

August 14, 2019

Project 171.05027

Mr. Kevin Martin  
Compliance & Procedures Specialist  
Maine Department of Environmental Protection  
112 Canco Road  
Portland, Maine 04103

RE: Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

Dear Mr. Martin:

The following letter and attachments provide additional information for the applications referenced above, that based on conversations with Maine Department of Environmental Protection (ME DEP) staff or based on previous correspondence from ME DEP, may be useful in review of the applications.

This information is grouped by Site Law application section and has been formatted as a question/response document for clarity.

*1. Project Description - Section 1.3.1, page 5. Specify greater detail on pipeline construction methods. Will there be dewatering? How will work be conducted in tide cycle? Will equipment be on mats? What are the winter SESC methods and construction methods compared to other seasons?*

Detailed pipeline construction methods are described in **Attachment A**. As noted in the attached description, dewatering may be needed between Stations 2+70 to 5+00. Dewatering is not anticipated from Station 5+00 to 13+50 (the intertidal area). The intertidal area will be constructed during low tide as described on **Attachment A**.

SESC measures are described in **Attachment A**. Note that although pipeline construction is planned for the November to April timeframe, Cianbro will not work from boats and/or barges during severe wind and/or precipitation events.

*2. Project Description - In Figure BP-1, can stationing be added so the figure is more similar to CS101?*

A revised figure BP-1 with stationing is in **Attachment B**.

*3. Project Description - Section 1.3.1, page 8. Is there a tree clearing plan? What is the square footage of tree removal for the pipeline?*

Mr. Kevin Martin  
Maine Department of Environmental Protection

Clearing necessary for construction of the pipeline through the Eckrote property will be limited to a 40-foot wide construction easement that runs from Route 1 (approximate Station 2+70) to the intertidal zone (approximate Station 5+00). This results in an overall cleared area of 9,200 square feet. However, some of this route is already cleared due to an existing berm that leads to the shed near Station 4+50 (see image below), which will limit the number of trees that will need to be cut.



4. For TRI, can Exhibit A be submitted in color?

Exhibit A in color is in **Attachment C**.

5. For TRI, page 15 is missing from the January 30, 2018 Options and Purchase Agreement.

A complete version of the Options and Purchase Agreement, dated January 30, 2018, is in **Attachment D**.

6. For TRI, have extensions been taken for the agreements? When? I think a table will help answer these questions.

Yes, extensions have been taken for the real estate agreements, and the Cassida and Eckrote agreement updates were submitted with the applications. A copy of the Belfast Water District extension agreement, which was executed on July 25, 2019, is in **Attachment E**.

7. For TRI, please explain which stream is being referred to in Section 3.3 of the original lease agreement.

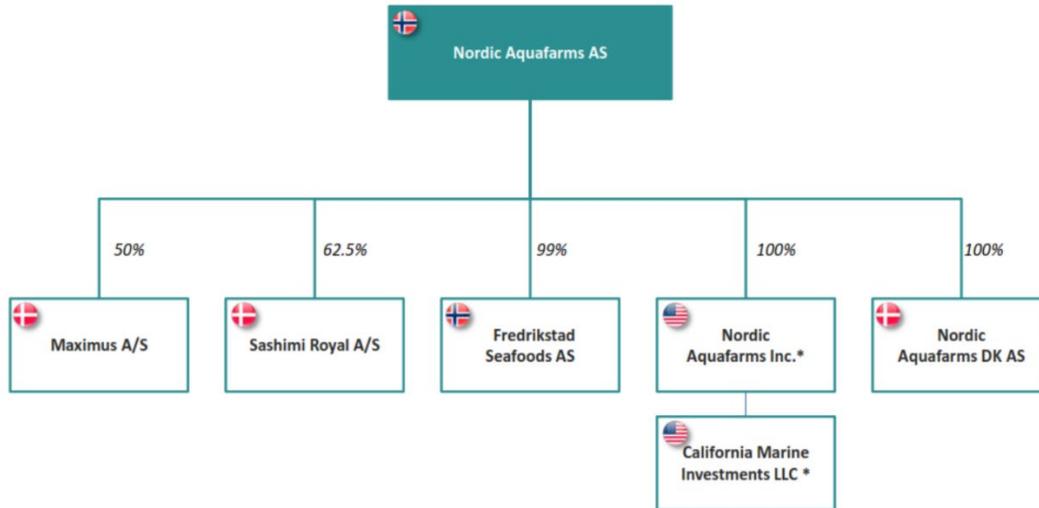
The stream referenced in Section 3.3 of the lease agreement is S8.

8. Financial – Explain the relationship between Nordic, Inc., Nordic DK, and Nordic AS.

Nordic Aquafarms, AS is a Norwegian private company formed in 2014 having organization number 814 603032 and location Gamle Fredrikstad, Norway. Currently there are 20 shareholders of the 25,270,758 shares outstanding, raising of NOK 520,111,916 (USD 63,661,189 fx USD/NOK 8,17) for the company. See shareholders discussion in **Appendix 3-A** of the SLODA application.

The U.S. entity, Nordic Aquafarms, Inc is a wholly owned subsidiary of Nordic Aquafarms, AS. Nordic Aquafarms DK AS, one of our Danish entities, is also a wholly owned subsidiary of Nordic Aquafarms, AS. Thus the U.S. and Danish entities are sister subsidiaries of the parent, Nordic Aquafarms, AS. See full organization structure below displaying the reporting relationships and percentage ownership.

## Legal structure



Nordic Aquafarms AS, as parent company, is the head company, responsible for raising capital performing corporate functions, administration and governance over the entire ownership. Nordic Aquafarms DK AS employs our design engineers for the company who are predominantly engaged in the design and engineering effort for RAS technology that will be implemented in the Belfast (and California) project. While this Danish engineering team is providing the design, they will also participate in the equipment and infrastructure installation, process qualification and start-up of the RAS.

9. *Financial – Provide estimated ranges of funding percentages from equity capital, debt, and cash flow from operations (i.e., 30% equity, 40% debt, and 30% cash flow). App 3A provides general descriptions of the three funding sources but estimate percentages from each of these categories would be useful.*

The funding will be a mix of equity, debt and cashflow. Cashflow is included in this estimate as construction is planned over several phases, a portion of which will become operational during the life of the project and contribute in the later phases.

The Board of Nordic Aquafarms, AS resolved to permit, build and operate a U.S. based RAS operation. Everyday this financial commitment is demonstrated by employment and pursuing permitting in the U.S. The investors expect to provide a significant portion of the required capital. Prudently however, final funding is subject to final permits and resolution of any type of appeal. Additionally, several U.S. banks have approached Nordic Aquafarms, Inc. as well as continued financing interest in the Nordics.

At this time estimated split of sources of funding for the project is shown in the below matrix.

Mr. Kevin Martin  
 Maine Department of Environmental Protection

Estimated Funding by Source	Equity	Debt	CF	Total
Project Phase 1 Mix	70%	30%		
Project Phase 2 Mix		80%	20%	
<b>Total Project Combined</b>	<b>40%</b>	<b>50%</b>	<b>10%</b>	<b>100%</b>

For more discussion on timing of sources over the course of the project see **Financial Capacity 3.0** in the Site Law application.

10. *Financial – The BDO Audit Report in App 3D notes that there are attached lists for 1) shares issued and 2) cash raised. Please submit a copy of those files.*

The BDO audit shown in **Appendix 3-D** confirmed the share-count and funds raised. The schedule referred to by BDO appeared in **Appendix 3-A** and is shown below.

# Shares issued	Cash raised	Time	Comment
1	150 000	3 672	nov.14
2	187 425	183 525	dec.14
3	59 875	58 629	dec.14
4	170 375	0	dec.14 new equity from contributions in kind (shares in Fredrikstad Seafoods)
5	500 000	489 596	jan.15
6	425 001	416 158	mar.15
7	537 499	526 315	mai.15
8	858 121	840 265	sep.15
9	2 000 000	1 958 384	feb.16
10	266 667	489 597	may.16
11	335 052	795 595	aug.16
12	5 154 640	12 239 904	dec.16
13	4 128 866	9 804 162	jun.17
14	416 667	1 223 991	jun.17
15	2 000 000	6 119 951	dec.17
16	4 739 295	16 242 382	may.18
17	3 341 275	12 269 064	dec.18
<b>Total</b>	<b>25 270 758</b>	<b>63 661 189</b>	

11. *Technical Capability – Please submit the information for the selected construction manager.*

Gilbane Building Co. has been retained to provide Construction Management services throughout the design and construction phases of the project. This will include procurement and management of all construction subcontracts for the upland site. Gilbane Building Company is a family-owned, global, comprehensive construction and facilities-related solutions firm. With 145 years of experience, and more than 45 offices worldwide, their 2,900+ multidisciplinary professionals are capable of executing multiple, geographically dispersed projects, performing over 500 concurrent projects – each adhering to Gilbane’s commitment to safety and quality. Founded in 1873 and incorporated in 1908, Rhode Island based Gilbane Building

Mr. Kevin Martin  
Maine Department of Environmental Protection

Company is a privately-held, family-owned corporation and a wholly-owned subsidiary of Gilbane, Inc. As a family operated company, the leadership and vision of the fourth and fifth generation of Gilbane family members has built the company into one of the world's leading construction management firms. Gilbane has recently been ranked #5 in the country for Manufacturing Building projects by Engineering News Record.

The office responsible for this project will be Gilbane's Northern New England district office which delivers a full range of preconstruction and construction services to institutional, public and commercial clients in Maine, New Hampshire, and Vermont. As one of the largest providers of construction services in Northern New England, they bring a depth of national experience blended with a local presence. Just as important are their long-standing, established relationships with subcontractors, suppliers, and local officials, allowing us to expedite construction services throughout the region. Other projects delivered by Gilbane in the region include 18 projects in Belfast for Bank of America, Concord Hospital East and North wing additions, New Hampshire Correctional Facility for Women (designed by SMRT, Inc), and several significant higher education projects.

The Gilbane team will be led by Project Executive Shawn Shelley. Shawn has over 29 years of experience in the construction industry and 6 years of experience in architecture. Having built more than \$490M and 650,000 sq .ft. of manufacturing and process facilities, he is one of Gilbane's most experienced industrial process builders and has managed some of Gilbane's most technically complex projects. Shawn will be involved with this project from kick-off through final closeout and will participate in all critical design phase meetings, establishment of site logistics, and communication with stakeholders. He has experience with several large scale phased site preparation projects including mass excavation, soil erosion containment, and management of environmentally sensitive sites. Shawn also serves on the University of Maine Industrial Advisory Board for construction management students and is a past recipient of the U. Maine's Francis Crowe Society award.

In addition to Shawn's leadership, Gilbane will also be leveraging the experience of their regional Environmental Manager Mark Winslow. Mark directs Gilbane's environmental solutions division and brings nearly 30 years of in-depth experience to the team in industrial hygiene and environmental compliance. In his role, Mark provides environmental support for various Gilbane projects located within the New England area. This support consists of work scope development, bid scope review, peer review, estimating, exposure analysis protocols, regulatory compliance, and more. Mark will visit the site regularly and will be available for review of critical tasks such as SESC establishment, major storm event review, and other environmentally sensitive activities.

*12. Noise – Confirm that no Northport requirements apply to the project.*

As indicated in the Acentech Noise Impact Assessment provided as part of the Site Law application materials, noise levels will be at or below 35 dBA at the Belfast/Northport line. This noise level is expected to comply with Northport requirements for noise.

*13. Noise – Are there any permanent noise-producing features on the north side of Building 1?*

Mr. Kevin Martin  
Maine Department of Environmental Protection

Most permanent noise producing features are located inside the buildings, and the building layout has been developed so that outdoor noise producing features (such as diesel generators) are located between Buildings 1 and 2 so that noise impacts are minimized. Some permanent noise producing features (building exhausts) are in roof top penthouses stepped greater than 90 feet inward from the northern edge of Building 1.

14. *Noise – Please confirm that sounds from the WTP are included in the noise model results.*

Yes, sounds from the WTP are included in the noise model results.

15. *Visual – Provide drawings of all building elevations with colors and building materials identified. How do the buildings fit with the existing surroundings?*

Building architectural elevation drawings are in **Attachment F**. The proposed development visually is largely self-contained within the site with the exception of selected views from U.S. Route 1/Northport Avenue southbound (approaching the site from Belfast) and Perkins Road looking south between existing residences. Please refer to the Visual Assessment report included with the Site Law application for detailed description and images.

16. *Visual – How far out was the viewshed analysis conducted? out to 1 mile? Did it cover both NRPA and SLODA scenic requirements? More detail on surrounding areas is required.*

The visual assessment (VA) was conducted to distance limits determined by field reconnaissance in conjunction with GIS and other mapping resources of the surrounding area to determine potential locations from which the proposed development could be viewed.

The following are approximate plan (not along ground) distances from photo point to closest building surface, as shown on **Attachment G**:

- a. from Perkins Road to B1: 570 ft
- b. from US1 (near church)
  - to B7: 1500 ft
  - To B2 1350 ft
- c. from Belfast trails to B2: 350ft
- d. from Northport trails: 1000 ft
- e. from US1 to B8: 200 ft
- f. from ocean
  - to B8: 1500 ft
  - to B2: 2300 ft

The VA was performed in accordance with Chapter 375 and Chapter 315 and intended to meet both SLODA and NRPA requirements. Note that APPENDIX A: MDEP VISUAL EVALUATION FIELD SURVEY CHECKLIST (Natural Resources Protection Act, 38 M.R.S.A. §§ 480 A - Z) submitted with the application was completed and establishes “Distances Between the Proposed Visibility Activity and Resource (in miles).

Mr. Kevin Martin  
Maine Department of Environmental Protection

As submitted in the VA for the proposed development, two areas that could be considered public viewing areas within 2,000 feet were assessed and include the McLellan-Poor Preserve in Northport and the Little River Community Trail in Belfast. The report concludes that there would be no unreasonable adverse impact to these areas.

The proposed development is located in the southern portion of the City of Belfast. Approaching the site from the north along U.S. Route 1 / Northport Avenue one passes through an area given to mixed residential, institutional, light industrial, and commercial development. The existing development varies in size (residential to large light industrial), setback from the traveled way (40 feet for residences to 135 feet to the neighboring Little River Church to 280 feet to the light industrial building northeast of the site), contrast (scale and color), and spatial dominance. With respect to contrast and spatial dominance (as defined in Chapter 315) the area north of the site can then be characterized as being relatively open with low-density mixed development (structures). Approaching from the south, the development pattern is more residential with the occasional commercial structure and predominantly wooded.

As described in the VA report, the existing site is largely wooded with the exception of a portion in the northeast which has been logged and is somewhat open to view from southbound Rt. 1 over the prevailing mixed-use development broken by occasional breaks of trees, notably at or near the project property line, and similarly from Perkins Road between residential structures. As further described in the VA report, the bulk of the proposed development will be screened from view by established vegetation contained largely within land under local municipal control and that retained by the neighboring preserve. New plantings will reinforce this buffer in areas currently open to further the screen.

As demonstrated in the VA report's visual model simulations, the proposed development will not create an unreasonable adverse impact on the public viewing areas. Further, to the extent it will be viewable from existing traveled ways, it will not be incompatible with existing development in the area, will not be viewed as overly contrasting in scale, and will be subdominant to the surrounding landscape composition due to relatively low building height, topographic position, and surrounding existing vegetation.

*17. Visual – Provide a lighting detail plan. Is the north side of Building 1 all downward lighting?*

Please refer to the site electrical plans in **Attachment H** showing photometric information for proposed site lighting and the revised site electrical narrative. Lighting on both the north side of Building 1 and south side of Building 2 (the outer perimeter of the buildings with the most potential exposure) comprises full cut-off shielded luminaires. They are for security/emergency purposes, will be triggered by motion sensors, and therefore off most of the time.

*18. Visual – It would be helpful on Figure 1 in plan view showed the locations and directions of the section profiles drawn in Figures 10 and 11.*

Please see Figure 1a in **Attachment I**.

Mr. Kevin Martin  
Maine Department of Environmental Protection

*19. Visual – Are the photos A through D on Figure 1 January and leaf off conditions? Is the proposed building visible from Photo E?*

Photos A through F were taken in October 2018. The intent of Figure 18, View at Trail to Target (safety green vest placed 100 feet from shoreline) is that the combination of vegetation density (intervening trunks/branches/foilage) and mix (evergreen/deciduous) with width of preserved vegetative buffer area (260 feet minimum plus additional landscape area) would obscure views to the proposed development. Refer also to the section/line of site views in Figures 10 and 11.

*20. Visual – What are the views from the ocean? Can you see the buildings?*

Please see Figure 19 Penobscot Bay View (Elevation 10' +/-) and Figure 20 Penobscot Bay View (Elevation 48' +/-) in **Attachment J**. These views are computer modeled simulations developed in similar fashion to those shown previously and demonstrate that the proposed development can't be seen until observer is approximately 48' above water.

*21. Buffers – Provide the tree cutting plan for the bypass on LP101.*

A revised plan LP101 is in **Attachment K**, which shows areas of tree removal and restoration.

*22. Flooding – Are there additional impacts to Stream 9 from the additional flow due to stormwater? Specify why or why not.*

Additional impacts to Stream 9 from the additional flow due to stormwater are not anticipated. The stormwater contributing to Stream 9 is being stored in subsurface tanks and discharged using an outlet control structure to maintain flows in the stream at or below existing conditions prior to discharge.

Please contact me with any questions or comments.

Sincerely,

RANSOM CONSULTING, INC.

Elizabeth M. Ransom, P.G.  
Senior Project Manager

EMR:jar

**ATTACHMENT A**

Construction Details

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

**Nordic Aquafarms**  
**Seawater Access System – Construction Narrative (rev. 7-17-19)**

**Table of Contents:**

1. Seawater Access System Description
2. Construction Approach
3. Route 1 Crossing (Station 2+00 to 2+70)
4. Route 1 to the New Pump Station Connection (Station 2+00 to 0+00)
5. Upland Easement – Eckrote Property (Station 2+70 to 5+00)
6. Intertidal – Mudflats (Station 5+00 to 13+50)
7. Submerged in Water and Buried in Trench (Station 13+50 to 36+00)
8. Exposed upon Seafloor (Station 36+00 to 42+00 to 69+00)
9. Intake Structures and Discharge Diffusers
10. Attachments

1. **Seawater Access System Description:**

The seawater access system functions to draw seawater into the pump station and to discharge treated water from the waste water treatment plant (WWTP), which are housed in a common building along with the water treatment plant (WTP). Seawater access piping includes 2 - 30" diameter intake pipes and 1- 36" diameter discharge outfall pipe. These pipes will be a very durable high density polyethylene (HDPE) with a 3" wall thickness, predominantly side by side in a common trench within the buried zone as well as the exposed portion upon the seafloor. This configuration will begin at the Nordic pump station/water treatment building at the former Belfast Water District property and be routed underground beneath US Route 1 and proceed through a local upland easement path to the shoreline and out through the intertidal and submerged water zones to the pipe end points. The two intake pipes will extend several thousand feet beyond the discharge pipe termination point. The intake ends will have support structures and screens and the discharge will have a diffuser end. This construction plan is based on the system as shown and detailed on the Woodard and Curran "Issued for Permit - Draft" drawings dated 05-02-19. Further planning and detailing of this plan will follow when the final design is complete.

Construction will involve trench excavation and backfill, blasting of non-digable rock as encountered, excavation and backfill along the intertidal mudflats and submerged sea bottom, and placing pipes exposed and anchored along the seafloor. Techniques will be further explained in subsequent sections of this document.

2. **Construction Approach:**

- a. Schedule: The seawater access system will commence upon Agency permit issuance anticipated approximately late summer/early fall 2019 and be complete by April 2020. The upland construction zones including the Route 1 crossing will occur in warmer fall weather prior to the major holidays. The waterborne construction will occur in the November to April timeframe.
- b. Sequence: Further detailed subsurface exploration (borings) in both upland and tidal zones will be performed before final design and construction start to better understand the soils and rock. This information will be used for the final design and to determine the best/least impactful construction methods. Installation will begin with the upland underground piping, starting with the portion directly beneath Route 1. Then the pipes from Route 1 to the new pump station building to the west and the pipes from Route 1 to the east toward the seashore will follow simultaneously. Lastly, the intertidal (mudflats) and submerged piping will be constructed during the late fall and winter season.
- c. Environmental: For this seawater access portion of the project, Cianbro's Corporate Environmental Manager will oversee the construction to ensure full compliance with all environmental requirements. Construction crews will be staffed with qualified craftspeople to install and maintain the environmental BMP's; plus one team member will be dedicated to daily inspections and reporting of environmental conditions. The responsible erosion control personnel will check equipment and erosion control

measures continuously. In predicted weather events whereby excessive rain/snow is forecast, additional resources will be readied and crews lined up to monitor and respond according to the event.

