbed by such construction and to perform the improvements set forth in Section 3(b) below. The Easement Agreement shall convey a good and clear record and marketable title to the Easement, insurable on the current ALTA Standard Owners Form at standard rates, with standard printed exceptions for parties in possession and mechanics' liens deleted, free from all mortgages and monetary liens and all other encumbrances prohibiting or making unfeasible Buyer's use of the Easement for its intended purposes, and shall be in proper form for recording and shall be duly executed, acknowledged and delivered by Seller at the Closing. Seller shall obtain any third party consents that may be required to grant the Easement to Buyer, such as the consent of any mortgage lender. Buyer's counsel shall prepare the Easement Agreement for review and comment by Seller and Seller's counsel.

(b) Improvements to Seller's Premises. Buyer covenants to perform the following improvements to the Premises, at Buyer's cost and expense, either after the Closing and contemporaneously with Buyer's construction activities or during Buyer's diligence activities as Buyer deems expedient:

a. Install a new underground water pipe running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

b. Install a new underground electrical conduit running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

- c. Unearth and “reset” the two (2) existing drainage pipes under the existing driveway on the Premises.
- d. Remove the large oak tree overhanging the camp and thin out dead trees in the pine grove in the northwest part of the Premises.
- e. Place large, excavated stones to strengthen existing retaining walls, to the extent feasible and practicable.
- f. Dismantle the boathouse on the Premises and, upon Seller’s request, and to the extent feasible and practicable, salvage old barn boards from the boathouse. In the event Seller elects to retain any salvaged barn boards, Seller shall be responsible to removing such boards from the Premises, and/or storing and securing such boards on Premises ty from Buyer, and acceptance of such boards by Seller shall be deemed a waiver of any claims against Buyer related thereto.
- g. Perform test bores in front of the garage on the Premises to determine the feasibility of installing a basement or septic system is feasible. Any reports produced in connection therewith shall be promptly delivered to Seller.
- h. Plant a reasonable amount of shrubbery on the new easement area after the installation and related work is complete.
- i. Add fresh gravel at the driveway entrance when the Buyer’s construction is complete.

Notwithstanding anything to the contrary, if any of the foregoing improvements to be performed by Buyer for the benefit of Seller requires any governmental or regulatory approvals (including, without limitation, those related to work upon or impacting any wetlands), Seller shall be responsible for obtaining any such approval, at Seller’s cost and expense. Seller and Buyer shall communicate, cooperate and coordinate so as to cause such work to be performed expeditiously and efficiently without interfering with Seller’s use of the Premises or the pursuit of Buyer’s installation of the Utilities in the Easement Area to facilitate Buyer’s Project and/or Buyer’s Project more generally.

4. Location of Easement Area. A drawing of the proposed location of the permanent Easement Area and a temporary construction easement area is attached hereto as Exhibit A. Seller and Buyer acknowledge and agree that the final location of the Easement Area (and corresponding temporary construction easement area) may be subject to adjustment based on the result of Buyer’s inspections and to Buyer’s receipt of all applicable governmental and regulatory approvals necessary for Buyer’s use of the Easement for its intended purposes, provided Buyer agrees that the Easement Area shall be located to the south of the old barn and existing driveway entrance. If Buyer determines that it is impractical or not feasible to locate the Easement south of the old barn and existing driveway entrance, and the parties are unable to agree on another, mutually acceptable location, this Agreement shall terminate and the Deposit shall be retained by Seller.

5. Buyer's Inspections.

a. Seller acknowledges the Buyer intends to conduct certain investigations of the Premises to determine the suitability for Buyer's purposes, including title searches; obtaining a survey; geotechnical, environmental and hydrogeological tests (including geotechnical borings, sampling, and drilling); and determining the compliance of the Easement Area with all applicable laws, rules, codes and regulations. Buyer and Buyer's agents and contractors shall have the rights to enter onto the Premises with vehicles, equipment and machinery to conduct such inspections as Buyer deems appropriate, including for Buyer's engineering inspection(s), site evaluations, and such other inspections and investigations as Buyer deems appropriate.

b. Buyer shall provide reasonable notice of any such entry and coordinate the same with Seller so as to schedule its testing activities to the extent practical and feasible for times Seller and its invitees or guests are not using the Premises, and in all cases to avoid unreasonable interference with the use of the Premises by Seller, and its invitees or guests.

c. In conducting any inspections, Buyer and its agents and representatives: (i) (together with the equipment or machinery of any such party) shall have a license to access the Premises at all reasonable times for the purpose of conducting such inspections; (ii) not unreasonably interfere with Seller's use of the Premises and endeavor to schedule its testing activities for times Seller and its invites and guest are not using the Premises; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all inspections and tests, (v) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; and (vi) promptly repair any damage to the Premises not resulting from the actions of Seller or its invitees or guests, and restore any areas disturbed resulting directly from any such inspections, investigations or tests substantially to their condition prior to the performance of such due diligence.

d. In order to facilitate Buyer's due diligence, Seller will promptly upon Buyer's request therefor, supply Buyer with any and all information relating to the Premises (including, without limitation, title information, surveys, environmental reports, engineering studies, tax bills, legal notices, permits, approvals and such other information as Buyer may reasonably request) in Seller's possession or under Seller's control.

e. Except as arising from Seller's negligence, gross negligence, or willful misconduct or any matter arising from the mere discovery of a pre-existing condition at the Premises, Buyer hereby agrees to indemnify and hold Seller harmless from, all third-party claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions, and causes of action arising out of personal injury and/or property damage directly caused by any entry onto the Premises by, or any inspections or tests performed by Buyer, its agents, independent contractors, servants and/or employees.

f. Buyer shall obtain and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation; (ii) Commercial General Liability coverage with available limits of not less than \$2,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as Seller may reasonably require. Such policy(s) shall provide primary (and not merely contributory coverage) to Seller. Buyer shall provide Seller with evidence of such insurance policies upon the request of Seller.

