June 20, 2013

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: FA/4/2013]

On March 7, 2013, the Department of Fisheries and Aquaculture received your request for access to the following records:

I am requesting, under the Access to Information Act, a copy of the signed 2012 contracts between Ocean Choice International and the Government of Newfoundland and Labrador outlining the details and commitments regarding the Fortune Plant, as well as the export exemptions of both yellowtail and redfish.

I am pleased to inform you that your request for access to these records has been granted in part. Access to the remaining records, and/or information contained within the records, has been refused in accordance with Section 27 as specified in the Access to Information and Protection of Privacy Act (the “Act”). See attached references.

As required by subsection 7(2) of the Act, we have severed information that is excepted from disclosure and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Section 43 of the Act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 60 days of the date of this letter or within a longer period that may be allowed by the Commissioner.
The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
34 Pippy Place
P. O. Box 13004, Stn. A
St. John’s, NL, A1B 3V8

Telephone: (709) 729-6309
Facsimile: (709) 729-6500

In the event that you choose to appeal to the Trial Division, you must do so within 30 days of the date of this letter. Section 60 of the Act, sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact Kim Anstey-Stockwood, ATIPP Coordinator, at (709) 729-3712.

Sincerely,

[Signature]

David Lewis
Deputy Minister (A)

Enclosures
ATIPPA Exceptions

Disclosure harmful to business interests of a third party

27. (1) The head of a public body shall refuse to disclose to an applicant information that would reveal

(a) trade secrets of a third party;

(b) commercial, financial, labour relations, scientific or technical information of a third party, that is supplied, implicitly or explicitly, in confidence and is treated consistently as confidential information by the third party; or

(c) commercial, financial, labour relations, scientific or technical information the disclosure of which could reasonably be expected to

(i) harm the competitive position of a third party or interfere with the negotiating position of the third party,

(ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,

(iii) result in significant financial loss or gain to any person or organization, or

(iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

(2) The head of a public body shall refuse to disclose to an applicant information that was obtained on a tax return, gathered for the purpose of determining tax liability or collecting a tax, or royalty information submitted on royalty returns, except where that information is non-identifying aggregate royalty information.

(3) Subsections (1) and (2) do not apply where

(a) the third party consents to the disclosure; or

(b) the information is in a record that is in the custody or control of the Provincial Archives of Newfoundland and Labrador or the archives of a public body and that has been in existence for 50 years or more.
THIS AGREEMENT made effective the 21st day of December, 2012.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Fisheries and Aquaculture

(hereinafter the "Province")

OF THE ONE PART

AND: OCEAN CHOICE INTERNATIONAL L.P., a limited partnership formed under the laws of Newfoundland and Labrador, by its general partner, 55104 Newfoundland & Labrador Inc.

(hereinafter "Ocean Choice")

OF THE OTHER PART

WHEREAS:

1. It is the objective of this Agreement to maximize employment and economic activity in the Province of Newfoundland and Labrador;

2. The Province and Ocean Choice have acknowledged the continuation of the Existing Agreements between the parties and that this Agreement does not amend the Existing Agreements but is collateral to them; and

3. The Province and Ocean Choice have agreed to terms with respect to an exemption to the minimum processing requirements for yellowtail flounder ("yellowtail"), and associated Bycatch in order to support the reopening of its facility at Fortune, Newfoundland and Labrador.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration duly exchanged (the receipt and sufficiency whereof is hereby acknowledged) the parties agree together as follows:

DEFINITIONS

1. When used in this Agreement (including the recitals), the following terms shall have the following meanings:

   1.1. "American plaice" includes only American plaice caught as bycatch in a directed groundfish or flatfish fishery, but does not include American plaice caught in a directed American plaice fishery;
1.2. "Bare Boat Charter" means a vessel charter agreement under which Ocean Choice has complete control of the vessel including the right to appoint its master and crew;

1.3. "Best Efforts" means taking, in good faith, all reasonable steps to achieve the stated objective;

1.4. "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province;

1.5. "Bycatch" includes any groundfish species caught while engaged in a directed groundfish or flatfish fishery including hake, haddock, pollock, greysole, and grenadier, but does not include cod and American plaice;

1.6. "Confidential Information" means all documentation, records and communications, in whatever form, which is communicated by one party to another on an explicit or implicit condition of confidentiality, prior to or subsequent to the date of this Agreement, and that contains trade secrets or information of a financial, commercial, scientific or technical nature of the disclosing party, but excludes information which:

(a) at the time of disclosure is in the public domain;