**3. Route 1 Crossing (Station 2+00 to 2+70):**

- a. Summary: The new pipes to be installed beneath Route 1 will be approximately 25' to 30' feet below the existing pavement and require a substantially large path, approximately 70' in length in an east west direction. Based on preliminary subsurface explorations, bedrock is present and rock removal will be necessary to achieve the proper pipe profiles. Landowner and neighborhood access, space constraints, size and depth of the jacking and receiving pits, and potential wetlands impacts highlight numerous concerns whereby directional boring and/or jack and bore are not well suited to this situation. Additionally, micro-tunneling was explored, which requires a 30' space between the pipes, high jacking forces in the bedrock and much space for this equipment-intensive operation and was thus ruled out. Therefore diverting traffic and performing an engineered deep excavation is viewed as the most predictable, stable and least impactful approach. The excavation will be limited to the route and length necessary to cross directly beneath Route 1 which eliminates the need for temporary jacking and receiving pits. A temporary traffic bypass will be designed and constructed as depicted on the attached map. This two-lane bypass will divert all traffic flow to the west of the current roadway onto the Applicant's property to allow installation of the buried pipes beneath Route 1. The crossing will be effective to stub the pipes beyond the Route 1 limits so that once Route 1 is re-established to its original configuration, the pipe installations can continue safely in either direction. The bypass will be a detour roadway construction with engineered lane widths, curvature radii and road base, pavement and markings. Once the pipes are installed, Route 1 will be restored in kind and this bypass removed to enable further pipe installation to the pump station.
  
- b. Construction: Prior to the bypass installation, environmental controls, dewatering, and stabilization of the nearby existing wetlands and topography will be engineered and installed. Ditches and sediment traps will be maintained and ground water from the excavation be pumped to sediment bags or settlement ponds. The new temporary road base will be fully installed, paved and marked prior to any deep excavation commencing. The bypass will include barriers and signage to slow and control the traffic flow plus intermittent construction crossing to handle import and export of materials incidental to the construction.

Installation of the Route 1 crossing will begin with drilling and blasting of the deep rock followed by pavement removal and a temporary plunge/sediment pool within the pavement removal zone for any water to be pumped from the deep excavation. An initial cut will excavate the surface to bench down to a lower elevation. Then a stacked trench box or temporary sheet pile stabilized structure will be installed and maintained to provide for safe deep access. Deeper sump holes within the excavation will collect ground water for pumping into sediment bags or pools and pumping will remain continuous with perforated sump pits and well suited pumps for this application. Due to

the confined nature of this excavation, excessive storm events like rain or snow do not present much additional effort beyond adding a pump and sediment bags. This trench box/sheeting structure will extend down to stable bedrock and be tied back to soil anchors and/or temporary pilings in order to provide for the maximum clearance within the structure to place the large pipes. The excavated materials found to be suitable for future backfill will be stockpiled within the bypass area as much as possible to reduce exporting across traffic, but unsuitable materials will be removed from this tight site upon excavation. The blasted rock will be excavated and likely crushed in this zone for use as backfill for the new road base. The new HDPE pipes will be placed and bedded, then backfilled to subgrade whereby the Route 1 roadway will be reconstructed to MaineDOT standards and reopened to normal traffic.

**4. Route 1 to the New Pump Station Connection (Station 2+00 to 0+00):**

- a. Summary: Once the temporary bypass lane is removed, the installation of approximately 200 feet of new piping from the westerly stub end at Route 1 to the new pump station building can commence (along with construction in an easterly direction through the local landowner easement described below). The pump station foundation will be in place at this time with pipes stubs through the foundation wall in which to connect. The 36-inch discharge pipe will be at a much higher elevation than the two 30-inch intake pipes throughout this zone and across Route 1. The three pipes gradually converge to a side-by-side configuration near the shoreline approximately 600 feet from the pump station. Once pipes are complete and backfilled, the surface area between Route 1 and the new pump station will be graded, restored and vegetated.
  
- b. Construction: This 200-foot zone will be an “open cut” excavation by benching down and sloping the sides back for a safe and workable site except closest to Route 1 and the new pump station which will both need trench boxes or sheeting for safety and to prevent undermining. Erosion and sediment controls to divert runoff to strategically placed settling ponds and temporary sediment bags will be used to pump water from the ponds and excavations. Clearing and grubbing will begin this zone and stockpiles at the site will be surrounded with cutoff ditches and stabilized with seed and mulch. Then line drilling and blasting of any non-digable rock will be followed by excavation. Stockpiling spoils adjacent to the trench will decrease construction interface with the traveling public, but unsuitable and unwanted material will be exported with dump trucks. During excavation, sumps will be maintained to collect groundwater that will be pumped to sediment bags and/or pools. Meanwhile, the three new HDPE pipes will be prefabricated to length nearby to expedite installation immediately upon a completed excavation. These tough pipes can be prebuilt full length in this zone and pulled into the hole for mating to the stub ends which will speed the construction and minimize the earthen disturbance. Once the deeper intake pipes are installed, the trench will be backfilled up to the discharge pipe elevation. The discharge pipe will then proceed in the same manner. Backfill will bury the pipes completely between Route 1 and the new pump station within the new water treatment building. Finally, the surface area will be graded and planted with final erosion controls as designed.

**5. Upland Easement – Eckrote Property (Station 2+70 to 5+00):**

- a. Summary: This upland zone of underground piping will extend approximately 230 feet from the easterly Route 1 new pipe stub ends to the shoreline at approximately the high tide line. The piping will leave the Route 1 crossing which is also located at the Eckrote (Landowner) driveway curb cut and will continue at a roughly 90-degree angle from Route 1 through an apparent existing old access road toward the shoreline. This access road is raised ("horseback") and was likely constructed on a filled embankment long ago. It is bordered to the north and south by low wetland areas. We plan to remove the necessary trees and lower this horseback elevation several feet prior to beginning construction to decrease the current erosion of the existing steep banks during the construction period. Although the intake pipes at Route 1 are quite deep, the new piping only requires 5 feet of backfill cover. Therefore, the trench depth is significantly reduced near the shoreline at this lower elevation. Excavation through most of this zone will require trench boxes or sheeting in order to remain within the narrow 40-foot easement. This entire zone will require sheeting for the deeper westerly portion and trench boxes and/or sheeting for the shallower excavation toward the seashore. Additionally, a three-sided sheet pile cofferdam will be necessary at the existing stream/shoreline interface to cross that area with the least impact, continue the stream flow and to provide a dry space for mating the pipes that extends out to the bay. The Landowner easement provides for the Eckrotes to participate with the final restoration design and appearance within jurisdictional regulation.



Upland route looking east over the “horseback” roadway zone at the Eckrote property

- b. Construction: This 230-foot zone will likely be done in two halves of approximately 115 feet each due to the need for some working space. Construction will begin closest to Route 1 and extend half the length to the shoreline enabling use of that remaining area to place materials. Some trees will be cleared to begin this zone and the old shed that sits on the edge of a slope will be removed as directed by the landowner. The erosion and sediment controls to divert runoff and handle water will be installed to suit the next step which will need to be altered to suit the final excavated condition. Then the existing grade will be cut to a lower elevation followed by the application of stabilization fabric to cover the entire newly sloped surroundings that will be maintained for the entire construction duration until permanent seeding can be done the next growing season. Silt fence, ditching and sediment bags will be installed for this stage. Next, line drilling and blasting of any non-digable rock that exists will occur before any further excavation to utilize the existing soils as blast cover. Sheeting and tiebacks or stacked trench boxes will be installed and excavation will occur within this stabilized space. Stockpiling spoils adjacent to the trench is not practical so most excavated spoils will be trucked away, sorted and stockpiled for return and reuse later as backfill in this same trench. During excavation, sumps will be maintained to collect groundwater that will be pumped to sediment bags, as there is no space for sediment pools. A temporary power service will be installed to provide pump power and pumps will be monitored during

work shifts and off hours. Back up pumps will be on the site and ready for use if necessary. The HDPE pipes will be prefabricated nearby to the proper length and pulled in for mating to the stub end at Route 1. The easterly end of the trench and coffer/box structure will remain open for mating pipes in the next zone.

Once the first 115 feet of the pipes are installed and backfilled, the coffer/box structure will be jumped ahead for the next 115 feet to the shoreline that will repeat in the same manner. A three-sided coffer cell at the stream/high tide intersection will be installed to provide dry space for pipe mating below tide and allow the stream to remain flowing.

Once the pipes are installed and backfilled, the coffer structures will be removed and the surface area will be graded and planted with final designed erosion controls and as agreed with the landowner.

**6. Intertidal – Mudflats (Station 5+00 to 13+50):**

- a. Summary: Beyond the coffer cell described above lies the mudflat zone extending approximately 850 feet from the shoreline and mean high water line to the mean low water line. There are no docks, moorings or structures nearby and this flat is closed to clamming and shell fishing. Existing bathymetric survey information of the proposed intake/outfall pipeline route is the current basis for planning and executing this pipe installation. Rock outcroppings and boulders dot the area of this flat and fairly stable surface. The pipe trench will be less than 10 feet deep in this zone leaving the pipes buried in approximately 5 feet of cover. It is anticipated that bedrock is below the proposed trench requiring no blasting but if bedrock or large boulders are encountered, small concise and controlled blasting will occur. The construction will be timed to coincide with the low tide cycle during daytime hours for access and construction activities in this zone. Due to the flat and stable surface, it is envisioned that open-cut trenching and side casting the material is the quickest and least impactful method to install the pipes in this zone. The excavated trench is expected to be approximately 12 feet to 15 feet wide at the bottom with mildly sloped sides making the trench width at the top (mudflat level) approximately 30 feet wide. The trench will be over-excavated to allow for in-washing of material during several tide cycles while the pipes are being placed and backfilled. Pipe installation within the mudflat zone is expected to take 2 to 3 weeks to complete. All tidal and intertidal pipe will be installed utilizing a Float and Sink Method. The initial plan is to preassemble six lengths of pipe line at 1000 feet long and one at 400 feet long for the intertidal and offshore runs. Blank flanges will be installed at each end of the three pipes in a run. The outboard flanges of each run will have valves and air pressure monitoring to aid in submerging the pipe. The pipe section will be floated to the mudflat location during a high tide cycle, anchored and allowed to rest/float as the trench is constructed.
- b. Construction: The intake and discharge pipes will be prefabricated in appropriate lengths at another location, floated and towed to the site and temporarily moored alongside the trench route. The pipes will ride the tides and set on the mudflat during low tide for a short period while the trench is prepared. The alignment and location will be established with simple grade stakes and offsets. Several excavators will be staged at

the upland easement area and will crawl directly on the mudflats to dig the trench as tides allow. Temporary wood crane mats will be used to bridge over the stream outlet at the shoreline to maintain stream flow and provide for excavator passage. An excavator will begin at the shoreline following the outgoing tide and as the tide goes, additional excavators will crawl into place to dig the trench, primarily working in the dry. Excavators will be walked back out from the area as the tide cycle returns. Working simultaneously over several tides, the trench will take shape as far out as the low water line will permit. Multiple excavators will allow the trench to be constructed in sections simultaneously, reducing the overall work time within the mudflat. The excavated material will be side cast to the opposite side of the trench route from the staged pipes. The width of temporary impacts through this zone is estimated to be approximately 100 feet, including excavator travel, side cast, and pipe laydown. Floating silt boom will be used to contain the work area during tide cycles. Through the use of multiple excavators, it is envisioned to take only a few days for the trench to be ready for pipe installation. The pipe will be positioned into the trench on an outgoing tide and joined to the receding pipe at the 3-sided coffer at the shoreline. Then the pipes will be backfilled with the excavators shaping the trench surface to the original mudflat line. Then the excess soil, rocks and boulders will be removed and disposed of, leaving the mudflat in the same profile appearance as originally found. The most seaward pipe ends will protrude up out of the trench and float to enable attaching the next length of pipe which means the outward portion of the trench will be backfilled later once this piece is joined and submerged with the next piece of piping beyond. This will be located in the vicinity of the mean low water line to suit excavation with the tides in that the flat terrain provides little time at low tide to do much work. In the event ledge is encountered before the desired trench depth is achieved it will be profiled and submitted for evaluation. Ledge removal will be accomplished with a hoe ram or an excavator with a ripper tooth or a qualified blasting contractor with experience in underwater ledge removal.

**7. Submerged in Water and Buried in Trench (Station 13+50 to 36+00):**

- a. Summary: The excavation equipment in this area will be barge-mounted and will continue trenching and pipe installation in the same manner until the water becomes too deep. At that point, excavators will be replaced by a barge-mounted crane with a clamshell bucket. In these submerged zones the trench will be over-excavated to account for wash-in between tide cycles. The trench bottom will be approximately 8 feet to 10 feet deep and 16 feet wide with mildly sloped sides to suit the soils encountered. Approximately 30,000 cubic yards of material will be handled (side cast and replaced within the trench with some removed for disposal) to install the pipes in this zone. Turbidity curtain will be used surrounding the barge or immediate work area as appropriate to tides, currents and depth of water. The impact corridor width in this zone will be approximately 100 feet to accommodate dredging and placement of side cast material.
- b. Construction: For all remaining waterborne construction activities, Contractor will be in regular contact with the mariner community, local Harbor Master and the US Coast Guard. The trench and pipe alignment will be established and maintained with

“Dredgepack” surveying alignment system, a software specifically designed for this type of construction. Temporary H-pilings will also be used for tethering the floating pipes that await installation and the floating siltation boom which will surround the excavation. These piles will be driven as necessary to facilitate the alignment of the pipeline. It is anticipated that individual piles will be driven at approximately 150-200 feet on center throughout the subtidal zone. This will result in approximately 30 to 40 total piles. Construction will be staged to facilitate 1500-2000 foot segments of pipeline at once. As the pipeline advances, previously installed piles will be pulled, jumped ahead, and re-driven in the next segment. A floating turbidity/siltation curtain will be placed appropriately to contain siltation from underwater excavation activity. The curtain will be of appropriate length to protect the work area and will be anchored against tidal flow. Preassembled pipes with the concrete ballast blocks will be floated in next to the barges and readied for installation when the trench is prepared. Excavators on barges will dig the trench and side cast the material in the same manner as stated above to approximately Station 26+00 at which time crane and clamshell will complete the remaining 1000 feet of trench. All the excavation barges will be equipped with mooring spuds to hold position in the currents, winds and tide flows. The HDPE pipes will be joined and sunk to the trench bottom by means of controlled flooding of the air filled floating pipes. The leading end will always “tail” up to the surface for future adjoining of subsequent lengths in the dry. Once the pipes are positioned in the trench, divers will verify proper alignment and installation criteria before backfilling. Backfill operations will be similar to the excavation operations. Excavators and/or cranes with clamshells will retrieve the side cast spoils and will backfill the material into the trench to cover the pipes. Divers will verify and provide video documentation that the backfill is adequate but not above the original seafloor profile. The seafloor will be restored to its approximate original elevation to avoid a visible berm or hump above the pipeline. Excess spoils will be loaded onto a barge by excavator or clam bucket. Once on the barge, the spoils will naturally drain water off the edges. Silt fabric will be utilized around the perimeter of the barge to contain and capture the fines while dewatering. The barges will then be transported to a pier or bulkhead where the spoils will be loaded onto sealed dump trucks by loader or excavator. If the spoils are too saturated to be handled, sawdust will be mixed in prior to loading onto the dump trucks. The dump trucks will then deliver the spoils to an approved upland disposal site.

Project NORDIC AQUAFARMS - BELFAST

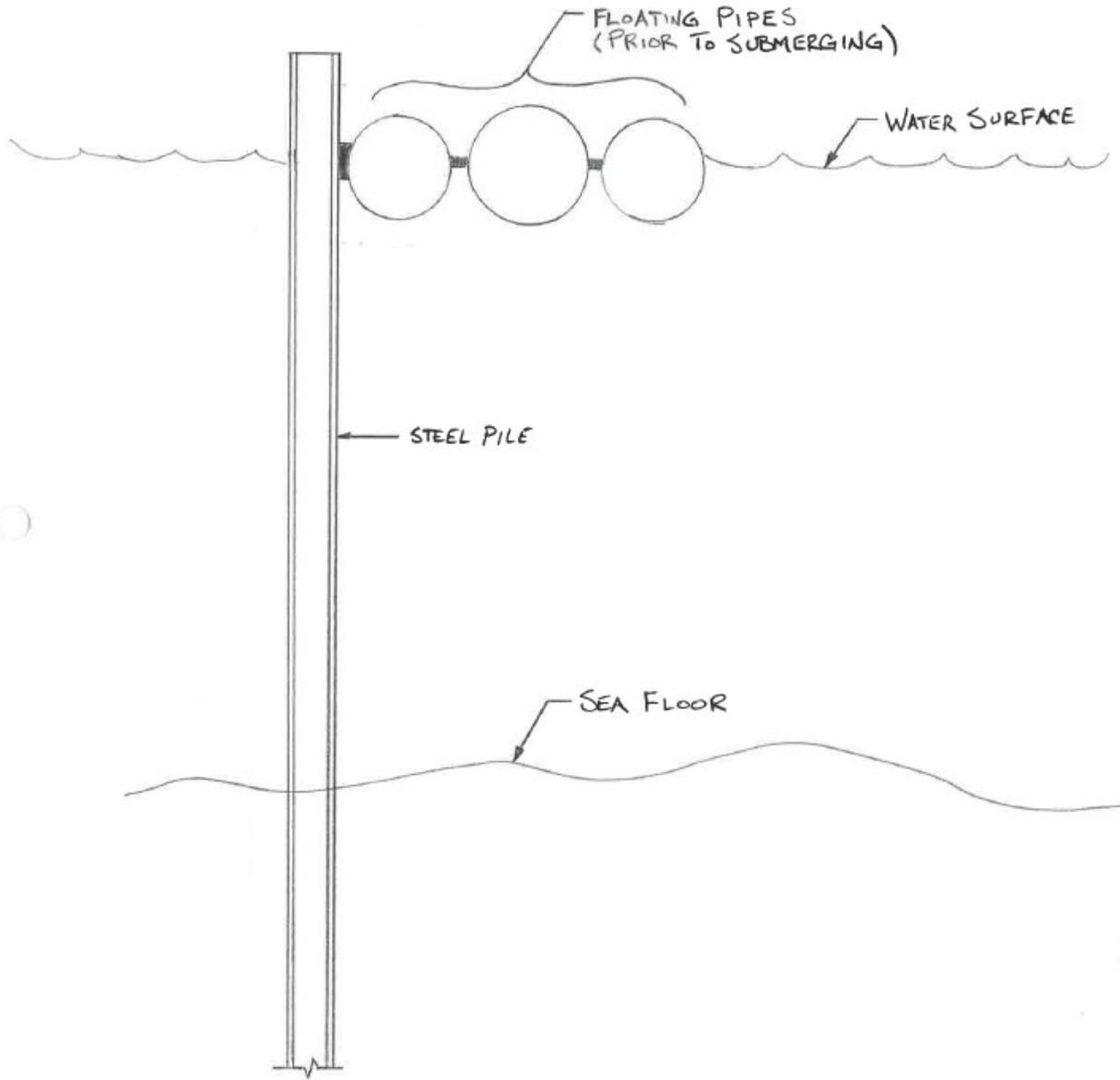
Date \_\_\_\_\_

Sheet \_\_\_\_\_

Subject SEAWATER ACCESS - GUIDE PILES

Job No. \_\_\_\_\_

Initials \_\_\_\_\_



CONCEPTUAL GUIDE PILE DETAIL  
NOT TO SCALE

Conceptual Guide Pile

**8. Exposed upon Seafloor (Station 36+00 to 42+00 to 69+00):**

- a. Summary: In this final zone the three seawater access system pipes will be positioned directly on seafloor. The discharge pipe will veer off and terminate at approximately Station 42+00 while the two intake pipes will extend further to station 69+00. All work will be performed from floating spud barges, push boats and smaller watercraft. The impact corridor width in this zone will be equal to the width of the final pipeline configuration, including concrete ballast blocks and/or pipeline armament.
- b. Construction:  
The pipes once again will be preassembled in the concrete ballast blocks, floated to the site and tethered to temporary pilings and anchors as necessary. Floating silt booms will not be necessary in this zone. Divers will survey the piping route to identify obstacles or depressions that may affect the pipes from properly setting on the sea bottom. Those obstacles and depressions will be corrected and/ or removed and the pipes floated into place and submerged in a controlled “sink” by filling the pipes with water. Divers will again verify and video the final condition.

