

License No.

236483

File No. 2402982

THIS AGREEMENT dated for reference the 14th day of July, 1997.

IN PURSUANCE of the *LAND ACT* (Section 39).

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Environment, Lands and Parks,
Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

DAN MCDERMID, and
JIM HURFORD
as "Tenants In Common"
505 - 1330 Clyde Avenue
West Vancouver, British Columbia
V7T 1E7

(hereinafter called the "Licensee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the attached schedule entitled Legal Description (hereinafter referred to as the "Land");

NOW THEREFORE in consideration of the fee to be paid by and the covenants of the Licensee, the parties agree as follows:

Article I - Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for the commercial cultivation, husbandry and harvesting of oysters and related facilities thereto.

Article II - Duration

(2.01) The duration of this license and the rights herein granted shall be for a term of 20 years commencing on the 15th day of September, 1997 (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III - License Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the license fee as prescribed in the Fee Schedule attached.

Article IV - Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

- (a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this License;
- (f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,
 - (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land, and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;
- (h) to permit the Owner, or his authorized representative to enter upon the Land at any time to inspect the Land and any improvements thereon;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in any Special Proviso Schedule;
- (j) on the expiration or at the earlier cancellation of this license
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,
 - (iii) to restore the surface of the Land to the satisfaction of the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;
- (k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party

or public liability claims arising from any accident or occurrence on the Land to an amount not less than \$1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;

- (l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;
- (m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;
- (n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;
- (o) not to dredge or displace beach materials on the Land without the prior written consent of the Owner;
- (p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;
- (q) not to prohibit or restrict any person from passing over the Land.

Article V - Assignment

- (5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI - Cancellation

- (6.01) In the event that
 - (a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;
 - (b) the Licensee ceases to use the Land for the purposes permitted herein;
 - (c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein;
 - (d) the Licensee fails, in the opinion of the Owner, to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Owner gives written notice of the failure to the Licensee;the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.
- (6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the *Land Act* and, notwithstanding subsection (j) of section 4.01, any building, machinery, plant equipment, and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.
- (6.03) In the event that

- (a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,
- (b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,
- the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.
- (6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.
- (6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII - Security

- (7.01) ~~The security in the sum of \$15,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.~~
- (7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- (7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.
- (7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.
- (7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.04, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

Article VIII - Notice

- (8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX - Miscellaneous

- (9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.
- (9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (9.03) This license is subject to:
- (a) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Act* or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them;
 - (b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 50 of the *Land Act*; AND
 - (c) any prior dispositions made pursuant to the *Land Act*.
- (9.04) The Licensee acknowledges and agrees with the Owner that
- (a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference;
 - (b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee;
 - (c) he shall not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03; AND
 - (d) all schedules attached to this license form an integral part of this license.
- (9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.
- (9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (9.07) Time is of the essence in this agreement.

Article X - Interpretation

- (10.01) In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- (10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- (10.04) If any section of this license or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

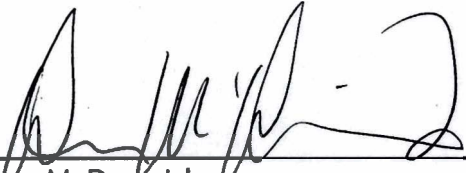
IN WITNESS WHEREOF, the parties have executed this license as of the day and year first above written.

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by a duly authorized representative of the Minister of Environment, Lands and Parks in the presence of:


 For the Minister of Environment, Lands and Parks

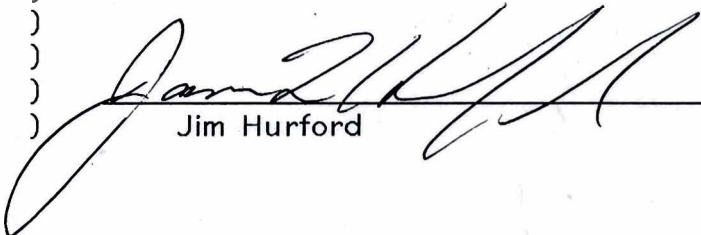

 Witness


SIGNED by Dan McDermid in the presence of:


 Dan McDermid


 Witness

SIGNED by Jim Hurford in the presence of:


 Jim Hurford


 Witness



License No.

