May 28, 2018

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act FLR/54/2018

On April 13, 2018, the Department of Fisheries and Land Resources (FLR) received your request for access to the following records:

"Seeking copy of the current lease agreement between the Government of Newfoundland & Labrador and Barry Group Inc for the fish plant in St. Alban's, NL"

Please be advised that a decision has been made by the Deputy Minister for FLR, to provide full access to the requested information. The responsive material is attached.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that this letter will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement’s website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.
If you have any further questions, please contact me by telephone at 709-729-4797 or by email at JasonWhiteway@gov.nl.ca

Sincerely,

[Signature]

Jason Whiteway
ATIPP Coordinator

Right of access

8. (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of a public body, including a record containing personal information about the applicant.

   (2) The right of access to a record does not extend to information excepted from disclosure under this Act, but if it is reasonable to sever that information from the record, an applicant has a right of access to the remainder of the record.

   (3) The right of access to a record may be subject to the payment, under section 25, of the costs of reproduction, shipping and locating a record.

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

   (2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

      (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

      (b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

   (3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

   (4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

   (5) The commissioner may allow a longer time period for the filing of a complaint under this section.

   (6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.
(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to
   (a) a request that is disregarded under section 21;
   (b) a decision respecting an extension of time under section 23;
   (c) a variation of a procedure under section 24; or
   (d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

**Direct appeal to Trial Division by an applicant**

**52.** (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

   (2) An appeal shall be commenced under subsection (1) not later than 15 business days after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

   (b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

   (4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
NAME OF COMMUNITY: ST. ALBAN'S
NAME OF COMPANY: NATURES SEA FARMS INC.
TYPE OF FACILITY: PROCESSING FACILITY
LEASE PERIOD: APRIL 1, 2011 TO MARCH 31, 2021
TYPE OF LEASE: NEW
LEASE RATE: $5,000 per year for 10 years
ST. ALBAN'S
PROCESSING FACILITY

This lease made at St. John's in the Province of Newfoundland, Canada, this 31st day of March
Two Thousand and Eleven.

BETWEEN

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND
LABRADOR AS REPRESENTED BY THE HONOURABLE
MINISTER OF FISHERIES AND AQUACULTURE
(hereinafter referred to as the "Minister")

AND
NATURES SEA FARMS INCORPORATED
-a body corporate duly organized and existing pursuant to the laws of
Newfoundland and Labrador (hereinafter referred to as the "Lessee")

THIS AGREEMENT WITNESSES that for and in consideration of the rent reserved
and the covenants, terms and conditions to be observed and performed by the Lessee as
hereinafter contained, the Minister hereby and by these presents does lease ALL THOSE
pieces or parcels of land (hereinafter more particularly delineated and described in Schedule "A"
attached hereto) TOGETHER WITH all buildings, erections, appurtenances and
hereditaments thereto appertaining and annexed including all such machinery, equipment,
fixtures and effects and which are hereinafter collectively, unless the context otherwise provides,
referred to as the "Demised Premises" unto the Lessee for the full term of ten (10) years
commencing on the 1st day of April A.D. 2011 and ending on the 31st day of March, 2021 with
the Lessee yielding and paying unto the Minister in advance therefore the nominal sum of
$5,000.00 per year, as rental (hereinafter referred to as the "Lease Rate") for the period
commencing April 1, 2011 and ending March 31, 2021. Such Lease Rate being determined in
consideration of in excess of $1,000,000 leasehold improvements being made previous and
future planned leasehold improvements anticipated to exceed $1,500,000.

PROVIDED FURTHER that if the Lessee honours all of its covenants and obligations under
this Agreement and provided that the Lessee gives the Minister at least ninety (90) days written
notice of its intention to renew this lease for a further term prior to the expiration of the lease,
then the parties agree that the lessee shall have the right to renew this lease with terms and
conditions acceptable to both parties.
A. THE LESSEE HEREBY COVENANTS WITH THE MINISTER AS FOLLOWS:

(1) To operate the facility in a professional and business-like manner in accordance with the development proposal and operations plan submitted to the Minister for the facility and attached as Schedule “B” (which said Schedule “B” is hereby deemed and declared to be part and parcel of this Lease).

(2) At all times during the term hereby created to provide reasonable protection for the Demised Premises such protection that a prudent person would provide in a similar location and situation.

(3) To pay all current and future rates, taxes, assessments, power bills and other charges payable by law in respect of the Demised Premises as may relate to the term of this lease.

(4) (a) To maintain at all times during the currency of this lease all electrical utility and/or water utility services associated with the Demised Premises and not during the currency of this lease to cause the same to be disconnected or discontinued, except in an emergency, without otherwise having first obtained the written permission of the Minister, which shall not be unreasonably withheld.