(b) subsequent to disclosure by a party, is published or otherwise becomes part of the public domain through no fault of the party receiving the information (but only after it is published or becomes part of the public domain);

(c) information which was or becomes available to the recipient on a non-confidential basis from a source other than a party to this Agreement, which disclosure is not in breach or violation of any laws or obligation; or

(d) the parties have agreed may be released;

1.7. "Enterprise Allocations" means the total level of groundfish “enterprise allocations” or “quotas”, excluding Greenland halibut, to harvest groundfish from year to year presently or formerly assigned to or for the benefit of FPI for a particular species and designated fishing zone by the Government of Canada, in areas adjacent to Newfoundland and Labrador, expressed as a percentage of the total Canadian offshore quota for that particular species and designated fishing zone, as set out in Schedule A of the Implementation Agreement, and including related harvesting licences, vessel designations and historic rights to harvest such groundfish;

1.8. "Existing Agreements" means collectively the following agreements:
1.9. "Facility" means the processing plant owned by Ocean Choice and located at Fortune, Newfoundland and Labrador;

1.10. "Minister" means the Minister of Fisheries and Aquaculture for the province of Newfoundland and Labrador;

1.11. "Minimum Processing Requirements" means any minimum processing requirement applicable to the particular species pursuant to the Fish Inspection Operations Regulations 76/07, as may be amended from time to time;

1.12. "Redfish Agreement" means the agreement of even date hereof between the Province and Ocean Choice;

1.13. "Quota Holdco" means Quota Holdco NL Inc.; and

1.14. "Total Allowable Catch" means the total volume of a particular species of fish in a fishing zone in the Newfoundland and Labrador region designated as being available for harvest by the Minister of Fisheries and Oceans in a given year.
GENERAL COMMITMENTS

3. Ocean Choice commits as follows:

3.1. to obtain and utilize a vessel for the purpose of harvesting the redfish quota in accordance with the Redfish Agreement and the yellowtail quota, American plaice and Bycatch as referenced herein, either by:

3.2. to invest in capital improvements to its Facility in accordance with Article 12 and to commence production of yellowtail and/or American plaice at this Facility within six months of execution of this agreement (the “Reopening”);

3.3. for a period of 5 years from the date of execution of this Agreement (the “Period”), Ocean Choice will use Best Efforts to have such vessel 100% crewed by qualified and certified persons from Newfoundland and Labrador or other Canadians.
3.4. Where Ocean Choice demonstrates to the satisfaction of the Minister that it cannot catch its entire yellowtail quota permitted to be harvested pursuant to the Enterprise Allocations by December 31, 2015, Ocean Choice will make that portion of the yellowtail quota that it cannot catch available to other processors and/or harvesters licenced in Newfoundland and Labrador.

3.5. Acknowledging that the Province is relying on such representations and warranties, Ocean Choice represents and warrants to the Province that:

(a) Ocean Choice is a limited partnership duly formed and validly existing under the laws of the Province of Newfoundland and Labrador and has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations herein;

(b) 55104 Newfoundland & Labrador Inc. is a corporation duly registered to carry on business in the Province and it has all necessary corporate power, authority
and capacity to act as general partner of Ocean Choice, and it has been duly appointed as general partner of Ocean Choice and has all necessary power, authority and capacity under the partnership agreement governing Ocean Choice to act on its behalf including entering into this Agreement on behalf of Ocean Choice;

(c) The execution and delivery of this Agreement by 55104 Newfoundland & Labrador Inc. on behalf of Ocean Choice and the performance of Ocean Choice's obligations herein have been duly authorized by all necessary partnership, corporate and other action on the part of Ocean Choice and 55104 Newfoundland & Labrador Inc.;

(d) Ocean Choice is not party to, bound or affected by, or subject to, any indenture, mortgage, lease, agreement, instrument or charter or by-law provision, which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance of this Agreement or the consummation of any of the transactions provided for herein;

(e) Ocean Choice is not bound or affected by or subject to any Applicable Law which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance of this Agreement or the consummation of any of the transactions provided for herein;

(f) No approval, authorization, consent, permit or other action by, or filing with, any government entity is required in connection with the execution and delivery of this Agreement by Ocean Choice or the performance of its obligations hereunder; and

(g) This Agreement constitutes a legal, valid and binding obligation of each of 55104 Newfoundland & Labrador Inc. and Ocean Choice, enforceable against it in accordance with its terms, except as limited by (a) applicable bankruptcy laws or laws affecting the enforcement of creditors' rights generally, and (b) the general principles of equity.

