

This lease made in duplicate this 21st day of May, 20 14.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Nova Scotia, represented in this behalf by the Honourable Minister of the Nova Scotia Department of Fisheries and Aquaculture,

hereinafter referred to as "**THE MINISTER**"

OF THE ONE PART

- and -

James Doucette
1594 Malagash, NS
B0K 1E0

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

OF THE OTHER PART

WHEREAS the Minister, under the provisions of the Fisheries and Coastal Resources Act, R.S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to grant aquaculture leases for the purpose of conducting aquaculture in Nova Scotia;

AND WHEREAS the Lessee wishes to conduct aquaculture in the Province.

1. The Minister hereby grants to the Lessee a lease to use a 5.00 hectare area located in the body of waters known as Caribou Harbour, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation of American oysters (*Crassostrea virginica*).
2. The term of this lease shall be for ten years commencing on the 1st day of May, 2014 to the 1st day of May, 2024 with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Lessee shall pay to the Minister an annual fee as set out in the Regulations. The first payment is due upon issuance of the lease, with further annual payments due in full within sixty (60) days after each anniversary of the granting of the lease.
4. Any undertakings set out in Schedule "B" to this lease ("undertakings"), form part of this Agreement, and the Lessee hereby agrees to comply with any conditions or limitations contained in these undertakings unless compliance for leasing purposes is expressly waived by the Minister. The Lessee is responsible for confirming any undertakings and ensuring compliance with them.
5. The Lessee agrees to comply with any permits, protocols, approvals, licenses or permissions ("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.
6. This lease may not be assigned without the express written consent of the Minister. If the Lessee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment. No assignment shall be binding on the Minister until approved by him.
7. The Minister will not normally approve of a lease assignment unless the site has been in production for a period of at least one year.

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, then, at the option of the Minister, this lease shall terminate and be of no further force and effect subject only to the right of the Minister to claim for damages.
9. The Lessee agrees to comply with any environmental monitoring program requirements determined by the Minister. Any data required under the program shall be submitted to the Minister for purposes of site evaluation and may be made public in whole or in part.
10. This lease does not include any rights as to minerals in or on the lease area.
11. Leasehold improvements shall remain the property of the Lessee and may be removed by him on the expiration of the lease, if this may be done without material damage to the sub-aquatic lands or water column, or after compensation for such material damage, however leasehold improvements may forfeit to the Minister at its sole discretion if the lease is lawfully terminated by the Minister because of breach or default by the Lessee.
12. The Lessee is hereby given the exclusive right to use the leased sub-aquatic lands and water column and the right to exclude all others from the leased area who do not have a statutory right to enter upon the premises.
13. The Lessee is hereby prohibited from using the site in any way that would interfere with other leased aquaculture operations.
14. If the Minister, in his sole discretion, is of the opinion that the aquaculture activities authorized by this lease are detrimental to or interfere with previously leased facilities, the Minister may cancel this lease upon reasonable notice without compensation.
15. If, in the opinion of the Minister, the Lessee fails to utilize all of the site for aquaculture purposes, the Minister may, in his sole discretion, cancel that portion of the area that is unused.
16. The Minister may cancel this lease without advance notice or compensation if the Minister, in his sole discretion, finds any form of disease on the site which could adversely affect either aquatic flora or fauna, or render the aquacultural produce unsuitable for human consumption.
17. The Minister may cancel 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. The Lessee shall immediately remove from the site and safely dispose of any contaminated substance in accordance with the laws of the Province and the laws of Canada.
19. If the Lessee fails to perform any of its obligations under this lease, the Minister may perform them at the Lessee's expense. In addition to any other remedies available, the Minister shall have a first priority charge for the amount due to him on the aquacultural produce within the site.
20. 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 Minister, the Minister may cancel this lease without further notice or compensation.
21. Should it become necessary for the Minister 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 area.

- 22. Any notices required to be given under this lease may be sent to the parties at their addresses set out in the heading of this Agreement. Nothing in this section prohibits the giving of notice by any other means. The Lessee must notify the Minister of any change of address within thirty (30) days.
- 23. Nothing in this Agreement shall be taken as a warranty by the Minister that the site may be used now or in the future by the Lessee for aquaculture purposes. The Minister assumes no responsibility whatsoever for any private property rights or for the actions of other levels of government which may interfere with the use of the site for aquaculture purposes.
- 24. This lease shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
- 25. This lease shall be subject to any changes made from time to time in the Act, the Regulations or any other relevant legislation.