**9. Intake Structures and Discharge Diffusers:**

- a. Summary: The discharge pipe terminates with a diffuser and the intake pipes each have a support structure and screen, as depicted on the plans.
- b. Construction: Spud barges will be positioned on location and divers will survey the existing bottom so obstacles can be removed and the seafloor can be prepared to accept the final portions of piping. The discharge diffusers will be mated to the discharge pipe and will be sunk with the last leg of pipe. The intake structures will be crane-set and divers will likely install a final insert pipe to join the pipe ends to the intake structure piping. Divers will survey and video the final configuration of these end points.

**10. Attachments:**

- a. Route 1 Bypass: A plan view map depicts the approximate size and location of the temporary bypass to accommodate traffic during installation of piping beneath Route 1.
- b. Progress Plans: Plans by Woodard and Curran “Issued for Permit - Draft” drawings dated 05-02-19 are based on engineering to suit the intake and discharge needs specific to this project. This plan set includes the piping route with stationing, dimensions, details and sections of the pipe configuration zones as well as erosion and sediment controls with dewatering considerations. The pipe diameters shown are preliminary, but will not increase in size. These drawings will be used in coordination with plans detailing the Water Treatment Building which will house the pump station to which these pipes will connect.

- c. Schedule: The attached simple timeline depicts the anticipated sequence and timeframes for each leg of the seawater access system. The waterborne activities are planned to be within the winter season as typically permitted.



Example of a narrow sheet pile structure with struts to suit this type of work.



Example of a shoreline coffer cell and excavator on the mudflats.

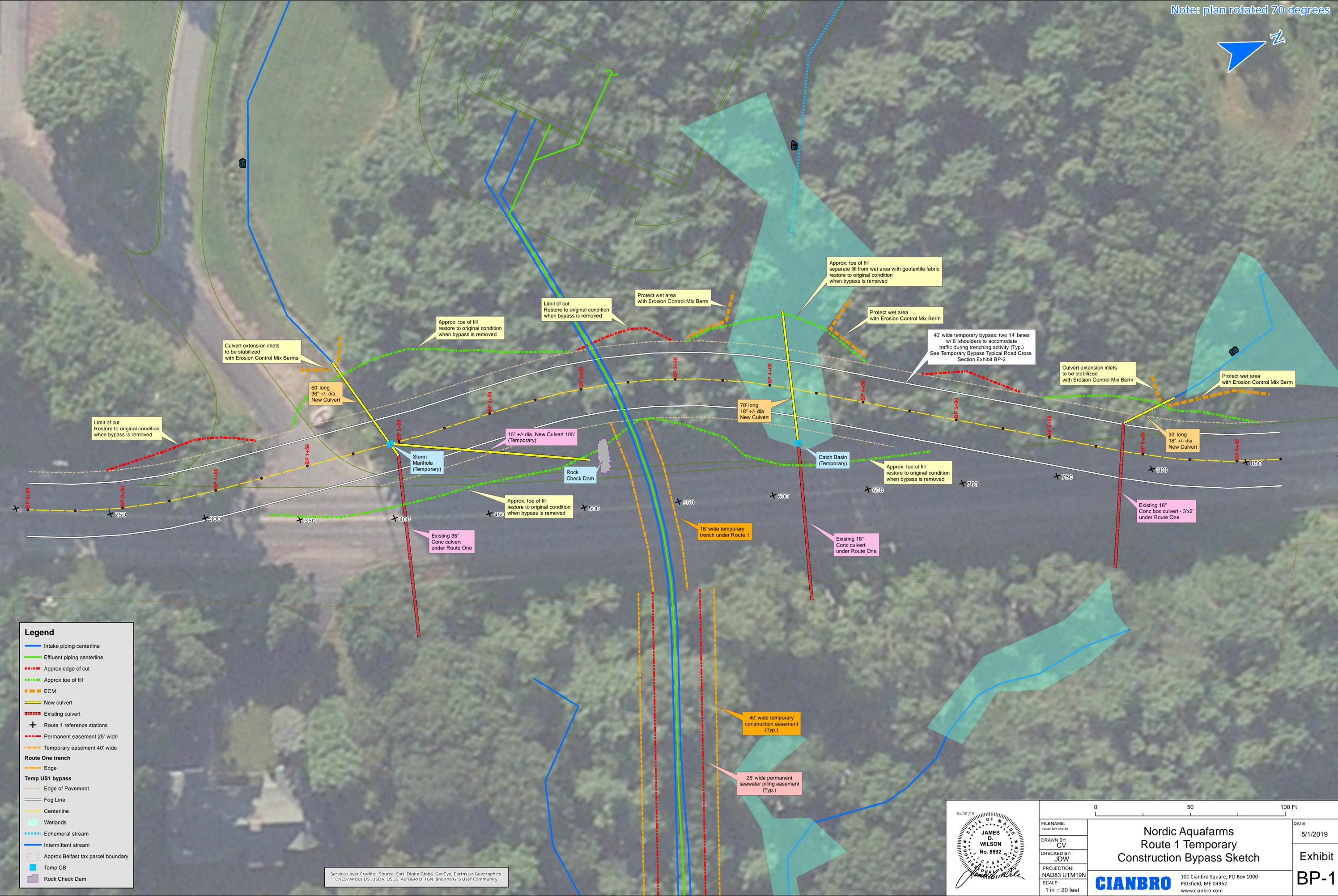


Example of a spud barge with crane, clamshell suited for this work.

**ATTACHMENT B**

Revised Drawing BP-1

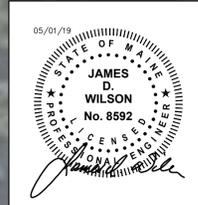
Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N



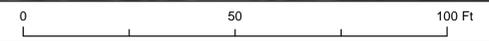
**Legend**

- Intake piping centerline
- Effluent piping centerline
- Approx edge of cut
- Approx toe of fill
- ECM
- New culvert
- Existing culvert
- + Route 1 reference stations
- Permanent easement 25' wide
- Temporary easement 40' wide
- Route One trench**
- Edge
- Temp US1 bypass**
- Edge of Pavement
- Fog Line
- Centerline
- Wetlands
- Ephemeral stream
- Intermittent stream
- Approx Belfast tax parcel boundary
- Temp CB
- Rock Check Dam

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



FILENAME: Nordic BP1 050119	DATE: 5/1/2019
DRAWN BY: CV	Exhibit BP-1
CHECKED BY: JDW	
PROJECTION: NAD83 UTM19N	<b>CIANBRO</b> 101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com
SCALE: 1 in = 20 feet	



**ATTACHMENT C**

Eckrote Signed Agreement Including Color Exhibit A

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

## EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (this "Agreement"), dated as of this 6<sup>th</sup> 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.

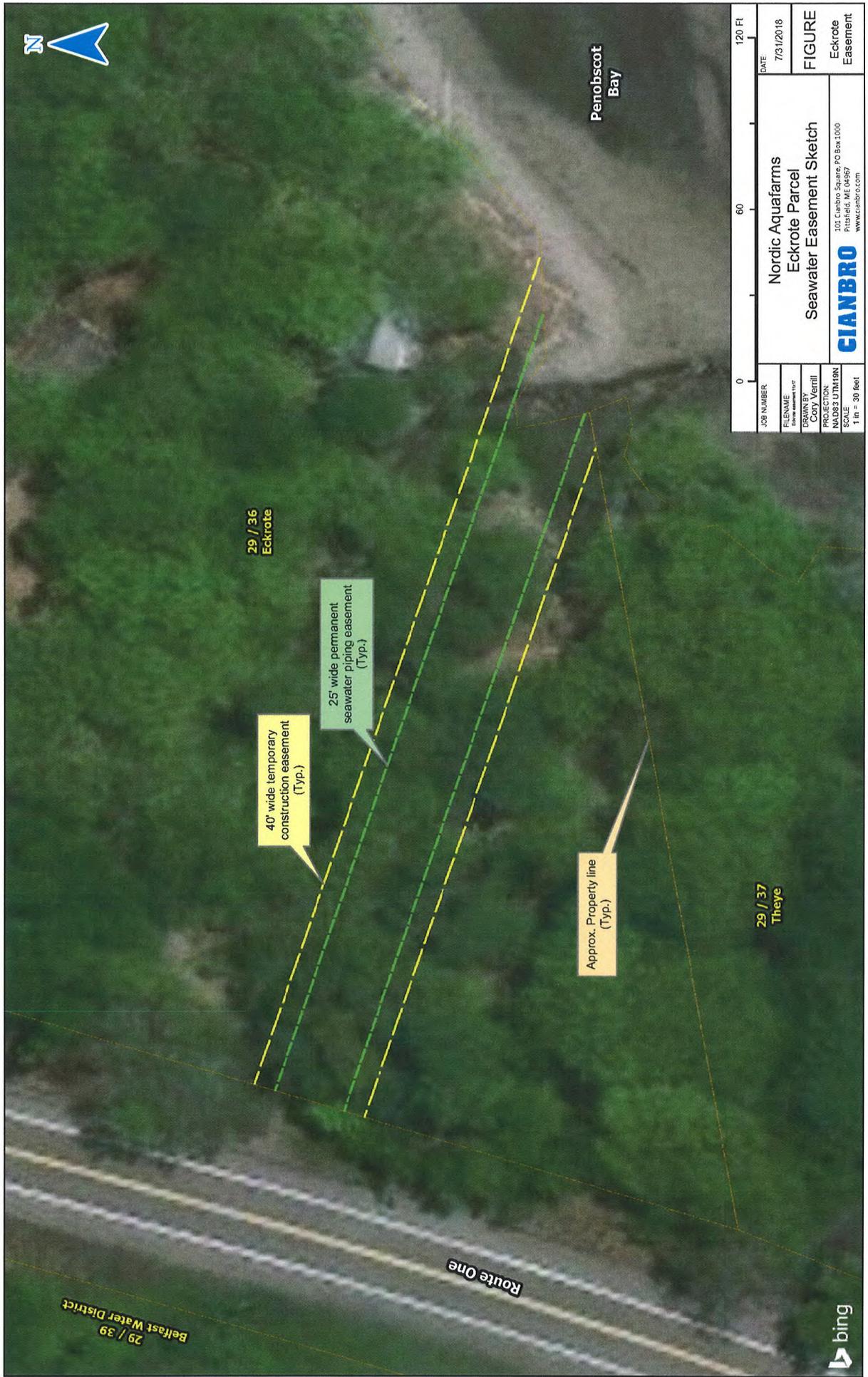
By:

EH  
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	DATE		Eckrote Easement
7/31/2018			
DRAWN BY	PROJECTION		
Cory Ventill	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

**ATTACHMENT D**

Complete Options and Purchase Agreement, dated January 30, 2018

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

## 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 proratable 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

also be simultaneously sent to Kelly & Associates, LLC, 96 High Street, Belfast, Maine 04915, Attention: William Kelly, Esq. A copy of any notice to Seller shall also be simultaneously sent to Eaton Peabody, 80 Exchange Street, Bangor, Maine 04402, Attention: Sarah L. Reinhart, Esq. Notices by any party may be sent by such party's counsel.

16. 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.

17. Successors and Assigns.

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

b. NAF may not assign this Agreement and the rights or benefits hereof, except that NAF 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 NAF or any institutional investor partner of NAF which entity was also assigned and did assume the Evaluation Agreement and Water Supply Agreement. The term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

c. The City may not assign this Agreement but may assign title to a land trust of independent trustees or directors for the Waterfront Parcel after closing, so long as the Waterfront Parcel shall be used exclusively for municipal and/or public use and benefit.

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

19. 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.

20. 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.

21. Post-Closing Obligations. After the Closing, the parties shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.

22. Entire Agreement. This Agreement supersedes all prior agreements and

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

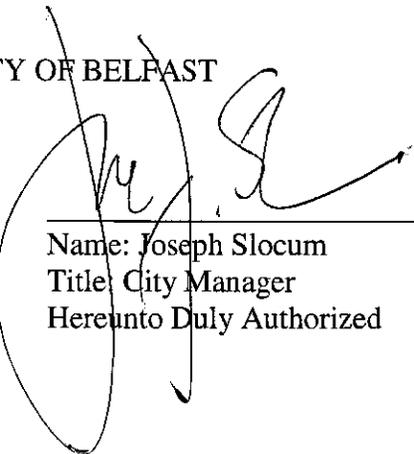
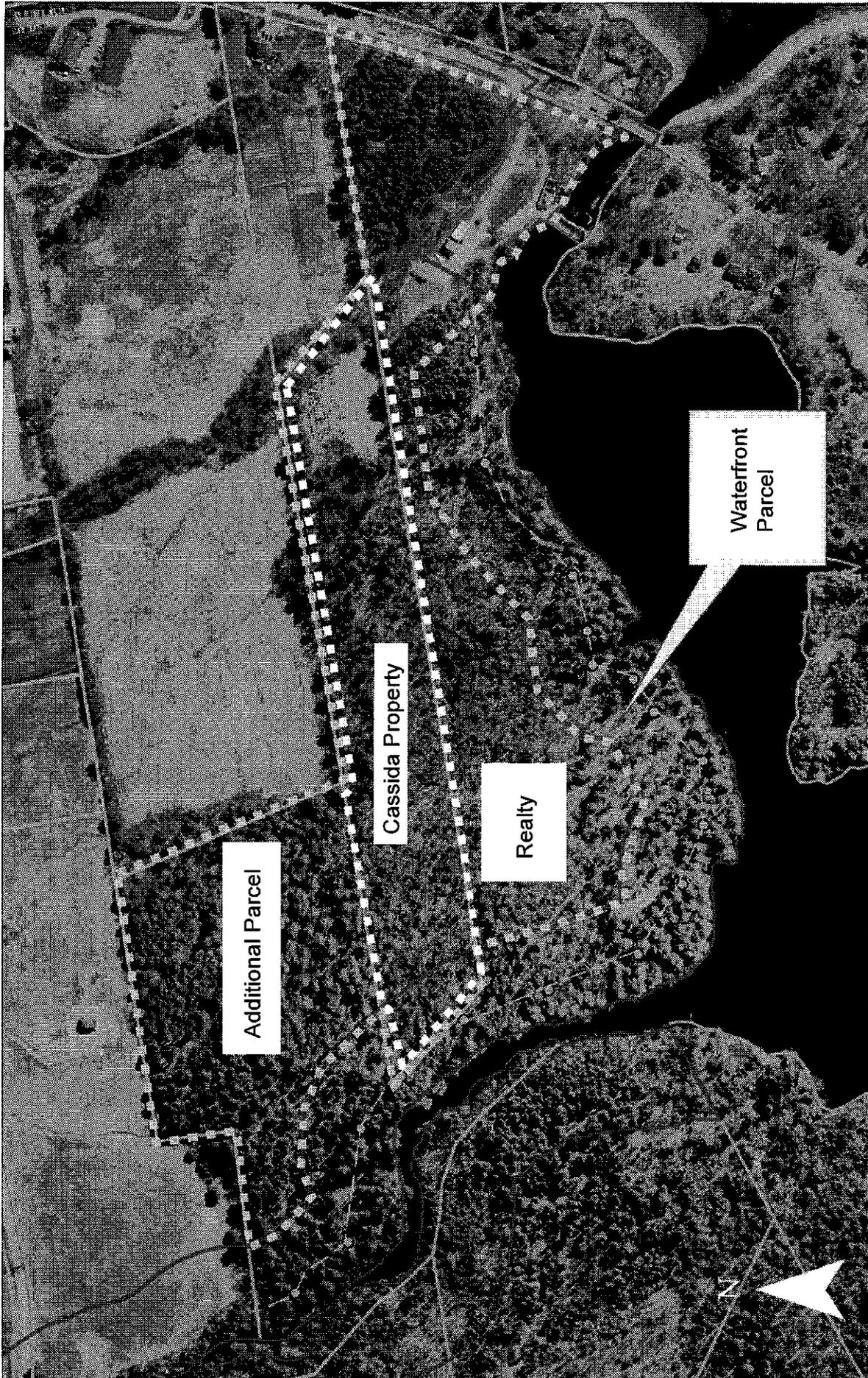
By:   
Name: Joseph Slocum  
Title: City Manager  
Hereunto Duly Authorized

EXHIBIT 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

# 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



This Portion of District Property is about 12 Acres

This Portion of District Property That is Part of Sale Area is about 18 Acres

Portion of District Property in Resource Protection District that is not part of Sale Area Shown on Plan is About 18 Acres



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

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

**ATTACHMENT E**

Belfast Water District Extension Agreement, dated July 25, 2019

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N



July 25, 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, 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 right to extend the term of the Premises Option for an additional six (6) months.

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

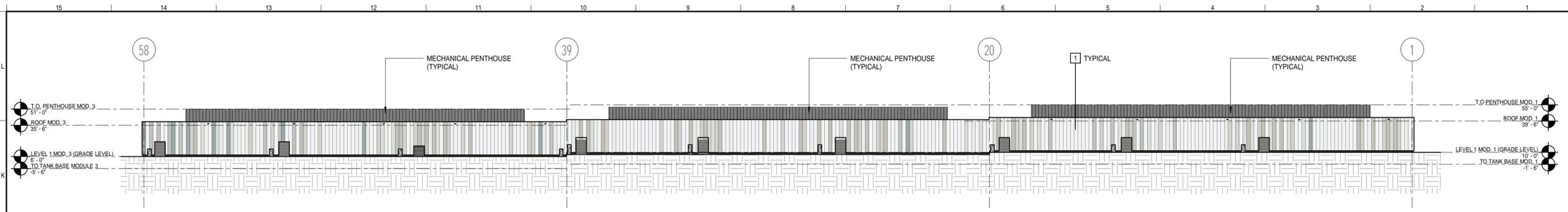
By Email and Federal Express:  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915  
Attn: William Kelly, Esq.  
Email: bkelly11@bluestreakme.com

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

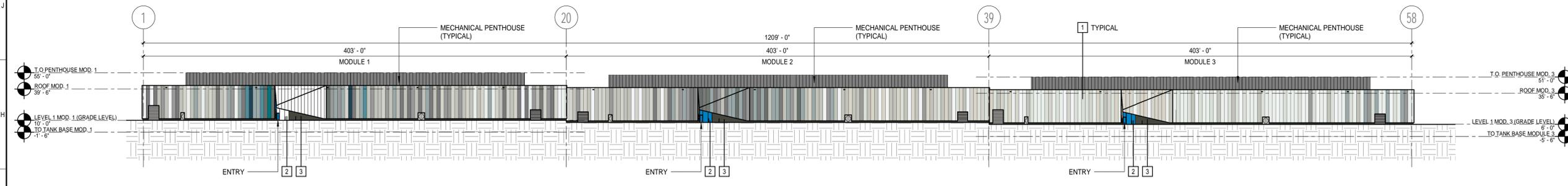
**ATTACHMENT F**

Building Architectural Elevation Drawings

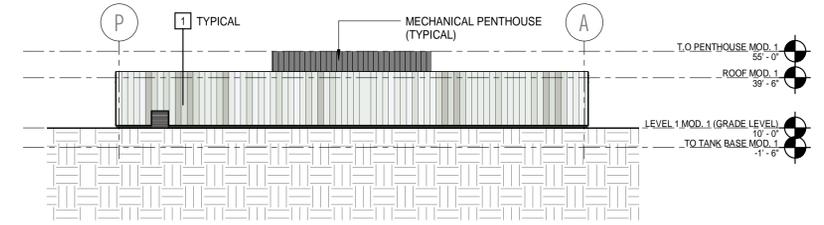
Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N



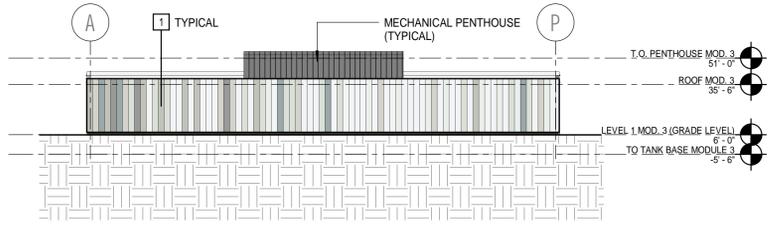
**BUILDING 1 NORTH ELEVATION** (J1)  
1" = 50'-0"



**BUILDING 1 SOUTH ELEVATION** (G1)  
1" = 50'-0"



**BUILDING 1 WEST ELEVATION** (E6)  
1" = 50'-0"



**BUILDING 1 EAST ELEVATION** (E1)  
1" = 50'-0"

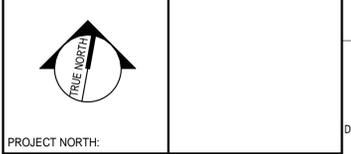
**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

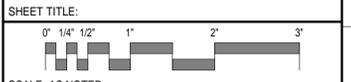
ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE

