

This experimental licence made in duplicate this ^{27th} ~~24th~~ day of ^{September} ~~August~~ ^{RC}, 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 -

SEARISE FISHERIES LIMITED

45 Hill Road
West Chezzetcook, NS
B0T 1N0

hereinafter referred to as "**the Licencee**"

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 grant special experimental licences;

AND WHEREAS Aquaculture Licence No. 5001 was first issued to the Licencee for a term of one year from August 2, 2021 to August 1, 2022;

AND WHEREAS Aquaculture Licence No. 5001 was renewed for a one-year term, from August 2, 2022 to August 1, 2023;

AND WHEREAS under the Regulations, a special experimental licence may be renewed annually for up to 5 years;

AND WHEREAS the Licencee wishes to renew Aquaculture Licence No. 5001 for a third one-year term;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The Administrator hereby grants to the Licencee a special experimental licence to use a 14.24 hectare area located in the body of waters known as Three Fathom Harbour, Halifax County, more particularly described in Schedule "A" attached to and forming part of this Agreement (that area, the "site") for the bottom cultivation with gear method of Soft-shell clam (*Mya Arenaria*).
2. The term of this licence shall be for one year from August 2, 2023 to August 1, 2024 with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Licencee shall pay to the Minister of Finance an annual fee as set out in the Regulations. The annual payment must be received by the anniversary date of the licence. Late payments are subject to a fee as set out in the Regulations.
4. The undertakings set out in Schedule "B" to this licence (the "undertakings"), form part of this licence, and the Licencee 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 Licencee is responsible for confirming any undertakings and ensuring compliance with them.

