

This lease made in duplicate this 24th 8th day of July, 2017.

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 -

Cook Point Fisheries Ltd.
c/o Robert Swim
P.O. Box 133, Clark's Harbour
Shelburne County, NS
B0W1P0

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. 1029 on December 14, 2012 for a term of five years from October 23, 2011 to October 23, 2016;

AND WHEREAS the Lessee wishes to renew aquaculture Lease No. 1029;

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 3.15 hectare area located in the body of waters known as Barrington Passage, Shelburne County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the marine cage cultivation of **Atlantic cod (*Gadus morhua*)**.
2. The term of this lease shall be for twenty years commencing on the 22nd day of October, 2016 to 22nd day of October, 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 licensing purposes is expressly waived by the Administrator. 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 (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.

6. This lease must not be assigned except with 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. No assignment shall be binding on the Administrator until approved by him in accordance with the Regulations.
7. 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.
8. 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.
9. 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.
10. The Lessee is hereby prohibited from using the site in any way that would interfere with other leased aquaculture operations.
11. 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.
12. Following the completion of a performance review, in accordance with the Regulations, of the aquacultural 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 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.
14. 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.
15. 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.
16. 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 area.
17. 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 which the notice is post-marked. The parties, by agreement, may effect notice by any other means. The Lessee must notify the Administrator of any change of address within thirty (30) days.
18. Nothing in this Agreement shall be taken as a warranty by the Administrator that the site

may be used now or in the future by the Lessee for aquaculture purposes. The Administrator 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.

- 19. This lease shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
- 20. 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, as
represented by the Administrator, Nova Scotia
Department of Fisheries and Aquaculture

[Redacted Signature]

Witness

[Redacted Signature]

Administrator, Nova Scotia Department
of Fisheries and Aquaculture



Cook Point Fisheries Limited
Per:

[Redacted Signature]

Witness

[Redacted Signature]

Robert Swim



Schedule A

GPS COORDINATE INFORMATION SHEET

Application #: 1029
Applicant: Cook Point Fisheries Ltd.
Location: Barrington Passage County: Shelburne
Hydrographic Chart: 4210 Orthophoto #:
Dimensions of site: Approx. 150m x 210m Size: Approx. 3.15 hectares

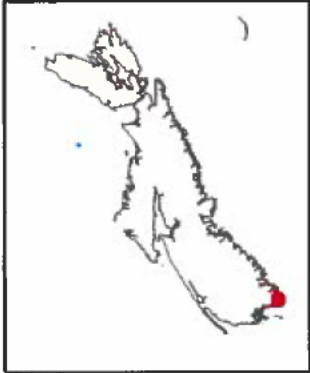
Approximate Coordinates of Application:

Datum used: NAD 83

Centre coordinates (approx.): Lat. 43° 27' 54.42"
Long. -65° 38' 57.30"

Corner #1	Lat. 43° 27' 57.84" Long. -65° 39' 00.72"	Corner #2	Lat. 43° 27' 57.90" Long. -65° 38' 54.00"
Corner #3	Lat. 43° 27' 51.06" Long. -65° 38' 53.88"	Corner #4	Lat. 43° 27' 51.00" Long. -65° 39' 00.54"