BELFAST, MAINE

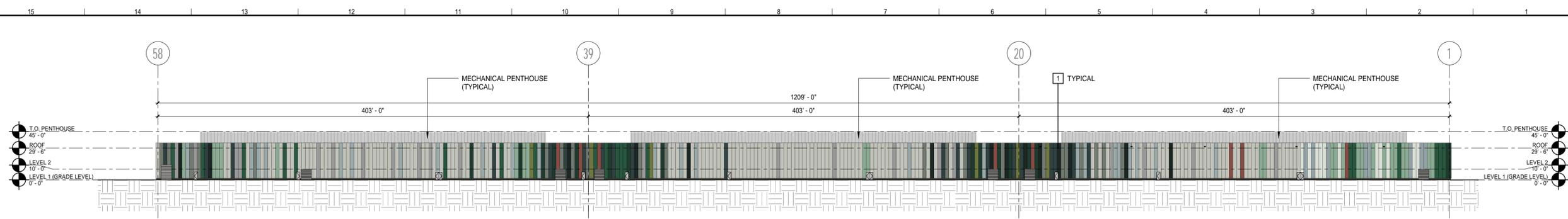
**BUILDING 1 - EXTERIOR ELEVATIONS**



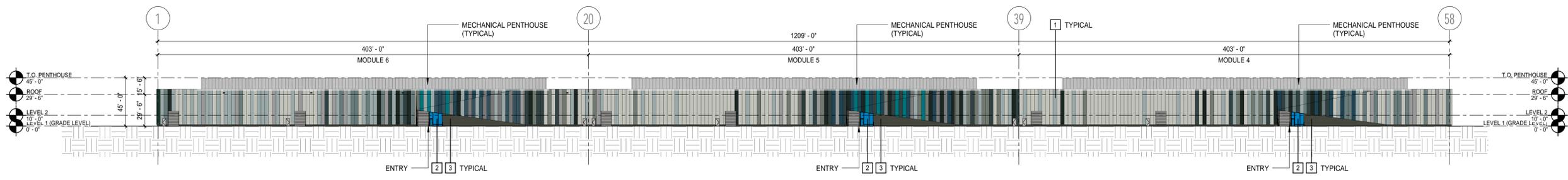
SCALE: AS NOTED

PROJECT MANAGER: ADB	PROJECT NO: 18076-00
A/E OF RECORD: Checker	
JOB CAPTAIN: FSP	
DRAWN BY: Author	<b>01AE200</b>
SMRT FILE: 01AE200-18076-00	SHEET No. <span style="float: right;">©Copyright 2018 SMRT Inc.</span>

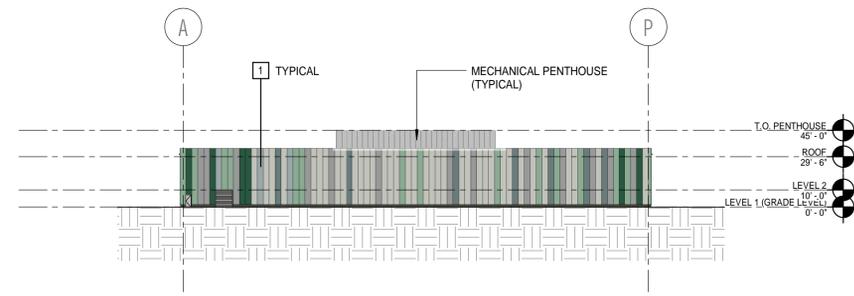
NOT FOR CONSTRUCTION



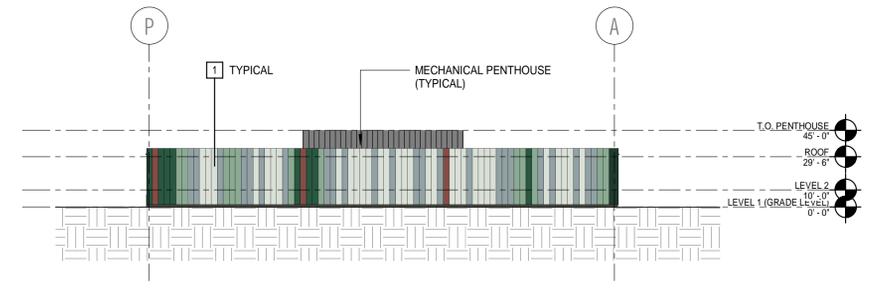
**BUILDING 2 SOUTH ELEVATION** (D1)  
1" = 50'-0"



**BUILDING 2 NORTH ELEVATION** (G1)  
1" = 50'-0"



**BUILDING 2 EAST ELEVATION** (E7)  
1" = 50'-0"



**BUILDING 2 WEST ELEVATION** (E1)  
1" = 50'-0"

**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:

PROJECT NORTH:

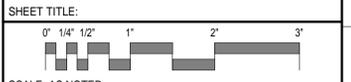
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

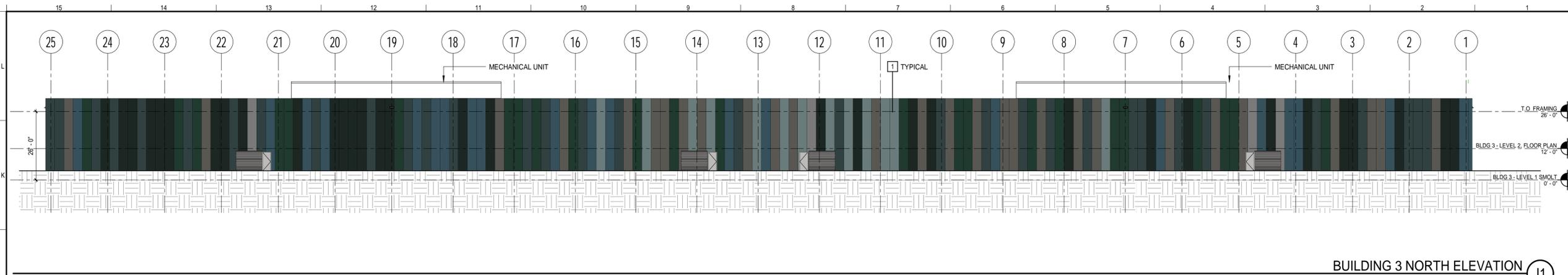
**BUILDING 2 - EXTERIOR ELEVATIONS**



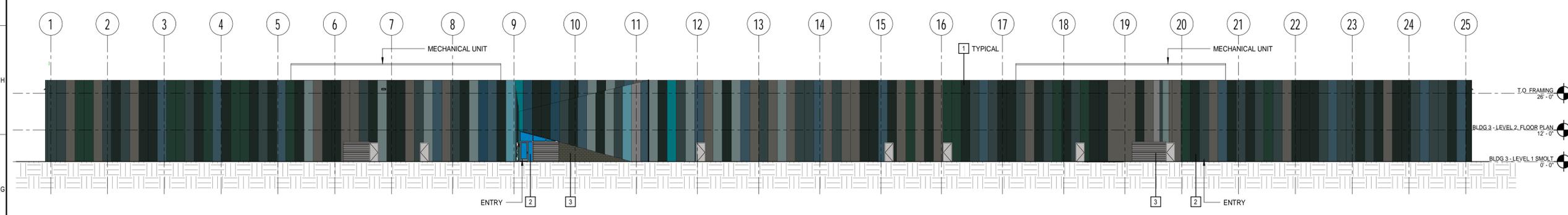
SCALE: AS NOTED

PROJECT MANAGER: ADB PROJECT NO: 18076-00  
A/E OF RECORD: Checker  
JOB CAPTAIN: FSP  
DRAWN BY: NR  
SMRT FILE: 02AE200-18076-00 SHEET No. 02AE200

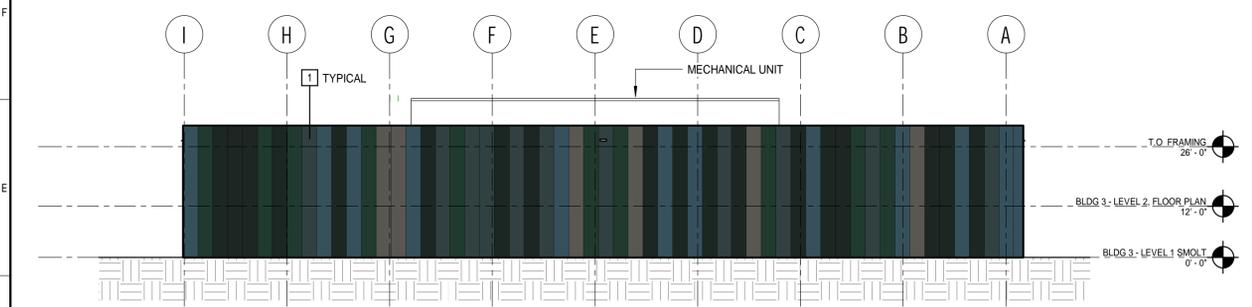
NOT FOR CONSTRUCTION



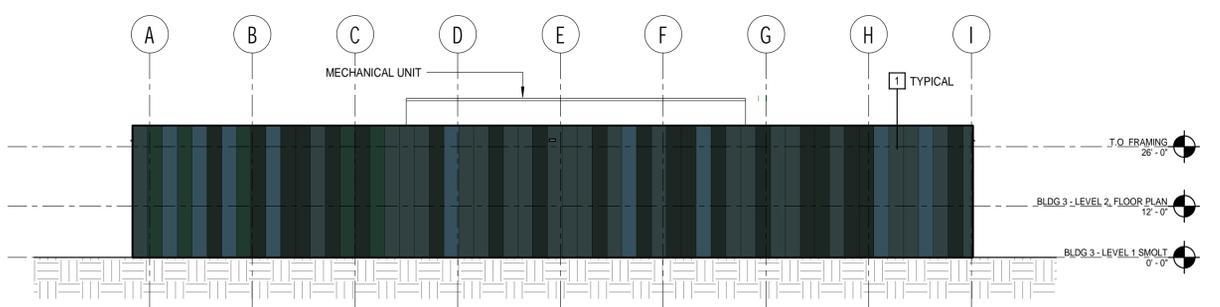
**BUILDING 3 NORTH ELEVATION** (J1)  
1" = 20'-0"



**BUILDING 3 SOUTH ELEVATION** (F1)  
1" = 20'-0"



**BUILDING 3 EAST ELEVATION** (D8)  
1" = 20'-0"



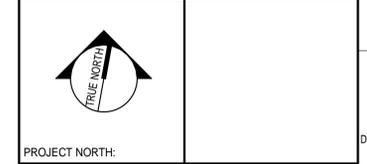
**BUILDING 3 EAST ELEVATION** (D1)  
1" = 20'-0"

- KEYED NOTES:**
- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
  - 2 ALUMINUM STOREFRONT
  - 3 CONCRETE MASONRY VENEER
  - 4 WOOD-LOOK PHENOLIC PANELS
  - 5 DECORATIVE METAL TILES
  - 6 UNITIZED FIELD STONE VENEER
  - 7 TEMPERED GLASS GUARDRAIL
  - 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:



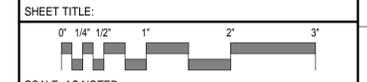
PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

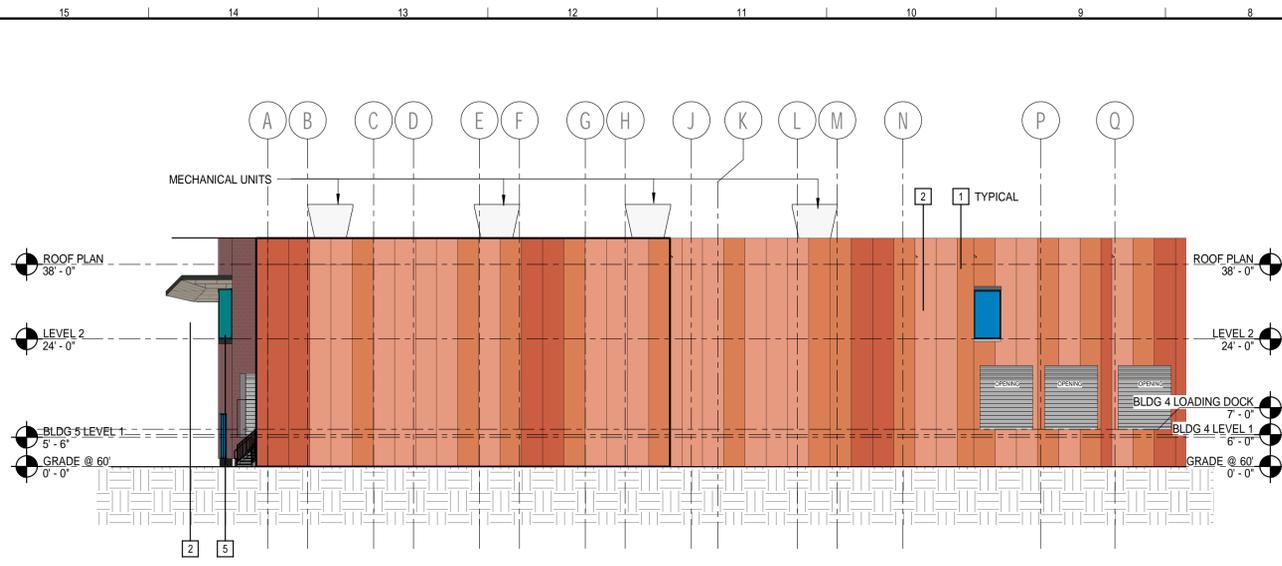
**BUILDING 3 - EXTERIOR ELEVATIONS**



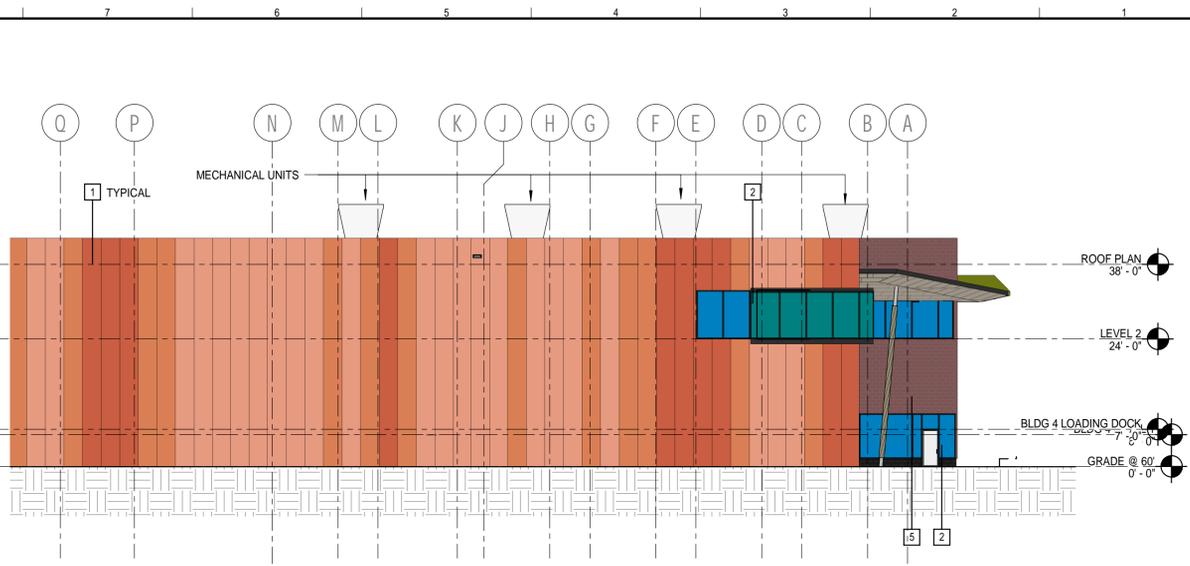
SCALE: AS NOTED

PROJECT MANAGER: ADB	PROJECT NO: 18076-00
A/E OF RECORD: Checker	
JOB CAPTAIN: FSP	
DRAWN BY: Author	
SMRT FILE: 03AE200-18076-00	SHEET No. <b>03AE200</b>

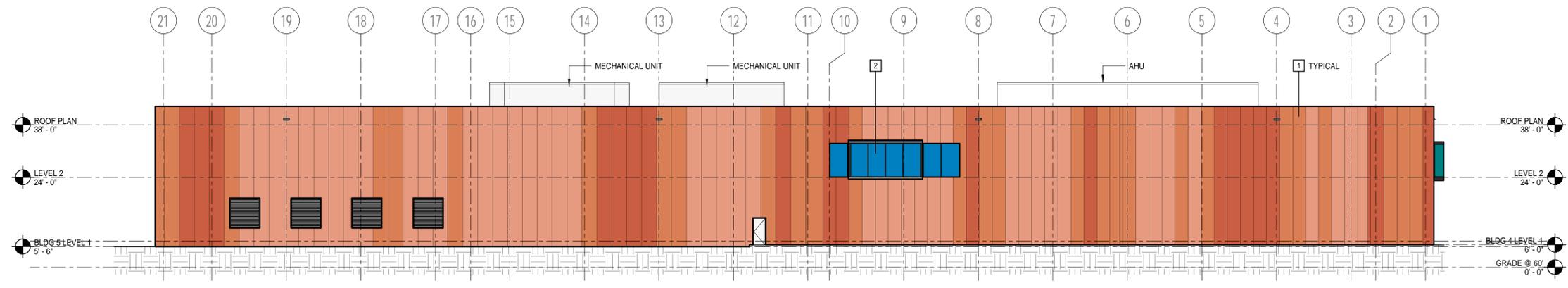
NOT FOR CONSTRUCTION



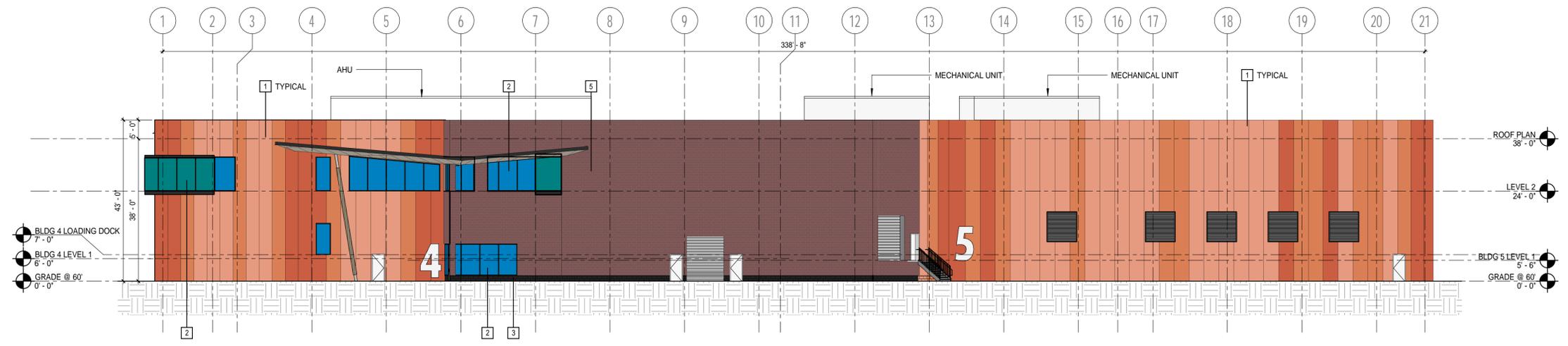
BUILDING 4 & 5, EAST ELEVATION  
1/16" = 1'-0" (H9)



BUILDING 4 & 5, WEST ELEVATION  
1/16" = 1'-0" (H1)



BUILDING 4 & 5, NORTH ELEVATION  
1/16" = 1'-0" (D1)



BUILDING 4 & 5, SOUTH ELEVATION  
1/16" = 1'-0" (A1)

**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

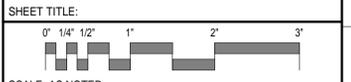
ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY

**SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**BUILDING 4 & 5 - EXTERIOR ELEVATIONS**



SCALE: AS NOTED

PROJECT MANAGER: ADB PROJECT NO: 18076-00

A/E OF RECORD: Checker

JOB CAPTAIN: FSP

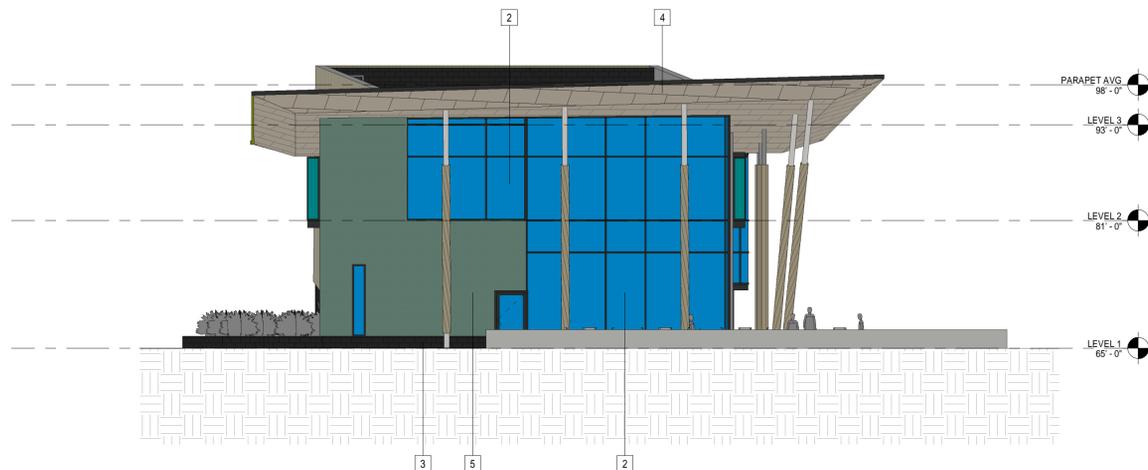
DRAWN BY: Author

SMRT FILE: 04AE200-18076-00 SHEET No. 04AE200

NOT FOR CONSTRUCTION



BUILDING 7 NORTH ELEVATION (D9)  
3/32" = 1'-0"



BUILDING 7 SOUTH ELEVATION (H1)  
3/32" = 1'-0"

**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY  
**SMRT**  
**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

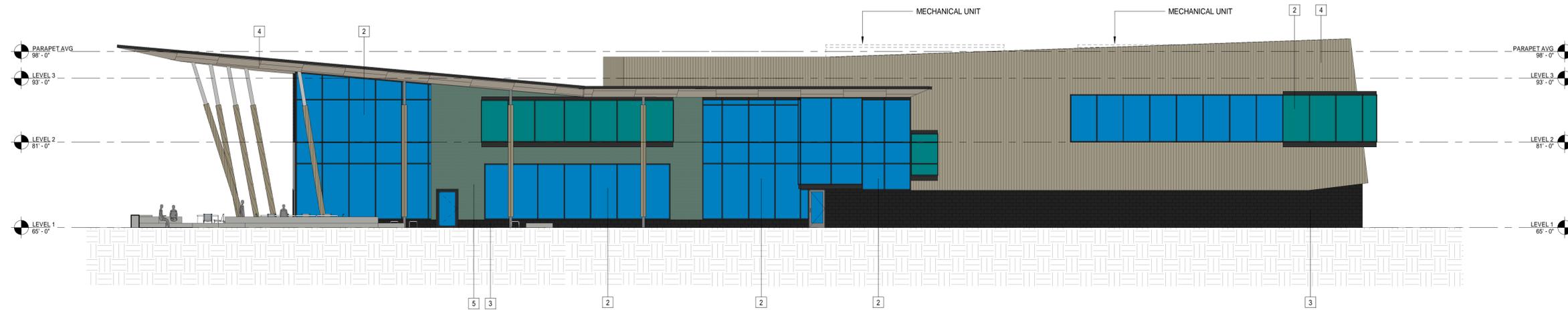
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE

**BUILDING 7 - EXTERIOR ELEVATIONS**

SHEET TITLE:  
0' 1/4" 1/2" 1' 2' 3'

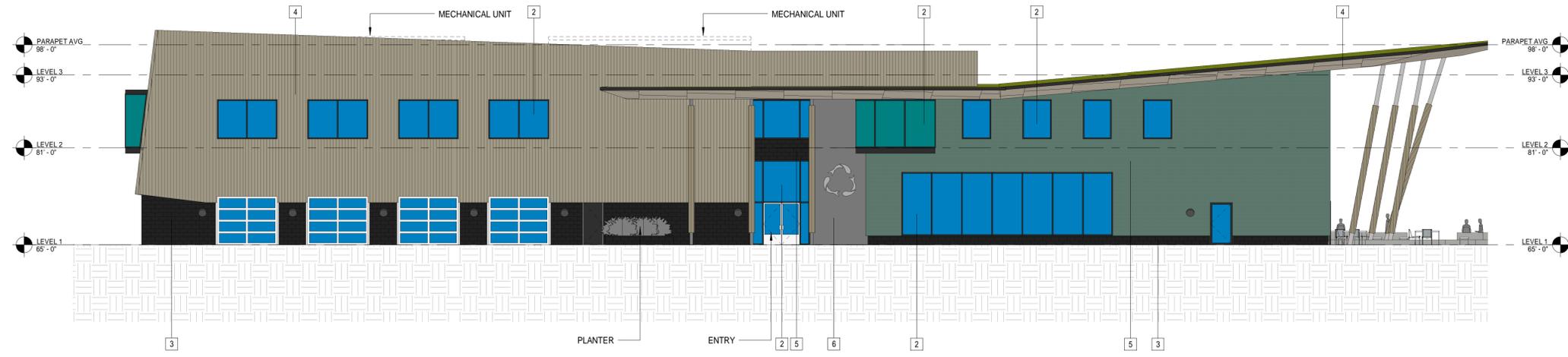
SCALE: AS NOTED  
PROJECT MANAGER: \_\_\_\_\_ PROJECT NO: Project Number  
A/E OF RECORD: Checker \_\_\_\_\_  
JOB CAPTAIN: \_\_\_\_\_  
DRAWN BY: Author \_\_\_\_\_  
SMRT FILE: 07AE200-Project Number SHEET No. **07AE200**

NOT FOR CONSTRUCTION



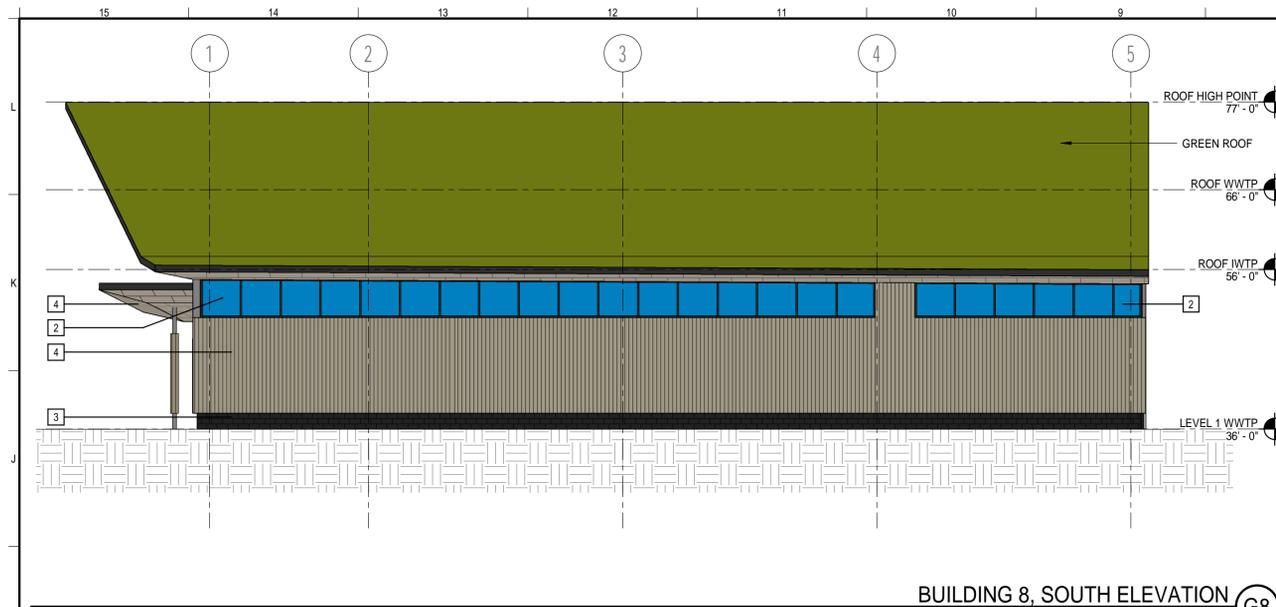
BUILDING 7 EAST ELEVATION 2 (D8)  
3/32" = 1'-0"

BUILDING 7 EAST ELEVATION (D1)  
3/32" = 1'-0"



BUILDING 7 WEST ELEVATION (A6)  
3/32" = 1'-0"

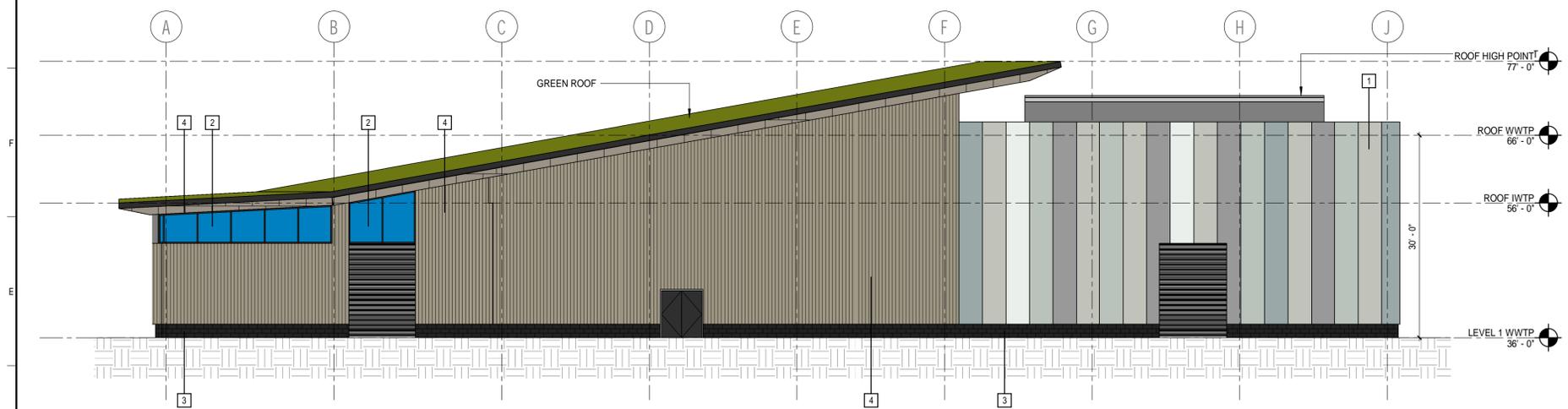
BUILDING 7 WEST 2 ELEVATION (A1)  
3/32" = 1'-0"



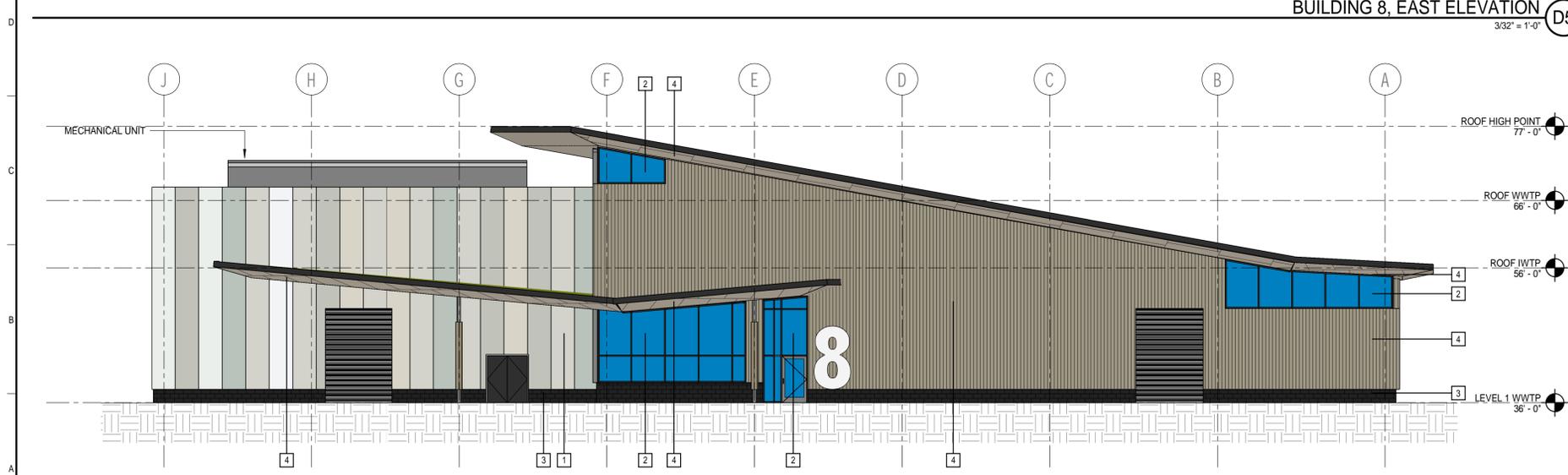
BUILDING 8, SOUTH ELEVATION (G8)  
3/32" = 1'-0"



BUILDING 8, NORTH ELEVATION (G1)  
3/32" = 1'-0"



BUILDING 8, EAST ELEVATION (D5)  
3/32" = 1'-0"



BUILDING 8, WEST ELEVATION (A5)  
3/32" = 1'-0"

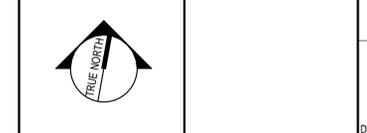
**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**BUILDING 8, EXTERIOR ELEVATIONS**

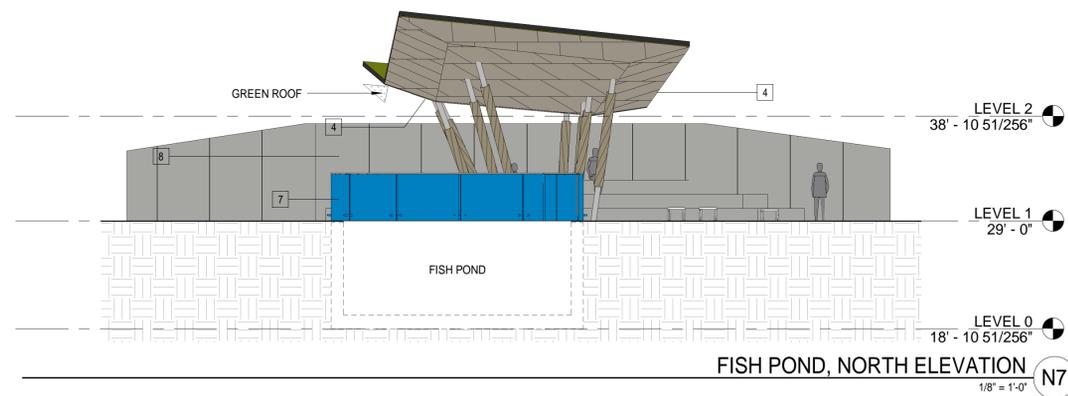
SHEET TITLE:  
0' 1/4" 1/2" 1" 2" 3"

SCALE: AS NOTED

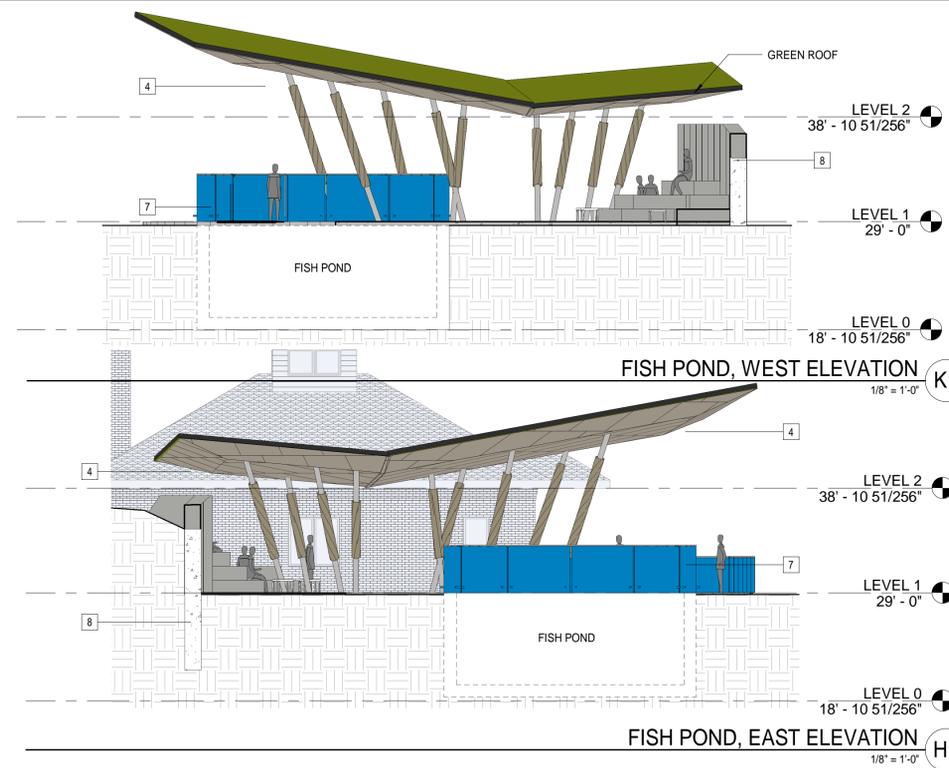
PROJECT MANAGER: XXX PROJECT NO: 18076-00  
A/E OF RECORD: Checker  
JOB CAPTAIN: XXX  
DRAWN BY: Author  
SMRT FILE: 08AE200-18076-00 SHEET No. **08AE200**

NOT FOR CONSTRUCTION

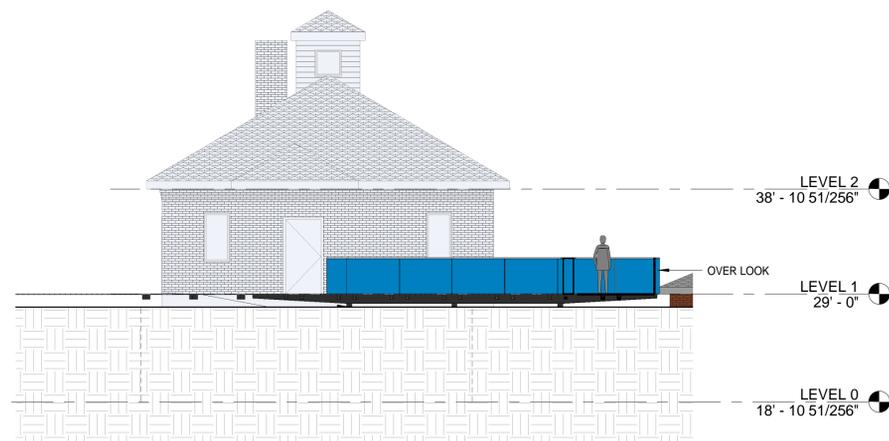




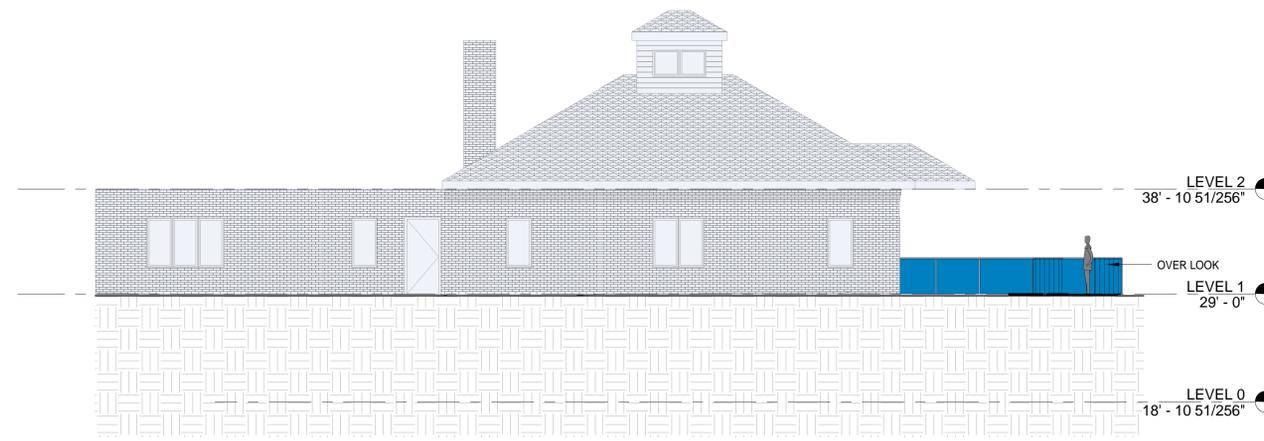
FISH POND, NORTH ELEVATION  
1/8" = 1'-0" (N7)



