

**SECOND 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 "Options 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 (the "Evaluation Agreement"), NAF could pursue Governmental Approvals from all Governmental Authorities it deemed necessary or desirable for the Project;

WHEREAS, the parties entered into an Amendment to the Options Agreement and the Evaluation Agreement dated April 15, 2019 (the "First Amendment") to extend the Premises Option to grant NAF further time to obtain its Governmental Approvals, and NAF exercised its extensions thereunder to July 30, 2020;

WHEREAS, the parties would like to grant NAF the right to extend the term again in order to obtain final, unappealable Governmental Approvals;

WHEREAS, pursuant to the Evaluation Agreement, BWD could endeavor to locate a Replacement Site until the end of the BWD Period and NAF could conduct certain due diligence until the end of the NAF Period;

WHEREAS, while BWD entered into a Purchase and Sale Agreement with the City of Belfast for 54 Crocker Road in Belfast on May 30, 2018 and thereby eliminated any termination right established under Section 2(B) of the Evaluation Agreement, which termination right the Parties do not hereby resuscitate within the BWD Period, BWD continues to endeavor to perform its due diligence on and affordability of this possible Replacement Site and desires the right to extend the term of the BWD Period in order to complete its due diligence; and

WHEREAS, the parties would like to grant BWD an extension of the BWD Period and NAF an extension of the NAF Period in order for each to completes its said due diligence;

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. The term of the Premises Option is hereby extended for one (1) successive three (3) month term to October 30, 2020.
2. The term of the BWD Period and NAF Period are each hereby extended to October 30, 2020.
3. Thereafter, if mutually agreeable to NAF and BWD, both parties shall have the

3. Thereafter, if mutually agreeable to NAF and BWD, both parties shall have the right to extend the term of the Premises Option, BWD Period or NAF Period, as applicable, for the reasons set forth above for one (1) additional successive three (3) month term. The party desiring to extend its term shall give written notice of such desire to the other party on or before October 9, 2020, and the other party shall have until October 16, 2020 to give notice of its agreement or disagreement. If the parties mutually agree to one or either extension request, then the applicable term shall be deemed extended without need for a further writing. If the parties disagree, there shall be no extension and closing on the transaction pursuant to the Premises Option shall occur on or before December 15, 2020.

This Second 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 Second Amendment, a facsimile signature shall be deemed an original.

Except as so amended hereby, the Options Agreement, Evaluation Agreement and First Amendment are unchanged and the Options Agreement and Evaluation Agreement, as so amended, are hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Options Agreement and Evaluation Agreement, as applicable.

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

Date: June 27, 2020

SELLER:
BELFAST WATER DISTRICT

By: Keith Pooler
Keith Pooler, Superintendent
Hereunto Duly Authorized

Date: June __, 2020

BUYER:
NORDIC AQUAFARMS, INC.

By: _____
Eric Heim, President
Hereunto Duly Authorized

right to extend the term of the Premises Option, BWD Period or NAF Period, as applicable, for the reasons set forth above for one (1) additional successive three (3) month term. The party desiring to extend its term shall give written notice of such desire to the other party on or before October 9, 2020, and the other party shall have until October 16, 2020 to give notice of its agreement or disagreement. If the parties mutually agree to one or either extension request, then the applicable term shall be deemed extended without need for a further writing. If the parties disagree, there shall be no extension and closing on the transaction pursuant to the Premises Option shall occur on or before December 15, 2020.

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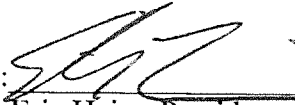
Date: June ____, 2020

SELLER:
BELFAST WATER DISTRICT

By: _____
Keith Pooler, Superintendent
Hereunto Duly Authorized

Date: June 26, 2020

BUYER:
NORDIC AQUAFARMS, INC.

By:  _____
Eric Heim, President
Hereunto Duly Authorized

The City of Belfast has caused and authorized the undersigned to hereunto set her hand and seal to express its consent to the above extensions.

Date: June ____, 2020

CITY OF BELFAST

By: _____
Erin Herbig, City Manager

The City of Belfast has caused and authorized the undersigned to hereunto set her hand and seal to express its consent to the above extensions.

Date: June 29, 2020

CITY OF BELFAST

By: 

Erin Herbig, City Manager