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



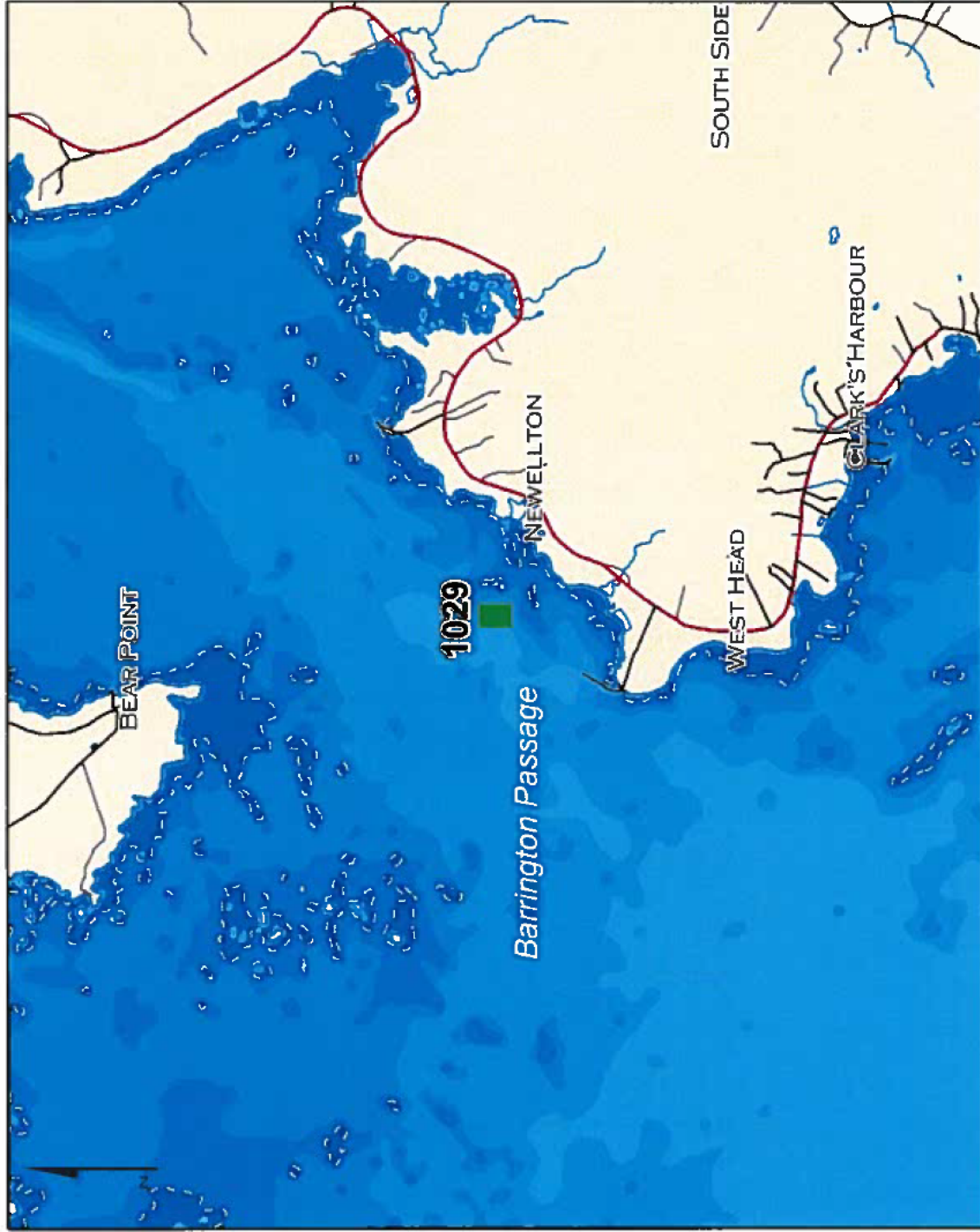
Aquaculture Site

1029

Centre
 Lat 43° 27' 54.42" Long -66° 38' 57.30"
 Corner 1
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DATUM NAD 83

The above coordinates
 are not from a legal survey



Application Information

Proponent : Cook Point Fisheries Ltd.
 Site Location : Barrington Passage
 Dimensions : Approx. 150m x 210m
 Area : Approx. 3.15 ha

Chart No.
4210

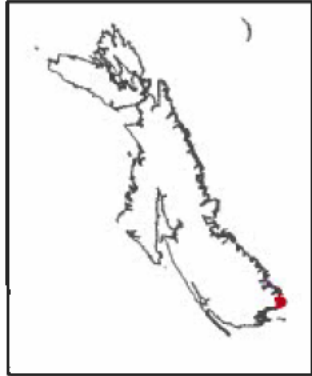


Renewal Application  OMHW Mark  Low Water Mark 

Disclaimer

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

MK-1029-NOV-2015



Aquaculture Site

1029

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Proponent : Cook Point Fisheries Ltd.
 Site Location : Barrington Passage
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Chart No.

