

This licence made in duplicate this 13th day of December, 2018.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Nova Scotia, as represented by the Administrator, Nova Scotia Department of Fisheries and Aquaculture, as appointed under section 54A of the Fisheries and Coastal Resources Act, SNS 1996, c. 25,

hereinafter referred to as "**THE ADMINISTRATOR**"

OF THE ONE PART

- and -

INNOVATIVE FISHERY PRODUCTS IN CORPORATED, a limited company incorporated under the laws of Nova Scotia, with a registered office at 3569 St. Bernard Highway #1, Box 125, Belliveau's Cove, Digby County, Nova Scotia, BOW 1J0

hereinafter referred to as "**THE LICENCEE**"

OF THE OTHER PART

WHEREAS the Administrator, under the provisions of the Fisheries and Coastal Resources Act, S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to renew aquaculture licences and aquaculture leases;

AND WHEREAS pursuant to the Act the Licencee was issued Aquaculture Licence No. 1336 on May 24, 2007 for a term of ten years from May 23, 2007 to May 23, 2017;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1336;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Administrator hereby grants to the Licencee a licence to use a 8.72 hectare area located in the body of waters known as Yarmouth Harbour, Sand Beach, Yarmouth County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "Licensed Area") for the bottom (seeding only) cultivation of Soft shell clam (*Mya arenaria*).
2. The Licensed Area includes both the leased area subject to Aquaculture Lease No. 1336, issued by the Province of Nova Scotia for a term of twenty years, and the leased area subject to Lease No. M1823118, issued by Transport Canada for a term of five years (September 1, 2018 – August 31, 2023).
3. The term of this licence shall be for ten years commencing on the 23rd day of May, 2017 to the 23rd day of May, 2027 with the right of renewal, in accordance with the terms of the Act and the Regulations.
4. The Licencee shall pay to the Minister of Finance and Treasury Board an annual fee as set out in the Regulations. The annual payment must be received by the anniversary date of the licence. Late payments are subject to a fee as set out in the Regulations.
5. The undertakings set out in Schedule "B" to this licence (the "undertakings"), form part of this Agreement, and the Licencee hereby agrees to comply with any conditions or limitations contained in the undertakings unless compliance for licensing purposes is

expressly waived by the Administrator. The Licencee is responsible for confirming any undertakings and ensuring compliance with them.

6. The Licencee shall allow access to the Licensed Area by the general public for recreational activities. The general public is not permitted to carry out Soft shell clam, enhancement, or husbandry activities at the Licensed Area.
7. The Licencee agrees to comply with any permits, protocols, approvals, licenses or permissions (the "licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Licencee is responsible for confirming any licensing requirements and ensuring compliance with them.
8. This licence must not be assigned without the written approval of the Administrator. If the Licencee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment.
9. In the event that the Licencee shall cease conducting an aquaculture business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver of its business assets, or avail itself of any proceeding in bankruptcy under any statute relating to insolvency or the protection of rights of creditors, the Administrator may revoke this licence and this Agreement shall be of no further force and effect subject only to the right of Her Majesty the Queen in right of the Province of Nova Scotia ("Her Majesty") to claim for damages.
10. The Licencee must adhere to the Farm Management Plan, as it is in effect for this licence from time to time, and any failure to adhere to the Farm Management Plan is a breach of this licence.
11. This licence does not include any rights as to minerals in or on the Licensed Area.
12. The Licencee shall submit to the Minister of the Nova Scotia Department of Fisheries and Aquaculture (the "Minister") an annual report stating such information as the Minister requires concerning the Licencee's use and the productivity of the Licensed Area.
13. Following the completion of a performance review, in accordance with the Regulations, of the aquaculture operation subject to this licence, the Administrator may vary any terms or conditions of this licence in order to address any concerns raised in the performance review.
14. The Licencee is hereby prohibited from using the Licensed Area in any way that would interfere with other licenced aquaculture operations.
15. The Licencee is hereby aware that the placing of an anchor or driving of stakes, within the bottom-cultivation portions of the Licensed Area by persons other than the Licencee, provided such are included in legitimate operations incidental to fishing for or catching any kind of fish other than American oyster, and that placing of buoys or stakes by the proper authorities, for navigation purposes, shall not be deemed as interference with the proper cultivation of the Licenced Area by the Licencee.
16. If the Administrator, in his or her sole discretion, is of the opinion that the aquaculture activities authorized by this licence are detrimental to or interfere with other licenced facilities, the Administrator may revoke this licence without compensation.
17. The Administrator may revoke this licence without advance notice or compensation if the Licencee is found by a court of competent jurisdiction to be in violation of any law of the Province or Canada relating to fishery activities.
18. If the Licencee fails to perform any of its obligations under this licence, the Minister may have the obligations performed, with the amount of any costs incurred to be a debt due to Her Majesty, for which Her Majesty shall have a first priority charge on the aquacultural produce within the Licensed Area.

