

This licence made in duplicate this 17th day of Nov, 2017.

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 INCORPORATED

PO Box 125 Belliveau Cove
3569 HWY 1, St. Bernard
Digby County, Nova Scotia, B0W1J0

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. 1338 on May 24, 2007 for a term of ten year from May 23, 2007 to May 23, 2017;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1338;

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 44.33 hectare area located in the body of waters known as Annapolis Basin – Smiths cove, Digby County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom (seeding only) cultivation of Soft Shell Clams (*Mya arenaria*).
2. 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.
3. 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.
4. 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.
5. The Licencee shall allow access to the site by the general public for recreational activities. The general public is not permitted to carry out Soft Shell Clams (*Mya arenaria*) harvest, enhancement, or husbandry activities at the site.

6. 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.
7. 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.
8. 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.
9. 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.
10. This licence does not include any rights as to minerals in or on the site.
11. 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 site.
12. 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.
13. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
14. 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.
15. 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.
16. 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 site.
17. 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.
18. 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 site. 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 site.

19. 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.
20. Nothing in this Agreement shall be taken as a warranty by the Administrator that the site 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 site for aquaculture purposes.
21. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
22. 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]

[Redacted Signature]

Administrator, Nova Scotia Department
of Fisheries and Aquaculture



)
)
) Innovative Fishery Products Incorporated
) Per:
)

[Redacted Signature]

[Redacted Signature]



Schedule A

GPS COORDINATE INFORMATION SHEET

Application #: 1338
Applicant: Innovative Fishery Products Inc. - Doug Bertram
Location: Annapolis Basin - Smiths Cove County: Digby
Hydrographic Chart: 4396 Orthophoto: #02309-24
Dimensions of site: Approx. 946m x 1931m x 1129m Size: Approx. 44.33 ha

Approximate Coordinates of Lease:

Datum used: NAD 83

Centre coordinates (approx.) Lat. 44° 36' 43.80"
Long. -65° 43' 40.08"

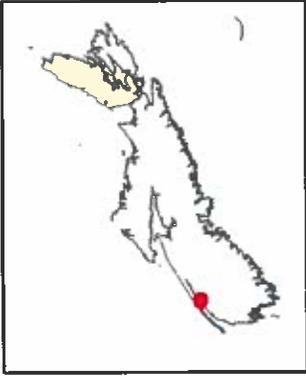
Corner #1	Lat. 44° 36' 51.90" Long. -65° 43' 24.24"	Corner #2	Lat. 44° 36' 38.52" Long. -65° 42' 55.80"
Corner #3	Lat. 44° 36' 44.70" Long. -65° 44' 14.46"	Corner #4	Lat. 44° 36' 41.66" Long. -65° 43' 06.75"
Corner #5	Lat. 44° 36' 40.11" Long. -65° 43' 07.52"		

Approximate Coordinates of Lease within Prohibited Area:

Size: Approx. 1.04 hectares

Corner #2	Lat. 44° 36' 38.52" Long. -65° 42' 55.80"	Corner #4	Lat. 44° 36' 41.66" Long. -65° 43' 06.75"
Corner #5	Lat. 44° 36' 40.11" Long. -65° 43' 07.52"		

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



Aquaculture Site

1338

Center
 Lat 44° 36' 43.80" Long -66° 43' 40.08"
 Corner 1
 Lat 44° 36' 51.90" Long -66° 43' 24.24"
 Corner 2
 Lat 44° 36' 38.52" Long -65° 42' 55.80"
 Corner 3
 Lat 44° 36' 44.70" Long -65° 44' 14.46"
 Corner 4
 Lat 44° 36' 41.66" Long -65° 43' 06.75"
 Corner 5
 Lat 44° 36' 40.11" Long -66° 43' 07.52"

DATUM NAD 83

The above coordinates
 are not from a legal survey



Application Information

Proponent : Innovative Fishery Products Inc.
 Site Location : Annapolis Basin - Smiths Cove
 Dimensions : Approx. 1129m x 1931m x 946m
 Area : Approx. 44.33 ha

