

This lease made in duplicate this 10th day of December, 20 20,

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Nova Scotia, represented in this behalf by the Minister of Fisheries and Aquaculture,

hereinafter referred to as "**The Minister**"

OF THE ONE PART

- and -

GRAND PASS OYSTERS LTD.
4824 HIGHWAY 340
CARLETON, NS
B5A 5P9

hereinafter referred to as "**The Lessee**"

OF THE OTHER PART

WHEREAS the Minister, 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 grant aquaculture licenses for the purpose of conducting aquaculture in Nova Scotia;

AND WHEREAS the Lessee wishes to conduct marine aquaculture in Nova Scotia;

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

1. The Minister hereby grants to the Lessee a lease to use a 19.85 hectare area located in the body of waters known as Fox Island, La Grande Passe, Yarmouth County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the suspended cultivation method of American oyster (*Crassostrea virginica*).
2. The term of this lease shall be for twenty years commencing on November 19, 2020, to November 18, 2040 with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Lessee 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 lease. Late payments are subject to a fee as set out in the Regulations.
4. The undertakings set out in Schedule "B" to this lease ("undertakings"), form part of this Agreement, and the Lessee hereby agrees to comply with any conditions or limitations contained in these undertakings. The Lessee is responsible for confirming any undertakings and ensuring compliance with them.
5. Except to the extent restricted by an enactment or this lease, the Lessee has, for aquacultural purposes, the exclusive right to use the leased sub-aquatic lands and water column.
6. The Lessee agrees to comply with any permits, protocols, approvals, licences or permissions ("licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Lessee is responsible for confirming any licensing requirements and ensuring compliance with them.

7. This lease must not be assigned without the written approval of the Administrator, Nova Scotia Department of Fisheries and Aquaculture ("Administrator"). If the Lessee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment. No assignment shall be binding on the Administrator until approved by them in accordance with the Regulations.
8. In the event that the Lessee 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 lease 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 to claim for damages.
9. The Lessee must adhere to the Farm Management Plan, as it is in effect for this lease from time to time, and any failure to adhere to the Farm Management Plan is a breach of this lease.
10. This lease does not include any rights as to minerals in or on the site.
11. The Lessee shall submit to the Minister an annual report stating such information as the Minister requires concerning the Lessee'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 lease, the Administrator may vary any terms or conditions of this lease in order to address any concerns raised in the performance review.
13. The Lessee is hereby prohibited from using the site in any way that would interfere with other leased aquaculture operations.
14. If the Administrator, in their sole discretion, is of the opinion that the aquaculture activities authorized by this lease are detrimental to or interfere with previously leased facilities, the Administrator may revoke this lease upon reasonable notice without compensation.
15. The Administrator may revoke this lease without advance notice or compensation if the Lessee 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 Lessee fails to perform any of its obligations under this lease, the Minister may perform them at the Lessee's expense. In addition to any other remedies available, the Minister shall have a first priority charge for any amount due to him on the aquacultural produce within the site.
17. If the Lessee is in breach of any term of this lease and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this lease without further notice or compensation.
18. Should it become necessary for Her Majesty the Queen in right of the Province of Nova Scotia to expropriate the Lessee's rights under this lease, it is hereby agreed that the value of the lease for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Lessee that cannot be removed from the site. No compensation may be claimed for the cancellation of this lease where compensation is paid or payable in relation to the expropriation of a lease for the same area.
19. Any notices required to be given under this lease 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 Lessee 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 Minister that the site may be used now or in the future by the Lessee 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 lease shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
22. This lease 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 Minister of Fisheries and
) Aquaculture

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[Redacted signature block]



) Honourable Keith Colwell, E.C.N.S.

) GRAND PASS OYSTER LTD.
) Per:

[Redacted signature block]

[Redacted signature block]



) RAYMOND D'ENTREMONT

Witness

SCHEDULE A
GPS COORDINATE INFORMATION SHEET

Application #: 1429
Applicant: Grand Pass Company Ltd.
Location: La Grande Passe County: Yarmouth
Hydrographic Chart: 4244 Orthophoto #:
Dimensions of site: Approx. 64m x 1142m x 64m Size: Approx. 19.85 ha
1142m

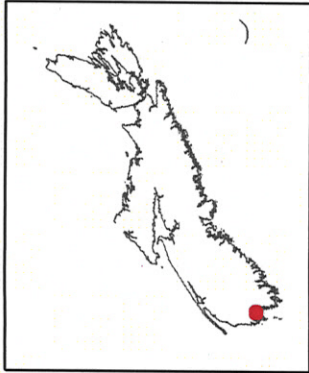
Approximate Coordinates of Application:

Datum used: NAD 83

Centre coordinates (approx.) Lat. 43° 47' 16.86"
Long. -65° 54' 34.91"

Corner #1	Lat. 43° 47' 31.00" Long. -65° 54' 50.48"	Corner #2	Lat. 43° 47' 33.86" Long. -65° 54' 43.46"
Corner #3	Lat. 43° 46' 59.86" Long. -65° 54' 26.36"	Corner #4	Lat. 43° 47' 02.72" Long. -65° 54' 19.34"