19. If the Licencee is in breach of any term of this licence and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this licence without further notice or compensation.
20. Should it become necessary for Her Majesty to expropriate the Licencee's rights under this licence, it is hereby agreed that the value of the licence for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Licencee that cannot be removed from the Licensed Area. No compensation may be claimed for the cancellation of this licence where compensation is paid or payable in relation to the expropriation of a licence for the same Licensed Area.
21. Any notices required to be given under this licence may be sent by regular mail to the parties at their addresses set out in the heading of this Agreement, and notice will be deemed to have been received by the intended recipient thereof five business days from the date on which the notice is post-marked. The parties, by agreement, may effect notice by any other means. The Licencee must notify the Administrator of any change of address within thirty (30) days.
22. Nothing in this Agreement shall be taken as a warranty by the Administrator that the Licensed Area may be used now or in the future by the Licencee for aquaculture purposes. The Minister assumes no responsibility whatsoever for any private property rights or for the actions of other levels of government which may interfere with the use of the Licensed Area for aquaculture purposes.
23. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
24. This licence shall be subject to any changes made from time to time in the Act, the Regulations or any other relevant legislation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

SIGNED, SEALED AND DELIVERED
in the presence of

HER MAJESTY THE QUEEN
in right of the Province of Nova Scotia, as
represented by the Administrator, Nova Scotia
Department of Fisheries and Aquaculture

[Redacted Signature]

Witness

[Redacted Signature]

Administrator, Nova Scotia Department
of Fisheries and Aquaculture



**INNOVATIVE FISHERY PRODICUTS
INCORPORATED** Per:

[Redacted Signature]

Witness

[Redacted Signature]

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Schedule A

GPS COORDINATE INFORMATION SHEET

App #: 1336
Applicant: Innovative Fishery Products Inc.
Location: Yarmouth Sound County: Yarmouth
Hydrographic Chart: 4245 Orthophoto #:
Dimensions of site: Approx. 6096m x 3214m Size: Approx. 207 ha

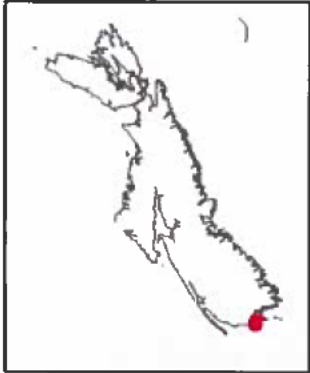
Approximate Coordinates of Application:

Datum used: NAD 83

Centre coordinates (approx.) Lat. 43° 48' 16.86"
Long. -66° 08' 16.02"