6. Conditions to Closing

a. Buyer's Conditions to Closing. Without limiting any other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at or before the time of Closing of each of the following conditions (any of which may be waived in whole or in part by Buyer, in writing, at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Seller to perform its obligations rendered against Seller, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Seller shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

iii. Buyer shall have obtained all permits necessary or desirable for the development and operation of the land-based aquaculture facility that Buyer intends to construct across the public right-of-way from the Premises (the "Project"), and Buyer shall have determined, in its sole discretion, that the Easement Area is suitable for use in connection with the Project.

If any of Buyer's foregoing conditions is not fully satisfied on or before the Closing Date, Buyer shall have the option to either (x) terminate this Agreement by notice to Seller, in which event this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, and the Deposit shall be retained by Seller, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Seller of its obligations set forth in this

Agreement, Seller shall be deemed to be in default hereunder, in which event the provisions of Section 9 below shall apply.

b. Seller's Conditions to Closing. Without limiting any other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of the Closing of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Buyer to perform its obligations rendered against Buyer, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Buyer shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Buyer at or prior to Closing.

If any of Seller's foregoing conditions is not fully satisfied on or before the Closing Date, Seller shall have the option to either (x) terminate this Agreement by notice to Buyer, in which event the Deposit shall be retained by Seller, and this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Buyer of its obligations set forth in this Agreement, Buyer shall be deemed to be in default hereunder, in which event the provisions of Section 10 below shall apply.

c. Closing Costs. Each of Seller and Buyer shall be responsible for their own legal expenses incurred in connection with this Agreement. Seller and Buyer agree to allocate closing costs as follows:

i. Transfer/conveyance taxes (if applicable) shall be divided evenly between Seller and Buyer.

ii. Buyer's title insurance expenses and premiums shall be paid by Buyer.

iii. If applicable, the cost of an update to the most recent survey of the Easement Area or of a new survey and any related surveyor's certificate shall be paid by Buyer.

iv. The cost of preparation and recordation of any releases and termination statements as may be required in connection with the title policy described in Section 3 hereof shall be paid by Seller.

v. The cost of preparation of the Easement Agreement shall be paid by Buyer.

vi. The costs of performing Closing and of any escrow charges shall be paid by Buyer.

d. Condition of Premises at Closing and Closing Inspection. At Closing, but without limiting any of the other conditions to Closing hereunder, full possession of the Easement Area, free of all tenants and occupants and of all personal property located on Easement Area and owned by Seller is to be delivered to Buyer at the Closing, the Premises to be then in the same condition as on the date hereof, reasonable use and wear excepted. Buyer and its agents, employees, representatives or independent contractors shall be entitled to an inspection of the Easement Area prior to the Closing in order to determine whether the condition thereof complies with the terms of this Section.

7. Entire Agreement Herein. The parties understand and agree that their entire agreement is contained herein, and that no warranties, guarantees, statements, or representations shall be valid or binding on either party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement. This Agreement may be changed, modified, altered or terminated only by a written agreement signed by the parties hereto.

8. Condemnation. If all or a material part of the Easement Area is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Premises is threatened or commenced, Buyer may either terminate this Agreement (in which event Buyer shall be entitled to a return of the Deposit), or purchase the Easement Area (as may be relocated or adjusted pursuant the mutual agreement of Buyer and Seller) in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. Otherwise Buyer shall complete the transaction and shall receive an assignment of Seller's rights to the award therefor at Closing. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Easement Area, Seller shall credit the amount of said payments against the Purchase Price at the Closing. For the purposes hereof, a part of the Premises shall be deemed "material" if in Buyer's judgment the taking thereof would adversely affect the Easement Area's usefulness with respect to the Project and/or the Buyer's ability to pursue the Project.

9. Maintenance; New Leases or Agreements, Etc. Between the date hereof and the Closing:

a. Seller shall maintain the Easement Area in at least the same condition as the same is in at the date hereof, reasonable wear and tear and the consequences of any taking by eminent domain excepted. Seller shall maintain insurance on the Premises as currently insured.

b. Seller shall not enter into any lease, license or other occupancy agreement of all or any part of the Easement Area or any other agreement affecting the Easement Area, without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion).

c. Seller shall not make any commitments or representations to any governmental authorities, any adjoining property owners, and civic association or interest groups concerning the Easement Area to this Agreement that would be binding upon Buyer in any manner.

d. Seller shall promptly deliver to Buyer copies of any notices or other correspondence it receives from any governmental authorities regarding the Premises.

10. Default; Remedies. Either party shall be in default hereunder if they fail to fulfill their obligations as set forth in this Agreement.

a. In the event of a material default by Seller hereunder, Buyer shall have the right to exercise any one of the following as its sole and exclusive remedies:

i. terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and all obligations of the parties under this Agreement shall terminate;

ii. seek specific performance of this Agreement; or

iii. waive the default and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement.

b. In the event of a material default by Buyer hereunder, Seller shall have the right to terminate this Agreement by written notice to Buyer, in which event the Deposit shall be paid to Seller as its sole remedy, at law or in equity, and all obligations of the parties under this Agreement shall terminate.

11. Continuation of Representations, Indemnifications and Covenants. All provisions, covenants, representations, warranties, indemnifications and covenants of the parties contained herein are intended to be and shall remain true and correct as of the time of Closing.

12. Recording. It is agreed hereby that this Agreement shall not be filed for recording with the Register of Deeds for the County of Waldo or with any other governmental body but that a memorandum of this Agreement may be recorded at any party's request.

13. Notices. Any notice or communication which may be or is required to be given pursuant to the terms of this Agreement shall be in writing (from either a party hereto or its counsel) and shall be sent to the respective party at the address set forth in the first paragraph of this Agreement, by hand delivery, by postage prepaid certified mail, return receipt requested, by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed, or to such other address as either party may designate by notice similarly sent. Notices shall be effective upon receipt or attempted delivery if delivery is refused or the party no longer receives deliveries at said address and no new address has been given to the other party pursuant to this paragraph. A copy of any notice to Buyer shall also be simultaneously sent to Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attention: Daniel O. Gaquin, Esq. A copy of any notice to Seller shall also be simultaneously sent to Lee Woodward, Jr., Esquire, 56 Main Street, Belfast, ME 04915. Notices by any party may be sent by such party's counsel.