3.6. Ocean Choice acknowledges that neither the Province nor any person for whom the Province may be responsible at law has made any representations or warranties with respect to this Agreement, except the representations and warranties expressly made in this Agreement.

4. The Province commits as follows:

4.1. The Province commits that, subject to its usual program or policy guidelines, to assist Ocean Choice with the sale of its assets and/or facilities located at Marystown and Port Union.
4.2. All existing and/or renewed processing licences issued to Ocean Choice during the currency of this Agreement shall be subject to the exemptions contained herein unless Ocean Choice fails to comply with the terms of this Agreement in which case, Article 10 shall apply.

4.3. Acknowledging that Ocean Choice is relying on such representations and warranties, the Province represents and warrants to Ocean Choice that:

(a) the execution and delivery of this Agreement and the consummation by the Province of the transactions contemplated herein have been duly authorized by all necessary action on the part of the Province;

(b) it is not party to, bound or affected by, or subject to, any indenture, agreement, instrument which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance of this Agreement by the Province or the consummation of any of the transactions provided for herein;

(c) this Agreement constitutes a legal, valid and binding obligation of the Province, enforceable against it in accordance with its terms, except as limited by the general principles of equity; and

(d) no approval, authorization, consent, permit or other action by, or filing with, any person is required in connection with the execution and delivery of this Agreement by the Province or the performance of its obligations hereunder.

4.4. The Province acknowledges that neither Ocean Choice nor any person for whom Ocean Choice may be responsible at law has made any representations or warranties with respect to this Agreement, except the representations and warranties expressly made in this Agreement. 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii)

EXEMPTION FROM MINIMUM PROCESSING REQUIREMENTS

7. Notwithstanding and the Minimum Processing Requirements, the Province and Ocean Choice agree that:

27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii)
7.1. From the date of this Agreement, with respect to Bycatch:

(a) Ocean Choice will offer to sell Bycatch to processors licenced in Newfoundland and Labrador at least on a quarterly basis; 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii).

(c) if Ocean Choice receives an offer that meets or exceeds market prices Ocean Choice shall sell Bycatch to those processors pursuant to such offers; and

(d) if Ocean Choice does not receive any such offers, it may process and/or market 100% of Bycatch harvested pursuant to the Enterprise Allocations in a form the market demands.

7.2. Upon satisfaction of Article 3.1 of this Agreement, until the Reopening:

(a) Ocean Choice agrees to sell yellowtail and/or American plaice that has been harvested pursuant to the Enterprise Allocations, to a processor licenced in Newfoundland and Labrador where the processor has offered to purchase yellowtail and/or American plaice at a price that meets or exceeds market prices 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii).

(b) if no offer described in Article 7.2(a) is received, Ocean Choice may process and/or market 100% of the yellowtail and/or American Plaice harvested pursuant to the Enterprise Allocations, in a form the market demands; 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii).

7.3. Upon the Reopening:

(a) a minimum of 25% of all yellowtail and/or American plaice harvested pursuant to the Enterprise Allocations shall be processed by Ocean Choice in accordance with the Minimum Processing Requirements at the Facility;
(b) in addition to the amount in Article 7.3(a), an amount equivalent to 25% of the yellowtail and/or American plaice harvested by Ocean Choice pursuant to Article 7.2(b) of this Agreement shall be processed at the Facility or another Newfoundland and Labrador facility within 3 years from the date of this Agreement;

(d) Ocean Choice may process and/or market up to 75% of yellowtail and/or American plaice harvested pursuant to the Enterprise Allocations in a form the market demands, unless:

i) it receives an offer from a processor licenced in Newfoundland and Labrador, to purchase the yellowtail and/or American plaice, or a portion thereof, that has been harvested pursuant to the Enterprise Allocations for an amount that meets or exceeds market prices and the processor has demonstrated...
FINANCIAL CONTRIBUTION

12. Ocean Choice will invest at least $1 million in capital improvements to its Facility within six months following the execution of this Agreement.

13. Ocean Choice will contribute $2.50 per hour to a maximum of 560 hours per worker to the Provinces’ Fish Plant Worker Employment Support Program for each qualifying worker displaced by the closure of Ocean Choice facilities at Marystown and Port Union and who avail of that program by May 31, 2013.

VERIFICATION

15. The Minister shall be entitled to conduct confidential independent audits of the Newfoundland and Labrador groundfish and flatfish operations of Ocean Choice in order
to determine compliance with this Agreement. The audit of Ocean Choice’s records shall only be to the extent that such audits shall furnish information relative to the Newfoundland and Labrador operations of Ocean Choice with respect to obligations under this Agreement. The audit conducted pursuant to this Section shall be considered Confidential Information and shall not be disclosed during the currency of this Agreement or following the expiration or termination of this Agreement, unless required by law.