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

SIGNED, SEALED AND DELIVERED)
 in the presence of)

HER MAJESTY THE QUEEN)
 in right of the Province of Nova Scotia)

 Witness

 Minister of the Nova Scotia Department
 of Fisheries and Aquaculture

 Witness

 James Doucette

Schedule A

GPS CO-ORDINATE INFORMATION SHEET

Application #: 1363
Applicant: James Doucette
Location: Caribou Harbour County: Pictou
Hydrographic Chart: 4483 Orthophoto #: N/A
Dimensions of site: 100 m x 500 m Size: 5.00 ha


Approximate Co-ordinates of Application:

Datum used: NAD 83

Centre co-ordinates (approx.) Lat. 45° 43' 47.02"
Long. -62° 43' 48.42"

Corner #1 Lat. 45° 43' 44.81"
Long. -62° 43' 59.77"
Corner #2 Lat. 45° 43' 52.09"
Long. -62° 43' 39.15"

Corner #3 Lat. 45° 43' 49.18"
Long. -62° 43' 37.06"
Corner #4 Lat. 45° 43' 41.91"
Long. -62° 43' 57.68"

Applicant's Signature: 

Date: Apr 14 2014

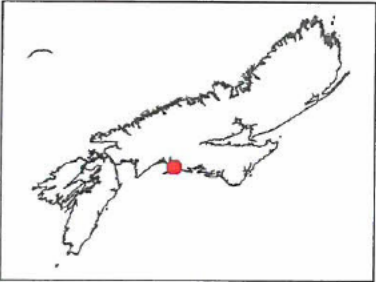
NOTE: THESE CO-ORDINATES ARE NOT FROM A LEGAL SURVEY.

Application Information

Proponent: James Doucette
 Site Location: Caribou Harbour
 Dimensions: Approx. 100 m x 500 m
 Area: Approx. 5.00 ha

Chart No. 4483	NOVASCOTIA Fisheries and Aquaculture
Proponent: [Redacted]	Date: Apr 14/2014
Signature	Drawn by: Matthew King Dec 3, 2013

Issued Lease
 Proposed Lease
 NS Bathymetry
 Low Water Mark
 OMHW Mark



1363
Aquaculture Site

Center Lat 45° 43' 47.02" Long -62° 43' 48.42"
 Corner 1 Lat 45° 43' 44.81" Long -62° 43' 59.77"
 Corner 2 Lat 45° 43' 52.09" Long -62° 43' 39.15"
 Corner 3 Lat 45° 43' 49.18" Long -62° 43' 37.06"
 Corner 4 Lat 45° 43' 41.91" Long -62° 43' 57.68"

Datum NAD 83
 the above coordinates
 are not from a legal survey

Application Information






Proponent: James Doucette
 Site Location: Caribou Harbour
 Dimensions: Approx. 100 m x 500 m
 Area: Approx. 5.00 ha

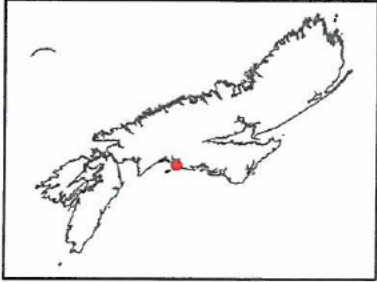
Chart No. 4483

Proponent: [Redacted]

Signature

NOVASCOTIA
 Fisheries and Aquaculture

Issued Lease  NS Bathymetry 
 Proposed Lease  Low Water Mark 
 OMHW Mark 



1363
 Aquaculture Site

Center Lat 45° 43' 47.02" Long -62° 43' 48.42"
 Corner 1 Lat 45° 43' 44.81" Long -62° 43' 59.77"
 Corner 2 Lat 45° 43' 52.09" Long -62° 43' 39.15"
 Corner 3 Lat 45° 43' 49.18" Long -62° 43' 37.06"
 Corner 4 Lat 45° 43' 41.91" Long -62° 43' 57.68"
 Datum NAD 83
 the above coordinates
 are not from a legal survey

Drawn by: Matthew King Dec 3, 2013

Date: April 2014

Schedule "B"

This Schedule sets out any undertakings required of the Lessee.

