

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 -

PHILIP DOCKER
636 Big Island Road
RR# 1 Merigomish,
Big Island, NS B0K1G0

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. 1086 on November 15, 2013 for a term of five year term from November 8, 2013 to November 8, 2018;

AND WHEREAS pursuant to the Act the Aquaculture Licence No. 1086 was amended on September 22, 2015 to permit the bottom cultivation of an additional species, Razor clam;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1086;

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 1.94 hectare area located in the body of waters known as Merigomish Harbour more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the suspended cultivation of American oysters (*Crassostrea virginica*), Bay scallop (*Argopecten irradians*), and Bay quahogs (*Mercenaria mercenaria*) and for the bottom cultivation of Razor clam (*Ensis directus*).
2. The term of this licence shall be for ten years commencing on the 8th day of November, 2018 to the 8th day of November, 2028 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 bottom-culture areas of the site by the general public for recreational activities. The general public is not permitted to carry out American oysters (*Crassostrea virginica*), Bay scallop (*Argopecten irradians*), and Bay quahogs (*Mercenaria mercenaria*) 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

SCHEDULE A
GPS COORDINATE INFORMATION SHEET

Application #: 1086
Applicant: Philip Docker
Location: Merigomish Harbour County: Pictou
Hydrographic Chart: 4445 Orthophoto:
Dimensions of site: Approx. 250 m x 78 m Size: Approx. 1.94 ha.

Approximate Coordinates of Application:

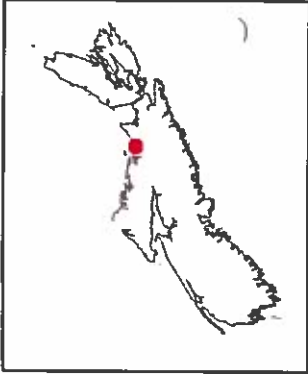
Datum used: NAD 83

Centre coordinates (approx.) Lat. 45° 39' 36.30"
Long. -62° 24' 39.26"

Corner #1	Lat. 45° 39' 40.10" Long. -62° 24' 37.71"	Corner #2	Lat. 45° 39' 38.84" Long. -62° 24' 34.59"
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Corner #3	Lat. 45° 39' 32.18" Long. -62° 24' 41.13"	Corner #4	Lat. 45° 39' 33.44" Long. -62° 24' 44.25"
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NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



Aquaculture Site 1086	<p>Centre Lat 45° 39' 36.30" Long -62° 24' 39.26" Corner 1 Lat 45° 39' 40.10" Long -62° 24' 37.71" Corner 2 Lat 45° 39' 36.84" Long -62° 24' 34.59" Corner 3 Lat 45° 39' 32.18" Long -62° 24' 41.13" Corner 4 Lat 45° 39' 33.44" Long -62° 24' 44.25"</p> <p style="text-align: center;">DATUM NAD 83 The above coordinates are not from a legal survey</p>
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Application Information	
Proponents :	Philip Docker
Site Location :	Merigomish Harbour
Dimensions :	Approx. 250m x 78m
Area :	Approx. 1.94 ha

Renewal Application Other Issued Lease	OMHW Mark Low Water Mark
Chart No. 4445	

Disclaimer
This map should not be used for navigation or legal purposes. It is intended for general reference use only.
MK-1086-JUN-2018



Aquaculture Site

1086

Centre
 Lat 45° 39' 36.30" Long -62° 24' 39.26"
 Corner 1
 Lat 45° 39' 40.10" Long -62° 24' 37.71"
 Corner 2
 Lat 45° 39' 38.84" Long -62° 24' 34.59"
 Corner 3
 Lat 45° 39' 32.18" Long -62° 24' 41.13"
 Corner 4
 Lat 45° 39' 33.44" Long -62° 24' 44.25"

DATUM NAD 83

The above coordinates
 are not from a legal survey



Application Information

Proponents : Philip Docker
 Site Location : Merigomish Harbour
 Dimensions : Approx. 250m x 78m
 Area : Approx. 1.94 ha

Renewal Application
 Corridor
 OMHW Mark
 NS Bathymetry
 Low Water Mark

Chart No
4445



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Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to:

To reduce the potential impacts to fish and fish habitat, the Licencee agrees to avoid digging of razor clams by shovel on seabed where eel grass is prevalent.

The Licencee agrees to notify Fisheries and Oceans Canada of any harmful alternation or disruption, or any destruction, of fish habitat that has not been authorized by Fisheries and Oceans Canada.

AMENDMENT TO LICENCE

THIS INDENTURE made in duplicate the 29th day of March, 2021.

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 -

SHANDAPH OYSTER CO. INC.
636 Big Island Road,
Merigomish, Nova Scotia B0K 1G0

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 amend existing aquaculture licences and aquaculture leases;

AND WHEREAS on December 13, 2018, Aquaculture Licence No. 1086 was issued to Philip Docker for a term of ten years from November 8, 2018 to November 8, 2028;

AND WHEREAS on January 29, 2021 a request was received to change the licence holder to the newly incorporated company ShanDaph Oyster Co. Inc.;

AND WHEREAS the Parties agree that as a matter of administrative clarity, it would be appropriate to substitute the corporate name, ShanDaph Oyster Co. Inc., for the name, Philip Docker, in Aquaculture Licence No. 1086;

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

1. Aquaculture Licence No. 1086 is hereby amended by replacing "Philip Docker" with "ShanDaph Oyster Co., Inc." wherever it appears.
2. Aquaculture Licence No. 1086 shall in all other respects remain the same and continue to be in full force and effect.