16. For this purpose, inspectors or auditors on behalf of the Minister may enter any processing facility of Ocean Choice in the province (and if necessary outside of the province where such documentation is located) during business hours upon reasonable prior notice to determine such compliance and may inspect such establishments, equipment, product or documentation as necessary.

17. Upon request by the Minister, Ocean Choice shall provide documentation or supporting detail as is reasonably necessary to verify the fulfillment of obligations provided hereunder. Specifically, Ocean Choice shall provide reasonable assistance and access to the auditors, as necessary, to ensure compliance with these audits.

18. Nothing herein derogates from or waives any other power the Minister or the Department of Fisheries and Aquaculture may have under the Fish Inspection Act or any other piece of legislation.

DISPUTE RESOLUTION

19. Any dispute hereunder shall be dealt with by the parties in accordance with the dispute resolution procedure contained in Schedule E of the Implementation Agreement; however, the commencement of a dispute resolution process shall not suspend or abrogate the running of a notice period under this Agreement, nor the effect of the expiration of such notice period, unless otherwise agreed by the Parties.

CONFIDENTIALITY

20. Subject to the requirements for disclosure pursuant to any legislative requirement or judicative process, including the provisions of the Access to Information and Protection of Privacy Act, S.N.L. 2002, c. A-1.1 ("ATIPPA"), each party agrees that any and all Confidential Information disclosed to it by the other party pursuant to, or in respect of or in relation to this Agreement shall be treated as confidential by the recipient party and not disclosed to any third party or parties by the recipient party. The recipient party may disclose such information (i) to employees, agents and advisors solely to the extent required for the recipient party’s administration of this Agreement or proper conduct of its or their responsibilities and duties; or (ii) with the consent of the disclosing party. Where a recipient party is required to disclose Confidential Information because of a legislative requirement or judicative process, it shall provide notice of this disclosure requirement at the earliest practicable opportunity to the disclosing party.
FORCE MAJEURE

21. For purposes of this Agreement, each of the following shall be an “Event of Force Majeure”:

(a) Acts of God or natural disasters, fires, explosions, adverse weather conditions, mechanical breakdown at sea or other similar occurrences;

(b) Acts of war (declared or undeclared) or conditions arising out of or attributable to any such acts of war, revolutions, insurrections, civil strife, formal or informal hostilities or strikes, other workforce actions or similar acts, provided in any such case that the occurrence or event is beyond the control of and not the fault of Ocean Choice;

(c) Breach of a representation, warranty or undertaking of the Province or the failure of the Province to comply in a timely fashion with the obligations, undertakings or agreements of the Province set forth in this Agreement; and

(d) A change in the statutory or regulatory framework which applies generally to the fishing industry in the Province as a whole or is specific to Ocean Choice.

22. If Ocean Choice is prevented from performing any of its obligations under this Agreement by reason of an Event of Force Majeure, it will immediately notify the Province thereof and such obligation (but only such obligation) will be suspended for a reasonable period of time that reflects the period during which Ocean Choice is prevented from performing such obligation by reason of the Event of Force Majeure.

ADHERENCE TO LAWS

23. The Ocean Choice shall, at all times, adhere to all federal, provincial or municipal laws having application. Ocean Choice shall obtain and keep current all necessary licences, approvals, etc. required for Ocean Choice to operate in the province. Ocean Choice shall at all times be registered to conduct business in the Province and to remain in good standing with the Registry of Deeds and Companies for the Province of Newfoundland and Labrador.

SURVIVAL

24. Provisions concerning the parties’ rights and obligations which by the content of the provision operate after termination or which are necessary to enforce any right will survive termination of this Agreement.

NO ASSIGNMENT

25. Ocean Choice may not assign this Agreement without the prior approval of the Minister.
GOVERNING LAW

26. This Agreement shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador and Ocean Choice consents to the exclusive jurisdiction of the respective courts for any dispute arising from this Agreement. Ocean Choice agrees that in the event of any breach or threatened breach by Ocean Choice, the Minister may obtain, in addition to any other legal remedies which may be available or provided under this Agreement, such equitable relief as may be necessary to the Minister against any such breach or threatened breach without proof of actual damages.

