

This lease made in duplicate this 29<sup>th</sup> day of March, 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, 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 -

**BAY ENTERPRISES LIMITED**

2642 Malagash Road,  
Malagash, NS B0K 1E0

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. 0664 on May 10, 2013 for a five year term from April 1, 2013 to March 31, 2018;

**AND WHEREAS** the Lessee wishes to renew aquaculture Lease No. 0664;

**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 48.52 hectare area located in the body of waters known as McNabs Bay, Cumberland 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*) and **Bay Quahog** (*Mercenaria mercenaria*), **Soft shell clam** (*Mya Arenaria*) and **Blue mussel** (*Mytilus edulis*).
2. The term of this lease shall be for twenty years commencing on the 1<sup>st</sup> day of April, 2018 to the 1<sup>st</sup> day of April, 2038, 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 Licencee 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 Licencee is responsible for confirming any licensing requirements and ensuring compliance with them.
7. This licence must not be assigned without the written approval of the Administrator. If the Licencee 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 Licencee 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 licence 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 Licencee must adhere to the Farm Management Plan, as it is in effect for this licence from time to time, and any failure to adhere to the Farm Management Plan is a breach of this licence.
10. This licence does not include any rights as to minerals in or on the site.
11. The Licencee 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 Licencee'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 licence, the Administrator may vary any terms or conditions of this licence in order to address any concerns raised in the performance review.
13. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
14. If the Administrator, in his or her sole discretion, is of the opinion that the aquaculture activities authorized by this licence are detrimental to or interfere with other licenced facilities, the Administrator may revoke this licence without compensation.
15. The Administrator may revoke this licence without advance notice or compensation if the Licencee 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 Licencee fails to perform any of its obligations under this licence, 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.
17. If the Licencee is in breach of any term of this licence and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this licence without further notice or compensation.
18. Should it become necessary for Her Majesty to expropriate the Licencee's rights under this licence, it is hereby agreed that the value of the licence for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Licencee that cannot be removed from the site. No compensation may be claimed for the cancellation of this licence where compensation is paid or payable in relation to the expropriation of a licence for the same site.

19. Any notices required to be given under this licence 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 Licencee must notify the Administrator of any change of address within thirty (30) days.
20. 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 Licencee 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.
21. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
22. This licence 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

[Redacted Signature]  
Witness

) **BAY ENTERPRISES LIMITED**  
) [Redacted Signature]   
) Charles Furdy  
)

SCHEDULE A  
**GPS COORDINATE INFORMATION SHEET**

Application #: 0664  
Applicant: Bay Enterprises Limited  
Location: McNabs Bay County: Cumberland *Out*  
Hydrographic Chart: 4497 Orthophoto #:  
Dimensions of site: See Sketch Size: Approx. 48.52 ha

**Approximate Coordinates of Application:**

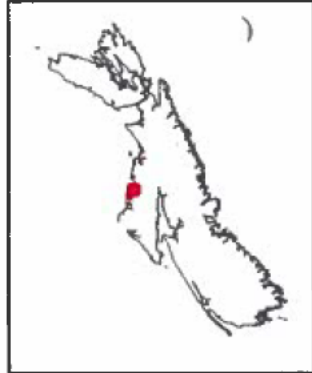
Datum used: NAD 83

Centre coordinates (approx.) Lat. 45° 45' 39.60"  
Long. -63° 21' 09.00"

Corner #1	Lat. 45° 45' 48.18"	Corner #2	Lat. 45° 45' 42.66"
	Long. -63° 21' 37.20"		Long. -63° 20' 42.24"

Corner #3	Lat. 45° 45' 32.64"	Corner #4	Lat. 45° 45' 29.58"
	Long. -63° 20' 51.36"		Long. -63° 21' 29.10"