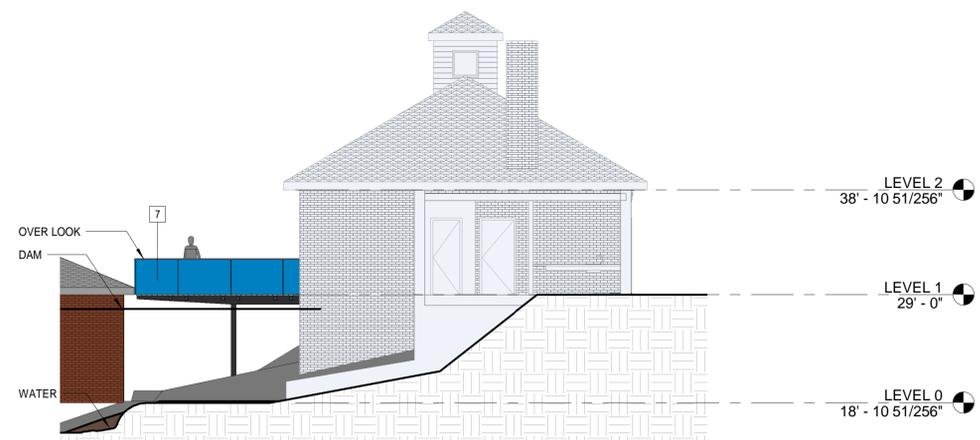
FISH POND, EAST ELEVATION  
1/8" = 1'-0" (H1)



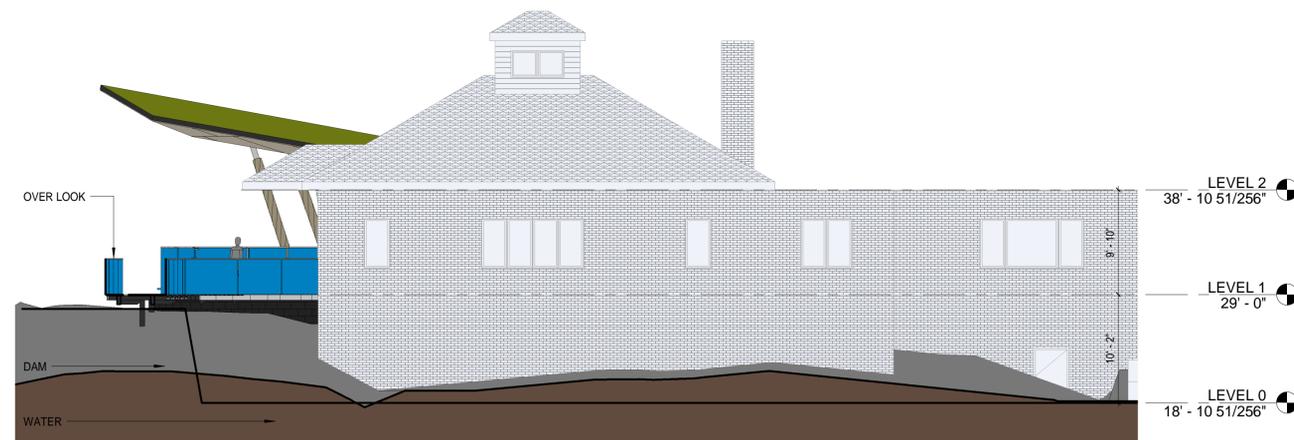
BUILDING 10, NORTH ELEVATION  
1/8" = 1'-0" (D9)



BUILDING 10, EAST ELEVATION  
1/8" = 1'-0" (D1)



BUILDING 10, SOUTH ELEVATION  
1/8" = 1'-0" (A9)



BUILDING 10, WEST ELEVATION  
1/8" = 1'-0" (A1)

**KEYED NOTES:**

- 1 INSULATED METAL PANELS (MULTIPLE COLORS AND RANDOM DISTRIBUTION)
- 2 ALUMINUM STOREFRONT
- 3 CONCRETE MASONRY VENEER
- 4 WOOD-LOOK PHENOLIC PANELS
- 5 DECORATIVE METAL TILES
- 6 UNITIZED FIELD STONE VENEER
- 7 TEMPERED GLASS GUARDRAIL
- 8 GRANITE RETAINING WALL

REV	DESCRIPTION	DATE

**ISSUE FOR PERMIT**

CURRENT ISSUE STATUS:

PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE|ENGINEERING|PLANNING|INTERIORS|ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**BUILDING 10 & FISH POND - EXTERIOR ELEVATIONS**

SHEET TITLE:

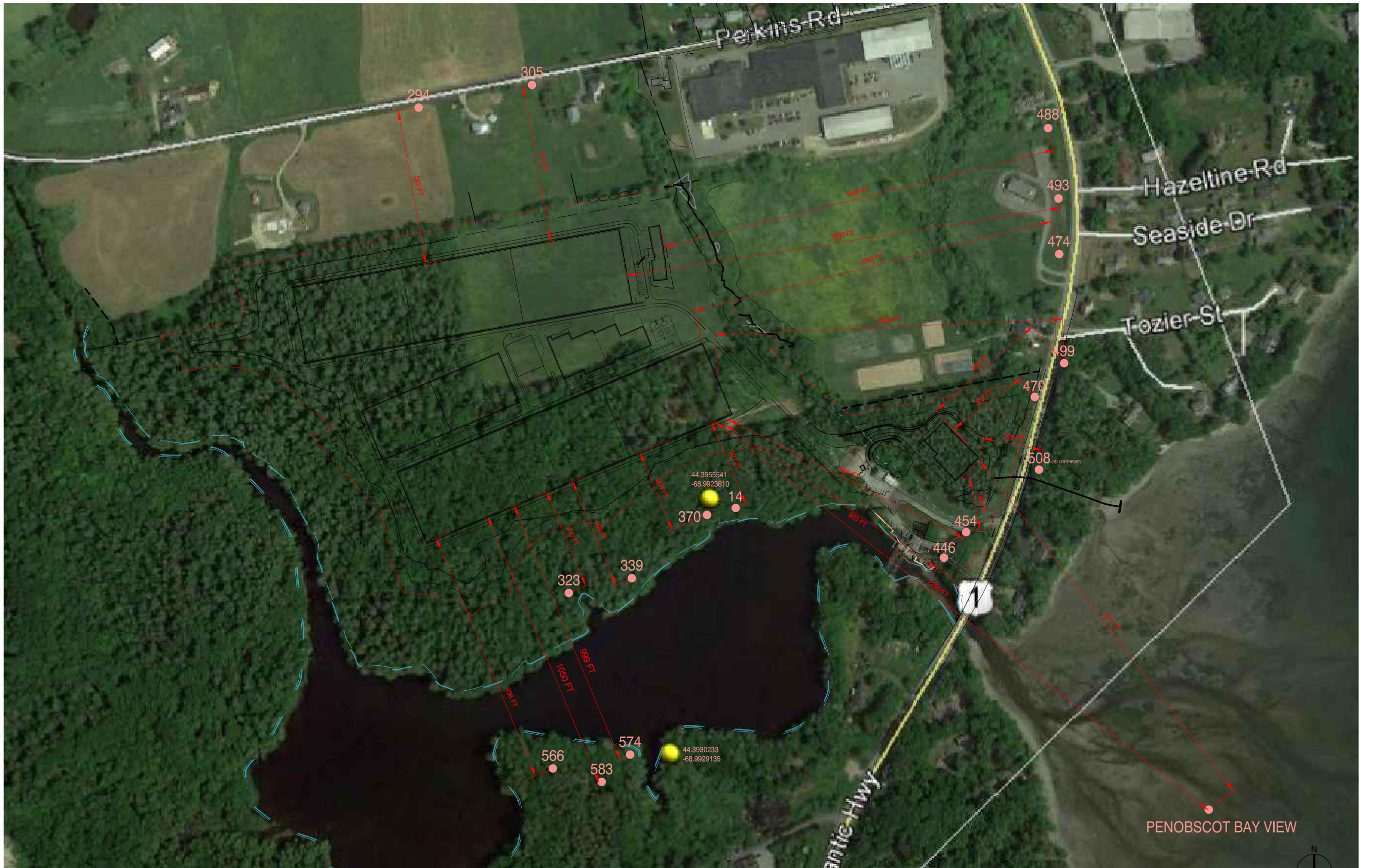
SCALE: AS NOTED

PROJECT MANAGER:	PROJECT NO: Project Number
A/E OF RECORD: Checker	
JOB CAPTAIN:	
DRAWN BY: Author	<b>10AE200</b>
SMRT FILE: 10AE200-Project Number	SHEET No. <b>10AE200-01</b>

**ATTACHMENT G**

Plan Distances from Photo Points

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N



APPROXIMATE VIEW POINT DISTANCES

PENOBSCOT BAY VIEW



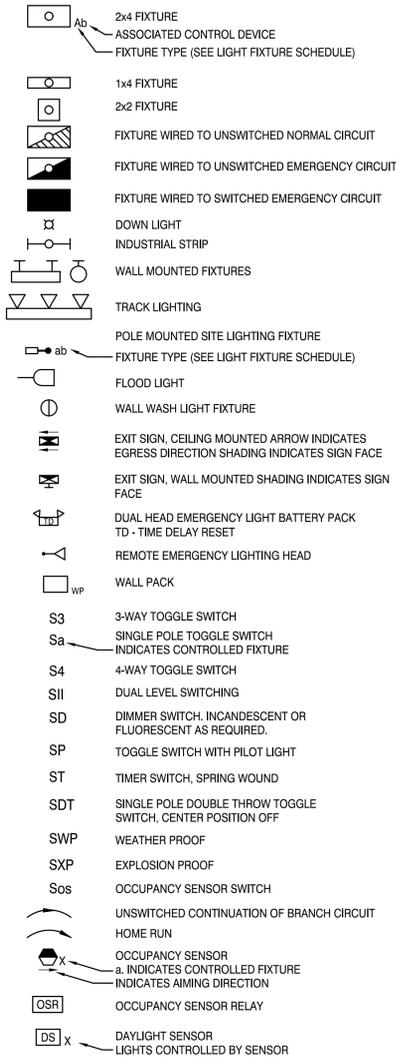
SMRT Project No. 18076

**ATTACHMENT H**

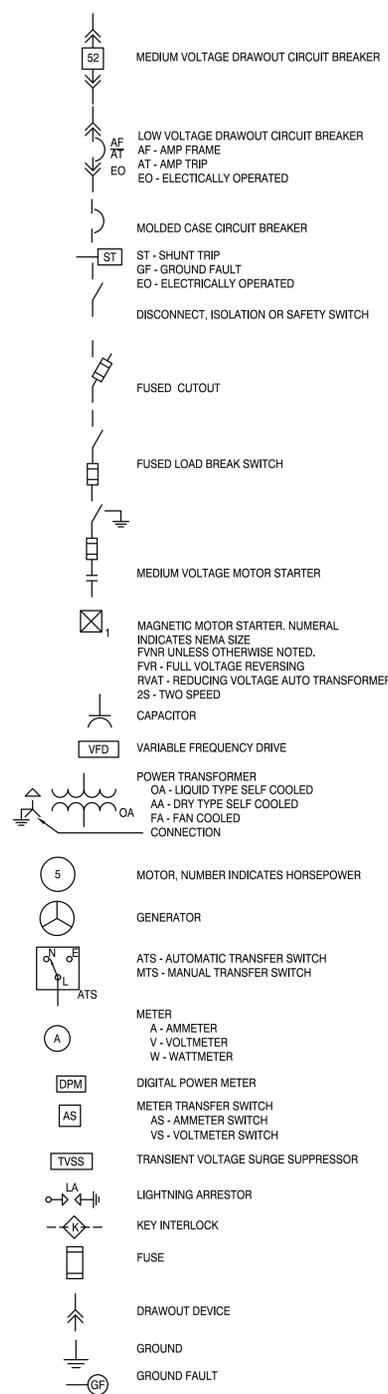
Electrical Plans and Narrative

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

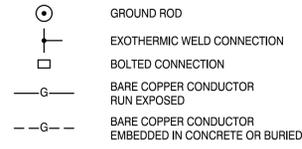
**LIGHTING**



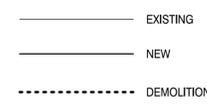
**ONE LINE DIAGRAM**



**GROUNDING**



**LINE TYPES**



**ABBREVIATIONS**

A, AMP	AMPERE	LA	LIGHTNING ARRESTER
AFF	ABOVE FINISHED FLOOR	LTG	LIGHTING
AFG	ABOVE FINISHED GRADE	MC	METAL CLAD
AHJ	AUTHORITY HAVING JURISDICTION	MCB	MAIN CIRCUIT BREAKER
AIC	AMPERE INTERRUPTING CAPACITY	MFR	MANUFACTURER
AWG	AMERICAN WIRE GAUGE	MI	MINERAL INSULATED
BFG	BELOW FINISHED GRADE	MLO	MAIN LUG ONLY
BOS	BOTTOM OF STEEL	MTD	MOUNTED
C	CONDUIT, CONDUCTOR	MV	MEDIUM VOLTAGE
CATV	CABLE TELEVISION	NC	NORMALLY CLOSED
CB	CIRCUIT BREAKER	NEC	NATIONAL ELECTRICAL CODE
CCTV	CLOSED CIRCUIT TELEVISION	NEG	NEGATIVE
CPT	CONTROL POWER TRANSFORMER	NEUT	NEUTRAL
CT	CURRENT TRANSFORMER	NIC	NOT IN CONTRACT
CU	COPPER	NO	NORMALLY OPEN
DACT	DIGITAL ALARM COMMUNICATOR	NTS	NOT TO SCALE
DB	TRANSMITTER	PF	POWER FACTOR
DISC	DISCONNECT	PH	PHASE
DN	DOWN	PVC	POLYVINYL CHLORIDE
EMT	ELECTRICAL METALLIC TUBING	RGS	RIGID STEEL CONDUIT
EWC	ELECTRIC WATER COOLER	RTD	RIGID STEEL CONDUIT RESISTANCE TEMPERATURE DETECTOR
FAA	FIRE ALARM ANNUNCIATOR	SN	SOLID NEUTRAL
FACP	FIRE ALARM CONTROL PANEL	STP	SHIELDED TWISTED PAIR
FBO	FURNISHED BY OTHERS	STT	SHIELDED TWISTED TRIPLET
FU	FUSE	SWBD	SWITCHBOARD
FWE	FURNISHED WITH EQUIPMENT	SWGR	SWITCHGEAR
GEN	GENERATOR	TOS	TOP OF STEEL
GFCI	GROUND FAULT CIRCUIT BREAKER	TP	TAMPER PROOF
GND	GROUND	TRANSF	TRANSFORMER
HP	HORSEPOWER	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
HTR	HEATER	UNO	UNLESS NOTED OTHERWISE
IG	ISOLATED GROUND	V	VOLT
IMC	INTERMEDIATE METAL CONDUIT	VA	VOLT-AMPERE
K	KILO	VAR	VOLT-AMPERE REACTIVE
KCMIL	THOUSAND CIRCULAR MILS	WM	WATT METER
KV	KILOVOLT	WP	WEATHER PROOF
KVA	KILOVOLT-AMPERE	XFMR	TRANSFORMER
KVAR	KILOVOLT-AMPERE REACTIVE	XP	EXPLOSION PROOF
KW	KILOWATT		
KWH	KILOWATT-HOUR		

**GENERAL NOTES:**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NFPA-70, NATIONAL ELECTRICAL CODE (NEC).
- ALL PENETRATIONS THROUGH FLOORS, RATED WALLS AND PARTITIONS SHALL BE SEALED WITH UL APPROVED FIRE SEALANT MATERIAL TO MAINTAIN THE RATING OF SEPARATION.
- AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED WITH EVERY FEEDER AND BRANCH CIRCUIT.
- LIGHTING TOGGLE SWITCHES SHALL BE COMMERCIAL SPECIFICATION GRADE 277 VOLT, SIDE WIRED AND PROVIDED WITH GROUNDING SCREW. LEVITON, PASS AND SEYMOUR OR APPROVED EQUAL COORDINATE COLOR WITH ARCHITECT.
- ALL WIRING SHALL BE 600V, COPPER WITH THHN/THWN INSULATION. SERVICE ENTRANCE CONDUCTORS SHALL HAVE XHHW INSULATION.

EXTERIOR LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MANUFACTURER	MODEL NUMBER	MOUNTING	LAMP	LUMEN	WATTAGE	VOLTAGE	NOTES
WP3A	WALL MOUNTED, FULL CUT OFF LED AREA LIGHT WITH TYPE 3 DISTRIBUTION	KIM LIGHTING	ALT1-54L-120-3K7-3-UNV	WALL MOUNT 20' AFG	3000K LED	13000	120	277V	
WP4A	WALL MOUNTED, FULL CUT OFF LED AREA LIGHT WITH TYPE 4 DISTRIBUTION	KIM LIGHTING	ALT1-54L-120-3K7-4W-UNV	WALL MOUNT 20' AFG	3000K LED	13000	120	277V	
WP4B	WALL MOUNTED, FULL CUT OFF LED WALL PACK WITH TYPE 4 DISTRIBUTION	BEACON LIGHTING	TRV-D 24NB-5S 3K T4 UNV	WALL MOUNT 12' AFG	3000K LED	5500	55	277V	
WP4C	WALL MOUNTED, FULL CUT OFF LED WALL PACK WITH TYPE 4 DISTRIBUTION	BEACON LIGHTING	TRV-D 24NB-27 3K T4 UNV	WALL MOUNT 16' AFG	3000K LED	3000	27	277V	
PL3A	POLE MOUNTED, FULL CUT OFF LED AREA LIGHT WITH TYPE 3 DISTRIBUTION	KIM LIGHTING	ALT1-54L-120-3K7-3-UNV	POLE MOUNT 20' AFG	3000K LED	13000	120	277V	
PL4A	POLE MOUNTED, FULL CUT OFF LED AREA LIGHT WITH TYPE 4 DISTRIBUTION	KIM LIGHTING	ALT1-54L-120-3K7-4W-UNV	POLE MOUNT 20' AFG	3000K LED	13000	120	277V	
PL5A	POLE MOUNTED, FULL CUT OFF LED AREA LIGHT WITH TYPE 5 DISTRIBUTION	KIM LIGHTING	ALT1-54L-120-3K7-5-UNV	POLE MOUNT 20' AFG	3000K LED	13000	120	277V	
PT4A	POST TOP, FULL CUT OFF LED AREA LIGHT WITH TYPE 4 DISTRIBUTION	KIM LIGHTING	UR20-24L-65-3K7-4W-UNV	POLE MOUNT 16' AFG	3000K LED	7000	65	277V	
BL4A	LED BOLLARD LIGHT WITH TYPE ASYMMETRIC DISTRIBUTION	KIM LIGHTING	GEM1 27L 3K UV	BOLLARD 3' AFG	3000K LED	1750	31	277V	

**GENERAL NOTE**

- ALL GENERAL NOTES, SYMBOL LISTS, AND DETAILS ARE TO BE CONSIDERED AS APPLICABLE TO ALL ELECTRICAL DRAWINGS FOR THIS PROJECT. SYMBOLS AND ABBREVIATIONS SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY AND DO NOT INDICATE THEIR INCORPORATION IN THE DESIGN.