14. Broker. Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement and each party shall indemnify and save the other harmless from and against any claim arising from the breach of such representation by the indemnifying party. The provisions of this Section shall survive the Closing or, if applicable, the termination of this Agreement.

15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

16. Successors and Assigns.

a. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

b. Buyer may not assign this Agreement and the rights or benefits hereof, except that Buyer may assign this Agreement, without Seller's consent, to an entity that directly or indirectly controls, is controlled by or is under common control with Buyer or any institutional investor partner of Buyer. The term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

17. Governing Law. The laws of the State of Maine shall govern the validity, construction, enforcement and interpretation of this Agreement.

18. Title Matters. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Maine State Bar Association shall be governed by such standard to the extent applicable.

19. Multiple Counterparts. This Agreement may be executed in any number of

identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above

SELLER

R 8/6/18

RICHARD ECKROTE

JANET ECKROTE

Janet Eckrote 8/6/18

BUYER

NORDIC AQUAFARMS, INC

By _____
Name
Title

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above

SELLER:

8/6/18

RICHARD ECKROTE

Janet Eckrote

8/6/18

JANET ECKROTE

BUYER:

NORDIC AQUA FARMS, INC.

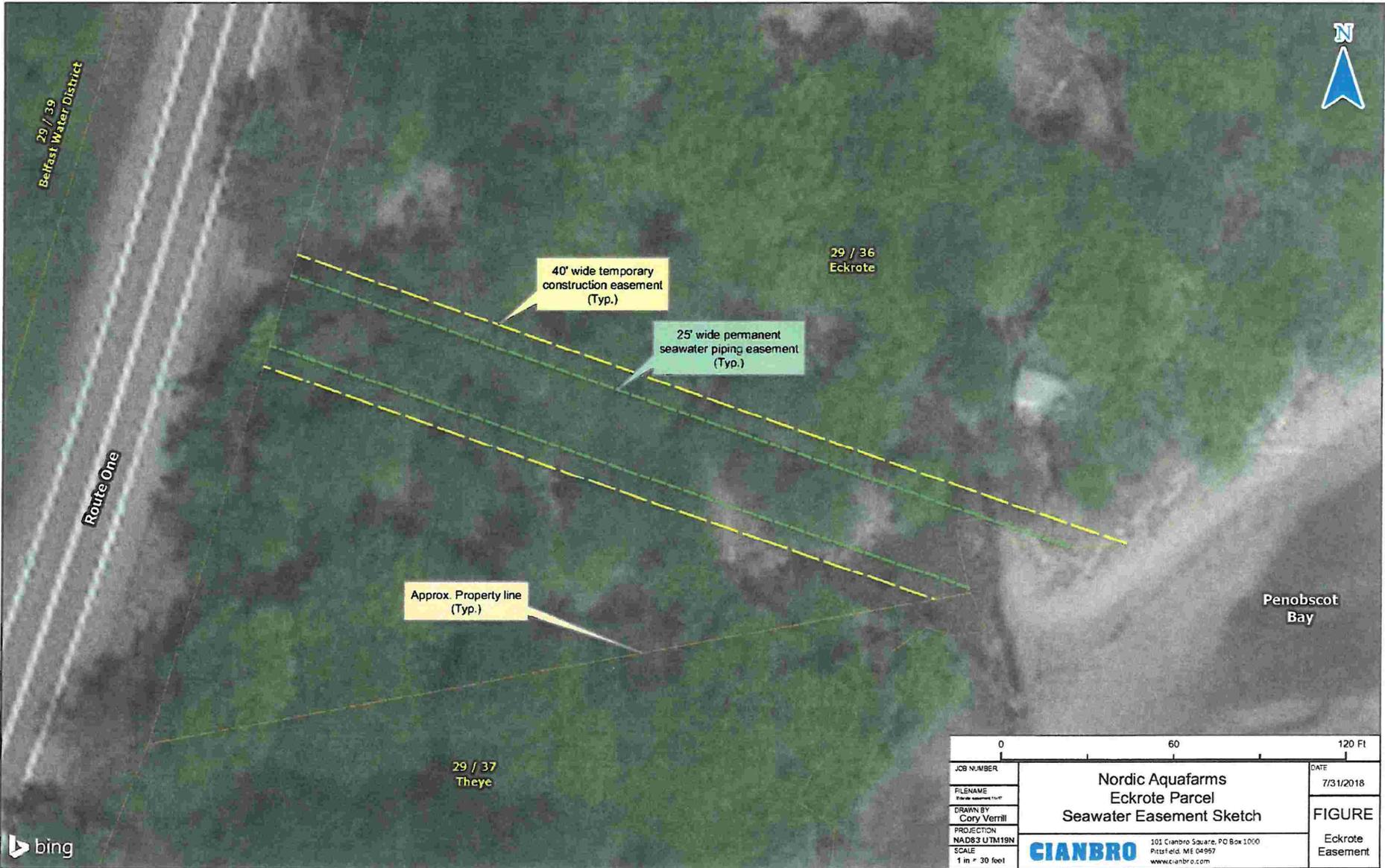
By

Name: Eric Heim

Title: CEO

Exhibit A

Proposed Easement Area



0		60		120 Ft	
JOB NUMBER	Nordic Aquafarms Eckrote Parcel Seawater Easement Sketch				DATE
FILENAME Eckrote Easement 10/18					7/31/2018
DRAWN BY Cory Verrill	 101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com				FIGURE
PROJECTION NAD83 UTM19N					Eckrote Easement
SCALE 1 in = 30 feet					

EXHIBIT
4



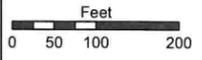
SEE MAP 4

SHEET 4

SHEET 30

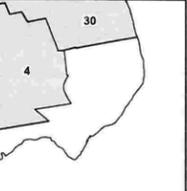


CITY OF BELFAST
WALDO COUNTY
MAINE



LEGEND

- Parcel
- Road
- Water
- Dam
- Condos
- Streams
- Cemetery
- Easement/ROW
- Parcel Hook
- Road
- Sublot Line
- Utility



For Assessment Purposes. Not to be used for conveyances.

