

**PROPOSED
SUPPLMENTAL
EXHIBIT
A**

From: **Joanna B. Tourangeau** JTourangeau@dwmlaw.com
Subject: Nordic Aquafarms DEP/BEP Consolidated Applications: Air, MEPDES/WDL, NRPA, SLODA
Date: January 7, 2020 at 2:42 PM
To: **Bertocci, Cynthia S** Cynthia.S.Bertocci@maine.gov, **Kim Ervin Tucker** k.ervintucker@gmail.com, **Barry A. Costa-Pierce** bcostapierce@une.edu, **Bensinger, Peggy** Peggy.Bensinger@maine.gov, **Boak, Scott** Scott.Boak@maine.gov, **Burke, Ruth A** Ruth.A.Burke@maine.gov, **Carrie Byron** cbyron@une.edu, **Charles Tilburg** ctilburg@une.edu, **David Losee** david@loseelaw.com, **DEP, Nordic Aqua Farms** NordicAquaFarms.DEP@maine.gov, **Diane Hunt Braybrook** dbraybrook@yahoo.com, **Donald W. Perkins, Jr.** don@gmri.org, **Donna Broderick** dl_broderick@hotmail.com, **Ed Cotter** ec@nordicaquafarms.com, **Eleanor Daniels** ellie@greenstore.com, **Elizabeth M. Ransom** elizabeth.ransom@ransomenv.com, **Erik Heim** Erik.heim@nordicaquafarms.com, **Jacki Cassida** jc@nordicaquafarms.com, **Jensen, Laura** Laura.Jensen@maine.gov, **Lawrence Reichard** lreichard@gmail.com, **Marianne Naess** mn@nordicaquafarms.com, **Martin, Kevin** Kevin.Martin@maine.gov, **Michael Lannan** mLannan@TechEnv.com, **Northport Village Corporation** nvcmaine@gmail.com, **Peter Tischbein** peter.tischbein@usace.army.mil

Ms. Bertocci and Mr. Martin:

Attached please find land agreement extensions for the Nordic project.

Best,
Joanna



Martin, Kevin -
DEP.PDF

January 7, 2020

By Electronic Mail Only

Kevin Martin, Esq.
Commissioner's Office
Department of Environmental Protection
17 State House Station
28 Tyson Drive
Augusta, ME 04333

RE: Extension of Nordic Aquafarms Inc. Land Agreements

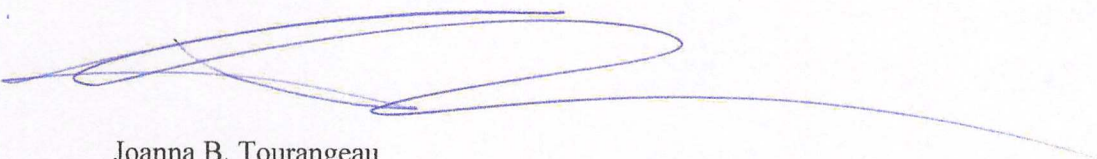
Attorney Martin:

Enclosed please find the following extensions of the land agreements for the properties which are the subject of the Nordic Aquafarms, Inc. applications to the Department of Environmental Protection currently being considered by the Board of Environmental Protection for multi-media permit approvals (Air, MEPDES/WDL, NRPA, and SLODA).

1. Notice of Extension to July 31, 2020 of Belfast Water District and City of Belfast Agreement;
2. Extension to June, 2021 of Eckrote Agreement;
3. Extension to December, 2020 of Goldenrod Properties Agreement;
4. Extension tied to permitting for Cassida Agreement.

Please don't hesitate to let me know if you have questions.

Sincerely,



Joanna B. Tourangeau

cc: Nordic Service List



December 13, 2019

BY FEDERAL EXPRESS

Belfast Water District
285 Northport Avenue
Belfast, ME 04915

Re: Extension of Option and Evaluation Periods

Dear Sir or Madam,

Reference is hereby made to (i) that certain Options and Purchase Agreement (the "O&P Agreement") dated January 30, 2019 between the Belfast Water District (the "BWD"), the City of Belfast (the "City") and Nordic Aquafarms, Inc ("NAF"); and (ii) that certain Evaluation Agreement (the "Evaluation Agreement") dated January 30, 2018 between the BWD, the City and NAF, and each concerning certain land owned by the BWD adjacent to the Northport Avenue in Belfast, Maine; and as amended in the Amendment to Evaluation Agreement and Options and Purchase Agreement on April 15, 2019.

