

This lease made in duplicate this 4th day of May, 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 -

Donna Ferguson
828 Logan Road, RR#3
Tatamagouche
NS, B0K1V0

hereinafter referred to as "**THE LESSEE**"

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 Lessee was issued Aquaculture Lease No. 0325 on May 1, 2012 for a term of five years from January 21, 2012 to January 20, 2017;

AND WHEREAS the Lessee wishes to renew aquaculture Lease No. 0325;

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

1. The Administrator hereby grants to the Lessee a lease to use a 105.58 hectare area located in the body of waters known as Tatamagouche Bay, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom (seeding only) cultivation of American oyster (*Crassostrea virginica*) and Bay Quahog (*Mercenaria mercenaria*).
2. The term of this lease shall be for twenty years commencing on the 20th day of January, 2017, to the 20th day of January, 2037 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 (the "undertakings"), form part of this Agreement, and the Lessee hereby agrees to comply with any conditions or limitations contained in the undertakings unless compliance for leasing purposes is expressly waived by the Administrator. 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 shall allow access to the site by the general public for recreational activities. The general public is not permitted to carry out American oyster and Bay quahog harvest, enhancement, or husbandry activities at the site.
7. The Lessee 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 Lessee is responsible for confirming any licensing requirements and ensuring compliance with them.
8. This lease must not be assigned without the written approval of the Administrator. If the Lessee 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 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 ("Her Majesty") to claim for damages.
10. 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.
11. This lease does not include any rights as to minerals in or on the site.
12. The Lessee 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 Lessee's use and the productivity of the site.
13. 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.
14. The Lessee is hereby prohibited from using the site in any way that would interfere with other leased aquaculture operations.
15. The Lessee is hereby aware that the placing of an anchor or driving of stakes, within the limits of the site by persons other than the Lessee, provided such are included in legitimate operations incidental to fishing for or catching any kind of fish other than species type, 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 site by the Lessee.
16. If the Administrator, in his or her sole discretion, is of the opinion that the aquaculture activities authorized by this lease are detrimental to or interfere with other leased facilities, the Administrator may revoke this lease without compensation.
17. 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.
18. If the Lessee fails to perform any of its obligations under this lease, 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.
19. 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.

Schedule A
GPS COORDINATE INFORMATION SHEET

Application #: 0325
 Applicant: Donna Ferguson
 Location: Tatamagouche Bay County: Colchester
 Hydrographic Chart: 4497 Orthophoto #:
 Dimensions of site: Approx. 853m x 176m x 275m x 1203m x 980m x 735m x 308m x 180m Size: Approx. 105.58 ha.

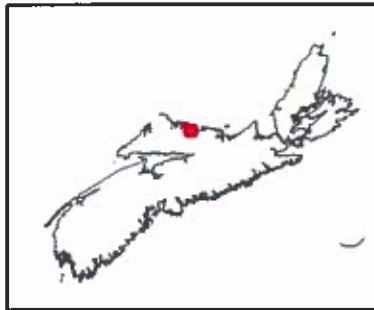
Approximate Coordinates of Application:

Datum used: NAD 83

Centre coordinates (approx.) Lat. 45° 44' 47.40"
 Long. -63° 21' 22.32"

Corner #1	Lat. 45° 44' 49.92" Long. -63° 21' 58.68"	Corner #2	Lat. 45° 44' 54.24" Long. -63° 21' 52.56"
Corner #3	Lat. 45° 45' 00.72" Long. -63° 21' 47.16"	Corner #4	Lat. 45° 45' 03.24" Long. -63° 21' 37.80"
Corner #5	Lat. 45° 45' 05.04" Long. -63° 21' 28.08"	Corner #6	Lat. 45° 45' 00.36" Long. -63° 21' 23.40"
Corner #7	Lat. 45° 45' 01.80" Long. -63° 21' 10.80"	Corner #8	Lat. 45° 44' 27.96" Long. -63° 20' 43.08"
Corner #9	Lat. 45° 44' 27.60" Long. -63° 21' 28.44"	Corner #10	Lat. 45° 44' 49.20" Long. -63° 21' 42.84"
Corner #11	Lat. 45° 44' 44.52" Long. -63° 21' 55.44"		