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



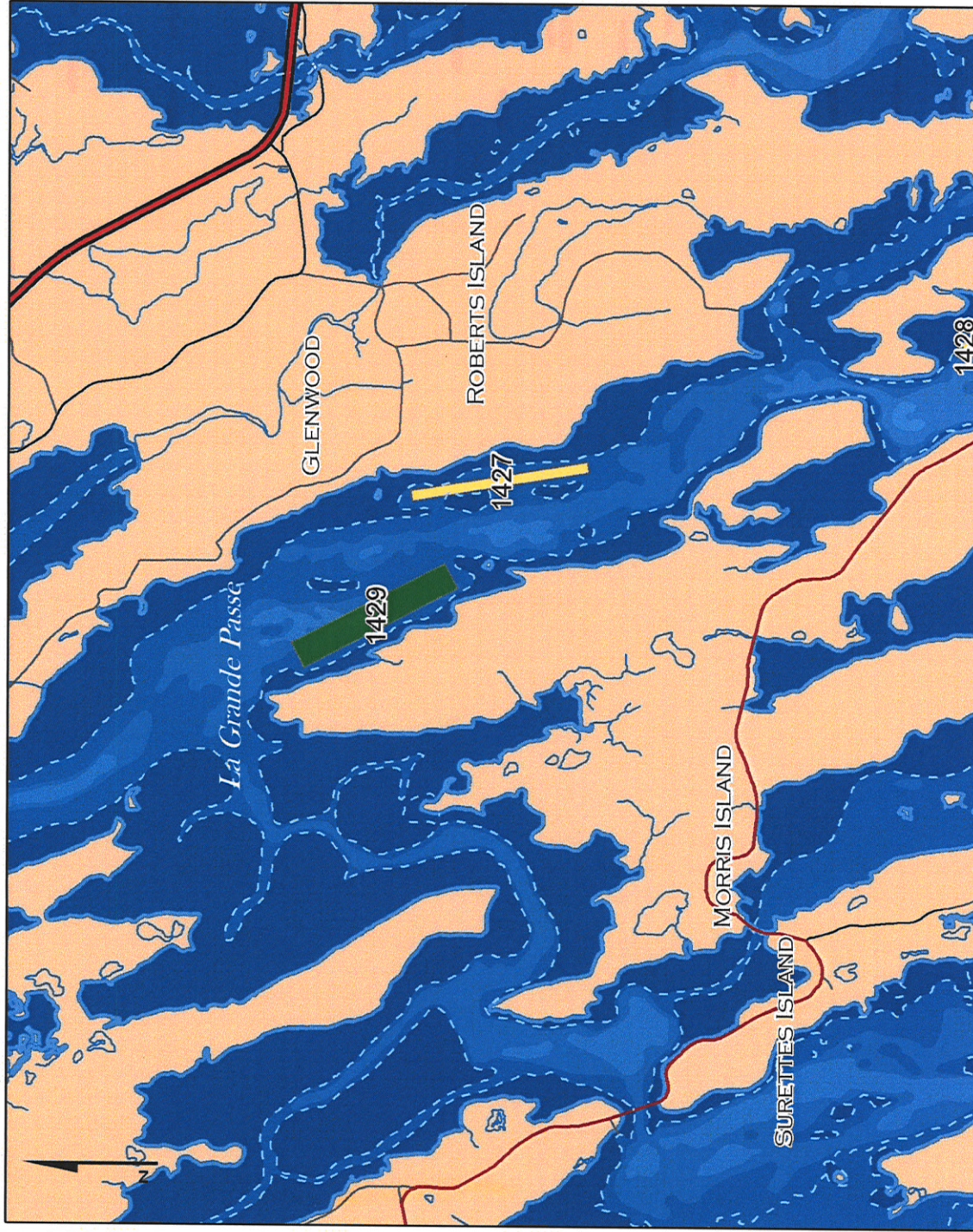
Aquaculture Site

1429

Centre
 Lat 43° 47' 16.86" Long -65° 54' 34.91"
 Corner 1
 Lat 43° 47' 31.00" Long -65° 54' 50.48"
 Corner 2
 Lat 43° 47' 33.86" Long -65° 54' 43.46"
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 Lat 43° 46' 59.86" Long -65° 54' 26.36"
 Corner 4
 Lat 43° 47' 02.72" Long -65° 54' 19.34"

DATUM NAD 83

The above coordinates
 are not from a legal survey



Application Information

Proponents : Grand Pass Oyster Ltd.
 Site Location : La Grande Passe
 Dimensions : Approx. 180m x 1102m x 180m x 1102m
 Area : Approx. 19.85 ha

- Proposed Application OMHW Mark
- Other Issued Lease Low Water Mark
- Other Proposed Lease

Species: American Oyster

Chart No.
4244



Disclaimer

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

MK-1429-MAR-2019



Aquaculture Site

1429

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 MK-1429-MAR-2019

Schedule "B"

This Schedule sets out any undertakings required of the Lessee.

The Lessee undertakes to:

1. Contact the Coordinator of Special Places if any archeological artifacts are recovered or observed as recommended by the Department of Communities, Culture and Heritage;
2. Consult with the Lobster Fishing Area 34 Advisory Committee as recommended by Fisheries and Oceans Canada.