Origo Spatial Systems, Inc.

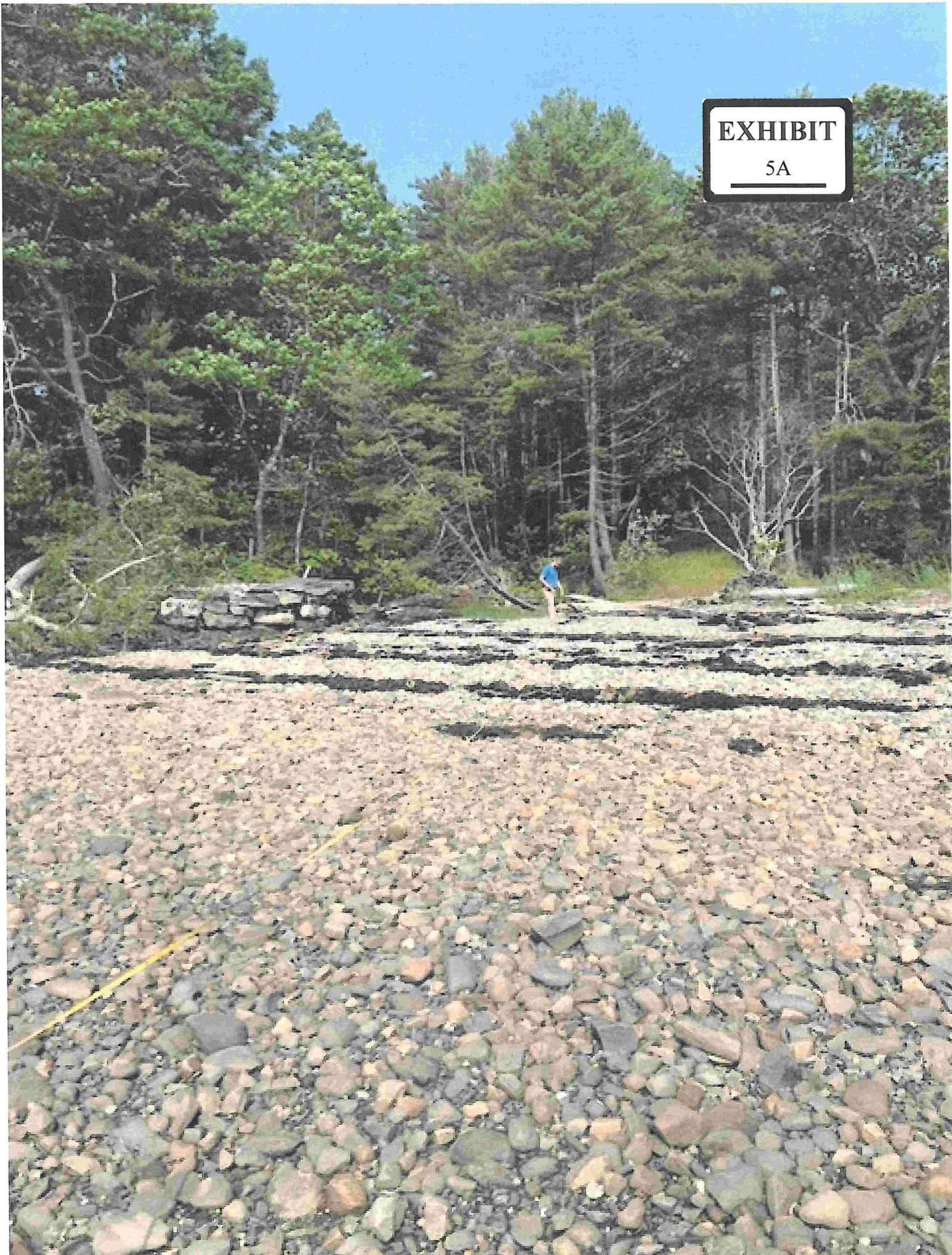


Map 29

Printed: 3/2/2016
Effective Date: 4/1/2015

EXHIBIT

5A



EXHIBIT

5B

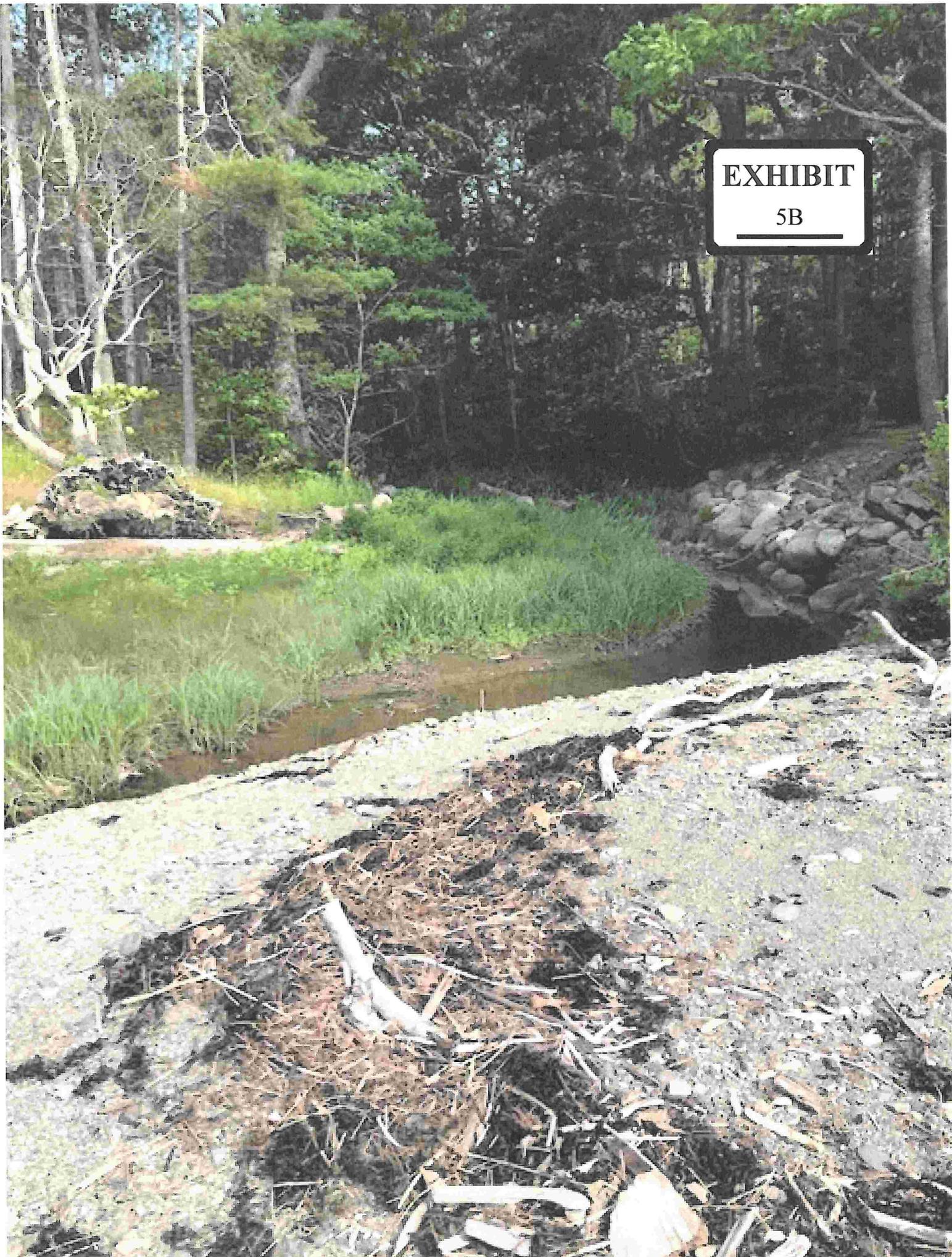


EXHIBIT
5C



Timothy E. Steigelman

From: Red Webster <RWEBSTER@cianbro.com>
Sent: Tuesday, September 18, 2018 3:39 PM
To: Timothy E. Steigelman; 'elizabeth.ransom@ransomenv.com'
Cc: Joanna B. Tourangeau
Subject: RE: Submerged land info (Belfast)

I sent you some pics – regarding the last note, my view is... there are no waterborne structures or objects within a reasonably measureable distance from our submerged route.

Red Webster

Sr. Project Manager
Cell (207) 416-9148

CIANBRO

CIANBRO CORPORATION
101 Cianbro Square
P.O. Box 1000
Pittsfield, Maine 04967

www.cianbro.com

Timothy E. Steigelman

EXHIBIT

7

From: Erik Heim <erik.heim@nordicaquafarms.com>
Sent: Monday, September 24, 2018 2:57 PM
To: Joanna B. Tourangeau
Cc: Timothy E. Steigelman
Subject: Re: Submerged Lands Lease

Hi Joanna,

You are authorized to sign the application.

Best regards,

Erik Heim
CEO
Nordic Aquafarms AS
Øraveien 2, 1630 Gml Fredrikstad
Norway

Mobile +47 900 74 907
E-mail / Skype : erik.heim@nordicaquafarms.com



Fra: "Joanna B. Tourangeau" <JTourangeau@dwmlaw.com>
Dato: mandag 24. september 2018 20:27
Til: Erik Heim <erik.heim@nordicaquafarms.com>
Kopi: "Timothy E. Steigelman" <TSteigelman@dwmlaw.com>
Emne: Submerged Lands Lease

Erik:

By reply email would you please confirm that I am authorized to sign an application for a submerged land lease from the State of Maine Bureau of Parks and Lands for installation of an intake and outfall for the Nordic Aquafarms facility in Belfast, Maine. The application requires this written authorization.