NON-WAIVER

27. The failure of either party to insist in any one or more instances upon strict performance by the other party of any provision of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

SEVERABILITY

28. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

HEADINGS

29. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

AGREEMENT BINDING

30. This Agreement is binding on Ocean Choice and the Province, their successors and assigns according to law.

AMENDMENT

31. Except where noted otherwise, this Agreement may be amended in writing only through the mutual agreement of the parties hereto.

GOOD FAITH

32. Each of the Province and Ocean Choice shall at all times exercise all its rights hereunder in a manner consistent with good business practices and shall act in good faith.

GENERAL

33. The Province and Ocean Choice expressly disclaim any intention to create a partnership, joint venture, joint enterprise or agency relationship. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties shall
constitute or be deemed to constitute the Province and Ocean Choice as partners, joint ventures, principal and agent in any way or for any purpose.

34. Words importing the singular shall include the plural and vice versa, and words importing a particular gender shall include all genders. The use of the neuter singular pronoun to refer to a party is deemed a proper reference. The necessary grammatical changes required to make the provisions of this Agreement apply shall in all instances be assumed as though in each case fully expressed.

35. If the day on which any act is required to be done or made under this Agreement is a day which is not a Business Day, then such act shall be performed or made on the next following Business Day.

36. Each of the parties shall promptly do, make, execute and deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as another party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated hereby, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions hereof.

37. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally, sent by facsimile transmission or by courier service, to the relevant address or facsimile number designated below or such other address or facsimile number of a party as may be designated in writing by that party by notice hereunder, and shall be effective upon personal delivery or facsimile transmission thereof with proof of transmission receipt or upon delivery by courier service:

   (a) If to Ocean Choice:

       Ocean Choice International L.P.
       1315 Topsail Road
       St. John's, NL
       A1B 3N4
       Attention: President
       Facsimile: (709) 368-2260

   (b) If to the Province:

       Government of Newfoundland & Labrador
       Department of Fisheries and Aquaculture
       P.O. Box 8700
       30 Strawberry Marsh Road
       St. John's, NL
       A1B 4J6
       Attention: Deputy Minister
       Facsimile: (709) 729-4129
NO RELIANCE

38. No agreement, undertaking or obligation of the Parties set forth in this Agreement may be relied on or used for any purposes by a person which is not a party to this Agreement.

EXECUTION IN COUNTERPARTS

39. This Agreement may be executed in one or more counterparts, including by facsimile or pdf, each of which so executed will constitute an original and all of which together will constitute one and the same agreement.

FINAL AGREEMENT

40. This Agreement is collateral to the Existing Agreements and constitutes the entire agreement between the parties on the subject matter herein.

SIGNED, SEALED AND DELIVERED

by Ocean Choice International L.P., at the of
the Province of Newfoundland and
this 21st day of December, 2012,
in the presence of:

Ocean Choice International L.P., by its general partner 55104 Newfoundland & Labrador Inc.

30(1)

I/We have authority to bind the Corporation

30(1)

I/We have authority to bind the Corporation

Witness

SIGNED, SEALED AND DELIVERED
by the Minister of Fisheries and Aquaculture
and the seal of the Department of Fisheries
and Aquaculture affixed, at
in the Province of Newfoundland and Labrador, this 21st day of
2012, in the presence of:

Witness

MINISTER
THIS AGREEMENT made effective the 25th day of December, 2012 (the “Effective Date”).

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Fisheries and Aquaculture

(hereinafter the “Province”)

OF THE ONE PART

AND: OCEAN CHOICE INTERNATIONAL L.P., a limited partnership formed under the laws of Newfoundland and Labrador, by its general partner, 55104 Newfoundland & Labrador Inc.

(hereinafter “Ocean Choice”)

OF THE OTHER PART

WHEREAS:

1. It is the objective of this Agreement to support full utilization of the available quotas for maximum benefit to Newfoundland and Labrador through the restructuring of Ocean Choice’s groundfish operations;

2. The Province and Ocean Choice have entered the Yellowtail Agreement that supports the continued operation of the Ocean Choice facility at Fortune, Newfoundland;

3. The Province and Ocean Choice have acknowledged the continuation of the Existing Agreements between the parties and that this Agreement does not amend the Existing Agreements but is collateral to them; and

4. The Province and Ocean Choice have agreed to terms with respect to an exemption to the minimum processing requirements for redfish and associated bycatch (collectively, “Redfish”).

