

This lease made in duplicate this 17th day of June, 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 -

BLAINE BOND carrying on business under the name of "LONG REEF SHELLFISH"
89 LOOKOFF RD.
CHESTER, NS B0J1J0

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. 0846 on October 2, 2012 for a five year term from May 23, 2011 to May 22, 2016;

AND WHEREAS the Lessee wishes to renew aquaculture Lease No. 0846;

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 4.50 hectare area located in the body of waters known as Mahone Bay, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the suspended cultivation of *Mytilus edulis* (blue mussel), *Crassostrea virginica* (American oysters), *Placopecten magellanicus* (giant sea scallop), and *Ostrea edulis* (European oyster).
2. The term of this lease shall be for twenty years commencing on the 23rd day of May, 2016 to the 23rd day of May, 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 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.

GPS COORDINATE INFORMATION SHEET

Application #:	0846		
Applicant:	Long Reef Shellfish/Blaine Bond		
Location:	Mahone Bay	County:	Lunenburg
Hydrographic Chart:	4381	Orthophoto #:	
Dimensions of site:	Approx. 300m x 150m	Size:	Approx. 4.50 ha

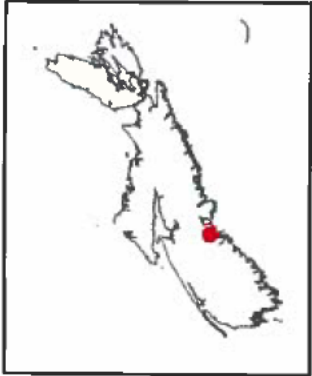
Approximate Coordinates of Application:

Datum used: NAD 83

Centre coordinates (approx.)	Lat.	44° 32' 13.08"
	Long.	-64° 16' 32.52"

Corner #1	Lat.	44° 32' 18.22"	Corner #2	Lat.	44° 32' 11.43"
	Long.	-64° 16' 34.87"		Long.	-64° 16' 25.15"
Corner #3	Lat.	44° 32' 07.95"	Corner #4	Lat.	44° 32' 14.74"
	Long.	-64° 16' 29.89"		Long.	-64° 16' 39.62"

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



Aquaculture Site 0846	
Centre	Lat 44° 32' 13.08" Long -64° 16' 32.52"
Corner 1	Lat 44° 32' 18.22" Long -64° 16' 34.87"
Corner 2	Lat 44° 32' 11.43" Long -64° 16' 26.15"
Corner 3	Lat 44° 32' 07.95" Long -64° 16' 29.89"
Corner 4	Lat 44° 32' 14.74" Long -64° 16' 39.52"
DATUM NAD 83 The above coordinates are not from a legal survey	

Application Information Proponent: Long Reef Shellfish/Blaine Bond Site Location: Mahone Bay Dimensions: Approx. 300m x 150m x 300m x 150m Area: Approx. 4.50 ha		Chart No. 4381	Disclaimer This map should not be used for navigation or legal purposes. It is intended for general reference use only. MK-0846-APR-2016
Issued Lease (Green line) Proposed Lease (Red line) Low Water Mark (Blue dashed line) OMHW Mark (Blue wavy line)			



Aquaculture Site 0846	<p>DATUM NAD 83 The above coordinates are not from a legal survey</p> <p>Centre Lat 44° 32' 13.08" Long -64° 16' 32.52" Corner 1 Lat 44° 32' 18.22" Long -64° 16' 34.87" Corner 2 Lat 44° 32' 11.43" Long -64° 16' 26.16" Corner 3 Lat 44° 32' 07.96" Long -64° 16' 29.89" Corner 4 Lat 44° 32' 14.74" Long -64° 16' 39.62"</p>
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Application Information	
Proponent:	Long Reef Shellfish/Blaine Bond
Site Location:	Mahone Bay
Dimensions:	Approx. 300m x 150m x 300m x 150m
Area:	Approx. 4.50 ha

Issued Lease Proposed Lease	Low Water Mark OMHW Mark NS Bathymetry
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Chart No. 4381	
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Disclaimer
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MK-0846-APR-2016

Schedule "B"

This Schedule sets out any undertakings required of the Lessee.

There are no undertakings required of the Lessee.

AMENDMENT TO LEASE

THIS AGREEMENT made in duplicate the 23rd day of July, 2018.

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,

hereinafter referred to as "**THE ADMINISTRATOR**"

OF THE ONE PART

- and -

BLAINE BOND carrying on business under the name of "**LONG REEF SHELLFISH**"
89 Lookoff Rd.
Chester, NS B0J 1J0

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

OF THE OTHER PART

WHEREAS the Lessee was issued Aquaculture Lease No. 0846 on June 17th, 2016 for a term of twenty years from May 23, 2016 to May 23, 2036, authorizing the suspended cultivation of Blue mussel (*Mytilus edulis*), American oysters (*Crassostrea virginica*), Giant sea scallop (*Placopecten magellanicus*) and European oyster (*Ostrea edulis*);

AND WHEREAS by condition of Lease No. 0846, the Lessee agrees to comply with any permits, protocols, approvals, licenses or permissions (the "leasing requirements") which may be required under the laws of the relevant municipality, the Province or Canada.

AND WHEREAS the Government of Canada, by authority of the *Management of Contaminated Fisheries Regulations* made pursuant to the *Fisheries Act*, may prohibit the harvest of any fish species, either from the commercial fishery or from aquaculture sites, from time to time for the purpose of protecting public health;

AND WHEREAS the Government of Canada, by condition of commercial fishing licenses issued under the provisions of the *Fisheries Act* and associated regulations, permits only the landing of the adductor muscle of *Giant sea scallops*, for the purpose of protecting public health;

AND WHEREAS the Government of Canada has indicated its willingness to continue to permit the harvesting of *Giant Sea Scallops* from licensed aquaculture sites located within waters otherwise subject to a fish-harvesting prohibition order, so long as aquaculture licence holders

Schedule "B"

This Schedule sets out any undertakings required of the Lessee:

The Lessee undertakes the following:

Where Fisheries and Oceans Canada, pursuant to the *Management of Contaminated Fisheries Regulations*, issues an order which prohibits fishing in an area (the "closed area"), and does not list Giant Sea scallops on the prohibition order, and the site falls within the closed area, the Lessee shall not harvest or retain Giant Sea scallops from the site unless all of the following conditions are met:

- (a) all Giant sea scallops harvested and retained shall be shucked prior to being taken from the site;
- (b) only the adductor muscle (meat), free of all roe and viscera, from the Giant sea scallops shall be retained; and
- (c) no intermingling of Giant sea scallop meat retained from the site shall occur, prior to processing, with Giant sea scallop meat retained from any other location