Best,

Joanna B. Tourangeau
Attorney
207.253.0567 Direct | 207.939.4224 Cell
JTourangeau@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480
800.727.1941 | 207.772.3627 Fax | dwmlaw.com



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CITY OF BELFAST, MAINE 04915

Public Works

Tel: 338-2375
Fax: 338-0251

115 Congress St.

City Hall

131 Church Street

Tel: (207) 338-3370
Fax: (207) 338-6222

Permit to Open Street

I, Nordic Aquafarms, Inc. agree to repair any and all damage done to

Northport Avenue (US Route 1) approximately 50 feet north of the centerline of the Water District entrance for a length of approximately 150 feet north for the full pavement width of approximately 44 feet. (150' x 44')

(sidewalk, street/road) during the construction or utilities to be installed for the

Nordic Aquafarms aquaculture project.

I agree to completely backfill all trenches excavated across US Route 1 (At these locations)

All these will be repaired back to the original design when project is completed unless approved by the City of Belfast.

Date February 13, 2019

Signed: 
Owner or Project Manager

Phone: (860) 625-1908

Ed Cotter, Project Director - Nordic Aquafarms, Inc.
Print Name

Calculated and reviewed By:

Signed: 
Public Works Director or Agent

Permit Fee: \$

Paid: \$ _____ Check # _____
Method of Payment

Fee = 150' x 44' / 9 x .165 x \$800 = \$96,800

Permits are calculated on the following: Needs at least 4" of Pavement back in trench
And 24" of 4" gravel compacted.