4210



-  Issued Lease
-  Low Water Mark
-  OMHW Mark
-  NS Bathymetry

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MK-1029-NOV-2015

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 28th day of May, 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,

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

OF THE ONE PART

- and -

James L. Mood Fisheries Ltd.
c/o Corey Mood
130 Falls Point Rd
Lower Woods Harbour
NS B0W2E0

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

OF THE OTHER PART

WHEREAS the Administrator issued Aquaculture Lease No. 1029 ("Lease No. 1029") to Cook Point Fisheries Ltd. on July 21, 2017 for a term of twenty years from October 22, 2016 to October 22, 2036, authorizing the marine cage cultivation of Atlantic cod;

AND WHEREAS Lease No. 1029 was assigned to James L. Mood Fisheries Ltd. on August 24, 2017;

AND WHEREAS the Lessee seeks to amend Lease No. 1029 to authorize the cultivation of Giant Sea Scallop;

AND WHEREAS the Lessee also seeks to amend Lease No. 1029 to remove the authorization for the cultivation of Atlantic cod;

AND WHEREAS Lease No. 1029 requires the Lessee to comply with any permits, protocols, approvals, licenses or permissions 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 leased aquaculture sites located within waters otherwise subject to a fish-harvesting prohibition order, so long as aquaculture lease holders comply with requirements, equivalent to those which apply under commercial fishing licences, that are meant to protect public health;

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. 1029 is hereby amended by replacing “the marine cage cultivation of **Atlantic cod** (*Gadus morhua*)” with “the suspended cultivation of **Giant Sea Scallop** (*Placopecten magellanicus*).”
2. Lease No. 1029 is hereby further amended by deleting the Schedule “B” and replacing it with the attached Schedule “B”.
3. Lease No. 1029 shall in all other respects remain the same and continue to be in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date stated in the introductory clause.

SIGNED, SEALED AND DELIVERED
in the presence of

[Redacted]

Witness

[Redacted]

Witness

) **HER MAJESTY THE QUEEN**
) 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

) James L. Mood Fisheries Ltd.

) [Redacted]

) Corey Mood
) President



Schedule A

GPS COORDINATE INFORMATION SHEET

Application #: 1029
Applicant: James L. Mood Fisheries Ltd.
Location: Barrington Passage County: Shelburne
Hydrographic Chart: 4210 Orthophoto #:
Dimensions of site: Approx. 150m x 210m Size: Approx. 3.15 hectares

Approximate Coordinates of Application:

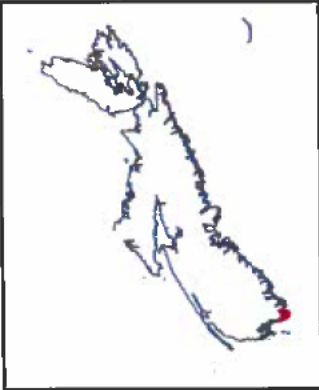
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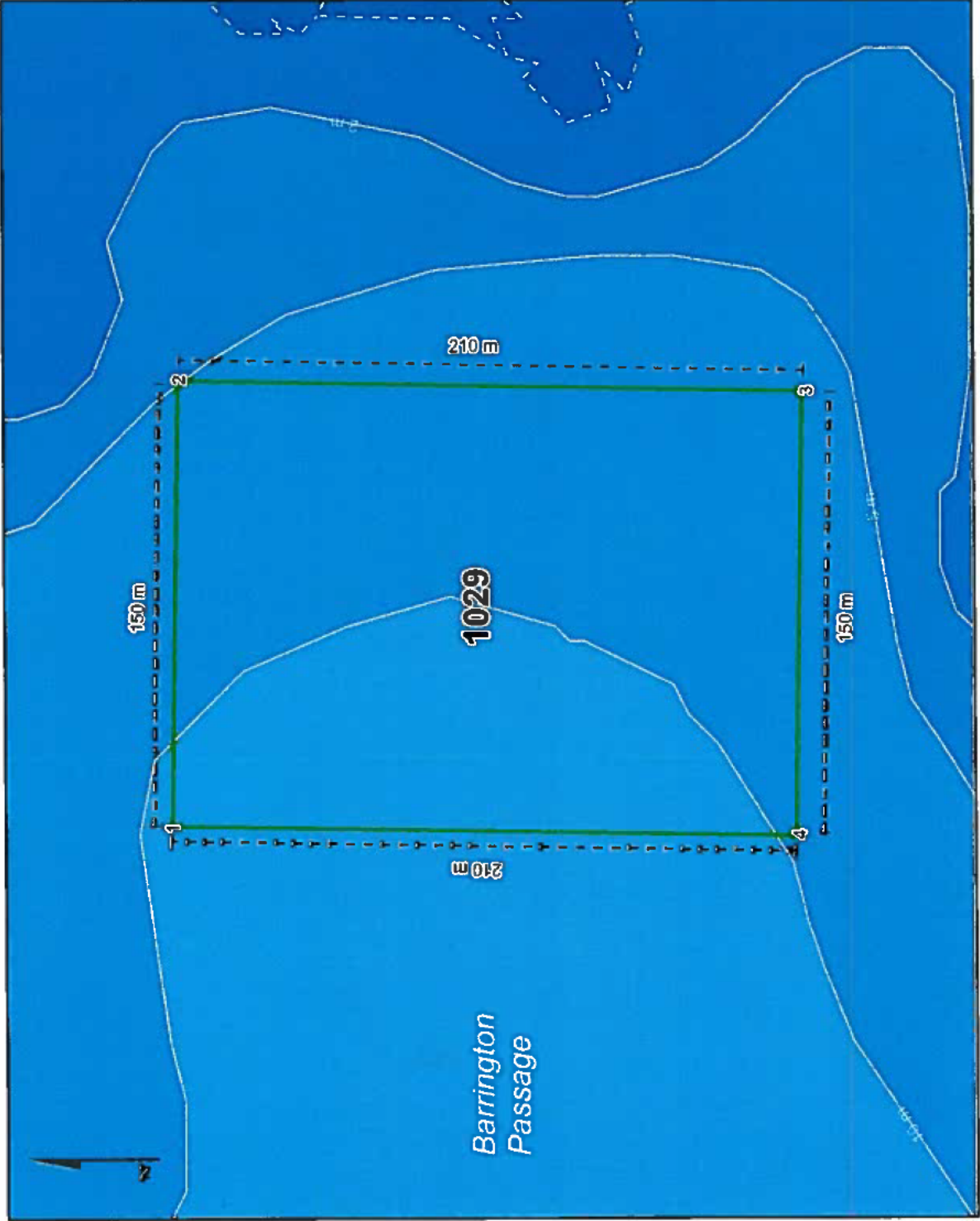
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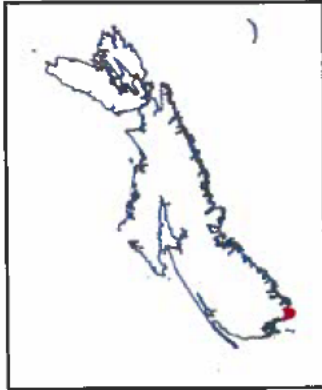
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Aquaculture Site 1029	<p>Center Lat 43° 27' 54.42" Long -65° 38' 57.30" Corner 1 Lat 43° 27' 57.84" Long -65° 39' 00.72" Corner 2 Lat 43° 27' 57.90" Long -65° 38' 54.00" Corner 3 Lat 43° 27' 51.06" Long -65° 38' 53.88" Corner 4 Lat 43° 27' 51.00" Long -65° 39' 00.54"</p> <p style="text-align: center;">DATUM NAD 83 The above coordinates are not from a legal survey</p>
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Application Information		Disclaimer	
Proponent : James L. Mood Fisheries Ltd. Site Location : Barrington Passage Dimensions : Approx. 150m x 210m Area : Approx. 3.15 ha		Chart No. 4210 	This map should not be used for navigation or legal purposes. It is intended for general reference use only. MK-1029-NOV-2015



Aquaculture Site

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Application Information

Proponent : James L. Mood Fisheries Ltd.
 Site Location : Barrington Passage
 Dimensions : Approx. 150m x 210m
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Chart No.