0	ISSUED FOR PERMIT	5-14-19
REV	DESCRIPTION	DATE

**ISSUED FOR PERMIT**  
5-14-19

CURRENT ISSUE STATUS:

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
07/17/19

TRUE NORTH:

SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

**SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

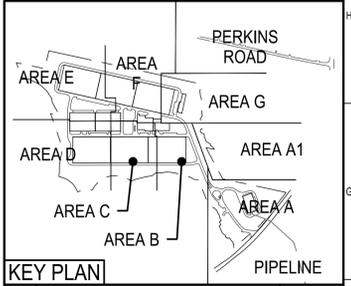
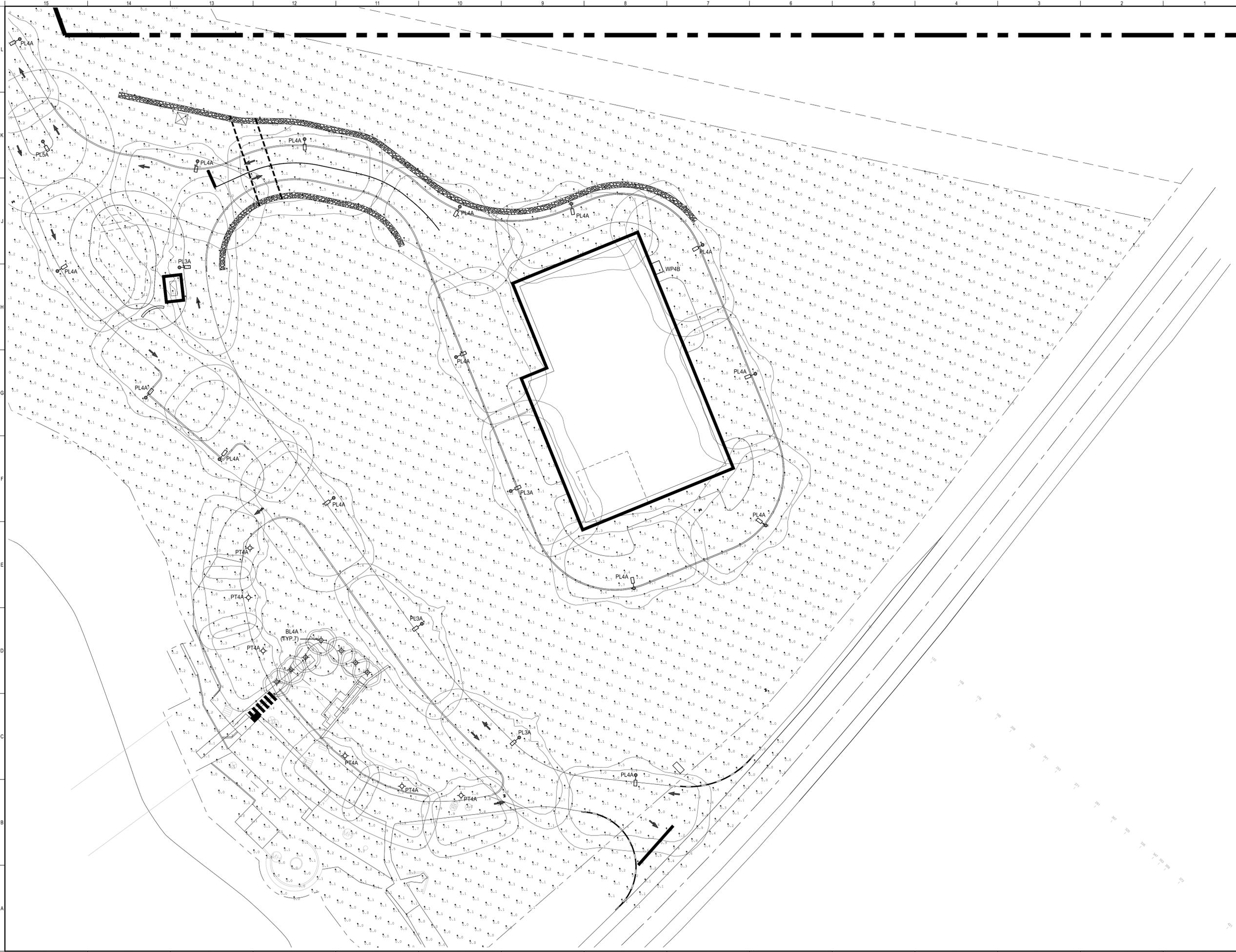
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**ELECTRICAL LEGEND AND GENERAL NOTES**

SHEET TITLE:

SCALE: N.T.S.

PROJECT MANAGER:	ADB	PROJECT NO.:	18076
A/E OF RECORD:	WRH		
JOB CAPTAIN:	SP		
DRAWN BY:	RBB		
SMRT FILE:	E-001-18076	SHEET No.:	E-001



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19  
CURRENT ISSUE STATUS:

TRUE NORTH:

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
07/17/19

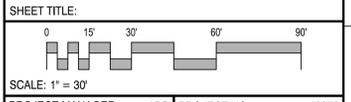
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

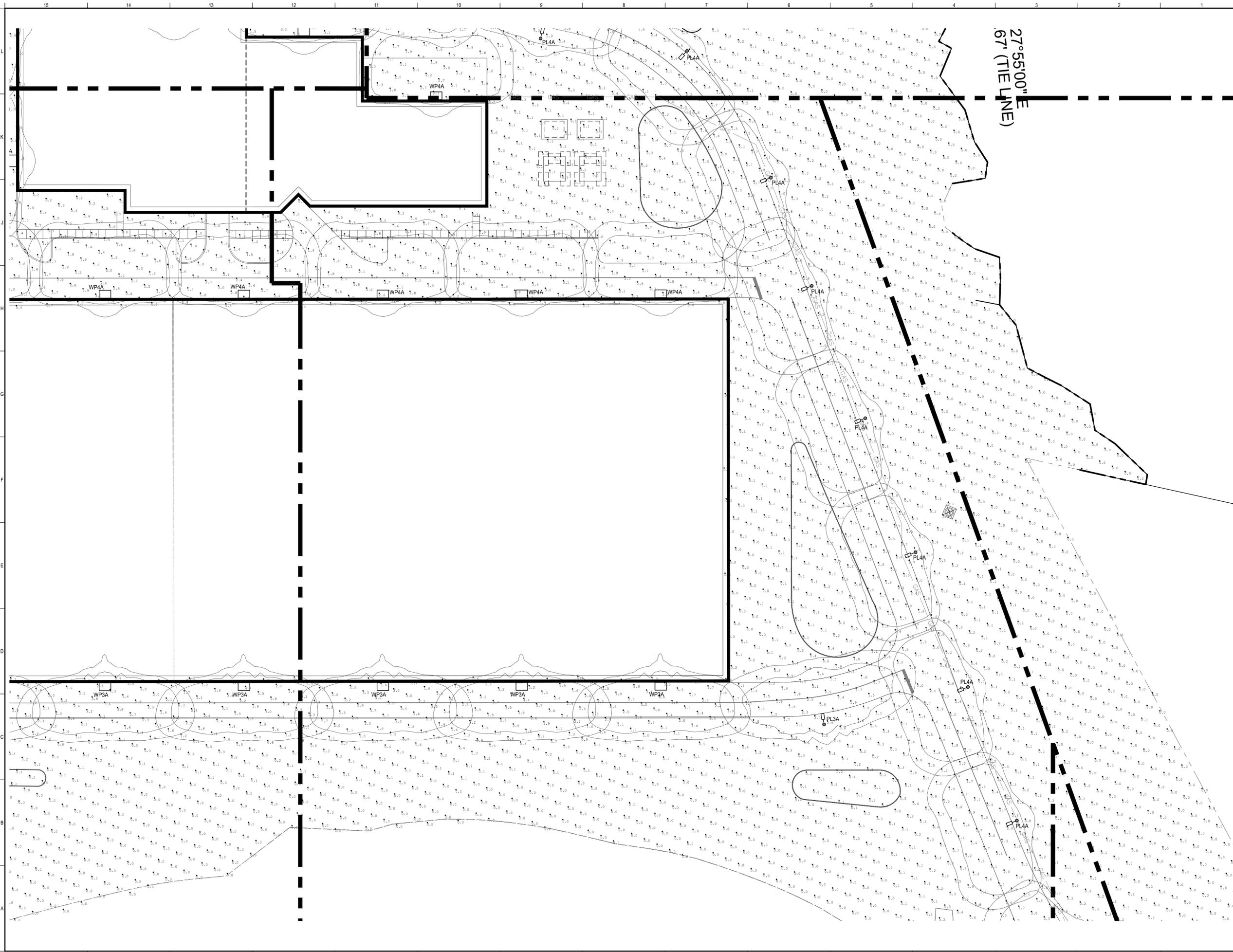
**ELECTRICAL SITE PLAN**  
AREA A



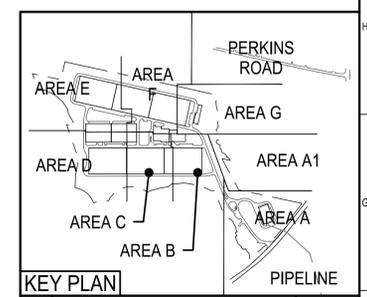
PROJECT MANAGER: ADB PROJECT NO: 18076  
A/E OF RECORD:  
JOB CAPTAIN: SP  
DRAWN BY:  
SMRT FILE: ES101-18076 SHEET No.

**ES101**

NOT FOR CONSTRUCTION



27°55'00"E  
67' (TIE LINE)



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19  
CURRENT ISSUE STATUS:

TRUE NORTH

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
07/19

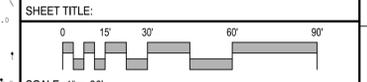
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

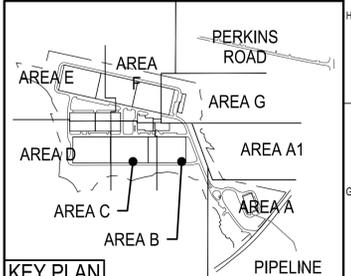
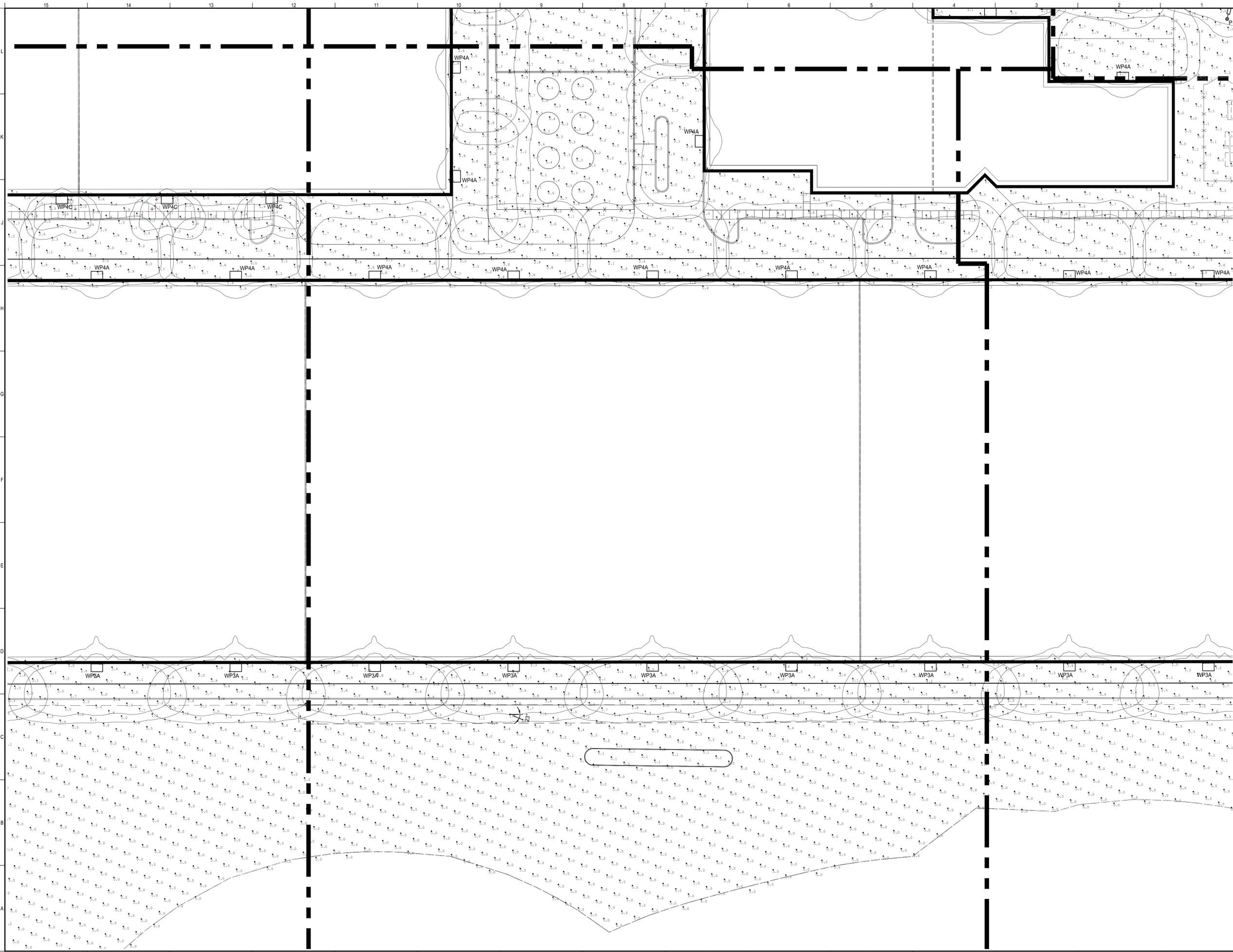
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**ELECTRICAL SITE PLAN**  
AREA B



PROJECT MANAGER:	ADB	PROJECT NO.:	18076
A/E OF RECORD:			
JOB CAPTAIN:	SP		
DRAWN BY:	WSM		
SMRT FILE:	ES102-18076	SHEET No.:	<b>ES102</b>

NOT FOR CONSTRUCTION



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19  
CURRENT ISSUE STATUS:

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
05/14/19

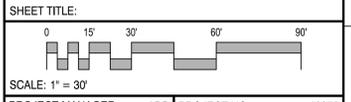
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

**RANSOM** Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

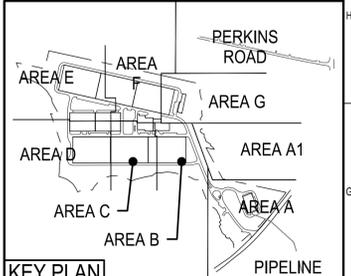
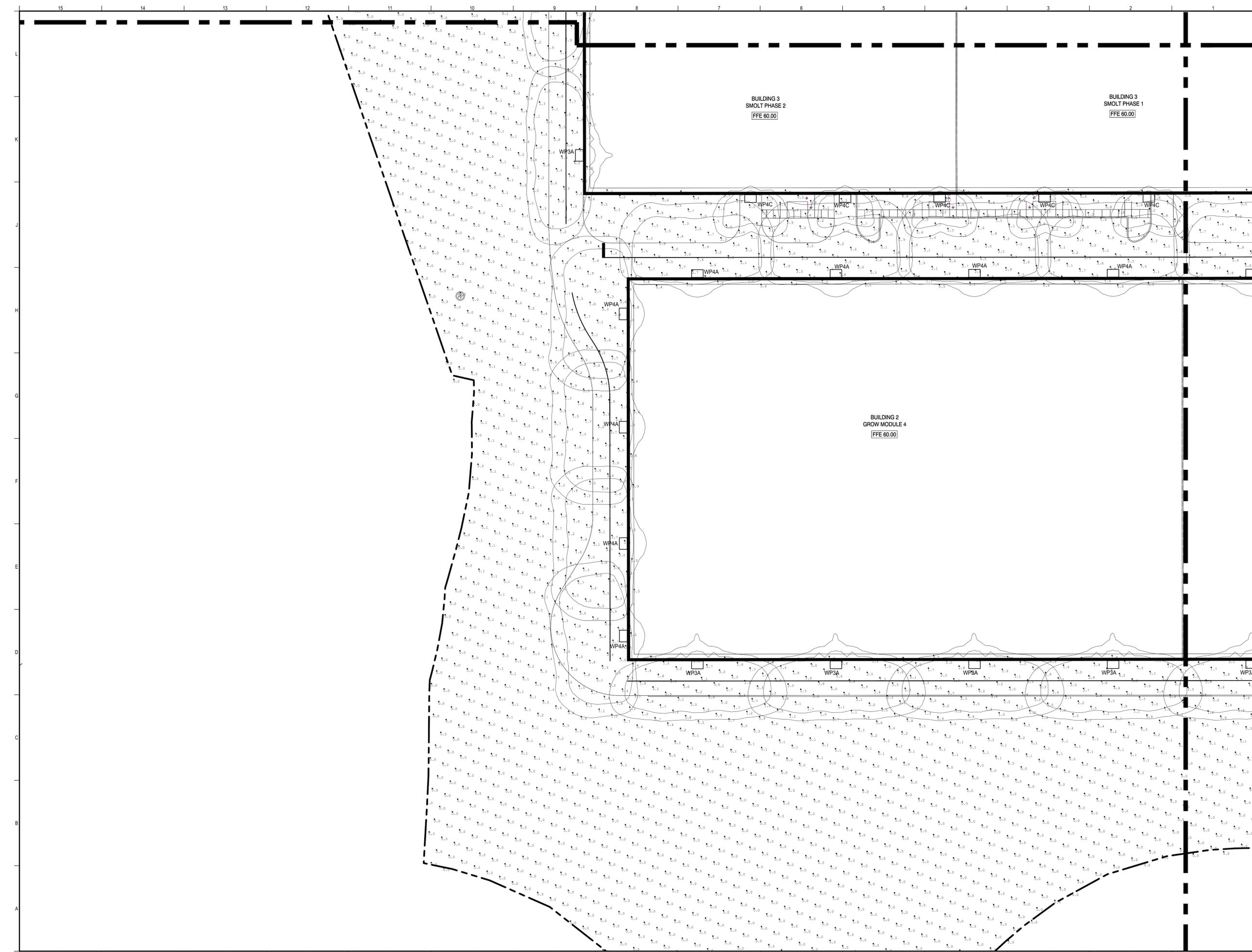
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**ELECTRICAL SITE PLAN**  
AREA C



PROJECT MANAGER:	ADB	PROJECT NO:	18076
A/E OF RECORD:			
JOB CAPTAIN:	SP		
DRAWN BY:			
SMRT FILE:	ES103-18076	SHEET No.	ES103

NOT FOR CONSTRUCTION



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19  
CURRENT ISSUE STATUS:

TRUE NORTH

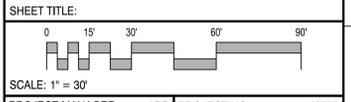
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

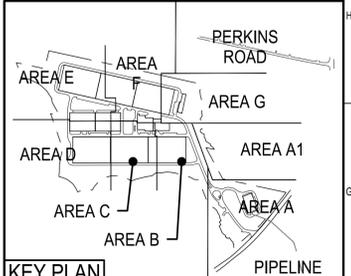
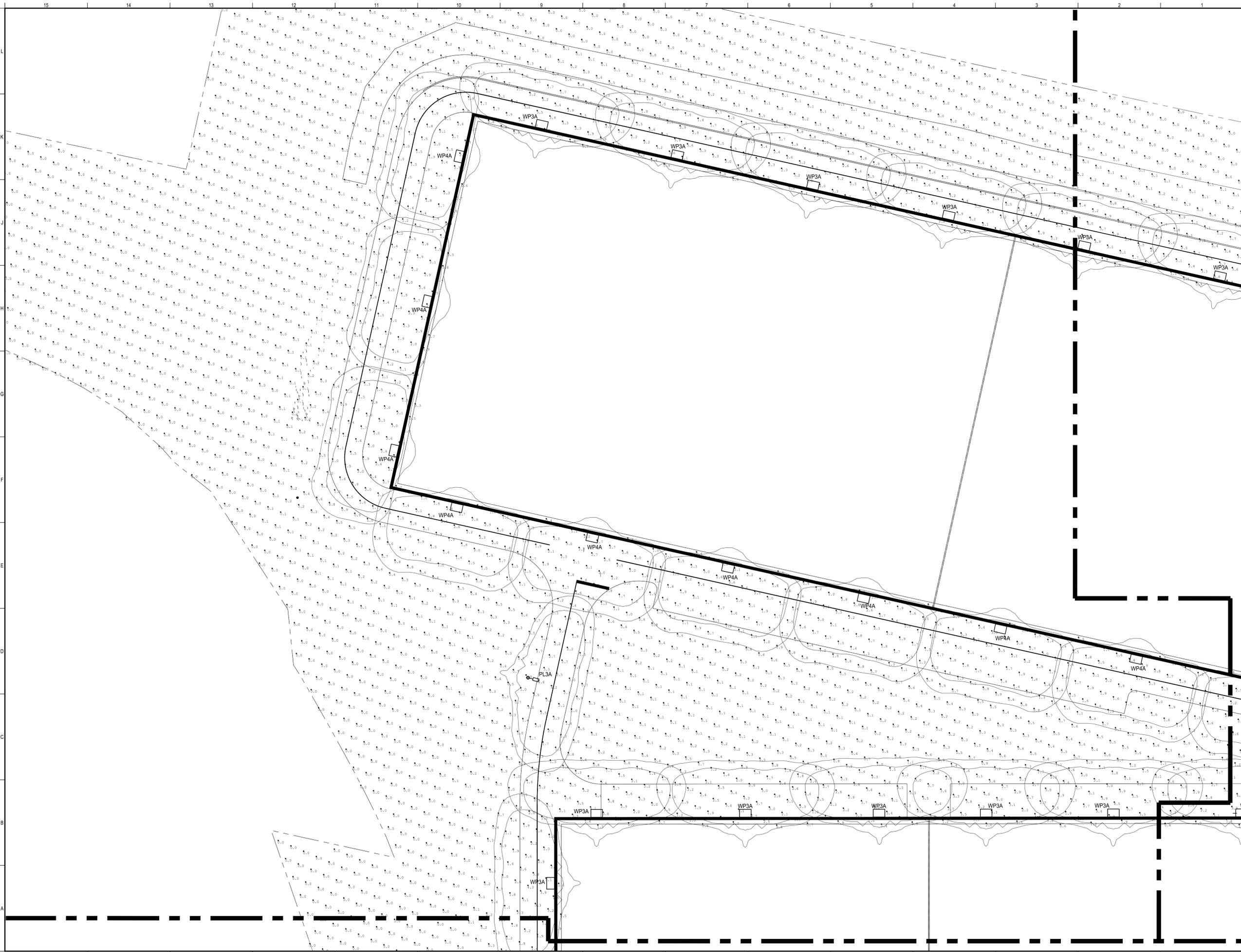
**ELECTRICAL SITE PLAN**  
AREA D



PROJECT MANAGER: ADB PROJECT NO: 18076  
A/E OF RECORD:  
JOB CAPTAIN: SP  
DRAWN BY: WSM  
SMRT FILE: ES104-18076 SHEET No.