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



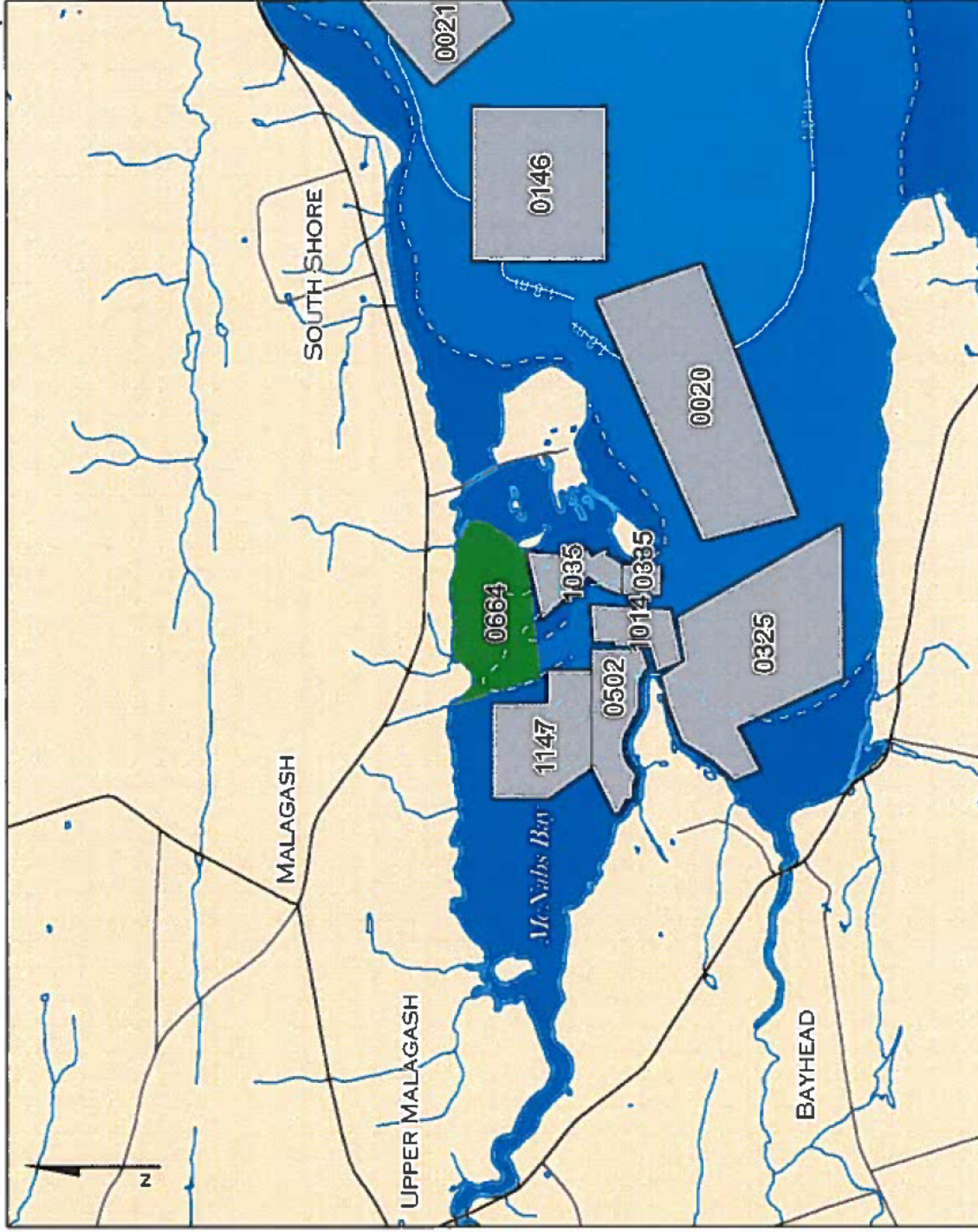
**Aquaculture Site**

**0664**

Centre  
 Lat 45° 46' 39.60" Long -63° 21' 09.00"  
 Corner 1  
 Lat 45° 45' 48.18" Long -63° 21' 37.20"  
 Corner 2  
 Lat 45° 45' 42.66" Long -63° 20' 42.24"  
 Corner 3  
 Lat 45° 45' 32.64" Long -63° 20' 51.36"  
 Corner 4  
 Lat 45° 46' 29.58" Long -63° 21' 29.10"