Corner #1	Lat. 43° 48' 44.37" Long. -66° 08' 37.16"	Corner #2	Lat. 43° 48' 44.39" Long. -66° 08' 36.52"
Corner #3	Lat. 43° 48' 44.97" Long. -66° 07' 43.99"	Corner #4	Lat. 43° 48' 44.59" Long. -66° 07' 43.74"
Corner #5	Lat. 43° 47' 57.62" Long. -66° 07' 55.84"	Corner #6	Lat. 43° 47' 57.51" Long. -66° 07' 56.87"
Corner #7	Lat. 43° 47' 06.81" Long. -66° 08' 20.57"	Corner #8	Lat. 43° 47' 04.31" Long. -66° 08' 22.10"
Corner #9	Lat. 43° 47' 00.53" Long. -66° 08' 26.93"		

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



Aquaculture Site
1336

Centre
 Lat 43° 48' 16.86" Long -66° 08' 16.02"
 Corner 1
 Lat 43° 48' 44.37" Long -66° 08' 37.16"
 Corner 2
 Lat 43° 48' 44.39" Long -66° 08' 36.52"
 Corner 3
 Lat 43° 48' 44.97" Long -66° 07' 43.99"
 Corner 4
 Lat 43° 48' 44.59" Long -66° 07' 43.74"
 Corner 5
 Lat 43° 47' 57.62" Long -66° 07' 55.84"
 Corner 6
 Lat 43° 47' 57.51" Long -66° 07' 56.87"
 Corner 7
 Lat 43° 47' 06.81" Long -66° 08' 20.57"
 Corner 8
 Lat 43° 47' 04.31" Long -66° 08' 22.10"
 Corner 9
 Lat 43° 47' 00.63" Long -66° 08' 26.93"

DATUM NAD 83
 The above coordinates
 are not from a legal survey



Application Information

Proponents : Innovative Fishery Products Inc.
 Site Location : Yarmouth Sound
 Dimensions : Approx. 6096m x 3214m
 Area : Approx. 207 ha

Renewal Application OMHW Mark
 Issued Lease Low Water Mark

Species: Soft-shell Clam

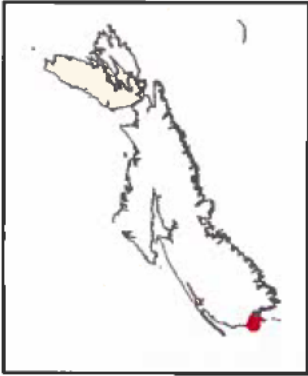
Chart No.
4245



Disclaimer

This map should not be used for navigation or legal purposes. It is intended for general reference use only.

