

EXHIBIT

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From: **Joanna B. Tourangeau** JTourangeau@dwmlaw.com
Subject: FW: Eckrote Easement
Date: March 27, 2019 at 11:42 AM
To: DiBello, Carol Carol.DiBello@maine.gov, Timothy E. Steigelman TSteigelman@dwmlaw.com
Cc: Ed Cotter ec@nordicaquairms.com



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Director DiBello:

Please confirm whether the below and attached resolve your questions regarding the amendment of the Eckrote's easement. I will follow up separately with regard to the other questions presented in your email of this morning.

Thank you-
Joanna

From: Lee Woodward <lwoodward@lwoodwardlaw.com>
Sent: Wednesday, March 27, 2019 11:33 AM
To: Joanna B. Tourangeau <JTourangeau@dwmlaw.com>
Subject: RE: Eckrote Easement

Joanna, Your analysis is 100% correct. The agreement was signed in counterparts. My clients, the Eckrote's, signed the draft of the document which did not contain the letterhead or the date. I discussed the letter of amendment with them prior to their signature. They are in full agreement with the terms of the amendment. Lee

From: Joanna B. Tourangeau [<mailto:JTourangeau@dwmlaw.com>]
Sent: Wednesday, March 27, 2019 11:05 AM
To: Lee Woodward
Subject: FW: Eckrote Easement

Attorney Woodward:

You represented the Eckrotes and I represented Nordic in revising the Nordic/Eckrote Easement earlier this year.

Attached is the pdf of the easement amendment letter and confirmation I received from your office on February 28, 2019. This pdf is labelled "Eckrote Easement."

Also attached is the combined, final document with all counterpart signatures that my office sent to you on March 4, 2019. This pdf is labelled "Eckrote Easement Rights."

Would you please confirm, by reply email, that, as is often the case, this agreement was signed in counterparts and that your clients, the Eckrotes reviewed the full text of the attached and that you received and understood the signature on the pdf entitled "Eckrote Easement" to be the counterpart signature page to the final document entitled "Eckrote Easement Rights."

Easement Rights.

I will then, with your consent, provide this correspondence to the Bureau of Parks and Lands to address their questions regarding the counterpart process and dates on the documents.

Thank you very much in advance for your kind assistance.

From: Cathy Carroll <ccarroll@lwoodwardlaw.com>
Sent: Thursday, February 28, 2019 1:45 PM
To: Joanna B. Tourangeau <JTourangeau@dwmlaw.com>
Cc: Lee Woodward <lwoodward@lwoodwardlaw.com>
Subject: Eckrote Esement

At Lee's request, please see attached.

Thank you.

Cathy.

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EASEMENT.pdf



Eckrote
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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)

Nordic Aquafarms, Inc. 511 Congress Street, Suite 500 Portland, Maine 04101

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