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration duly exchanged (the receipt and sufficiency whereof is hereby acknowledged) the parties agree together as follows:

DEFINITIONS

1. When used in this Agreement (including the recitals), the following terms shall have the following meanings:
1.1. "Best Efforts" means taking, in good faith, all reasonable steps to achieve the stated objective;

1.2. "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province;

1.3. "Confidential Information" means all documentation, records and communications, in whatever form, which is communicated by one party to another on an explicit or implicit condition of confidentiality, prior to or subsequent to the date of this Agreement, and that contains trade secrets or information of a financial, commercial, scientific or technical nature of the disclosing party, but excludes information which:

(a) at the time of disclosure is in the public domain;

(b) subsequent to disclosure by a party, is published or otherwise becomes part of the public domain through no fault of the party receiving the information (but only after it is published or becomes part of the public domain);

(c) information which was or becomes available to the recipient on a non-confidential basis from a source other than a party to this Agreement, which disclosure is not in breach or violation of any laws or obligation; or

(d) the parties have agreed may be released;

1.4. "Enterprise Allocations" means the total level of groundfish "enterprise allocations" or "quotas", excluding Greenland halibut, to harvest groundfish from year to year presently or formerly assigned to or for the benefit of FPI for a particular species and designated fishing zone by the Government of Canada, in areas adjacent to Newfoundland and Labrador, expressed as a percentage of the total Canadian offshore quota for that particular species and designated fishing zone, as set out in Schedule A of the Implementation Agreement, and including related harvesting licences, vessel designations and historic rights to harvest such groundfish;

27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii)]

1.5. "Existing Agreements" means collectively the following agreements:
1.6. "Minister" means the Minister of Fisheries and Aquaculture for the Province of Newfoundland and Labrador;

1.7. "Minimum Processing Requirements" means any minimum processing requirement applicable to the particular species pursuant to the Fish Inspection Operations Regulations 76/07, as may be amended from time to time;

1.8. "Yellowtail Agreement" means the agreement of even date hereof between the Province and Ocean Choice; and

1.9. "Quota Holdco" means Quota Holdco NL Inc.
GENERAL COMMITMENTS

3. Ocean Choice commits as follows:

3.1 and utilize the vessel for the purpose of harvesting the yellowtail quota, American plaice and Bycatch in accordance with the Yellowtail Agreement and the Redfish quota as referenced herein. Ocean Choice will use Best Efforts to have such vessel 100% crewed by qualified and certified persons from Newfoundland and Labrador or other Canadians.

3.2 Acknowledging that the Province is relying on such representations and warranties, Ocean Choice represents and warrants to the Province that:

(a) Ocean Choice is a limited partnership duly formed and validly existing under the laws of the Province of Newfoundland and Labrador and has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations herein;

(b) 55104 Newfoundland & Labrador Inc. is a corporation duly registered to carry on business in the Province and it has all necessary corporate power, authority and capacity to act as general partner of Ocean Choice, and it has been duly appointed as general partner of Ocean Choice and has all necessary power, authority and capacity under the partnership agreement governing Ocean Choice to act on its behalf including entering into this Agreement on behalf of Ocean Choice;

(c) The execution and delivery of this Agreement by 55104 Newfoundland & Labrador Inc. on behalf of Ocean Choice and the performance of Ocean Choice’s obligations herein have been duly authorized by all necessary partnership, corporate and other action on the part of Ocean Choice and 55104 Newfoundland & Labrador Inc.;

(d) Ocean Choice is not party to, bound or affected by, or subject to, any indenture, mortgage, lease, agreement, instrument or charter or by-law provision, which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance of this Agreement or the consummation of any of the transactions provided for herein;

(e) Ocean Choice is not bound or affected by or subject to any Applicable Law which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance
of this Agreement or the consummation of any of the transactions provided for herein;

(f) No approval, authorization, consent, permit or other action by, or filing with, any government entity is required in connection with the execution and delivery of this Agreement by Ocean Choice or the performance of its obligations hereunder; and

(g) This Agreement constitutes a legal, valid and binding obligation of each of 55104 Newfoundland & Labrador Inc. and Ocean Choice, enforceable against it in accordance with its terms, except as limited by (a) applicable bankruptcy laws or laws affecting the enforcement of creditors' rights generally, and (b) the general principles of equity.

3.3 Ocean Choice acknowledges that neither the Province nor any person for whom the Province may be responsible at law has made any representations or warranties with respect to this Agreement, except the representations and warranties expressly made in this Agreement.

4. The Province commits as follows:

4.1 All existing and/or renewed processing licences issued to Ocean Choice during the currency of this Agreement shall be subject to the exemption contained herein.