MK-1336-SEP-2018

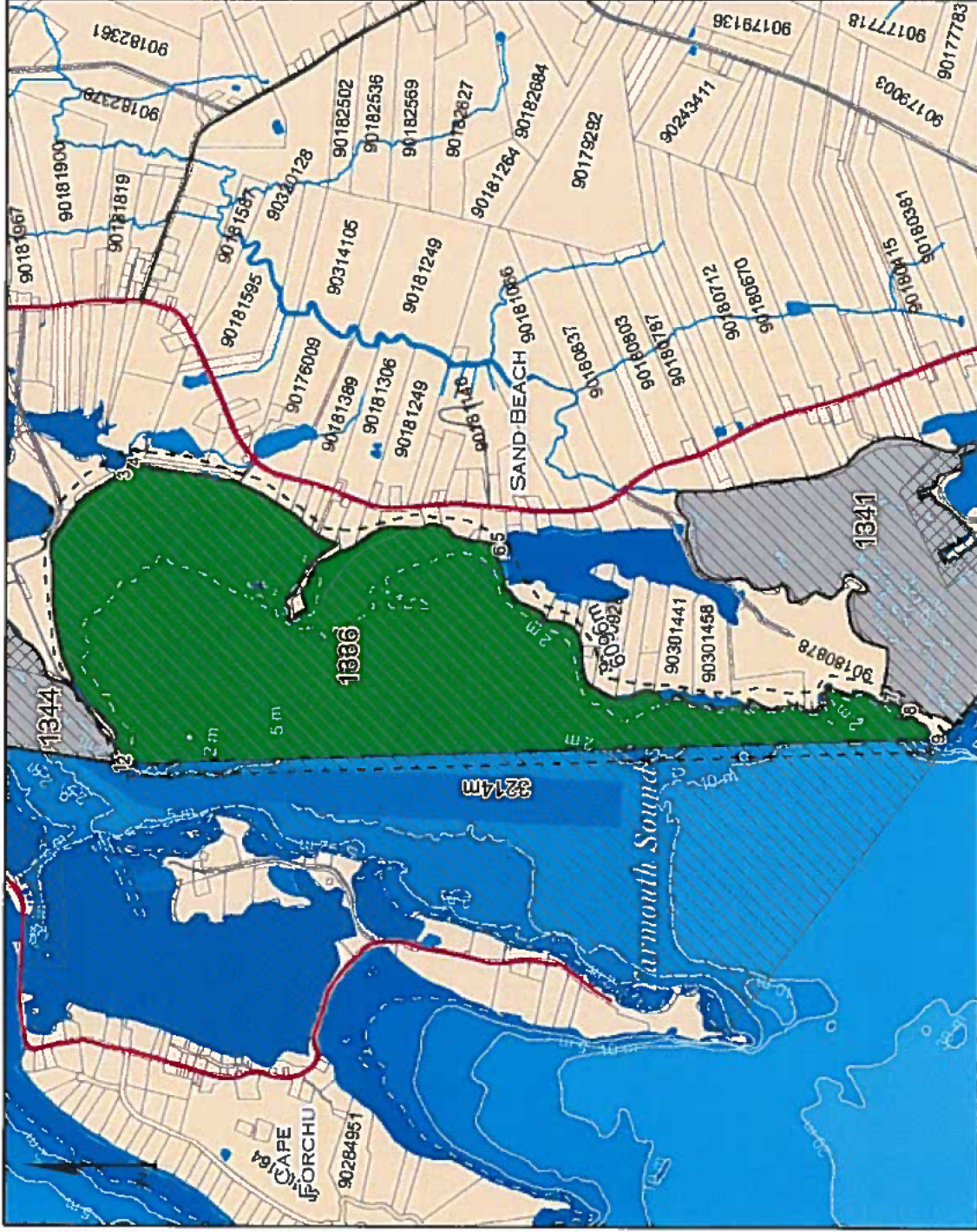


**Aquaculture Site
1336**

Centre	Lat 43° 48' 16.86" Long -66° 08' 16.02"
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Application Information

Proponents : Innovative Fishery Products Inc.
 Site Location : Yarmouth Sound
 Dimensions : Approx. 6096m x 3214m
 Area : Approx. 207 ha

- Renewal Application
- Other Issued Lease
- Conditionally Restricted
- EC - Prohibited Area
- NS Bathymetry
- OMHW Mark
- Low Water Mark
- Soft-shell Clam