4210



Issued Lease OMHW Mark

Low Water Mark
 NS Bathymetry

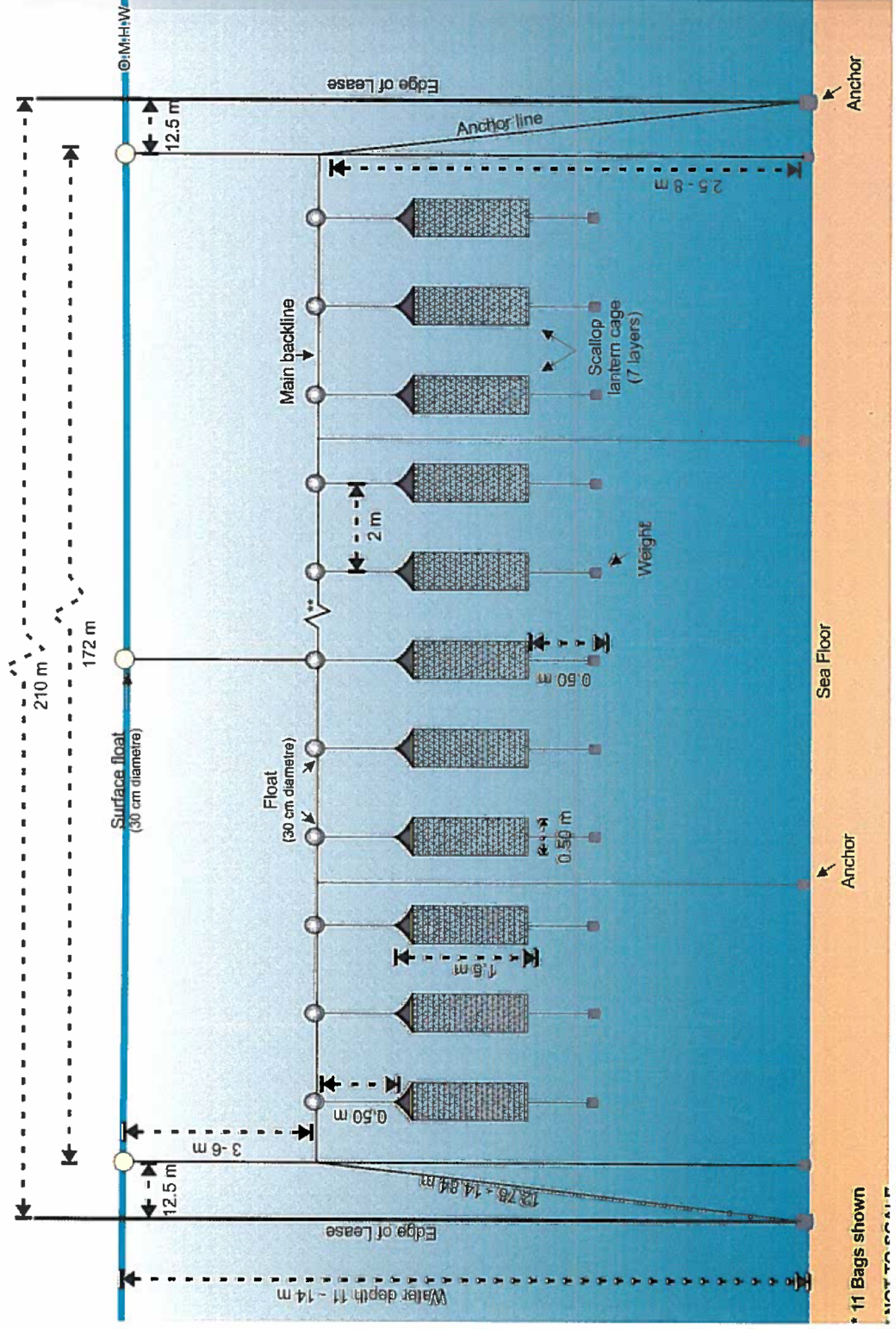
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MK-1029-NOV-2015

Scallop Lease Section A - A

Lease Number: 1029
 Proponent: James L. Mood Fisheries Ltd.
 Signature: _____
 Date: _____



11 Bags shown
 NOT TO SCALE

Schedule "B"

This Schedule sets out any undertakings required of the Lessee.

The Lessee undertakes the following:

1. No aquaculture activities, including but not limited to, site stocking, husbandry techniques, or harvesting of Giant Sea Scallops in any form, shall be permitted at this site until such time as the waters within which the site is located are reclassified, pursuant to Appendix XIII of the *Canadian Shellfish Sanitation Program Manual of Operations*, to permit aquaculture activities in accordance with the provisions of the *Canadian Shellfish Sanitation Program*.
2. In the event that reclassification of the waters within which the site is located occurs, and such reclassification permits aquaculture activities in accordance with the provisions of the Canadian Shellfish Sanitation program, the Lessee shall be bound by the following:
 - a) 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:
 - (i) all Giant Sea Scallops harvested and retained shall be shucked prior to being taken from the site;
 - (ii) only the adductor muscle (meat), free of all roe and viscera, from the Giant Sea Scallops shall be retained; and
 - (iii) 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.