DATUM NAD 83

The above coordinates  
 are not from a legal survey



**Application Information**

Proponent : Bay Enterprises Limited  
 Site Location : McNabs Bay  
 Dimensions : Approx. 1431m x 390m x 818m x 600m  
 Area : Approx. 48.52 ha

- Renewal Application
- Other Issued Lease
- Low Water Mark
- OMHW Mark
- NS Bathymetry

Chart No.

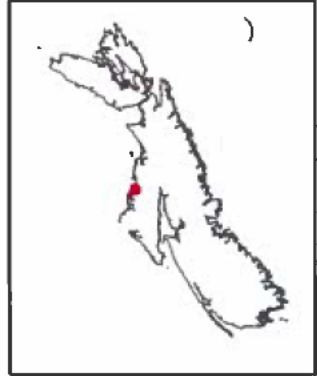
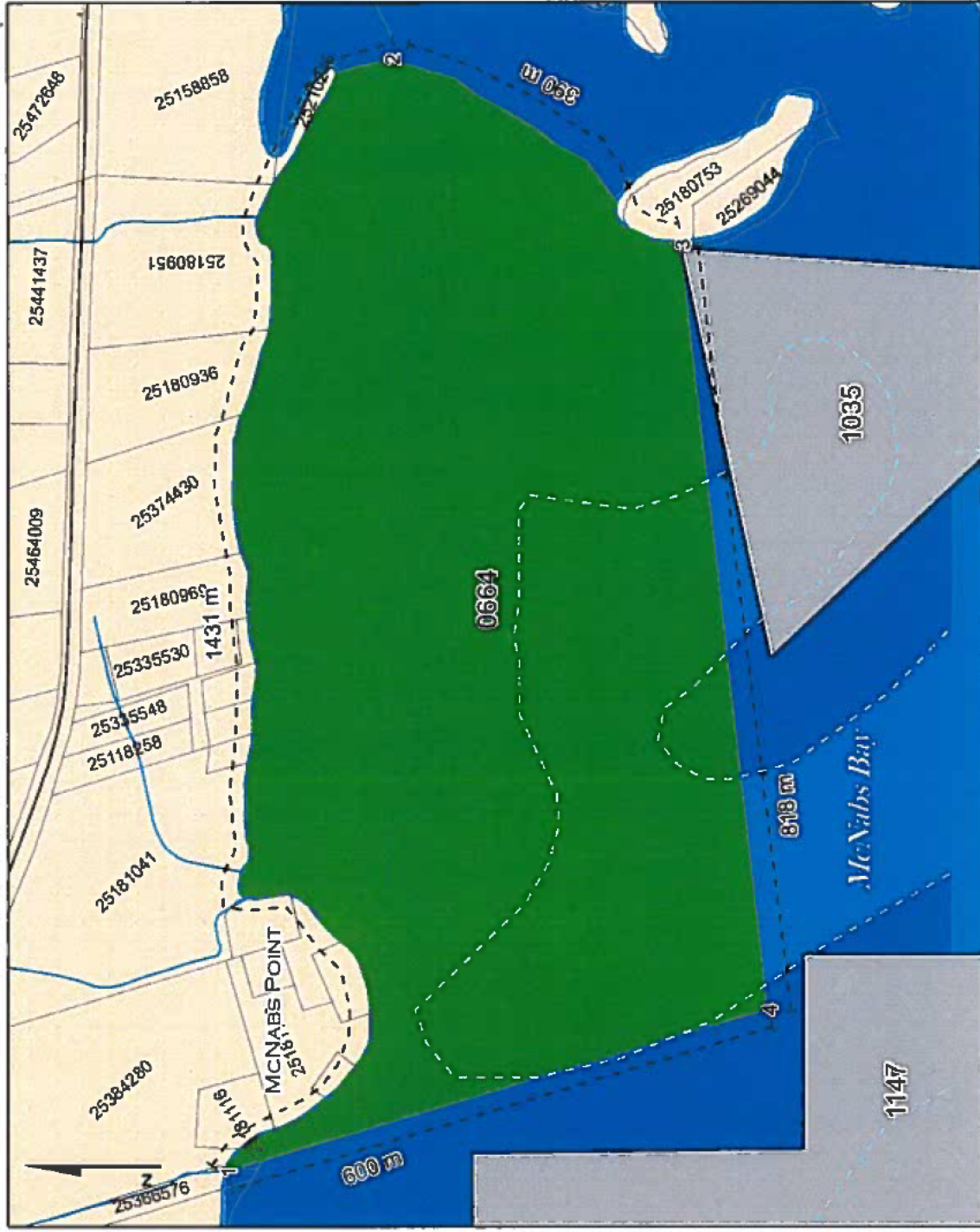
**4497**