4.2 Acknowledging that Ocean Choice is relying on such representations and warranties, the Province represents and warrants to Ocean Choice that:

(a) the execution and delivery of this Agreement and the consummation by the Province of the transactions contemplated herein have been duly authorized by all necessary action on the part of the Province;

(b) it is not party to, bound or affected by, or subject to, any indenture, agreement, instrument which, with or without the giving of notice or the lapse of time or both, would be violated, contravened or breached by, or under which default would occur as a result of, the execution, delivery or performance of this Agreement by the Province or the consummation of any of the transactions provided for herein;

(c) this Agreement constitutes a legal, valid and binding obligation of the Province, enforceable against it in accordance with its terms, except as limited by the general principles of equity; and

(d) no approval, authorization, consent, permit or other action by, or filing with, any person is required in connection with the execution and delivery of this Agreement by the Province or the performance of its obligations hereunder.
4.3 The Province acknowledges that neither Ocean Choice nor any person for whom Ocean Choice may be responsible at law has made any representations or warranties with respect to this Agreement, except the representations and warranties expressly made in this Agreement.

4.4 Each of Ocean Choice and the Province agree to cause Quota Holdco to provide such consents, approvals, waivers or documents as may be reasonably necessary to give effect to the matters set out in this Agreement.

EXEMPTION FROM MINIMUM PROCESSING REQUIREMENTS

5.1 Notwithstanding Articles 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii)) and the Minimum Processing Requirements, the Province and Ocean Choice agree that upon satisfaction of Articles 3.1 of this Agreement and Articles 3.2, 12 and 13 of the Yellowtail Agreement, Ocean Choice may process and/or market up to 100% of Redfish harvested by Ocean Choice in a form the market demands.

TERMINATION 27(1)(c)(i), 27((1)(c)(ii), 27(1)(c)(iii))
6.5 Upon Ocean Choice being found or assigned into bankruptcy, entering into creditor protection, being proven to be insolvent, or winding up its business, any or all of the exemptions from the requirements of the Existing Agreements provided for in this Agreement will be deemed to have expired without further notice or action by the Province, and the applicable requirements for the Enterprise Allocations will have full force and effect in accordance with the terms of the Existing Agreements and the Minimum Processing Requirements will apply.

6.6 Nothing herein derogates from or waives any other power the Minister or the Department of Fisheries and Aquaculture may have under the Fish Inspection Act or any other piece of legislation.

DISPUTE RESOLUTION

7. Any dispute hereunder shall be dealt with by the parties in accordance with the dispute resolution procedure contained in Schedule E of the Implementation Agreement; however, the commencement of a dispute resolution process shall not suspend or abrogate the running of a notice period under this Agreement, nor the effect of the expiration of such notice period, unless otherwise agreed by the Parties.

CONFIDENTIALITY

8. Subject to the requirements for disclosure pursuant to any legislative requirement or judicative process, including the provisions of the Access to Information and Protection of Privacy Act, S.N.L. 2002, c. A-1.1 ("ATIPPA"), each party agrees that any and all Confidential Information disclosed to it by the other party pursuant to, or in respect of or in relation to this Agreement shall be treated as confidential by the recipient party and not disclosed to any third party or parties by the recipient party. The recipient party may disclose such information (i) to employees, agents and advisors solely to the extent required for the recipient party’s administration of this Agreement or proper conduct of its or their responsibilities and duties; or (ii) with the consent of the disclosing party. Where a recipient party is required to disclose Confidential Information because of a legislative requirement or judicative process, it shall provide notice of this disclosure requirement at the earliest practicable opportunity to the disclosing party.

FORCE MAJEURE

9.1 For purposes of this Agreement, each of the following shall be an “Event of Force Majeure”:

(a) Acts of God or natural disasters, fires, explosions, adverse weather conditions, mechanical breakdown at sea or other similar occurrences:
(b) Acts of war (declared or undeclared) or conditions arising out of or attributable to any such acts of war, revolutions, insurrections, civil strife, formal or informal hostilities or strikes, other workforce actions or similar acts, provided in any such case that the occurrence or event is beyond the control of and not the fault of Ocean Choice;

(c) Breach of a representation, warranty or undertaking of the Province or the failure of the Province to comply in a timely fashion with the obligations, undertakings or agreements of the Province set forth in this Agreement; and

(d) A change in the statutory or regulatory framework which applies generally to the fishing industry in the Province as a whole or is specific to Ocean Choice.

9.2 If Ocean Choice is prevented from performing any of its obligations under this Agreement by reason of an Event of Force Majeure, it will immediately notify the Province thereof and such obligation (but only such obligation) will be suspended for a reasonable period of time that reflects the period during which Ocean Choice is prevented from performing such obligation by reason of the Event of Force Majeure.

