

This lease made in duplicate this 16<sup>th</sup> day of May, 2016.

**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 -

JOSEPH D. MACPHERSON  
8385 EAST BAY HIGHWAY  
BIG POND CENTRE, NS B1J1Z7

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. 0455 on February 16<sup>th</sup>, 2011 for a term of five years from February 13, 2011 to February 12, 2016;

**AND WHEREAS** the Lessee wishes to renew aquaculture Lease No. 0455;

**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 0.83 hectare area located in the body of waters known as East Bay, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom (seeding only) cultivation of *Crassostrea virginica* (American oyster).
2. The term of this lease shall be for twenty years commencing on the 13<sup>th</sup> day of February, 2016 to the 13<sup>th</sup> day of February, 2036 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 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 #: 0455  
Applicant: Joseph D. MacPherson  
Location: East Bay County: Cape Breton  
Hydrographic Chart: 4279 Orthophoto #:  
Dimensions of site: Approx. 61m x 100m x 83m x 172m Size: Approx. 0.83 ha

**Approximate Coordinates of Application:**

Datum used: NAD 83

Centre coordinates (approx.) Lat. 45° 52' 56.64"  
Long. -60° 35' 46.14"

Corner #1	Lat. 45° 52' 58.37"	Corner #2	Lat. 45° 52' 58.80"
	Long. -60° 35' 49.12"		Long. -60° 35' 46.36"

Corner #3	Lat. 45° 52' 56.07"	Corner #4	Lat. 45° 52' 53.54"
	Long. -60° 35' 43.82"		Long. -60° 35' 45.12"

*NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.*



**Aquaculture Site  
0455**

Center  
 Lat 45° 52' 56.64" Long -60° 35' 46.14"  
 Corner 1  
 Lat 45° 52' 58.37" Long -60° 35' 49.12"  
 Corner 2  
 Lat 45° 52' 58.80" Long -60° 35' 46.36"  
 Corner 3  
 Lat 45° 52' 56.07" Long -60° 35' 43.82"  
 Corner 4  
 Lat 45° 52' 53.54" Long -60° 35' 45.12"

DATUM NAD 83  
 The above coordinates  
 are not from a legal survey



Application Information	
Proponent :	Joseph D. MacPherson
Site Location :	East Bay
Dimensions :	Approx. 61m x 100m x 83m x 172m
Area :	Approx. 0.83 ha

Issued Lease	OMHW Mark
Proposed Lease	Low Water Mark

Chart No.  
**4279**

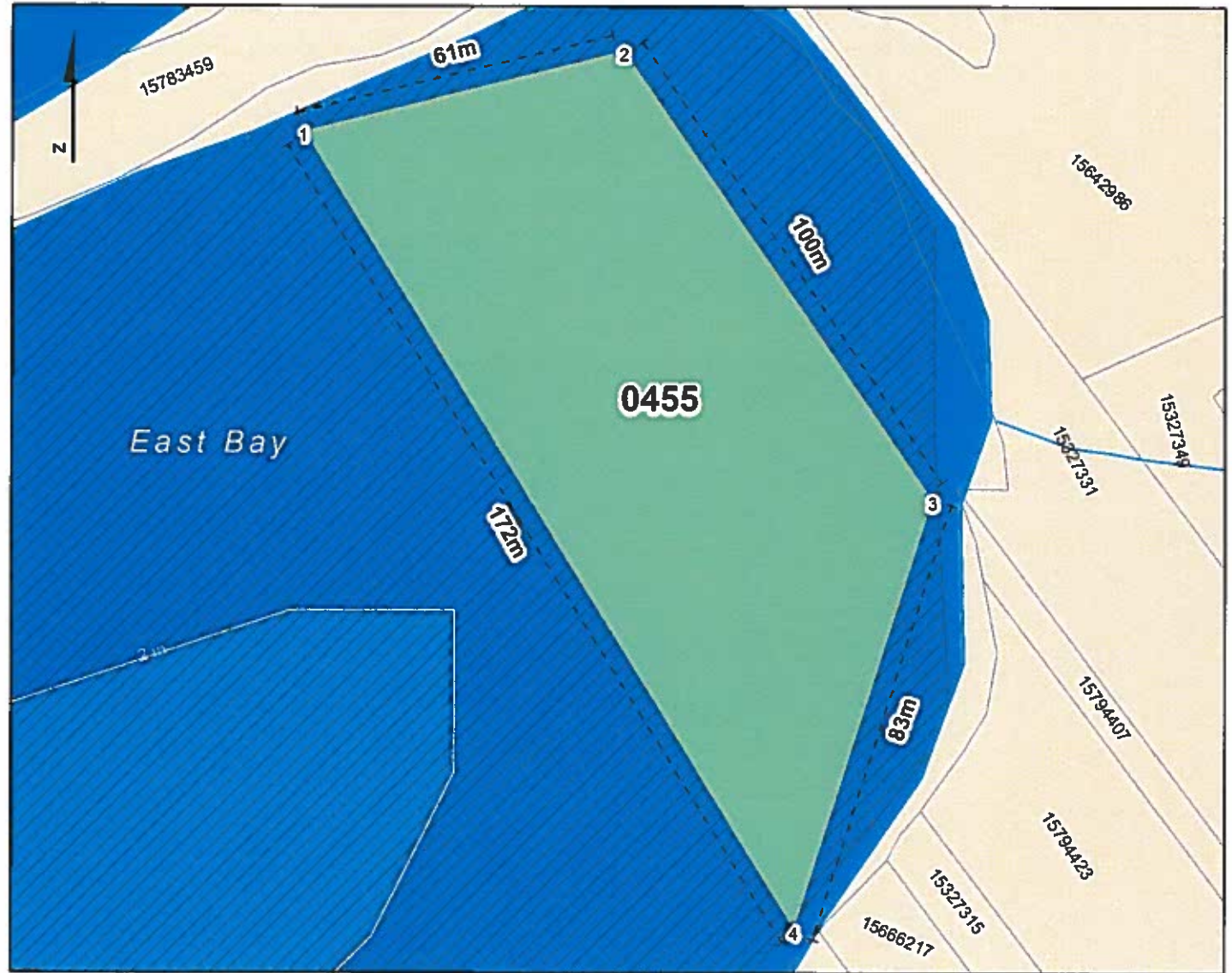
Disclaimer
This map should not be used for navigation or legal purposes. It is intended for general reference use only.
MK-0455-DEC-2015



**Aquaculture Site  
0455**

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Proponent : Joseph D. MacPherson  
 Site Location : East Bay  
 Dimensions : Approx. 61m x 100m x 83m x 172m  
 Area : Approx. 0.83 ha

- Issued Lease
- Proposed Lease
- Property Boundary
- EC - Restricted Area
- OMHW Mark
- Low Water Mark
- NS Bathymetry

Chart No.  
**4279**



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MK-0455-DEC-2015



### **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