Species: Soft-shell Clam

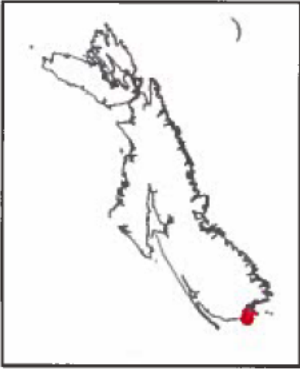
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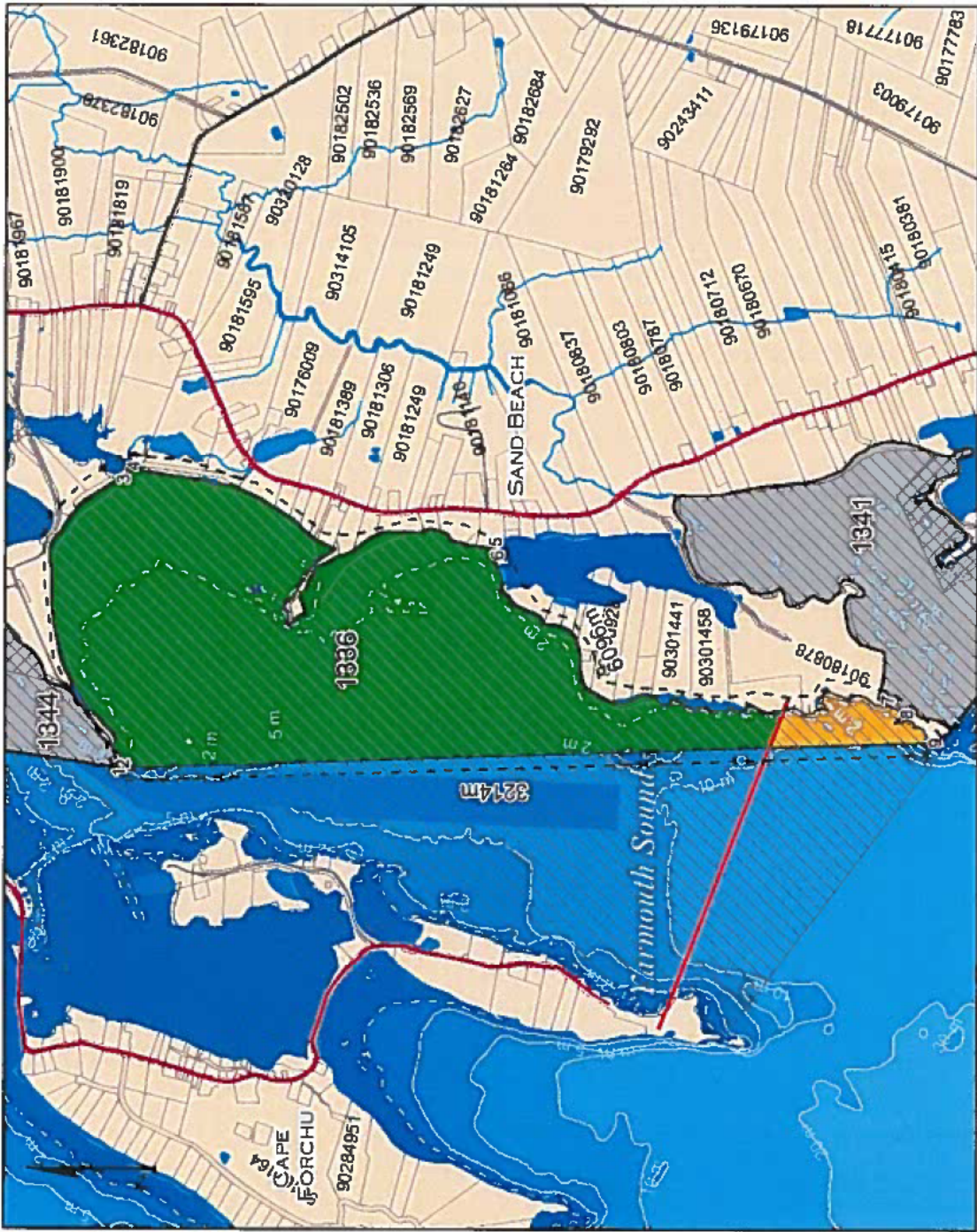
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Aquaculture Site 1336	
Centre	Lat 43° 48' 16.86" Long -66° 08' 16.02"
Corner 1	Lat 43° 48' 44.37" Long -66° 08' 37.16"
Corner 2	Lat 43° 48' 44.39" Long -66° 08' 36.52"
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Species: Soft-shell Clam

Chart No. 4245

NOVA SCOTIA
 Fisheries and Aquaculture

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Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to complete the following report:

The Licencee shall submit an annual report (in addition to Annual Production Statistics) dealing with enhancement efforts. The details and format of the report shall be determined by agreement with the Nova Scotia Department of Fisheries and Aquaculture and the Licencee. The report shall include information such as the following:

- Stock assessment
- Broodstock manipulations
- Seed collection activities
- Predator control activities
- Other information may be required