

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

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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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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