ADHERENCE TO LAWS

10. The Ocean Choice shall, at all times, adhere to all federal, provincial or municipal laws having application. Ocean Choice shall obtain and keep current all necessary licences, approvals, etc. required for Ocean Choice to operate in the province. Ocean Choice shall at all times be registered to conduct business in the Province and to remain in good standing with the Registry of Deeds and Companies for the Province of Newfoundland and Labrador.

SURVIVAL

11. Provisions concerning the parties' rights and obligations which by the content of the provision operate after termination or which are necessary to enforce any right will survive termination of this Agreement.

NO ASSIGNMENT

12. Ocean Choice may not assign this Agreement without the prior approval of the Minister.

GOVERNING LAW

13. This Agreement shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador and Ocean Choice consents to the exclusive jurisdiction of the respective courts for any dispute arising from this Agreement. Ocean Choice agrees that in the event of any breach or threatened breach by Ocean Choice, the Minister may obtain, in addition to any other legal remedies which may be available or provided under this Agreement, such equitable relief as may be necessary to the Minister against any such breach or threatened breach without proof of actual damages.
NON-WAIVER

14. The failure of either party to insist in any one or more instances upon strict performance by the other party of any provision of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

SEVERABILITY

15. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

HEADINGS

16. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

AGREEMENT BINDING

17. This Agreement is binding on Ocean Choice and the Province, their successors and assigns according to law.

AMENDMENT

18. Except where noted otherwise, this Agreement may be amended in writing only through the mutual agreement of the parties hereto.

GOOD FAITH

19. Each of the Province and Ocean Choice shall at all times exercise all its rights hereunder in a manner consistent with good business practices and shall act in good faith.

GENERAL

20.1 The Province and Ocean Choice expressly disclaim any intention to create a partnership, joint venture, joint enterprise or agency relationship. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties shall constitute or be deemed to constitute the Province and Ocean Choice as partners, joint venturers, principal and agent in any way or for any purpose.

20.2 Words importing the singular shall include the plural and vice versa, and words importing a particular gender shall include all genders. The use of the neuter singular pronoun to refer to a party is deemed a proper reference. The necessary grammatical changes required to make the provisions of this Agreement apply shall in all instances be assumed as though in each case fully expressed.
20.3 If the day on which any act is required to be done or made under this Agreement is a day which is not a Business Day, then such act shall be performed or made on the next following Business Day.

20.4 Each of the parties shall promptly do, make, execute and deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as another party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated hereby, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions hereof.

20.5 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally, sent by facsimile transmission or by courier service, to the relevant address or facsimile number designated below or such other address or facsimile number of a party as may be designated in writing by that party by notice hereunder, and shall be effective upon personal delivery or facsimile transmission thereof with proof of transmission receipt or upon delivery by courier service:

(e) If to Ocean Choice:

Ocean Choice International L.P.
1315 Topsail Road
St. John’s, NL
A1B 3N4
Attention: President
Facsimile: (709) 368-2260

(f) If to the Province:

Government of Newfoundland & Labrador
Department of Fisheries and Aquaculture
P.O. Box 8700
30 Strawberry Marsh Road
St. John’s, NL
A1B 4J6
Attention: Deputy Minister
Facsimile: (709) 729-0360

NO RELIANCE

21. No agreement, undertaking or obligation of the Parties set forth in this Agreement may be relied on or used for any purposes by a person which is not a party to this Agreement.

EXECUTION IN COUNTERPARTS
22. This Agreement may be executed in one or more counterparts, including by facsimile or portable document format (pdf), each of which so executed will constitute an original and all of which together will constitute one and the same agreement.

FINAL AGREEMENT

23. This Agreement is collateral to the Existing Agreements and constitutes the entire agreement between the parties on the subject matter herein.

SIGNED, SEALED AND DELIVERED

by Ocean Choice International L.P., at the 

of __________________, in 

the Province of Newfoundland and Labrador, 
this 24th day of December, 2012,

in the presence of:

Ocean Choice International L.P., by its general partner 55104 Newfoundland & Labrador Inc.

Witness

SIGNED, SEALED AND DELIVERED

by the Minister of Fisheries and Aquaculture and the seal of the Department of Fisheries and Aquaculture affixed, at __________________, in the Province of Newfoundland and Labrador, this 24th day of December, 2012, in the presence of:

Witness

I/We have authority to bind the Corporation

MINISTER

[Redacted]