**Disclaimer**

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

MIK-0664-NOV-2017



**Aquaculture Site**  
**0664**

Centre  
 Lat 45° 45' 39.60" Long -63° 21' 09.00"  
 Corner 1  
 Lat 45° 45' 48.18" Long -63° 21' 37.20"  
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**Application Information**

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Renewal Application  
 Low Water Mark  
 Other Issued Lease  
 OMHW Mark  
 NS Bathymetry

Chart No.  
**4497**



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MK-0664-NOV-2017

## **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to complete the following report:

The Licencee 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 Licencee. 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 22<sup>nd</sup> day of March, 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 -

**BAY ENTERPRISES LIMITED**

2642 Malagash Road,  
Malagash, NS B0K 1E0

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 in order to permit certain types of cultivation methods;

**AND WHEREAS** pursuant to the Act the Lessee was issued Aquaculture Lease No. 0664 on March 29, 2018 for a term of twenty years from April 1, 2018 to April 1, 2038, authorizing bottom (seeding only) cultivation of American oyster, Bay quahog, Soft shell clam and Blue mussel;

**AND WHEREAS** the Lessee is desirous of amending Lease No. 0664 to permit the bottom cultivation with gear method of American oyster, Bay quahog, Soft shell clam and Blue mussel, subject to whatever undertakings are prescribed by the Minister;

**AND WHEREAS** the Administrator consents to amend Lease No. 0664 to permit the bottom cultivation with gear method of American oyster, Bay quahog, Soft shell clam and Blue mussel on a certain portion of the lease (subject to the undertakings set out in Schedule "B" attached to this agreement).





