

**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:

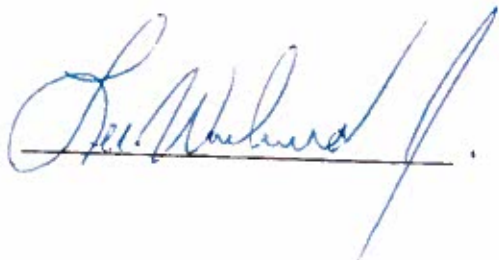
4. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") selected by Buyer by written notice given at least thirty (30) business days prior thereto (the "Closing Notice") at the offices of Drummond Woodsum 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.

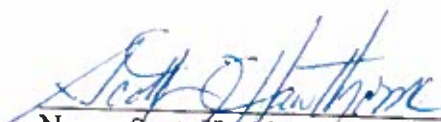
This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

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