

This lease made in duplicate the 14<sup>th</sup> day of September, 2022.

**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  
RR#1 Merigomish  
Big Island, NS B0K 1G0

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 licenses and aquaculture leases;

**AND WHEREAS** pursuant to the Act the Lessee was issued Aquaculture Lease No. 1369 on September 14, 2012 for a term of ten years from September 1, 2012 to August 30, 2022 for the bottom cultivation without gear method and the bottom cultivation with gear method of American oyster (*Crassostrea virginica*), Bay quahog (*Mercenaria mercenaria*) and Bay Scallop (*Argopecten irradians*);

**AND WHEREAS** pursuant to the Act the Lease was amended on March 29, 2021 to permit the suspended cultivation method and to permit the cultivation of Razor clam (*Ensis directus*);

**AND WHEREAS** the Lessee wishes to renew aquaculture Lease No. 1369;

**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. The Administrator hereby grants to the Lessee a lease to use a 22.85 hectare area located in the body of waters known as Merigomish Harbour, Pictou County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation without gear method, bottom cultivation with gear method and suspended cultivation method of American oyster (*Crassostrea virginica*), Bay quahog (*Mercenaria mercenaria*), Bay scallop (*Argopecten irradians*) and Razor clam (*Ensis directus*).
2. The term of this lease shall be for twenty years from August 31, 2022 to August 30, 2042 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 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.
7. 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.
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 ("Her Majesty") 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 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.
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 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.
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 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.



# SCHEDULE A



## Aquaculture Site 1369

Corner	Latitude	Longitude
1	45° 38' 59.966"	-62° 25' 49.088"
2	45° 39' 5.006"	-62° 25' 56.648"
3	45° 39' 21.205"	-62° 25' 36.848"
4	45° 39' 20.846"	-62° 25' 21.008"
Centre	45° 39' 12.485"	-62° 25' 40.805"

DATUM NAD 83 CSRS UTM Zone 20  
The above coordinates are not from a legal survey



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Shandaph Oyster Co. Inc.	Pictou	Cameron's Cove	22.85	Shellfish	Suspended, Bottom with Gear & Bottom Culture	4445

	Renewal Application
	Other Issued Lease
	Other Proposed Application
	Issued Experimental



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DATA: 2022-08-10  
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- Renewal Application
- Other Issued Lease



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Date: 2022-06-10  
Created By: MK

## **Schedule "B"**

This Schedule sets out any undertakings required of the Lessee:

The Lessee undertakes to the following:

1. For Bottom Cultivation without Gear, the Lessee shall submit an annual report (in addition to Annual Productions Statistics) dealing with the 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:
  - a. Stock assessment;
  - b. Broodstock manipulations;
  - c. Seed collection activities;
  - d. Predator control activities; and
  - e. Other information may be required.