# SCHEDULE A

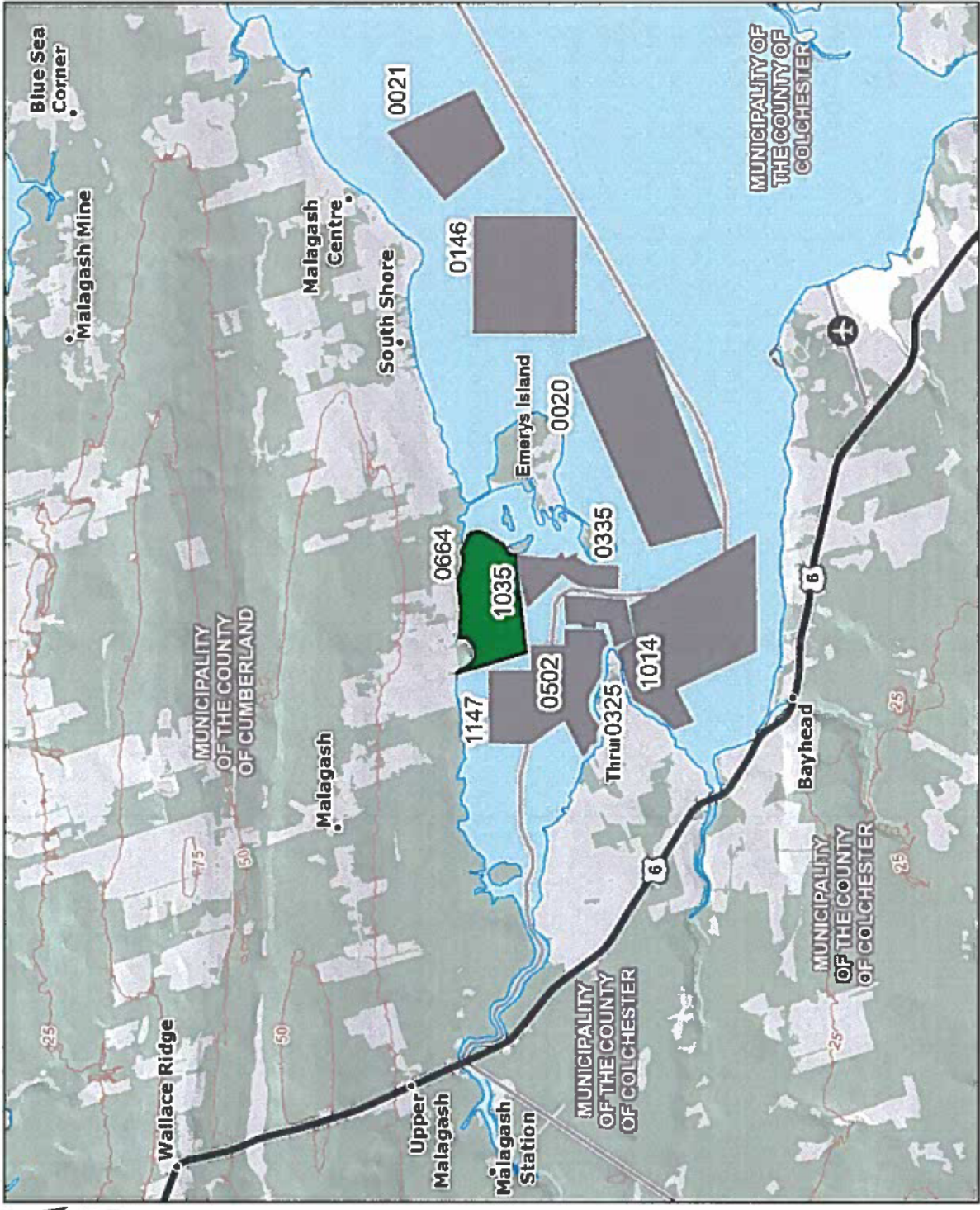


## Aquaculture Site

### 0664

Corner	Latitude	Longitude
1	45° 45' 48.180"	-63° 21' 37.200"
2	45° 45' 29.560"	-63° 21' 29.100"
3	45° 45' 32.640"	-63° 20' 51.360"
4	45° 45' 42.660"	-63° 20' 42.240"
Centre	45° 45' 36.935"	-63° 21' 10.082"
TC1	45° 45' 45.125"	-63° 21' 12.282"
TC2	45° 45' 45.189"	-63° 21' 5.333"
TC3	45° 45' 45.226"	-63° 20' 58.286"
TC4	45° 45' 42.483"	-63° 20' 45.155"
TC5	45° 45' 39.227"	-63° 20' 48.092"
TC6	45° 45' 36.044"	-63° 20' 50.903"

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
Bay Enterprises Limited	Cumberland	Tatamagouche Bay	48.52	Shellfish	Bottom	4497

Amendment Application

Other Issued Lease

Proposed Commercial Lease

0 0.5 1 2  
Kilometers



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Dev. 2020-12-21  
Created By: MK