Renewal Application OMHW Mark
 Other Issued Lease Low Water Mark

Species: Soft-shell Clam

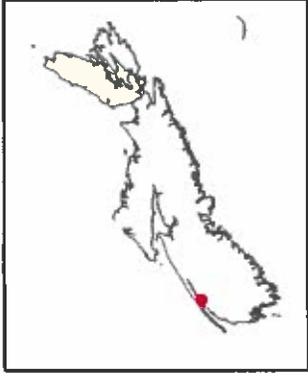
Chart No.
4396



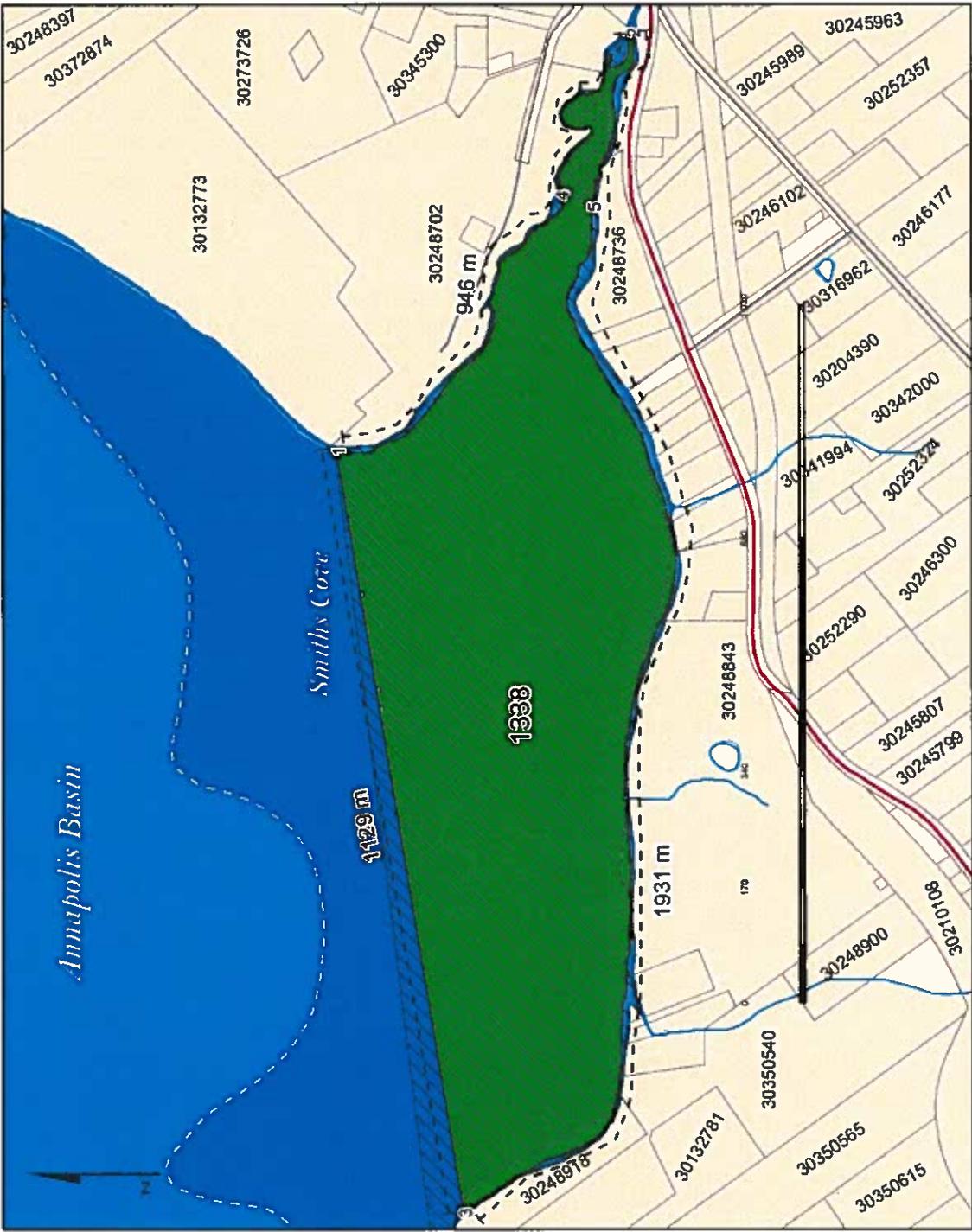
Disclaimer

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

MK-1338-OCT-2017



Aquaculture Site <h1 style="text-align: center;">1338</h1>	
Center	Lat 44° 36' 43.80" Long -65° 43' 40.08"
Corner 1	Lat 44° 36' 51.90" Long -65° 43' 24.24"
Corner 2	Lat 44° 36' 38.52" Long -65° 42' 55.80"
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DATUM NAD 83 The above coordinates are not from a legal survey	



Meters

Application Information Proponent : Innovative Fishery Products Inc. Site Location : Annapolis Basin - Smiths Cove Dimensions : Approx. 1129m x 1931m x 946m Area : Approx. 44.33 ha		Chart No. <h2 style="text-align: center;">4396</h2>		Disclaimer This map should not be used for navigation or legal purposes. It is intended for general reference use only.
Renewal Application 		Low Water Mark 		Species: Soft-shell Clam
Proposed Lease 		Bathymetry 		
Property Boundary 		OMHW Mark 		
EC - Restricted Area 				
EC - Prohibited Area 				