NAF wishes to exercise its 2nd right to extend the term of the Premises Option for an additional six (6) months. For the period ending July 30, 2020.

In consideration of the option, payment of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000) is made in accordance with paragraph 1 of the Amendment of Evaluation Agreement and O&P Agreement.

Please contact me if you have any questions.

Sincerely,

Erik Heim, President
Nordic Aquafarms, Inc

By Federal Express:
City of Belfast
131 Church St
Belfast, ME 04915

By Email and Federal Express:
Kelly & Associates, LLC
96 High Street
Belfast, ME 04915
Attn: William Kelly, Esq.
Email: bkelly11@bluestreakme.com

Nordic Aquafarms, Inc. 159 High Street Belfast, Maine 04915

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Amendment to Purchase and Sale Agreement (this "Agreement") is made this 20th day of December 23, 2019 (the "Effective Date") by and among **Richard and Janet Eckrote**, individuals with a mailing address of [REDACTED] ("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 6, 2018 (the "Original P&S"), as modified by a letter agreement dated March 3, 2019 (the "Letter Agreement" and, collectively with the Original P&S and this Agreement, the "P&S") pursuant to which the Buyer has agreed to buy from Seller and the Seller has agreed to sell to Buyer a subsurface easement on certain real property located in Belfast, Maine, as more fully described in the said Original P&S and Letter Agreement; and

WHEREAS, as specified in the March 3, 2019 Letter Agreement, any easement rights Seller grants with respect to the intertidal zone and U S Route 1 adjacent to their real property are limited to whatever ownership rights we may have in and to said areas, if any, and no representation or warranty is made as to any such ownership rights;

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 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 P&S shall be and it hereby is amended as follows:

Section 1 of the Original P&S is amended to add the following subsection aa., between subsection a. and subsection b.:

- aa. A second deposit in the amount of [REDACTED] shall be paid by Buyer as security for Buyer's performance hereunder (together with all interest thereon the "**Second Deposit**") within three (3) business days after the full execution of this Agreement to the 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 Second 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 in the P&S. (subject to the terms and conditions in this Agreement) as of the date of this Agreement (the "Second Deposit"). This Second Deposit will be applied to the Purchase Price at the Closing.

Subsection b. under section 1 is hereby amended to replace [REDACTED] with [REDACTED]

Section 1 of the Original P&S is amended to add the following subsection d.:

In addition to the foregoing consideration, Buyer shall be responsible to reimburse the Seller for all real property taxes paid to the City of Belfast for the period of time beginning on the date of the Original P&S, prorated for any payment which covers a period of time prior to the execution of the Original P&S. The payment of taxes for the period of August 6, 2018 through the date of this Agreement shall be made within three days following the execution of this Agreement and continuing on the City of Belfast tax payment schedule until the Closing.

Section 2 of the Original P&S is hereby replaced, in its entirety, with the following:

2. TIME FOR PERFORMANCE; DELIVERY OF EASEMENT 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, upon the sooner of June 30, 2021 or within thirty (30) days following the final, unappealable issuance of permits and approvals allowing the commencement and completion of the Project, including but not limited to permits and approvals issued by or under the Maine Site Location of Development Act, Air Emissions, Wastewater Discharge (MEPDES), Army Corps of Engineers, National Resources Protection Act and the City of Belfast, Maine and resolution of any litigation involving the issuance of such approvals allowing the commencement of the Project.

Buyer and Seller hereby agree that the following language shall be and hereby is added to the defined term "Easement":

The term "Easement" for the purposes hereof, shall mean a perpetual subsurface easement for the purpose of maintaining, owning and operating water pipes and related equipment, including in connection therewith installation of culverts, pipes, gaskets, pumps, valves and other equipment, together with an easement for the purpose of constructing, grading, excavating, and performing earth work as may be necessary to construct, install and maintain such culverts, pipes, gaskets, pumps, valves and other equipment as required or contemplated by

any approvals issued by any municipal, state or federal authorities for the installation and maintenance thereof.