Length X Width divided by 9 X .165 X \$800.00 = Permit Fee

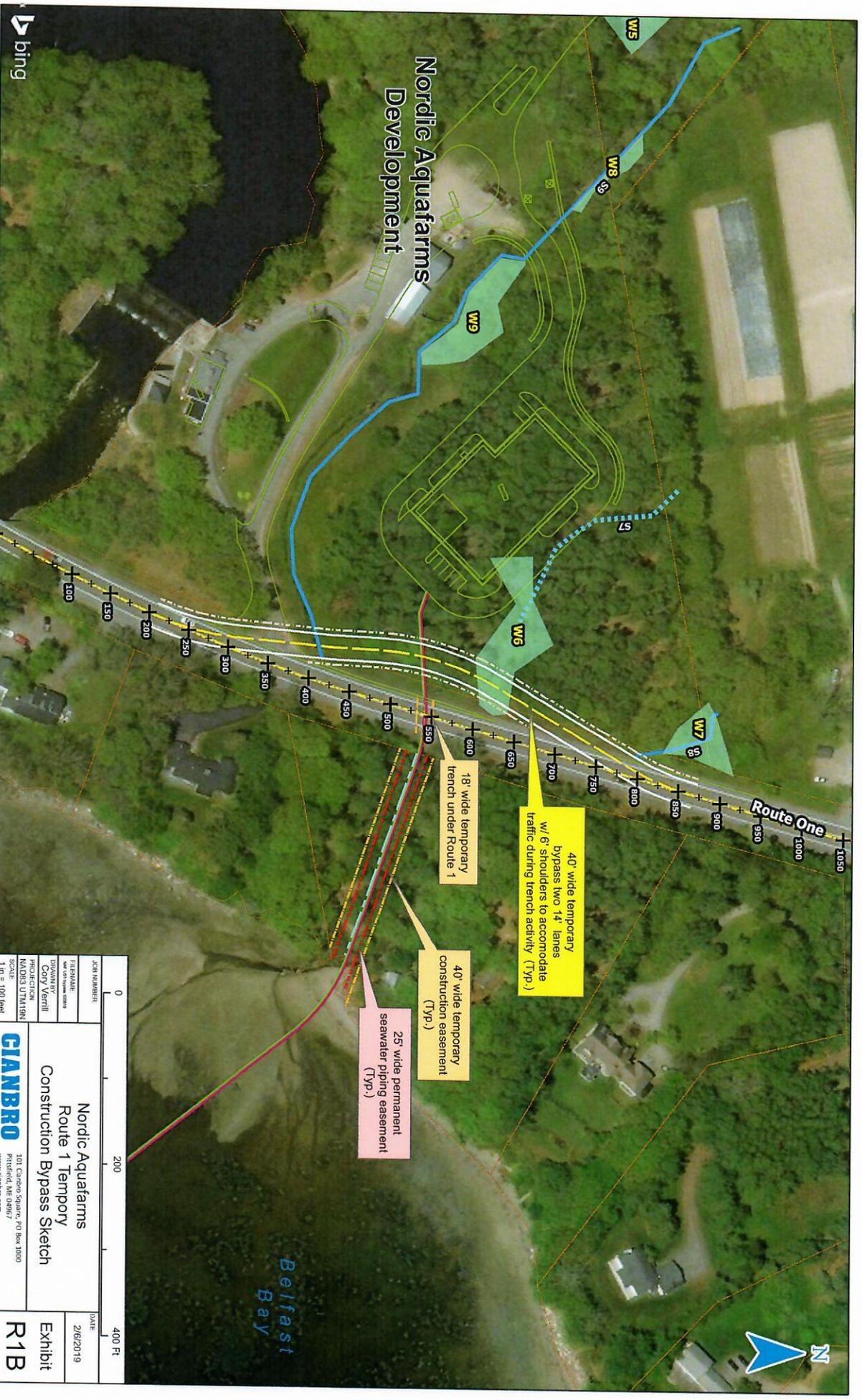
A minimum fee of \$1,000.00 per opening will be charged regardless of calculated fee.

Permit fee is refundable after completion of project and a final inspection by Public Works Director. Project must be found to be satisfactory to the City of Belfast.

REFUND POLICY: All permits issued between October 15th and May 15th, the fees

will be held until after May 15th when a final inspection can be completed. (This is to allow for ground frost and any settling of the trenches)

CC: City Clerk's Office and Planning & Development Office



**ADDITIONAL TERMS AND CONDITIONS
CONDITIONAL ROAD OPENING PERMIT TO NORDIC AQUAFARMS
ISSUED BY BOB RICHARDS, PUBLIC WORKS DIRECTOR
FEBRUARY 20, 2019**

Bob Richards, Public Works Director, City of Belfast, has reviewed the February 13, 2019 Road Opening Permit application submitted by Nordic Aquafarms. He has approved the Conditional Issuance of this Permit and has signed the Permit application on behalf of the City. City issuance of the Conditional Road Opening Permit is subject to Nordic Aquafarms complying with the following Additional Terms and Conditions.

1. Nordic Aquafarms shall provide the City detailed engineering and construction plans for the installation of two discharge pipes and 1 intake pipe for all areas located within the City right-of-way for Northport Avenue (Route One). Nordic Aquafarms shall provide said plans to the City a minimum of twenty-one calendar days prior to the start of any construction. The City will review the construction plans and identify any concerns that it may have regarding the proposed construction. The City Director of Public Works must approve the construction and engineering plans before Nordic Aquafarms can initiate any construction. The construction and engineering plans, at a minimum, shall include the following information:
 - 1.1 The location and depth of the installed pipes.
 - 1.2 The location and size/width of the trench cut on Northport Avenue.
 - 1.3 Description of fill materials that will be installed in the trench cut, particularly the top 3 feet of the cut, and how said materials will be compacted.
 - 1.4 Description of how replacement paving will be installed, including the type of pavement materials and the thickness of the pavement. City requires the replacement asphalt that is installed to be equal to the depth and quality of existing pavement, and will make the final determination regarding the depth of replacement asphalt that must be installed after inspecting the road cut made during project construction.
 - 1.5 Plans must identify the location of other utilities in the road, such as the existing water line, and other infrastructure within the road right-of-way, such as culverts, drainage swales, utility poles and the like, and how the project will avoid adverse impacts to said utilities.
 - 1.6 The plan must identify erosion control measures that will be installed and how the contractor will maintain the erosion control measures during project construction.
2. The engineering and construction plans (reference 1 above) submitted by Nordic Aquafarms shall include a narrative description that, at a minimum, addresses the following concerns:
 - 2.1 Description of when construction will occur. City prefers that construction occur before Memorial Day or after Labor Day. If construction is proposed between Memorial Day and Labor Day, Nordic Aquafarms shall be required to demonstrate why construction needs to occur during that time period and measures that Nordic Aquafarm shall take to

address public safety and traffic concerns associated with the increased traffic volumes that occur during that time of year.