MK-1338-APR-2017

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

ASSIGNMENT OF LICENCE

THIS AGREEMENT made in triplicate the 25th day of February, 2026
("Effective Date")

BETWEEN:

HIS MAJESTY THE KING, 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 FIRST PART

-and-

INNOVATIVE FISHERY PRODUCTS INCORPORATED
PO BOX 125
Belliveau Cove, NS
B0W 1J0

hereinafter referred to as "**the Assignor**"

OF THE SECOND PART

-and-

4512617 NOVA SCOTIA LIMITED
PO BOX 464
Digby, NS
B0V 1A0

hereinafter referred to as "**the Assignee**"

OF THE THIRD PART

(hereinafter the Administrator, the Assignor, and Assignee also referred to collectively as "**the Parties**")

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 approve applications to assign aquaculture licences and aquaculture leases;

AND WHEREAS pursuant to the Act, the Assignor was issued Aquaculture Licence No. 1338 on November 17, 2017, for a term of ten years from May 23, 2017 to May 23, 2027, authorizing the bottom without gear cultivation of Soft-shell clam (*Mya arenaria*);

AND WHEREAS the Assignor wishes to assign Licence No. 1338 to the Assignee;

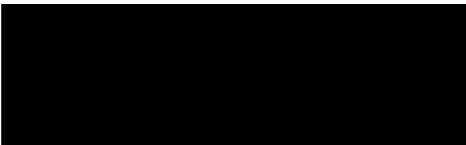
NOW THEREFORE, in consideration of the covenants set out herein and the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties agree as follows:

1. The Assignor hereby fully and irrevocably assigns to the Assignee, all of the Assignor's right, title and interest in and to Licence No. 1338.

2. The Assignee hereby accepts this assignment and agrees to be bound by all of the terms of Licence No. 1338, as well as by the Act and the Regulations.
3. The Assignor is hereby released and discharged from the performance of the terms of Licence No. 1338, subject to the qualification that the Assignor remains liable for the payment of any fees that came due under the terms of Licence No. 1338 prior to the Effective Date and that remain outstanding.
4. The Administrator hereby approves this assignment and accepts the Assignee as a party to Licence No. 1338 in place of the Assignor.
5. This Agreement may be signed in counterparts, each of which when so signed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the Effective Date. A Party may also execute this Agreement by means of Portable Document Format ("PDF"), or electronic signature, and any signature hereon by means of PDF, or any electronic signature on, attached to, or associated with this Assignment, shall be deemed to be equivalent to an original signature for all purposes.
6. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
7. This Agreement comes into effect on the Effective Date.

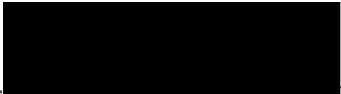
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

SIGNED, SEALED AND DELIVERED
in the presence of

 _____

Witness

Witness

) **HIS MAJESTY THE KING**
) in right of the Province of Nova Scotia, as
) represented by the Administrator, Nova Scotia
) Department of Fisheries and Aquaculture
)
)
)  _____
) Robert Ceschiutti
)
)
) **Assignor**
) **INNOVATIVE FISHERY PRODUCTS**
) **INCORPORATED**
) Per:
)
)
)
) _____
) Mark Blinn
) Director
)
)
) **Assignee**
) **4512617 NOVA SCOTIA LIMITED**
) Per:
)
)
)
) _____
) Nicholas D'Eon
) Director

2. The Assignee hereby accepts this assignment and agrees to be bound by all of the terms of Licence No. 1338, as well as by the Act and the Regulations.
3. The Assignor is hereby released and discharged from the performance of the terms of Licence No. 1338, subject to the qualification that the Assignor remains liable for the payment of any fees that came due under the terms of Licence No. 1338 prior to the Effective Date and that remain outstanding.
4. The Administrator hereby approves this assignment and accepts the Assignee as a party to Licence No. 1338 in place of the Assignor.
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)
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)
)

Witness

) _____
) Robert Ceschiutti
)
)
)

) **Assignor**
) **INNOVATIVE FISHERY PRODUCTS**
) **INCORPORATED**
) Per:
)
)
)

) _____
) Mark Blinn
) Director
)
)
)

) **Assignee**
) **4512617 NOVA SCOTIA LIMITED**
)
)
)
)

) _____
) Nicholas D. Bell
) Director
)
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