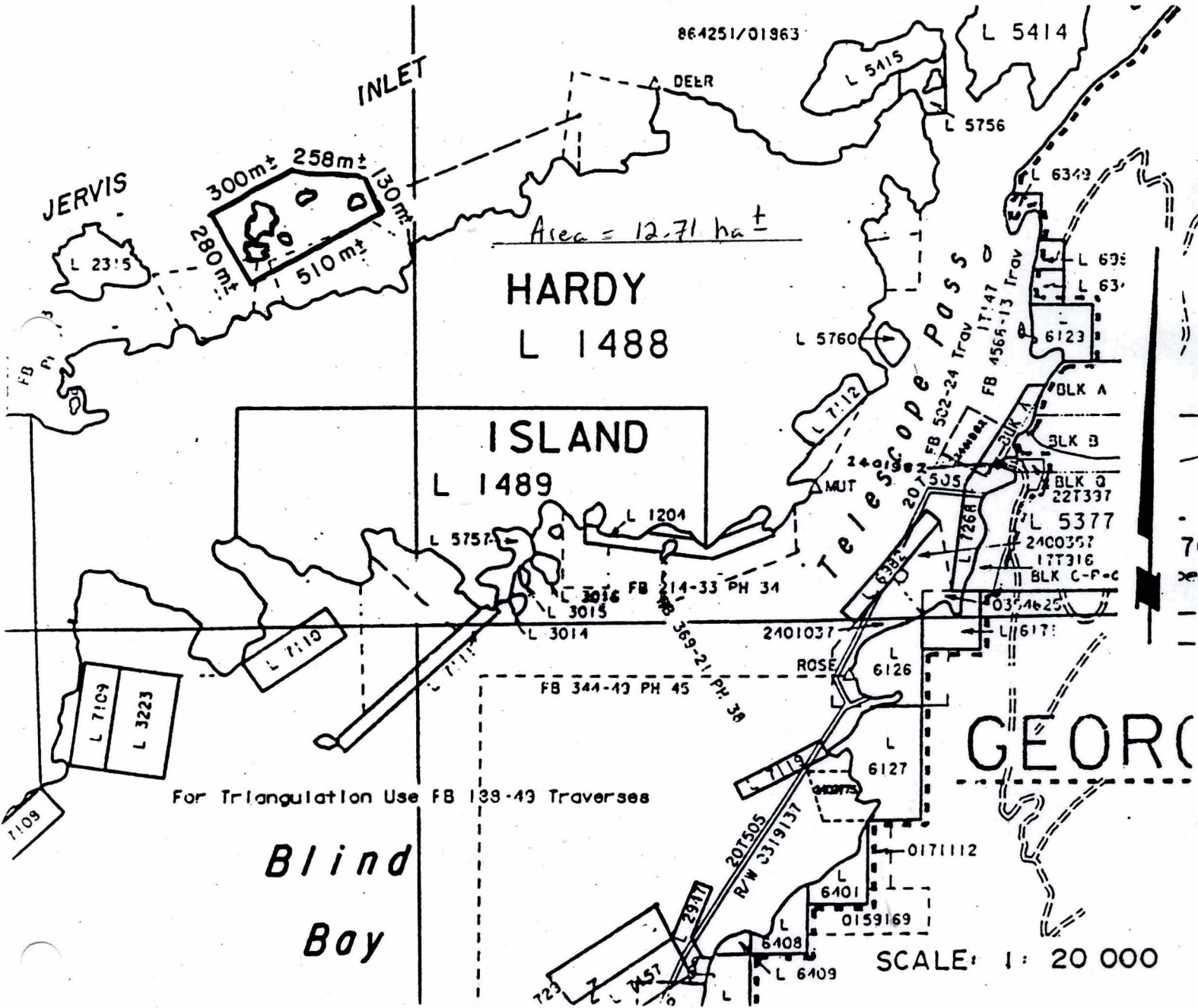
236483

File No. 2402982

1. Legal Description

Unsurveyed foreshore or land covered by water being part of the bed of Jervis Inlet, Group 1, New Westminster District, shown outlined on sketch below, containing 12.71 hectares, more or less.

2. Sketch Plan



License No.

236483

File No. 2402982

For the purpose of this License

"Development Plan" means the plan or plans developed by the Licensee on file at the office of the Owner.

1. The Licensee shall

- (a) adhere to the provisions of the Development Plan;
- (b) not modify the Land in any manner, including, without limiting the generality of the foregoing, moving, removing or displacing beach materials, except as provided for in the Development Plan, without the prior written consent of the Owner;
- (c) not anchor, secure, place or deposit any improvements of any kind on the Land, including, without limiting the generality of the foregoing, any buildings, structures, facilities, netting, equipment or materials, except as provided for in the Development Plan, without the prior written consent of the Owner;
- (d) not drive piles on the Land without the prior written consent of the Owner.