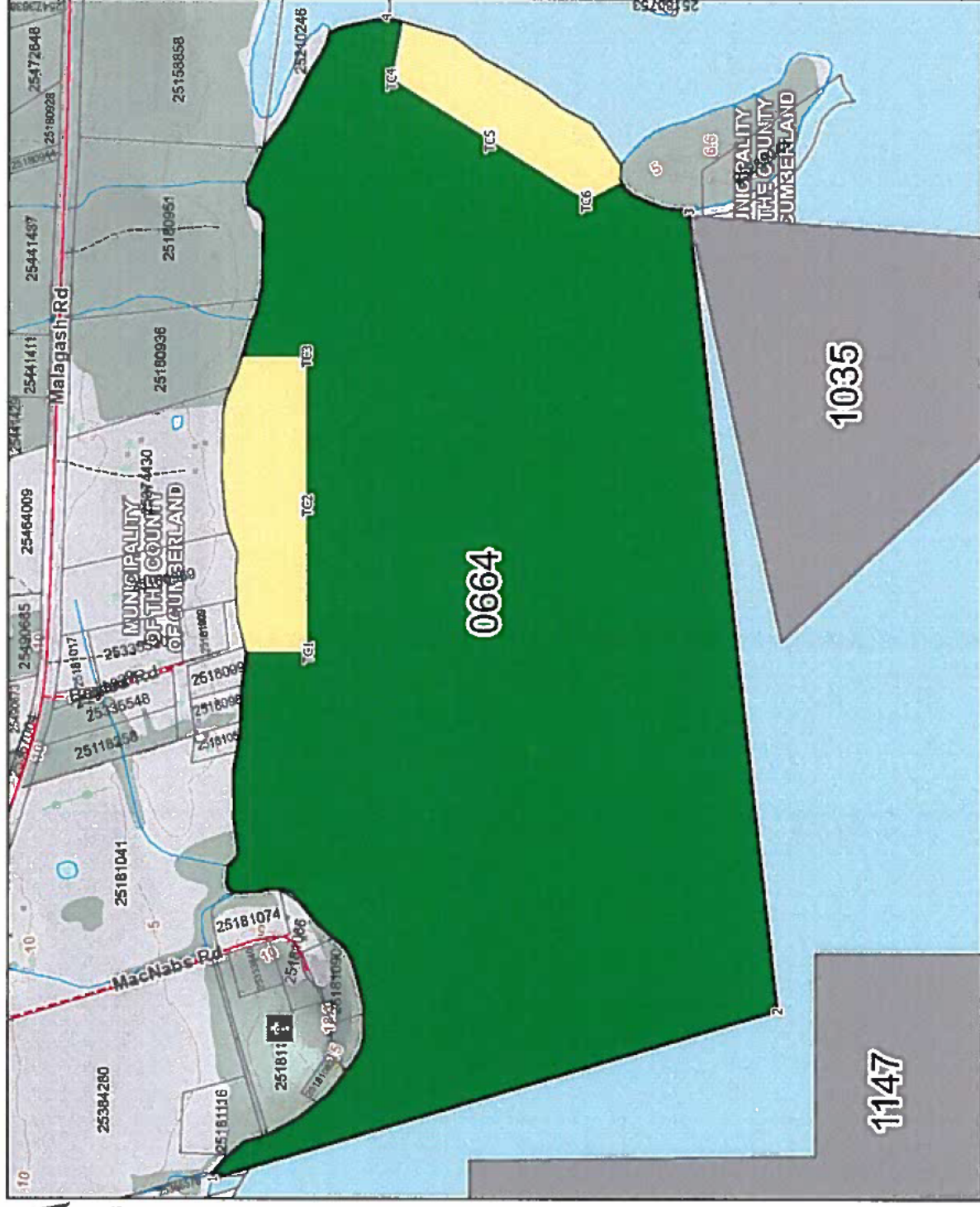
# SCHEDULE A



## Aquaculture Site 0664

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License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
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Amendment Application  
 Other Issued Lease



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Data: 2020-12-21  
Created By: MK

## **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