

This lease made in duplicate this 29th day of November, 2019.

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 -

Rod Beresford
21 MacLennan Drive
Sydney, NS
B1R 1H6

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. 1108 on August 7, 2014 for a term of five years from November 7, 2014 to November 7, 2019 ;

AND WHEREAS the Lessee wishes to renew aquaculture Lease No. 1108;

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 3.84 hectare area located in the body of waters known as Lochmore Harbour, Cape Breton County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom (seeding only) cultivation of American oysters (*Crassostrea virginica*).
2. The term of this lease shall be for twenty years commencing on the ten years commencing on the 7th day of November, 2019 to the 7th day of November, 2039, 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. 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.
16. 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.
17. 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.
18. 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.
19. Should it become necessary for Her Majesty 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 site.
20. 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

SCHEDULE A



Aquaculture Site

1108

Corner	Latitude	Longitude
1	45° 53' 44.846"	-60° 34' 19.825"
2	45° 53' 40.191"	-60° 34' 17.918"
3	45° 53' 41.329"	-60° 34' 31.094"
4	45° 53' 38.576"	-60° 34' 28.465"
Centre	45° 53' 40.828"	-60° 34' 24.419"

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




License/Lease Holder County Waterbody Species Type Culture Type Chart

Beresford, Rod Cape Breton Lochmore Harbour 3.84 Shellfish Bottom Culture 4279

 Issued Lease

 Other Proposed Lease

 Other Issued Lease



Disclaimer
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Date 2019-08-25 Created By: MK

SCHEDULE A



Aquaculture Site

1108

Corner	Latitude	Longitude
1	45° 53' 44.840"	-60° 34' 19.820"
2	45° 53' 40.191"	-60° 34' 17.816"
3	45° 53' 41.329"	-60° 34' 31.094"
4	45° 53' 30.576"	-60° 34' 28.488"
Centre	45° 53' 40.828"	-60° 34' 24.419"

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



License/Lease Holder County

Beresford, Rod Cape Breton

Waterbody Lochmore Harbour

3.84 Hectares

Species Type Shellfish

Bottom Culture

Chart 4279

Issued Lease

Other Proposed Lease

Other Issued Lease

NS PIDs



Meters



Disclaimer

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Date: 2019-06-25

Created By: MK

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 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:

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

AMENDMENT TO LEASE

THIS INDENTURE made in duplicate the 8th day of July, ²⁰²²~~2021~~.

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 -

ROD BERESFORD
21 MacLennan Drive
Sydney, Nova Scotia
B1R 1H6

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 licenses and aquaculture leases in order to permit certain types of cultivation methods;

AND WHEREAS pursuant to the Act the Lessee was issued Aquaculture Lease No. 1108 ("Lease No. 1108") on November 29th, 2019 for a term of twenty years from November 7, 2019 to November 7, 2039, authorizing the bottom (seeding only) cultivation of American oyster (*Crassostrea virginica*);

AND WHEREAS the Lessee is desirous of amending Lease No. 1108 to permit the bottom cultivation with gear and suspended cultivation of American oyster (*Crassostrea virginica*), subject to whatever undertakings are prescribed by the Administrator;

AND WHEREAS the Administrator consents to amend Lease No. 1108 to permit the bottom cultivation with gear and suspended cultivation of American Oyster (*Crassostrea virginica*), subject to the undertakings set out in Schedule "B" attached to this agreement;

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:

SCHEDULE A



Aquaculture Site

1108

Corner	Latitude	Longitude
1	45° 53' 44.846"	-60° 34' 19.829"
2	45° 53' 40.191"	-60° 34' 17.916"
3	45° 53' 41.329"	-60° 34' 31.094"
4	45° 53' 36.576"	-60° 34' 28.468"
Centre	45° 53' 40.828"	-60° 34' 24.419"

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



License/Lease Holder Cape Breton

County Cape Breton

Waterbody Lochmore Harbour

Hectares 3.84

Species Type Shellfish

Culture Type Bottom

Chart 4279

Amendment Application

Other Proposed Lease

Other Issued Lease



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Date: 2020-04-21
Created By: MK

SCHEDULE A



Aquaculture Site

1108

Corner	Latitude	Longitude
1	45° 53' 44.846"	-60° 34' 19.828"
2	45° 53' 40.191"	-60° 34' 17.918"
3	45° 53' 41.329"	-60° 34' 31.094"
4	45° 53' 36.576"	-60° 34' 28.468"
Centre	45° 53' 40.828"	-60° 34' 24.419"

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License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Rod Beresford	Cape Breton	Lochmore Harbour	3.84	Shellfish	Bottom	4279
<input checked="" type="checkbox"/> Amendment Application	<input type="checkbox"/> Other Proposed Lease					
<input type="checkbox"/> Other Issued Lease	<input type="checkbox"/> NS PIDs					

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Date: 2020-04-21
Created By: MK

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Schedule "B"

This Schedule sets out any undertakings required of the Lessee:

The Lessee undertakes to complete the following report with respect to their activities on the portion of the licence authorized for bottom culture without gear:

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**