**ES104**

NOT FOR CONSTRUCTION



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19  
CURRENT ISSUE STATUS:

TRUE NORTH:

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
05/14/19

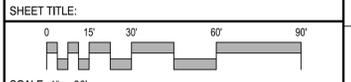
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrting.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

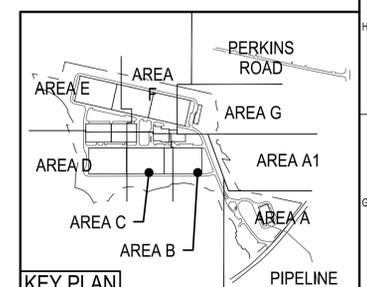
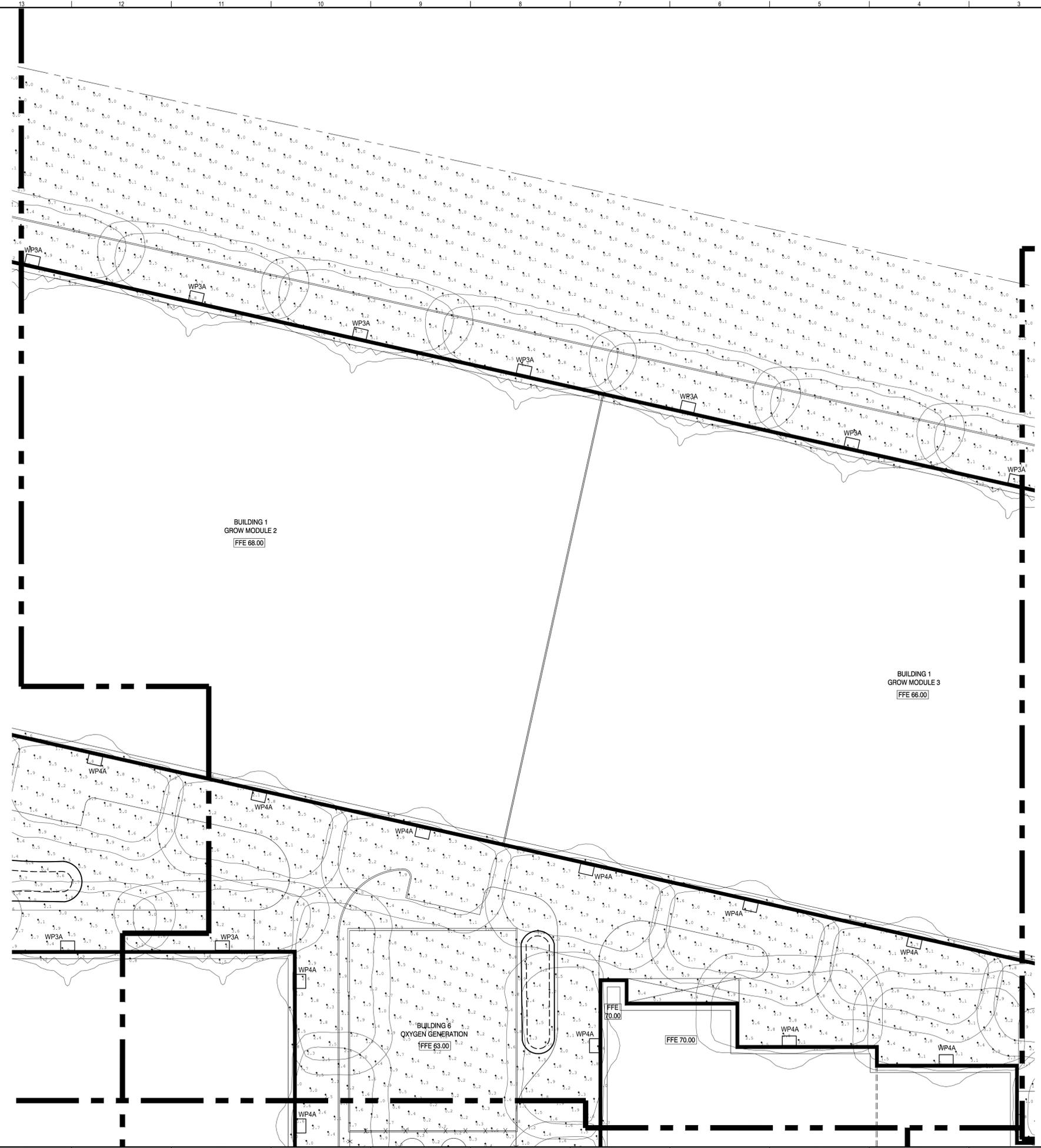
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**ELECTRICAL SITE PLAN**  
AREA E



PROJECT MANAGER:	ADB	PROJECT NO:	18076
A/E OF RECORD:			
JOB CAPTAIN:	SP		
DRAWN BY:	WSM		
SMRT FILE:	ES105-18076	SHEET No.	<b>ES105</b>

NOT FOR CONSTRUCTION



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19

TRUE NORTH:

STATE OF MAINE  
ROBERT B. BRINK  
14368  
LICENSED PROFESSIONAL ENGINEER  
07/14/19

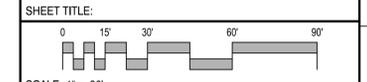
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

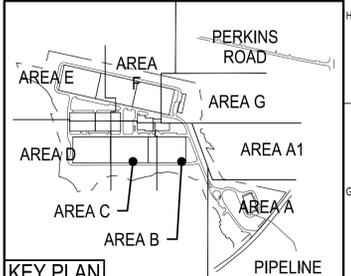
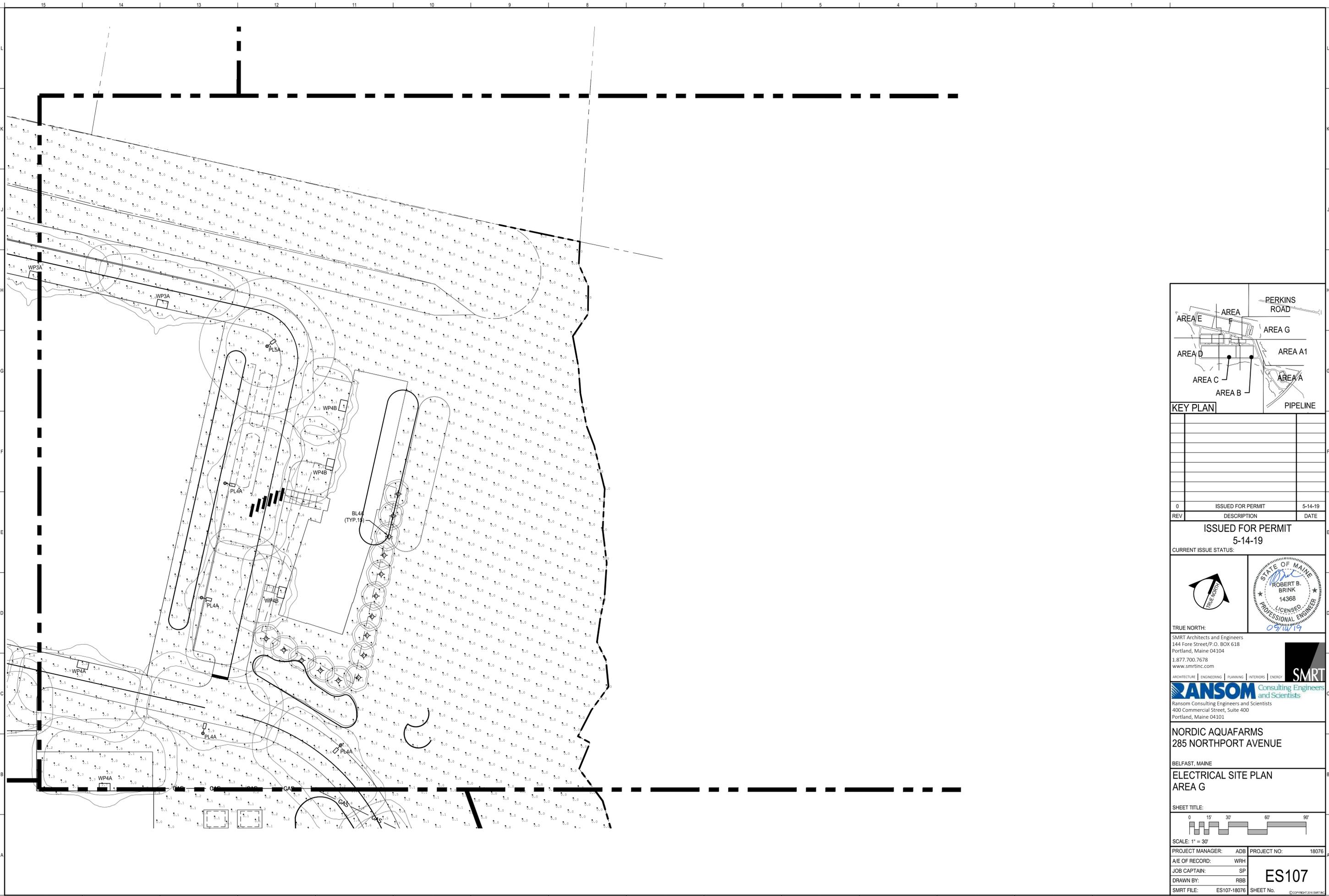
**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE  
BELFAST, MAINE

**ELECTRICAL SITE PLAN**  
AREA F



PROJECT MANAGER:	ADB	PROJECT NO:	18076
A/E OF RECORD:	MGJ		
JOB CAPTAIN:	SP		
DRAWN BY:	WSM		
SMRT FILE:	ES106-18076	SHEET No.	<b>ES106</b>

NOT FOR CONSTRUCTION



REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	5-14-19

ISSUED FOR PERMIT  
5-14-19

TRUE NORTH:

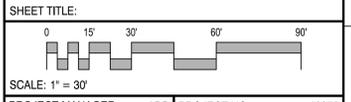
SMRT Architects and Engineers  
144 Fore Street/P.O. BOX 618  
Portland, Maine 04104  
1.877.700.7678  
www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

**RANSOM** Consulting Engineers and Scientists  
Ransom Consulting Engineers and Scientists  
400 Commercial Street, Suite 400  
Portland, Maine 04101

**NORDIC AQUAFARMS**  
285 NORTHPORT AVENUE

BELFAST, MAINE  
**ELECTRICAL SITE PLAN**  
AREA G



PROJECT MANAGER:	ADB	PROJECT NO:	18076
A/E OF RECORD:	WRH		
JOB CAPTAIN:	SP		
DRAWN BY:	RBB		
SMRT FILE:	ES107-18076	SHEET No.	ES107

# Nordic Aquafarms - Permitting

---

## Electrical General:

Electrical systems for all new spaces will be designed in accordance with the following Codes and standards:

- NFPA 70 (National Electrical Code), 2017 Edition
- NFPA 101 (Life Safety Code)
- International Building Code (IBC), 2009 edition.
- International Energy Conservation Code (IECC), 2012 edition.
- Maine Uniform Building and Energy Code (MUBEC)
- ASHRAE Standard 90.1-2010 Energy Standard for Buildings Except Low-Rise Residential Buildings.

## Exterior Lighting and Controls:

All new fixtures shall utilize LED technology with a color temperature of 3000K and shall be full-cutoff type as defined by IESNA, in order to minimize light pollution into the night sky.

Lighting along the entrance drive into the campus (near the Visitor's Center) shall be provided via post-top style mounted pole light fixtures. Fixtures shall be mounted roughly 16'-0" AFG and shall utilize Type IV distribution. Lighting shall be controlled via a site-wide lighting control system with main controller location to be determined during detailed design. Lighting control system shall be utilized to provide astronomical clock on/off operation and to allow for schedule overrides to be programmed. Post-top fixtures shall be provided with integrated motion sensors to allow fixtures to dim to 10% between the hours of 10pm-5am until motion is sensed. Once motion is sensed during the setback hours, the fixtures will rise to 100% output for 15 minutes and then they shall dim back to 10% output.

Also located near the Visitor's Center, the walkway surrounding the salmon pond feature will be illuminated utilizing 3'H bollards. This will allow for low lighting levels along the pathway with minimal impact to the overall lighting provided by the general fixtures. Bollard lights shall be connected to the site-wide lighting control system and shall be scheduled on and off to coordinate with operational hours.

General site lighting along interior roadways shall be provided via pole mounted area style fixtures. Fixtures shall be mounted at 20'-0" AFG with Type III, Type IV, and Type V distribution patterns as required to adequately illuminate the drives and intersections. Controls for all roadway fixtures shall be via site-wide lighting control system as described above. As with the post-top fixtures, roadway lights shall have integrated occupancy sensors to allow for setback during nighttime hours.

Roadways and parking lots located between buildings shall be illuminated via building mounted area style light fixtures. Fixtures shall be mounted at ~~16'-0"~~ 20' 0" AFG with Type IV distribution patterns as required to adequately illuminate individual spaces as well as the associated roadways. Controls for all building mounted fixtures interior to the site shall be via site-wide lighting control system as described above. As with the pole mounted fixtures, building lights shall have integrated occupancy sensors to allow for setback during nighttime hours.

## Nordic Aquafarms - Permitting

---

Along the north and west sides of Building 1, south and west sides of Building 2 and west side of Building 3, building mounted area style fixtures shall be mounted at ~~12'-0"~~ 20' 0" AFF to illuminate the access drive around buildings. Fixtures along these facades shall be provided with embedded motion sensors so that fixtures will remain off during nighttime hours until motion is sensed.

In addition to roadway and parking lot lighting, Building 7 shall have bollard lighting to accent the concrete walkway and plaza to the entrance of the building. Bollard lights will be 3'-0" AFG and shall be controlled via the site-wide lighting control system. As with the bollards located near the Visitor's Center, operation is expected to be schedule on/off only.

**ATTACHMENT I**

Revised Figure 1 Showing Section Profiles

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

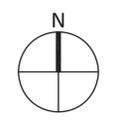
Figure 1a



Nordic Aquafarms  
Belfast, Maine

LOCUS MAP - OFF-SITE

PENOBSCOT BAY VIEW



**ATTACHMENT J**

Visual Impact Analysis Views from Penobscot Bay

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N

Figure 19



**PENOBSCOT BAY VIEW  
(ELEVATION 10' +/-)**

Nordic Aquafarms  
Belfast, Maine

SMRT Project No. 18076



Figure 20



**PENOBSCOT BAY VIEW  
(ELEVATION 48' +/-)**

Nordic Aquafarms  
Belfast, Maine

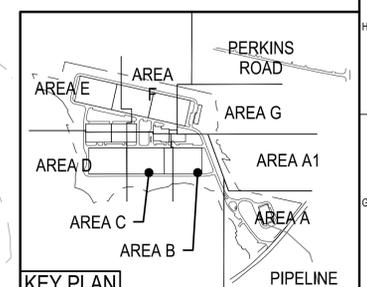
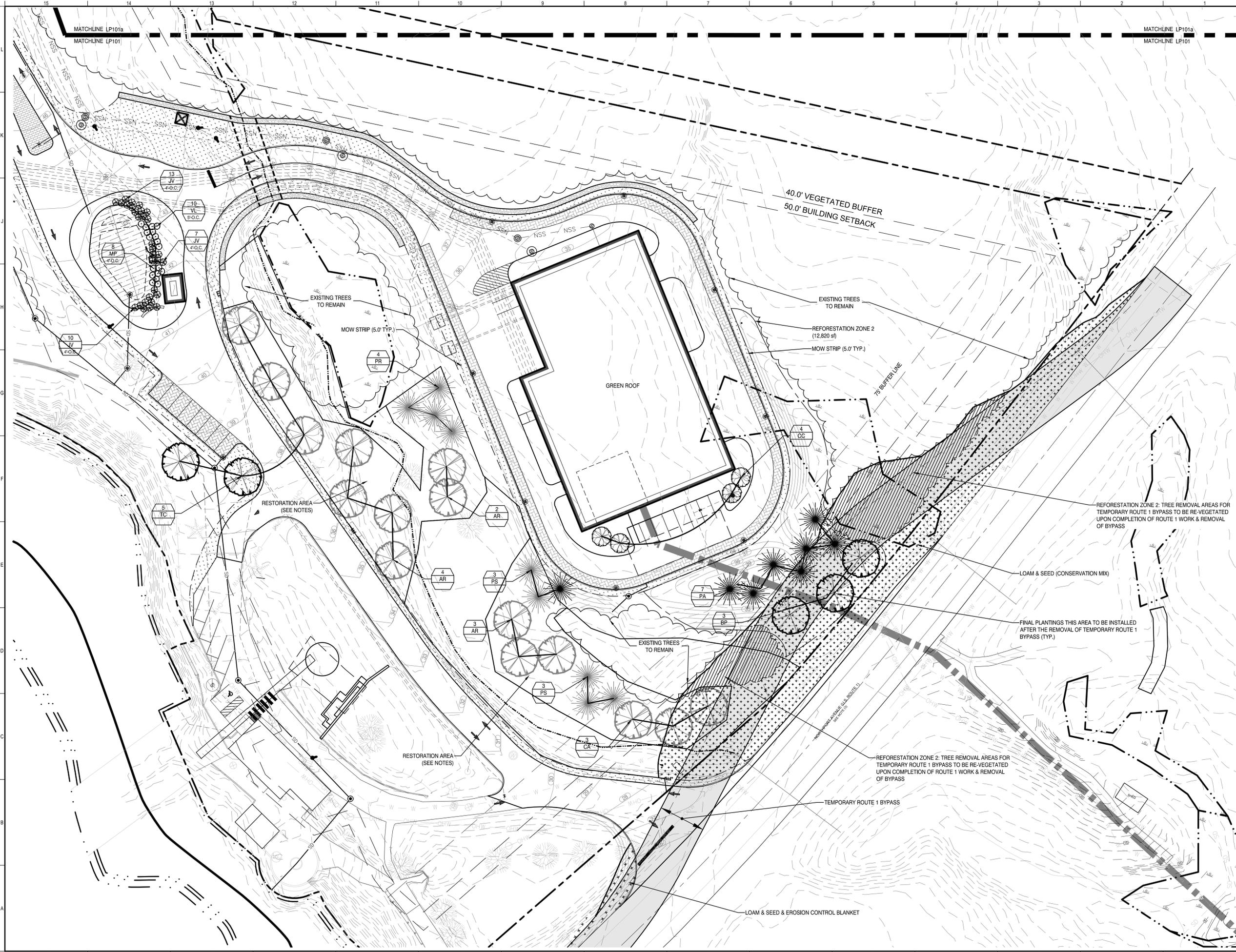
SMRT Project No. 18076



**ATTACHMENT K**

Revised Plan LP101

Additional Information Regarding  
Nordic Aquafarms Inc., Land-based Aquaculture Facility  
Belfast, Maine  
L-28319-26-A-N



REV	DESCRIPTION	DATE
2	RESPONSE TO ADDITIONAL DEP QUESTIONS	7-25-19
1	REISSUED FOR PERMIT	7-03-19
0	ISSUED FOR PERMIT	5-14-19

**RESPONSE TO DEP**  
 7-25-19  
 CURRENT ISSUE STATUS:

TRUE NORTH:

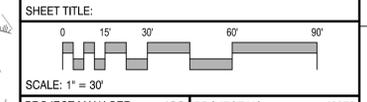
SMRT Architects and Engineers  
 144 Fore Street/P.O. BOX 618  
 Portland, Maine 04104  
 1.877.700.7678  
 www.smrtinc.com

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

**RANSOM** Consulting Engineers and Scientists  
 400 Commercial Street, Suite 400  
 Portland, Maine 04101

**NORDIC AQUAFARMS**  
 285 NORTHPORT AVENUE  
 BELFAST, MAINE

**PLANTING PLAN**  
 AREA A



PROJECT MANAGER:	ADB	PROJECT NO:	18076
A/E OF RECORD:	MGJ		
JOB CAPTAIN:	SP		
DRAWN BY:	WSM		
SMRT FILE:	LP101-18076	SHEET No.	

**LP101**

NOT FOR CONSTRUCTION