Buyer and Seller hereby agree to replace the third sentence of section 13 of the Original P&S with the following:

A copy of any notice to Buyer shall also be simultaneously sent to Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, ME 04101, Attention: Joanna B. Tourangeau, Esq.

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.

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.

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 shall nor shall either instruct its brokers, representatives or employees 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 Agreement except that the Buyer and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

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 any 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 Agreement 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 Premises; 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.

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

[SIGNATURE PAGES 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:

Name: Richard Eckrote

Name: Janet Eckrote

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:

[Signature] 12/24/19

Name: Richard Eckrote

[Signature]

Name: Janet Eckrote

BUYER:
NORDIC AQUAFARMS, INC.

By:

Name: Erik Heim
Title: President

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Second Amendment to Purchase and Sale Agreement (this "Agreement") is made this 5th day of December, 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, which was amended in March of 2019 (the "Original P&S" and, as amended and together 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 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 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 P&S shall be, and it hereby is, amended as follows:

Section 2 of the P&S is hereby replaced, in its entirety, with the following:

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. Upon execution of this amendment, Buyer will pay to Seller [REDACTED] which shall not be credited toward the Purchase Price and shall be considered solely the consideration for the Seller's execution of this Agreement. [The remaining language from the Original P&S regarding the Construction Lease is intentionally omitted as no longer applicable.]

Section 3 of the P&S is hereby replaced, in its entirety, with the following:

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 non-refundable deposit (subject to the terms and conditions in this Agreement) on or before June 30, 2020 (the "Second Deposit"). This Second Deposit will be applied to the Purchase Price at the Closing; and; and
- iii. [REDACTED] shall be paid by Buyer to Seller at the Closing by immediately available funds.

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, 2020 (the "Outside Closing Date").

The Buyer and Seller further agree that section 6.B. of the Original P&S shall be and it hereby is replaced, in its entirety, with the following:

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

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.

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 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.

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.

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.

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

[SIGNATURE PAGE FOLLOWS]

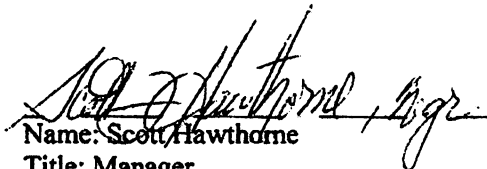
A handwritten signature in black ink, appearing to be 'AJA', is located in the bottom right corner of the page.

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:



Edward Carter, SUP

SELLER:
GOLDENROD PROPERTIES, LLC

By: 
Name: Scott Hawthorne
Title: Manager

BUYER:
NORDIC AQUAFARMS, INC.


Eundal Chardle

By: 
Name: Erik Heim
Title: President

**SECOND AMENDMENT TO
LEASE AGREEMENT**

December This Second Amendment to Lease (this "Agreement") is made this 4 day of ~~November~~, 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"), as affected by an Amendment to Lease Agreement dated March 11, 2019 (the "First Amendment" and, collectively with the Original Lease and 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 make certain payments, amend certain terms and extend certain dates described in the Original Lease and the First Amendment 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] (referred to herein as the "Advance Payment") which payment shall be made within seven (7) days following the execution of this Agreement. Landlord and Tenant each agree that

the Advance Payment shall constitute payment of [REDACTED] as defined in the Lease. In the event that the Tenant exercises the Purchase Option described in Article Fourteen of the Original Lease, the Advance Payment shall be credited against the purchase price.

Additionally, the parties agree that the language of Section 14.1 in the Original Lease shall be amended to replace the reference to [REDACTED] with "[REDACTED]", it being the intent of the Landlord and Tenant that the Advance Payment contemplated by this Agreement shall be credited against the purchase price in the event that Tenant exercises the Purchase Option.

Additionally, the parties agree that the first sentence of section 3.1 of Rider A to the Original Lease 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 upon receipt of the Governmental Approvals, 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.

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.

(no further text -- the 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:

LANDLORD:

Jaqueline Cassida

Sam Cassida
Name: Samuel E. Cassida

TENANT:
NORDIC AQUAFARMS, INC.

Burdell Chazelle

By:

Erik Heim

Name: Erik Heim
Title: President