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



Aquaculture Site

0325

Centre

Lat 45° 44' 47.40" Long -63° 21' 22.32"

Corner 1

Lat 45° 44' 49.92" Long -63° 21' 58.68"

Corner 2

Lat 45° 44' 54.24" Long -63° 21' 52.56"

Corner 3

Lat 45° 45' 00.72" Long -63° 21' 47.16"

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Corner 7

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Corner 8

Lat 45° 44' 27.96" Long -63° 20' 43.08"

Corner 9

Lat 45° 44' 27.60" Long -63° 21' 28.44"

Corner 10

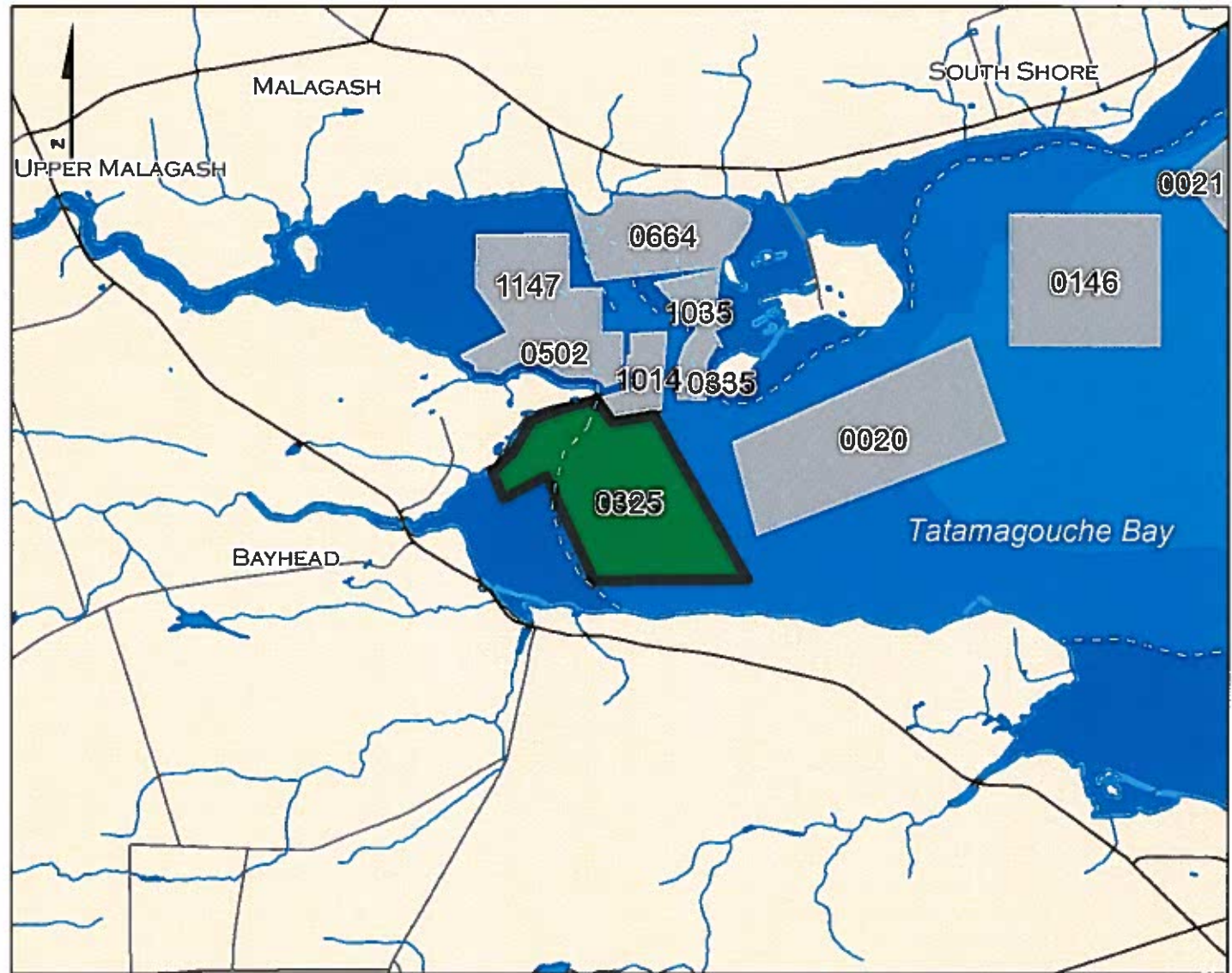
Lat 45° 44' 49.20" Long -63° 21' 42.84"