There are no undertakings required of the Lessee.

AMENDMENT TO LEASE

THIS INDENTURE made in duplicate the 4 day of April, 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 -

ANDREW THOMPSON, JEREMY WEBB
4276 Little Harbour Road
Fraser Mountain, NS B2H 5C4

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. 1363 on May 21, 2014 for a term of ten years from May 1, 2014 to May 1, 2024, authorizing the bottom without gear cultivation of American oyster (*Crassostrea virginica*);

AND WHEREAS the Lease was assigned to Andrew Thompson, Jeremy Webb on February 1, 2021;

AND WHEREAS the Lessee is desirous of amending Lease No. 1363 to permit the bottom with gear cultivation method, subject to whatever undertakings are prescribed by the Administrator;

AND WHEREAS the Administrator consents to amend Lease No. 1363 to permit the bottom with gear cultivation method;

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. Section 1 of Lease No. 1363 is hereby amended by replacing "bottom cultivation" with "bottom without gear cultivation and bottom with gear cultivation".
2. Lease No. 1363 is hereby further amended by deleting its Schedule "B" and substituting the attached Schedule "B".
3. Except as expressly amended herein Lease No. 1363 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

[Redacted]

Witness

[Redacted]

Witness

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]

Administrator, Nova Scotia Department
of Fisheries and Aquaculture

[Redacted]

Andrew Thompson, *(Jeremy Webb)*

SCHEDULE A



Aquaculture Site

1363

Corner	Latitude	Longitude
1	45° 43' 44.814"	-62° 43' 59.769"
2	45° 43' 52.087"	-62° 43' 39.153"
3	45° 43' 49.184"	-62° 43' 37.065"
4	45° 43' 41.911"	-62° 43' 57.681"
Centre	45° 43' 47.167"	-62° 43' 48.150"
TC1	45° 43' 46.639"	-62° 43' 54.595"
TC2	45° 43' 48.465"	-62° 43' 49.419"
TC3	45° 43' 50.290"	-62° 43' 44.246"
TC4	45° 43' 52.087"	-62° 43' 39.153"
TC5	45° 43' 49.184"	-62° 43' 37.065"
TC6	45° 43' 41.911"	-62° 43' 57.681"
TC7	45° 43' 44.814"	-62° 43' 59.769"