(b) To maintain and keep in a good state of repair and appearance the Demised Premises, to CFIA and OHS standards, both interior an exterior and every part thereof including any other additions, buildings, erections, alterations, extensions, modifications, or improvements, and equipment and machinery, taking into account general usage of said items, which during the term of this Lease may have been placed within the leased Demised Premises for the use of the Lessee and with the consent of the Minister. The Lessee to leave the Demised Premises and of any addition thereof same, clean and secure in every respect on the last day of tenancy.

(c) Within 48 hour notice in writing, to permit the Minister or his agent with or without workmen at all reasonable times to enter upon and examine the condition of the Demised Premises. The Minister may serve upon the Lessee a notice in writing specifying any repairs necessary to be done under CFIA and OHS Standards to provide preventative maintenance and require the Lessee forthwith to execute the same and if the Lessee shall
not within thirty days after service of such notice proceed diligently with
the execution of such repairs then to permit the Minister to enter upon the
Demised Premises and execute such repairs and the cost thereof shall be a
debt due from the Lessee to the Minister and be forthwith recoverable by
action or the Minister may in his discretion cancel this Lease.

(d) To obtain such licences, authorizations and/or permissions if any, as may
from time to time be required for the operations of the Demised Premises
and at all times comply with those licences, authorizations and/or
permissions and any other conditions imposed by law and applicable to
the Demised Premises or to the Lessee.

(5) Not to remove or permit to be removed from the Demised Premises all or any part
of the machinery, equipment, fixtures, or effects being the property of the
Minister which now are or hereafter may be, erected, placed or put in or upon the
Demised Premises, as agreed by the parties hereto, except for the purpose of
necessary repairs or reinstatement and then only for such length of time as shall
be reasonable for such purposes.

(6) Not to keep or permit to be kept on the Demised Premises any material of a
dangerous, combustible, or explosive nature the keeping of which may contravene
any statute, regulation, order or by-law or constitute a nuisance to the occupiers of
neighbouring property.

(7) Not to carry on, or permit to be carried on therein any trade or activity other than
that which may be related to the manner of usage as described in Clause A(1)
aforementioned and in Schedule “B” attached hereto, except with the prior written
permission of the Minister, which shall not be unreasonably withheld.

(8) Except with the prior written consent of the Minister, which shall not be
unreasonably withheld, not to construct nor erect any buildings or other structures
on the Demised Premises, nor make or permit any alterations, extensions,
modifications, improvements or additions to the Demised Premises; not to cut,
main or injure, any of the walls or timbers thereof. To submit to the Minister for
his approval, which shall not be unreasonably withheld, all applicable plans,
specifications and construction details of any buildings, erections, alterations,
extensions, modifications, improvements or additions which the Lessee proposes
to make in or to the Demised Premises.
(9) To pay all costs associated with the upgrading of electrical, mechanical, or other existing systems or in any manner relating to the approved alterations, extensions, modifications, improvements or additions to the Demised Premises referred to in Clause A(8) hereof.

(10) Where approved alterations, extensions, modifications, improvements or additions are carried out to Demised Premises under Clause A(8) hereof, the Lessee shall permit the Minister or his agent with or without workmen at all reasonable times to enter upon the Demised Premises to inspect the progress of the alterations, extensions, modifications, improvements or additions being carried out at the Demised Premises. If the Minister finds the work being carried out with respect to these matters to be deficient, or substandard and to deviate from the approval that was given under Clause A(8) hereof, then the Minister or his agent may serve upon the Lessee a notice in writing specifying the necessary corrective work to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then the Lessee shall permit the Minister to enter upon the Demised Premises and execute such repairs and the cost thereof shall be a debt due from the Lessee to the Minister and be forthwith recoverable by action or the Minister may at his discretion terminate this Lease.

(11) Where the Lessee is a body corporate, not to permit a change in the ownership or control of the said body corporate without the prior written consent of the Minister, which consent the Minister may in his sole discretion decide to withhold.

(12) To compensate the Minister for damage to the Demised Premises caused by or resulting from negligence of the Lessee, its licensees, invitees, servants or agents.

(13) The Lessee shall indemnify the Minister against any and all manner of claims, damages, losses, costs or charges whatsoever occasioned to, suffered by or imposed upon the Minister directly or indirectly in respect of any matter or in connection with or arising out of the occupancy or use of the Demised Premises by the Lessee or out of any operations in connection with the occupancy or use of the same by the Lessee or in respect of any accident, damage or injury to a third party from or on account of the same provided that such claims, damages, losses, costs, or charges are a result of the negligence of the Lessee, its licensees, invitees, servants or agents.
(14) (a) To maintain sufficient insurance in form, content and amount acceptable to the Minister or his designate for such purposes, the Insurance Division of Treasury Board, Government of Newfoundland and Labrador, in connection with any liability or peril which may arise from the Lessee’s use and/or occupation of the Demised Premises, including:

1. A Commercial General Liability Insurance Policy with a minimum limit of $2.0 million, that contains a Cross Liability Clause and shows the Minister as an additional insured;

2. an all Risk Property Insurance Policy to insure the Ministers property with replacement value mutually accepted by both parties naming the Minister as loss payable as his/her interest may appear;

3. and to ensure that any policy or policies of insurance put in place pursuant to this Lease contain(s) a clause providing at least sixty (60) days notice of cancellation of same to the Minister or his designate, and to provide copies of each such policy or policies to the Minister or his said designate.