- 2.2 A description of the length of time to complete construction and a schedule for all construction activities. The schedule also shall identify any proposed construction activities that would occur at night and how Nordic Aquafarms would conduct night-time activities, including how the potential adverse impacts on area residents from night-time construction would be addressed.
 - 2.3 The project construction narrative must identify a traffic management program. The program must identify who will perform these services and devices that will be used to safely manage traffic.
 - 2.4 The narrative must identify the contractor that Nordic Aquafarms will engage to perform project construction work. The City shall be provided a list of contact information for all persons involved with project construction, including a 24 hour emergency contact person.
3. Nordic Aquafarms, upon final City approval of this Conditionally issued permit, and prior to the start of any construction, shall provide the City a check for the total amount of the 'escrow account' associated with issuance of a permit. The estimated amount of this fee is \$96,800; reference Conditional Permit Application. The Public Works Director, in his review of the final project construction and engineering plans referenced in 1 above, shall determine if this estimated fee is accurate or if any adjustments to the amount of the fee (greater or lesser amount) are warranted. Post completion of project construction, the City Public Works Director shall determine when or if it is appropriate to release any or all of the funds in this 'escrow account', or if the City must use any or all of the funds to make repairs to the construction work performed by Nordic Aquafarms and its contractor(s).
 4. The Public Works Director, at his discretion, shall have the authority to engage the services of City Engineer, Olver Associates, to conduct a peer review of the adequacy of the construction and engineering plans (reference 1 above) prepared by Nordic Aquafarms. If the Public Works Director deems that a peer review is warranted, Nordic Aquafarms shall be responsible for paying any and all costs associated with the services provided to the City by Olver Associates. If the Public Works Director chooses to require a peer review, Nordic Aquafarms shall provide the City a check in the amount of the estimated cost of such services at the time that the Public Works Director determines the services are necessary. If the cost of services provided by City Engineer exceeds the estimated cost of services, Nordic Aquafarms shall be responsible for paying all additional costs incurred by the City. If the cost of services are less than the estimated cost, the City shall return all unexpended funds to Nordic Aquafarms.
 5. The Public Works Director, at his discretion, shall have the authority to engage the services of City Engineer, likely Olver Associates, to inspect project construction performed by Nordic Aquafarms and its contractor(s) associated with the installation of the intake and discharge pipes in the City right-of-way and the repair of the existing road and infrastructure, and to assess if said work satisfies City requirements. If the Public Works Director deems that inspection services are warranted, Nordic Aquafarms shall be responsible for paying any and all costs associated with the services provided to the City by

the engineering firm selected by the City. If the Public Works Director chooses to require inspection services be provided by City Engineer, Nordic Aquafarms shall provide the City a check in the amount of the estimated cost of such services at the time that the Public Works Director determines the services are necessary. If the cost of services provided by City Engineer exceeds the estimated cost of services, Nordic Aquafarms shall be responsible for paying all additional costs incurred by the City. If the cost of services are less than the estimated cost, the City shall return all unexpended funds to Nordic Aquafarms.

6. It is expressly understood that City issuance of this Conditional Road Opening Permit is based upon information provided to the City by Nordic Aquafarms in their February 13, 2019 Road Opening Permit application. The City, following its review of the additional information that must be submitted by Nordic Aquafarms to satisfy requirements of this Permit application and the accompanying Additional Terms and Conditions, shall have the authority to revise any or all of the Additional Terms and Conditions identified in this Conditional Permit issued on February 20, 2019, and to establish any new Terms and Conditions that should apply to the final Road Opening Permit.

CITY OF BELFAST, MAINE 04915

Public Works

Tel: 338-2375
Fax: 338-0251

115 Congress St.

City Hall

131 Church Street

Tel: (207) 338-3370
Fax: (207) 338-6222

Permit to Open Street

I, Nordic Aquafarms, Inc. agree to repair any and all damage done to

Perkins rd. extending approximately 280ft from the intersection with Northport ave. for the full pavement width of approximately 25ft. Work will continue adjacent to the road extending approximately 975ft beyond this point. Further detail of the proposed scope of work can be found in the accompanying map below.

(sidewalk, street/road) during the construction or utilities to be installed for the

Nordic Aquafarms aquaculture project.

I agree to completely backfill all trenches excavated across Perkins rd (At these locations)

All these will be repaired back to the original design when project is completed unless approved by the City of Belfast.

Date March 7, 2019

Signed: 
Owner or Project Manager

Phone: (860) 625-1908

Ed Cotter, Project Director - Nordic Aquafarms, Inc.
Print Name

Calculated and reviewed By:

Signed: Bob Rubin 3/21/19
Public Works Director or Agent

Permit Fee: \$ 102,000.00
Estimate, 3/21/19

Paid: \$ _____ Check # _____
Method of Payment

Permits are calculated on the following: Needs at least 4" of Pavement back in trench
And 24" of 4" gravel compacted.

Length X Width divided by 9 X .165 X \$800.00 = Permit Fee

A minimum fee of \$1,000.00 per opening will be charged regardless of calculated fee.

Permit fee is refundable after completion of project and a final inspection by Public Works Director. Project must be found to be satisfactory to the City of Belfast.

REFUND POLICY: All permits issued between October 15th and May 15th, the fees

will be held until after May 15th when a final inspection can be completed. (This is to allow for ground frost and any settling of the trenches)

CC: City Clerk's Office and Planning & Development Office

**CONDITIONAL ROAD OPENING PERMIT TO NORDIC AQUAFARMS
PERKINS ROAD SEWER INSTALLATION & ROAD REPAIR
ADDITIONAL TERMS AND CONDITIONS
ISSUED BY BOB RICHARDS, PUBLIC WORKS DIRECTOR
MARCH 21, 2019**

Bob Richards, Director, Public Works, City of Belfast, has reviewed the Road Opening Permit application dated March 7, 2019 submitted by Nordic Aquafarms that is associated with their request to install a private sewer line in Perkins Road. He has approved the Conditional Issuance of this Permit and has signed the Permit application on behalf of the City. In Conditionally Approving this Permit, Nordic Aquafarms is advised that the City resurfaced Perkins Road in 2016 - 2017 and that the City typically tries to avoid major impacts to a recently resurfaced road. The Conditions that the City has established partly reflect the City's recent actions to resurface Perkins Road.