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

Andrew Thompson & Jeremy Webb

Pictou

Caribou Harbour

5

Shellfish

Bottom

4483

 Proposed Application

 Other Issued Lease

 Other Proposed Application




NOVA SCOTIA
Fisheries and Aquaculture

Disclaimer

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

Date: 2023-03-20

Created By: MK

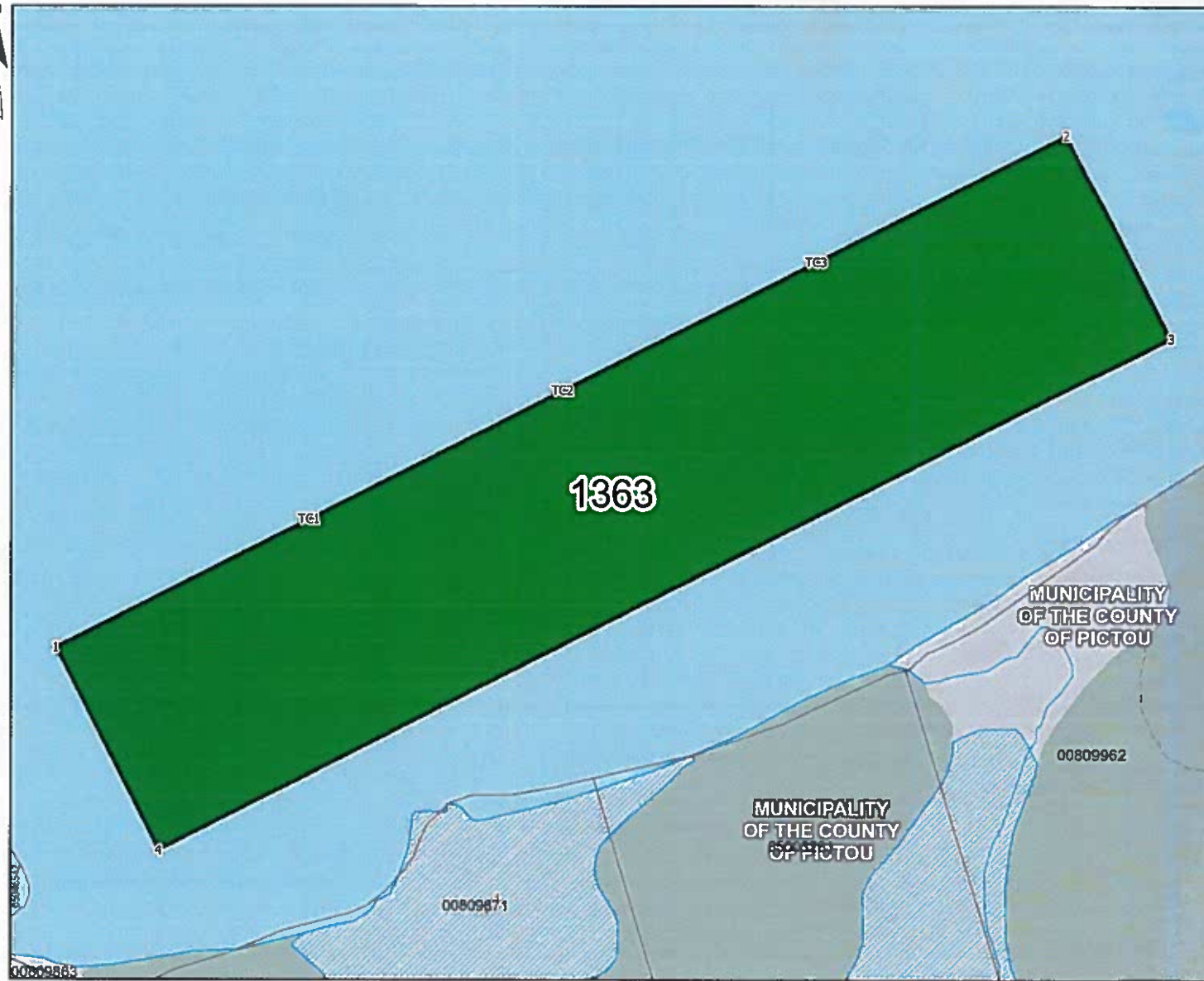
SCHEDULE A



Aquaculture Site 1363

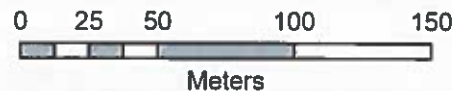
Corner	Latitude	Longitude
1	45° 43' 44.814"	-62° 43' 59.769"
2	45° 43' 52.087"	-62° 43' 39.153"
3	45° 43' 49.184"	-62° 43' 37.065"
4	45° 43' 41.911"	-62° 43' 57.681"
Centre	45° 43' 47.167"	-62° 43' 48.150"
TC1	45° 43' 46.639"	-62° 43' 54.595"
TC2	45° 43' 48.465"	-62° 43' 49.419"
TC3	45° 43' 50.290"	-62° 43' 44.246"
TC4	45° 43' 52.087"	-62° 43' 39.153"
TC5	45° 43' 49.184"	-62° 43' 37.065"
TC6	45° 43' 41.911"	-62° 43' 57.681"
TC7	45° 43' 44.814"	-62° 43' 59.769"

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
Andrew Thompson & Jeremy Webb	Pictou	Caribou Harbour	5	Shellfish	Bottom	4483

- Amendment Application
- Other Issued Lease



Disclaimer

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

Date: 2021-05-18

Created By: MK

Schedule “B”

This Schedule sets out any undertakings required of the Licensee:

The Licensee undertakes to the following:

1. Regarding bottom cultivation without gear activities, the Licensee 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 Licensee. The report shall include information such as the following:
 - Stock assessment
 - Broodstock manipulations
 - Seed collection activities
 - Predator control activities
 - Other information may be required