Corner 11

Lat 45° 44' 44.52" Long -63° 21' 55.44"

DATUM NAD 83

The above coordinates
are not from a legal survey



Renewal Application Information

Proponents : Donna Ferguson
 Site Location : Tatamagouche Bay
 Approximate Dimensions : 853m x 176m x 275m x 1203m x
 980m x 735m x 308m x 180m
 Area : Approx. 105.58 ha

Renewal Application Low Water Mark
 Other Issued Leases OMHW Mark

Species: American Oyster, Bay Quahaug

Chart No.

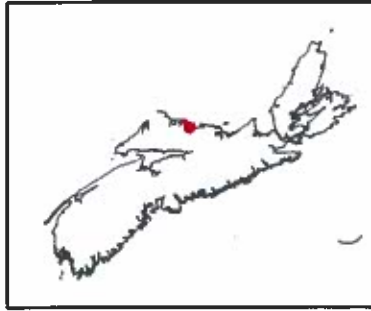
4497



Disclaimer

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

MK-0325-DEC-2016



Aquaculture Site

0325

Centre
 Lat 45° 44' 47.40" Long -63° 21' 22.32"
 Corner 1
 Lat 45° 44' 49.92" Long -63° 21' 58.68"
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Renewal Application Information

Proponents : Donna Ferguson
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 Area : Approx. 105.58 ha

- Renewal Application
- Other Issued Leases
- EC Shellfish Class - Restricted
- Low Water Mark
- OMHW Mark
- NS Bathymetry

Species: American Oyster, Bay Quahaug

Chart No.

4497



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MK-0325-DEC-2016

Schedule "B"

This Schedule sets out any undertakings required of the Lessee.

The Lessee undertakes to complete the following report:

The Lessee 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 Lessee. The report shall include information such as the following:

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

AMENDMENT TO LEASE

THIS INDENTURE made in duplicate the 15th day of May, 2023,

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 ONE PART

- and -

ELLEN FERGUSON
828 Logan Road
Tatamagouche, NS
B0K 1V0

hereinafter referred to as "**the Lessee**"

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 pursuant to the Act the Lessee was issued Aquaculture Lease No. 0325 on May 4, 2017 for a term of twenty years from January 20, 2017 to January 20, 2037, authorizing the bottom (seeding only) cultivation of American oyster (*Crassostrea virginica*), and Bay quahog (*Mercenaria mercenaria*);

AND WHEREAS the Lease was assigned to Ellen Ferguson on July 25, 2022;

AND WHEREAS the Lessee is desirous of amending Lease No. 0325 to permit the bottom cultivation with gear and suspended cultivation of American oyster (*Crassostrea virginica*) and Bay quahog (*Mercenaria mercenaria*), the suspended cultivation of Blue mussel (*Mytilus edulis*), and the bottom cultivation with gear and suspended cultivation of Sea Lettuce (*Ulva lactuca*), Sugar Kelp (*Saccharina latissima*) and Horsetail kelp (*Laminaria digitata*) subject to whatever undertakings are prescribed by the Administrator;