The Conditional Issuance of this Road Opening Permit is subject to Nordic Aquafarms complying with the following Additional Terms and Conditions.

1. Nordic Aquafarms shall provide the City final engineering and construction plans for the installation of the private sewer line located within the City right-of-way for Perkins Road, and for associated resurfacing and remediation work on Perkins Road. Nordic Aquafarms shall provide said plans to the City a minimum of twenty-one calendar days prior to the start of any construction. The City will review the final construction plans and identify any concerns that it may have regarding the proposed construction. The Director of Public Works must approve the construction and engineering plans before Nordic Aquafarms can initiate any construction. The construction and engineering plans, at a minimum, shall include the following information:
 - 1.1 The location and depth of the installed sewer line, and materials to be used for the sewer installation, including any frost protection materials that may be installed.
 - 1.2 The location and size/width of the trench cut in the paved surface of Perkins Road and in the shoulder of Perkins Road.
 - 1.3 Description of fill materials that will be installed in the trench cut and how said materials will be compacted.
 - 1.4 Description of the replacement paving that will be installed, including the type/grade and thickness of the pavement. City requires that Nordic Aquafarms install a full width resurfacing of Perkins Road, about 24 feet in width, for the section of Perkins Road that will be disturbed by the sewer line installation, about 280 lineal feet of Perkins Road. The replacement asphalt must be equal to the depth and quality of existing pavement. The Public Works Director will make the final determination regarding the depth of replacement asphalt that must be installed after inspecting the road cut made during project construction.
 - 1.5 In areas that involve installation of the private sewer line in the road shoulder, Nordic must identify how the road shoulder will be repaired.

- 1.6 Plans must identify the location of other utilities in the road, such as the existing water line, and other infrastructure within the road right-of-way, such as culverts, drainage swales, utility poles and the like, and how the project will avoid adverse impacts to said utilities.
- 1.7 The plan must identify erosion control measures that will be installed and how the contractor will maintain the erosion control measures during project construction.
2. The engineering and construction plans (reference 1 above) submitted by Nordic Aquafarms shall include a narrative description that, at a minimum, addresses the following concerns:
 - 2.1 Description of when construction will occur. City prefers that construction occur before Memorial Day or after Labor Day. If construction is proposed between Memorial Day and Labor Day, Nordic Aquafarms shall be required to demonstrate why construction needs to occur during that time period and measures that Nordic Aquafarm shall take to address public safety and traffic concerns associated with the increased traffic volumes that occur during that time of year.
 - 2.2 A description of the length of time to complete project construction and a schedule for all construction activities. The schedule also shall identify any proposed construction activities that would occur at night and how Nordic Aquafarms would conduct night-time activities, including how potential adverse impacts on area residents from night-time construction would be addressed.
 - 2.3 The project construction narrative must identify a traffic management program. The program must identify who will perform these services and devices that will be used to safely manage traffic.
 - 2.4 The narrative must identify the contractor that Nordic Aquafarms will engage to perform project construction work. The City shall be provided a list of contact information for all persons involved with project construction, including a 24 hour emergency contact person.
3. Nordic Aquafarms, upon final City approval of this permit, and prior to the start of any construction, shall provide the City a check for the total amount of the 'escrow account' associated with issuance of a permit. The estimated amount of this fee is \$ 102,000. The Public Works Director, in his review of the final project construction and engineering plans referenced in 1 above, shall determine if this estimated fee is accurate or if any adjustments to the amount of the fee (greater or lesser amount) are warranted. Post completion of project construction, the City Public Works Director shall determine when or if it is appropriate to release any or all of the funds in this 'escrow account', or if the City must use any or all of the funds to make repairs to the construction work performed by Nordic Aquafarms and its contractor(s).
4. The City shall require that the proposed construction and engineering plans, particularly the plans for installation of the private sewer line, be reviewed and approved by City Engineer, Olver Associates. Nordic Aquafarms shall be responsible for paying any and all costs associated with project review services provided to the City by Olver Associates. Nordic Aquafarms shall provide the City a check in the amount of the estimated cost of such services prior to the start of their peer review. If the cost of services provided by City

Engineer exceeds the estimated cost of services, Nordic Aquafarms shall be responsible for paying all additional costs incurred by the City. If the cost of services are less than the estimated cost, the City shall return all unexpended funds for this work to Nordic Aquafarms.

5. The City shall require that Olver Associates, City Engineer inspect the point of connection between the private sewer line that Nordic Aquafarms is constructing and the City sewer line on Perkins Road. The Public Works Director does not anticipate the need to have Olver Associates inspect other project construction, however, the Director shall have the authority to engage the services of Olver Associates, City Engineer to inspect any and all other project construction and to assess if said work satisfies City requirements. If the Public Works Director deems that inspection services are warranted, Nordic Aquafarms shall be responsible for paying any and all costs associated with services provided to the City by Olver Associates. If the Public Works Director chooses to require inspection services be provided by Olver Associates, Nordic Aquafarms shall provide the City a check in the amount of the estimated cost of such services at the time that the Public Works Director determines the services are necessary. If the cost of services provided by City Engineer exceeds the estimated cost of services, Nordic Aquafarms shall be responsible for paying all additional costs incurred by the City. If the cost of services are less than the estimated cost, the City shall return any unexpended funds to Nordic Aquafarms.
6. It is expressly understood that City issuance of this Conditional Road Opening Permit is based upon information provided to the City by Nordic Aquafarms in their March 7, 2019 Road Opening Permit application. The City, following its review of the additional information that Nordic Aquafarms is required to submit, shall have the authority to revise any or all of the Additional Terms and Conditions identified in this Conditional Permit issued on March 21, 2019, and to establish any new Terms and Conditions that should apply to the final Road Opening Permit.