2. ADDITIONAL PROVISOS

(a)

The Licensee covenants and agrees

- (1) to obtain an aquaculture license from the Ministry of Agriculture, Fisheries and Food, prior to the commencement of any aquaculture operations;
- (2) to obtain a permit under the Navigable Waters Protection Act;
- (3) to consult with the Department of Fisheries and Oceans prior to the commencement of any aquaculture operations on the Land;
- (4) to dispose of all shellfish waste in compliance with the Waste Management Act;
- (5) to permit the free and unrestricted harvesting of wild shellfish by the general public in the intertidal portion of the license area;
- (6) to permit the free right of the general public to access the intertidal portion of the license area in accordance with the areas shown in the approved Shellfish Development Plan;
- (7) to adhere to the terms and conditions outlined in the letter from Environment Canada dated November 26, 1996, attached

hereto as Schedule "A";

- (8) to provide an updated Shellfish Development Plan to the Owner one year prior to the fifth anniversary of the Commencement Date;
- (9) to abide by the Heritage Conservation Act.



SCHEDULE "A"

Pacific and Yukon Region
Environmental Assessment
224 West Esplanade
North Vancouver, B.C. V7M 3H7

Our File: 2-4253-4

November 26, 1996

Alec Drysdale
Lands Officer
Ministry of Environment, Lands and Parks
401 - 4603 Kingsway
Burnaby, B.C. V5H 4M4

MINISTRE DE L'ENVIRONNEMENT
LANDS AND PARKS
DEC 05 1996
#401-4603
BURNABY, B.C. V5H 4M4

Dear Alec:

Re: Public Offering for Shellfish Licenses in Lower Mainland Region of BC Lands

Reference is made to your letter dated October 11, 1996 regarding the above matter. Your referral requested input with respect to the following file numbers:

Lands Files #	0276507	0353831	2400455
	2401263	2401547	2401575
	2401911	2402003	2402464
	2402982	2403052	2403064
	2403261	2406026	

These referrals have been reviewed by Environment Canada staff having responsibility for the management of shellfish growing waters. In connection with this Department's responsibilities relating to shellfish growing waters, please find attached the comments of our technical staff. Please note that, while Environment Canada has no objection to the issuance of tenures for any of the subject areas, a number of the areas have not been certified, or have not been certified within the previous three years. As such, prospective tenants should be advised that the status of these waters could change pending the results to future surveys. File numbers in this category are, 2401911, 2403261, 0353831, 2401547, 2403052, 2406026, and 2402464.

The other sites presently meet applicable shellfish growing water criteria. Environment Canada recommends that the following general environmental conditions be attached to any tenures which may be issued in connection with any of these shellfish growing areas.

Canada



1. The Canadian Wildlife Service advises that the operations may attract birds which prey on small fish or shellfish. If a predation problem develops, the crop should be protected by methods other than destruction of the birds (e.g., no shooting and the mesh of any predator nets should be of such a size and type that predatory birds will not become entangled and drown).
2. Care should be taken to ensure that sewage disposal is adequate to prevent contamination of the marine environment, especially during high rainfall periods which can have an adverse effect on the performance of sewage disposal systems. Land disposal of sewage is the preferred option, examples of this being pit privy, chemical/ incinerator toilets, holding tanks or septic tank and tile field located well away from the foreshore.
3. Environment Canada opposes the discharge of human waste from floating operations such as logging and fishing camps and fish farm operations. Under the **Fisheries Act, Management of Contaminated Fisheries Regulations**, the harvesting of bivalve molluscs, (oysters, clams, mussels) is prohibited within 125 metres of any wharf, dock, platform or other structure used for vessel moorage, or any permanently anchored floating structure, including float homes, barges, platforms and vessels.
4. The use of organotin (or tributyltin) anti-foulant paints on salmon farm nets poses a considerable threat to marine life, particularly oysters, due to the occurrence of toxic effects at extremely low concentrations. Present federal legislation prohibits the use of tributyltin based anti-foulants for use in aquaculture operations. Should you have any questions regarding the use of anti-foulant paints please contact Ms. Chris Garrett, at Environmental Protection, 4th Floor - 224 West Esplanade, North Vancouver, B.C. V7M 3H7. (Ph: 666-3332).
5. Any timber preservatives used are to be applied in the dry for a sufficient time prior to installation of treated timbers to allow complete absorption of preservative and prevent leaching into the water. A minimum of 45 days is generally required to satisfy this criterion.
6. No dredging or filling of the foreshore is to be involved.
7. The facility shall be designed and located so as to preclude tidal grounding of any floating component on the foreshore.
8. Any fuel stored or used on the site is to be contained and transferred as required in a manner that minimizes the risk of accidental spillage of fuel into the aquatic environment and appropriate clean-up materials are to be kept on hand to allow clean-up of any spillage which may occur.