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. Lease No. 0325 is hereby amended by deleting Section 1 and substituting with the following Section 1:

"The Administrator hereby grants to the Lessee a lease to use a 105.58 hectare area located in the body of waters known as Tatamagouche Bay, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site"), for the following aquaculture activities:

- a. the bottom cultivation without gear, bottom cultivation with gear and suspended cultivation of American oyster (*Crassostrea virginica*);
 - b. the bottom cultivation without gear, bottom cultivation with gear and suspended cultivation of Bay quahog (*Mercenaria mercenaria*);
 - c. the suspended cultivation of Blue mussel (*Mytilus edulis*);
 - d. the bottom cultivation with gear and suspended cultivation of Sea Lettuce (*Ulva lactuca*);
 - e. the bottom cultivation with gear and suspended cultivation of Sugar Kelp (*Saccharina latissima*); and
 - f. the bottom cultivation with gear and suspended cultivation of Horsetail kelp (*Laminaria digitata*).
2. Lease No. 0325 is hereby further amended by deleting its Schedule "B" and substituting the attached Schedule "B".
 3. Except as expressly amended herein Lease No. 0325 shall remain unchanged in full force and effect.

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

SIGNED, SEALED AND DELIVERED
in the presence of

) **HIS MAJESTY THE KING**
) in right of the Province of Nova Scotia, as
) represented by the Administrator, Nova Scotia
) Department of Fisheries and Aquaculture

[Redacted Signature]

[Redacted Signature]



Witness

) Administrator, Nova Scotia Department
) of Fisheries and Aquaculture

[Redacted Signature]

[Redacted Signature]