(b) The Lessee shall be solely responsible for insuring any contents or leasehold improvements owned by or placed in or upon the Demised Premises by the Lessee, its servants, agents, licensees or invitees.

(15) To observe and comply with all Federal, Provincial, and Municipal laws and regulations as they may pertain and be applicable in respect of the use, occupation and operations of the Demised Premises.

(16) Not to assign nor in any way to encumber, mortgage or otherwise charge the unexpired term of this lease except with the prior written consent of the Minister, which consent the Minister may, in his absolute discretion, withhold.
B. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(1) If:

(a) any rent hereby reserved shall remain unpaid after becoming payable and lawfully demanded within 30 days written notice of same, or

(b) the covenants on the Lessee's part herein contained or any one of them shall not be performed or observed, or

(c) the Lessee shall become bankrupt or insolvent or make any assignment for the benefit of its creditors or enter into an agreement with its creditors or make any arrangement with its creditors for the liquidation of its debts by composition or otherwise or commit any other act of bankruptcy or insolvency;

then the Minister may at any time thereafter re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Lease shall be terminated but without prejudice to any right of action of the Minister in respect of any antecedent breach of the Lessee's covenants herein contained.

(2) Notwithstanding Clause B(1) herein this Lease may be terminated at any time five years after signing of lease hereof:

(a) by either party providing a one year notice without cause or consideration incurred by either party

(3) The Lessee shall have no recourse nor action in law against the Minister for any loss to the Lessee (however arising) should the Minister's title to the Demised Premises or any part of same be found to be defective, or should this lease prove ineffectual by reason of such defect in title.

(4) The Lessee has inspected the Demised Premises prior to the execution of this lease and found same to be in satisfactory condition and suitable for its lawful purposes under this lease in every respect and agrees;

(a) not to make any claim and to save the Minister harmless from any claim that said Demised Premises were not fit for the Lessee's purposes under this lease; and
(b) that as of the date of taking possession of the Demised Premises the
Demised Premises were in a good state of repair and maintenance and that
no further repairs and maintenance were needed by the Minister as of that
date; and

(5) Any notice given under this Lease shall be in writing and shall be deemed to be
sufficiently served five (5) days after being sent by registered mail to the
following address as required:

<table>
<thead>
<tr>
<th>The Minister</th>
<th>Natures Sea Farms Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Fisheries &amp;</td>
<td>415 Griffin Drive</td>
</tr>
<tr>
<td>Aquaculture</td>
<td>Corner Brook, NL</td>
</tr>
<tr>
<td>P.O. Box 8700</td>
<td>A2H 6K3</td>
</tr>
<tr>
<td>St. John's, NF</td>
<td>Attn: Robert Barry</td>
</tr>
<tr>
<td>A1B 4J6</td>
<td></td>
</tr>
</tbody>
</table>

(6) If the Minister should terminate the Lease, or at the termination of the Lease,

1. provided that none of the events enumerated in Section B (1) have occurred and
   the Lessee has observed and performed all its obligations pursuant to the terms
   hereof, whether or not written notice thereof has been delivered to the Lessee by
   the Minister, then the Minister may, at his sole discretion, reimburse the Lessee
   for structures, improvements, alterations, extensions, modifications, or additions
   made to the Demised Premises by the Lessee during the initial or extended term
   hereof with the written approval of the Minister on the following criteria:

   (a) The actual cost, less depreciation accrued on 10% per annum straight line,
       upon production of authentic receipts satisfactory to the Minister and less any
       amount required to put the structures, improvements, alterations, extension
       modifications, or additions concerned into good working order.

2. The lessee is permitted to remove any equipment required for processing of fish
   whether attached or not and Lessee is responsible for any damage caused by the
   removal of any equipment

(7) (a) The Minister shall be at liberty at any point commencing five years after
   signing of the lease to advertise the Demised Premises for sale and/or to
   call for proposals for the sale of the Demised Premises to third parties
   and/or to enter into negotiations with third parties for the sale of the
   Demised Premises.

   (b) In the event that the Minister exercises his rights under paragraph 7(a)
   above and as a result, a bona fide or other offer acceptable to the Minister
   is received, then the Minister shall communicate the terms of such offer to
   the Lessee and the Lessee shall have thirty (30) days in which to advise