9. All Department of Fisheries and Oceans concerns are to be fully addressed.

I trust that the above is sufficient for your present needs. As requested on your Land referral form, we are copying this advice directly to the proponent for information purposes.

Thank you for your continued cooperation.

Yours sincerely,



Adrian C. Duncan
Coordinator, Referral and Liaison
Telephone (604) 666-0670

attachment





*Land and Water
British Columbia Inc.*

A corporation of the government of British Columbia

DEC 4 - 2002

File: 2402982

B.C. Pacific Oysters Limited
1525 29th Avenue West
Vancouver, BC V6J 2Z1

ATTENTION: Dan McDermid

Dear Dan McDermid:

Enclosed is Licence No. 236483 covering unsurveyed foreshore or land covered by water being part of the bed of Jervis Inlet, Group 1, New Westminster District, containing 12.71 hectares more or less endorsed with the assignment dated November 15, 2002.

From: Dan McDermid and Jim Hurford

To: B.C. Pacific Oysters Limited
of 1525 29th Avenue West
Vancouver, BC V6J 2Z1

A copy of the assumption agreement has been inserted in your document.

Please do not hesitate to call me at (250) 741-5671, if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "Jas Johal".

Jas Johal
Portfolio Administrator

Enclosure

pc: Crown Land Registry, Victoria
Ministry of Agriculture, Food and Fisheries, Courtenay, Kathy Evans
BC Assessment Authority, North Shore, Squamish Valley

Vancouver Island Service Centre: 501 - 345 Wallace Street Nanaimo BC V9R 5B6

Tel (250) 741-5650 Fax (250) 741-5686

Website: www.lwbc.bc.ca





BRITISH
COLUMBIA

Ministry of Agriculture and Lands

AQUACULTURE LICENCE

This certifies that **B.C. Pacific Oysters Ltd.** of **Vancouver**, **British Columbia** having made an application and paid the prescribed fee, is licensed pursuant to Sections 13(5) and 14(2) of the Fisheries Act (R.S.B.C.) to operate at the location described herein for the purpose of the commercial culture of the species indicated below. This licence is subject to the terms printed on the reverse, and the Development or Management Plan(s) filed with and approved by the Ministry of Agriculture and Lands. This licence is also subject to any attached additional terms and conditions.

REFERENCE LOCATION AND LEGAL DESCRIPTION

000756 Hardy Island, Jervis Inlet
UF Group 1
New Westminster District

PLAN : SF-MW-CL SPECIES: Geoduck Clam
BIO RECOMMEND : 2004-MAR-24 Panope abrupta

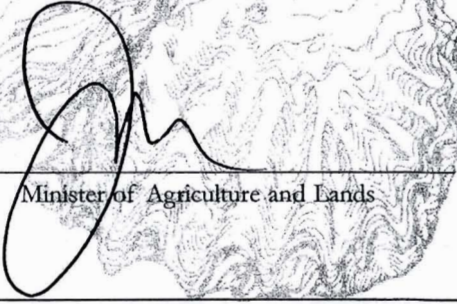
Western Blue Mussel
Mytilus trossulus

Eastern Blue Mussel
Mytilus edulis edulis

Gallo Mussel
Mytilus galloprovincialis

Effective date: January 17, 2007

Expiry date: January 16, 2008

Per 
Minister of Agriculture and Lands

ADDITIONAL TERMS AND CONDITIONS

The following term & condition is in addition to the general terms of

Aquaculture Licence # 000756

issued to: **B.C. Pacific Oysters Ltd.**

The holder of this shellfish licence shall:

- a) Confine all operations to within the boundaries of the licensed area.
- b) Not place any improvements or carry out any activity on the licensed area that impacts the riparian rights of a private upland owner without first obtaining that upland owner's permission to do so.
- c) Provide reasonable public access around and through the licensed area.
- d) Seek and obtain all required additional authorizations before any foreshore modification, fill (i.e. addition of sand or gravel), or dredging is undertaken.
Maintain the farm site and infrastructure in a clean, safe and orderly state.
Ensure that vehicle and vessel usage does not unduly damage marine vegetation, animals or their habitat.
- g) Restrict noise and light levels to those required to conduct culture and harvesting activities.
- h) Use sound suppression devices on machinery and ensure that these devices are well maintained.
- i) Employ operational practices that minimize farm odors.
- j) Ensure that released bio-fouling does not accumulate and impact the seabed.
- k) Not undertake destructive predator control without authorization from Fisheries and Oceans Canada.