Witness

) Ellen Ferguson

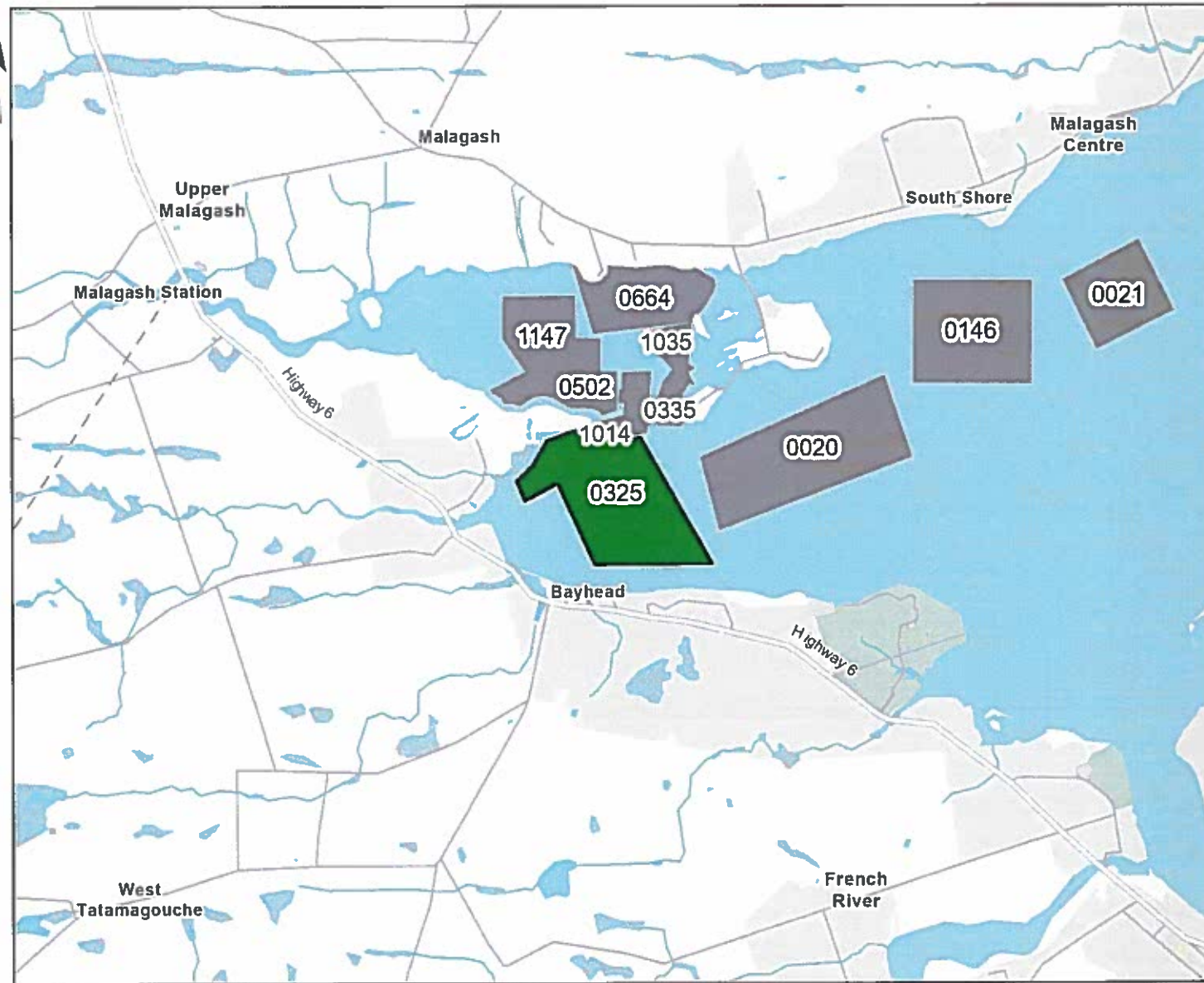
SCHEDULE A



Aquaculture Site 0325

Corner	Latitude	Longitude
1	45° 44' 49.920"	-63° 21' 58.680"
10	45° 44' 49.200"	-63° 21' 42.840"
11	45° 44' 44.520"	-63° 21' 55.440"
2	45° 44' 54.240"	-63° 21' 52.560"
3	45° 45' 0.720"	-63° 21' 47.160"
4	45° 45' 3.240"	-63° 21' 37.800"
5	45° 45' 5.040"	-63° 21' 28.080"
6	45° 45' 0.360"	-63° 21' 23.400"
7	45° 45' 1.800"	-63° 21' 10.800"
8	45° 44' 27.960"	-63° 20' 43.080"
9	45° 44' 27.600"	-63° 21' 28.440"
Centre	45° 44' 47.400"	-63° 21' 22.320"

DATUM NAD 83 CSRS UTM Zone 19
The above coordinates are not from a legal survey



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Ellen Ferguson	Colchester	Tatamagouche Bay	105.58	Shellfish; Marine Plant	Suspended, Bottom with Gear & Bottom Culture	4497

- Proposed Amendment
- Other Proposed Application

Other Issued Lease



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Date: 2023-04-21

Created By: MK

SCHEDULE A



Aquaculture Site 0325

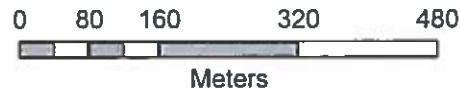
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License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Ellen Ferguson	Colchester	Tatamagouche Bay	105.58	Shellfish; Marine Plant	Suspended, Bottom with Gear & Bottom Culture	4497

- Proposed Amendment
- Current Issued Lease



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Date 2023-04-21

Created By: MK

Schedule “B”

This Schedule sets out any undertakings required of the Lessee:

The Lessee undertakes to the following:

1. The cultivation of the species Sea lettuce (*Ulva lactuca*) will be limited to any product that naturally grows on the Aquaculture gear (including lines).
2. Introducing any Sea lettuce to the site is prohibited.
3. Regarding bottom cultivation without gear activities, the Lessee 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 the Nova Scotia Department of Fisheries and Aquaculture. The report shall include information such as the following:
 - Stock assessment
 - Broodstock manipulations
 - Seed collection activities
 - Predator control activities
 - Other information may be required