With respect to subtidal geoduck aquaculture, the licence holder or a person acting on behalf of the licence holder:

- a) Must, upon receiving this licence and prior to any harvest or seeding at the site, mark the boundaries of the licensed area with 25 lb cement blocks spaced every 50 meters and bounded by sinking ground line. Boundary marking must be maintained and visible at all times.
- b) Must not begin seeding the licensed area for the first time, until authorization has been obtained in writing by the Ministry of Agriculture and Lands (MAL). Authorization to begin seeding will not be granted by MAL until:
 - a. after a non-profit or co-management organization approved by

- Fisheries and Oceans Canada (DFO) has been afforded an opportunity to conduct a pre-seeding fishery. If a pre-seeding fishery is undertaken, the duration of the fishery shall be determined by MAL in consultation with DFO, and
- b. after tissue samples from 100 individual geoducks have been collected from wild stocks within the licensed area.
 - c) Must, before harvesting geoduck from the site for the first time, submit and receive approval in writing for a harvest plan acceptable to MAL in consultation with DFO. Upon approval of the harvest plan MAL (or its designate) will provide the licensee with a GEODUCK AQUACULTURE HARVEST NOTIFICATION, GEODUCK TAG INVENTORY RECORD, GEODUCK AQUACULTURE LANDING LOGBOOK and SERIAL NUMBERED TAGS.
 - d) Notify MAL and DFO 72 hours prior to any geoduck harvest. A completed GEODUCK AQUACULTURE HARVEST NOTIFICATION is to be used for this purpose. All contacts identified on the notification form are to receive a facsimile or electronic mail copy of the notification. Licensees must submit an amended Notification if their harvest plans change.
 - e) Attach a completed SERIAL NUMBERED TAG to each container of harvested geoducks on the vessel or beach where harvested, prior to movement off the licensed area. SERIAL NUMBERED TAGS are to be obtained in advance of harvest from MAL (or its designate). The tags are to be visible and remain in the containers of harvested geoducks until delivered to a registered shellfish processing plant. Disposition of tag numbers must be recorded on a GEODUCK TAG INVENTORY RECORD. GEODUCK TAG INVENTORY RECORDS must be kept up to date and are to be made available for inspection by Fisheries Inspectors upon request. Lost or stolen tags are to be reported to MAL immediately.
 - f) Complete an approved GEODUCK AQUACULTURE LANDING LOGBOOK form for each shipment landed. A copy of the completed landing log must accompany each shipment of harvested geoducks from the vessel or beach landing site, to the processing plant. Licensees are responsible for ensuring a scale, legal for trade, is used to obtain accurate weights of geoducks landed. A copy of each day's Landing Logbook form(s) must be faxed to the Fisheries Statistics Unit in Victoria within 24 hours of product landing. Hardcopies of Landing Logbook forms are to be submitted to the Fisheries Statistics Unit quarterly as per Logbook instructions.
 - g) All information contained on Serial Numbered Tags, the Geoduck Tag Inventory Record, or the Geoduck Aquaculture Landing Logbook may be shared with DFO and used for enforcement purposes.



The Best Place on Earth

BONA FIDE AQUACULTURIST CERTIFICATE

Certificate Number: 006894

THIS IS TO CERTIFY THAT B.C. Pacific Oysters Ltd. is a Bona Fide Aquaculturist as described in Section 2.37 of the Social Service Tax Act Regulations, B.C. Reg. 84/58.

"(2) For the purpose of Section 4 (1) (c.1) of the Act, "bona fide aquaculturist" means a person carrying on an aquaculture business who has

(a) an aquaculture licence issued under Section 13 (4.1) of the Fisheries Act, and

(b) a certificate valid for 12 months from its effective date issued by Ministry of Agriculture and Lands, certifying that the person

(i) during the immediately preceding calendar year produced primary aquaculture products with a gross market value of production at the producer's place of production of not less than \$7,500; or

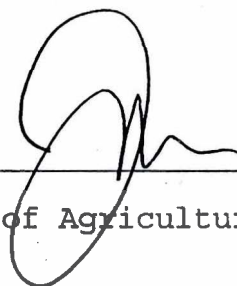
(ii) is adhering to a development or management plan approved by the Ministry of Agriculture and Lands containing

(A) a description of the type of primary aquaculture production that will occur, and

(B) an estimate that the gross market value of primary aquaculture production at the producer's place of production is expected by that person to exceed \$7,500 in the calendar year of the approval of the development or management plan or in one of the 4 calendar years following that approval.

Effective Date: February 03, 2007

Expiry Date: February 02, 2008


_____ per
Ministry of Agriculture and Lands