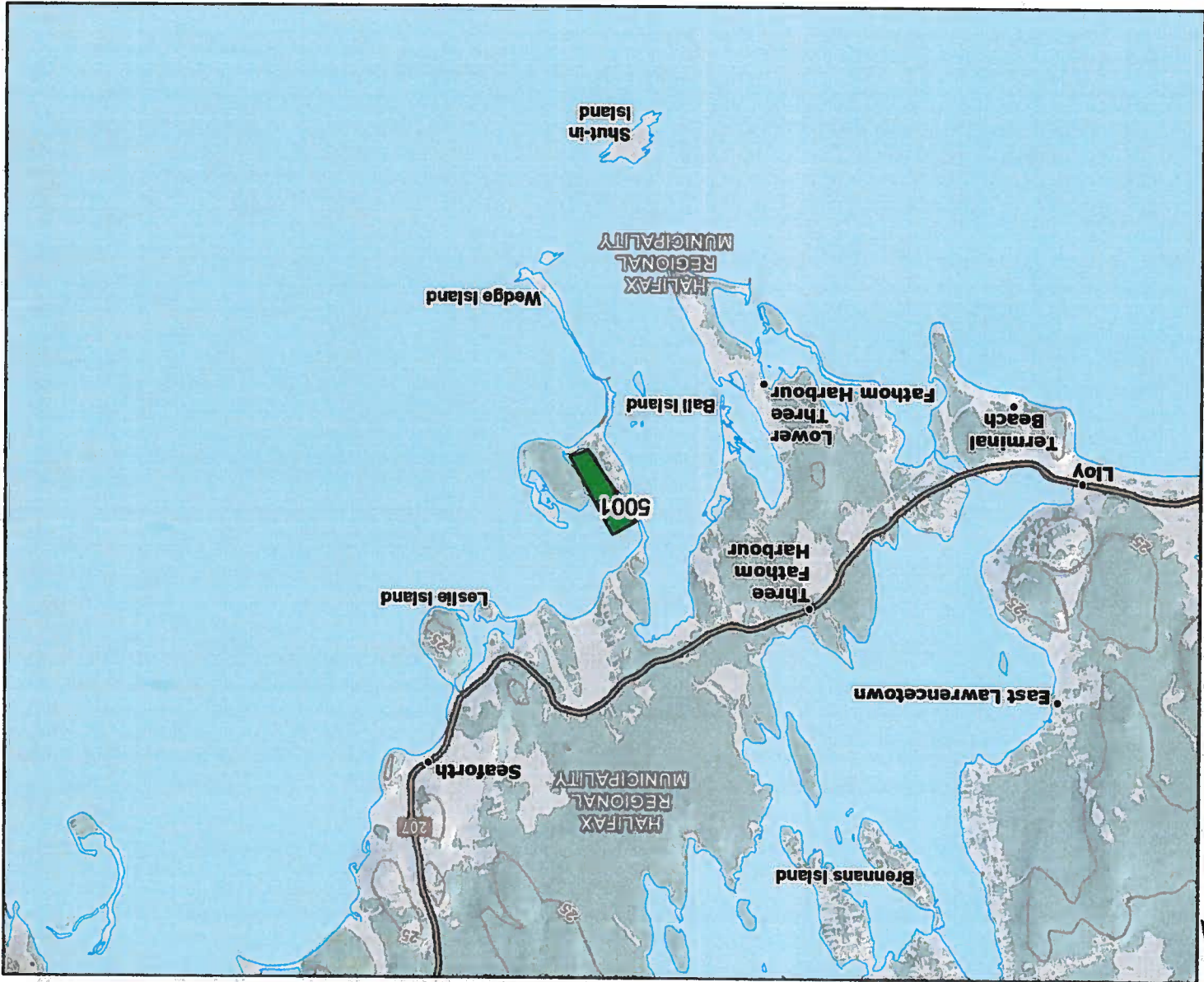
5. The Research Agreement set out in Schedule "C" to this licence forms part of this licence, and the Licencee hereby agrees to comply with and use this licence only for the research purposes contained in the Research Agreement.
6. The Licencee shall submit an interim report to the Administrator no later than 2 months prior to the end of the term of this licence. The interim report shall contain a summary of the Reporting Requirements listed in the Research Agreement set out in Schedule "C".
7. The Licencee shall allow access to the site by the general public for recreational activities. The general public is not permitted to carry out Soft-shell clam (*Mya arenaria*) harvest, enhancement, or husbandry activities at the site.
8. 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.
9. This licence must not be assigned. If the Licencee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment.
10. 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 His Majesty the King in right of the Province of Nova Scotia ("His Majesty") to claim for damages.
11. 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.
12. This licence does not include any rights as to minerals in or on the site.
13. 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.
14. Following the completion of a performance review, in accordance with the Regulations, of the aquacultural 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.
15. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
16. 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.
17. 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.
18. 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 His Majesty, for which His Majesty shall have a first priority charge on the aquacultural produce within the site.
19. 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

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 Date: 2022-08-23
 Created By: MK



Experimental Renewal Application
 Issued Experimental
 Other Issued Lease

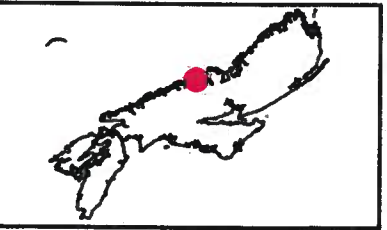
License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Searise Fisheries Ltd.	Halifax	East Three Fathom Harbour	14.24	Shellfish	Bottom	4236



The above coordinates are not from a legal survey
 DATUM NAD 83 CSRS UTM Zone 20

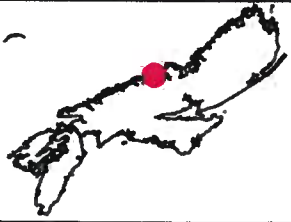
Corner	Latitude	Longitude
1	44° 38' 51.720" -03° 16' 45.780"	
2	44° 38' 55.260" -03° 16' 36.960"	
3	44° 38' 34.140" -03° 16' 20.520"	
4	44° 38' 32.160" -03° 16' 27.600"	
Centre	44° 38' 43.396" -03° 16' 32.924"	

5001
 Aquaculture Site



SCHEDULE A

SCHEDULE A

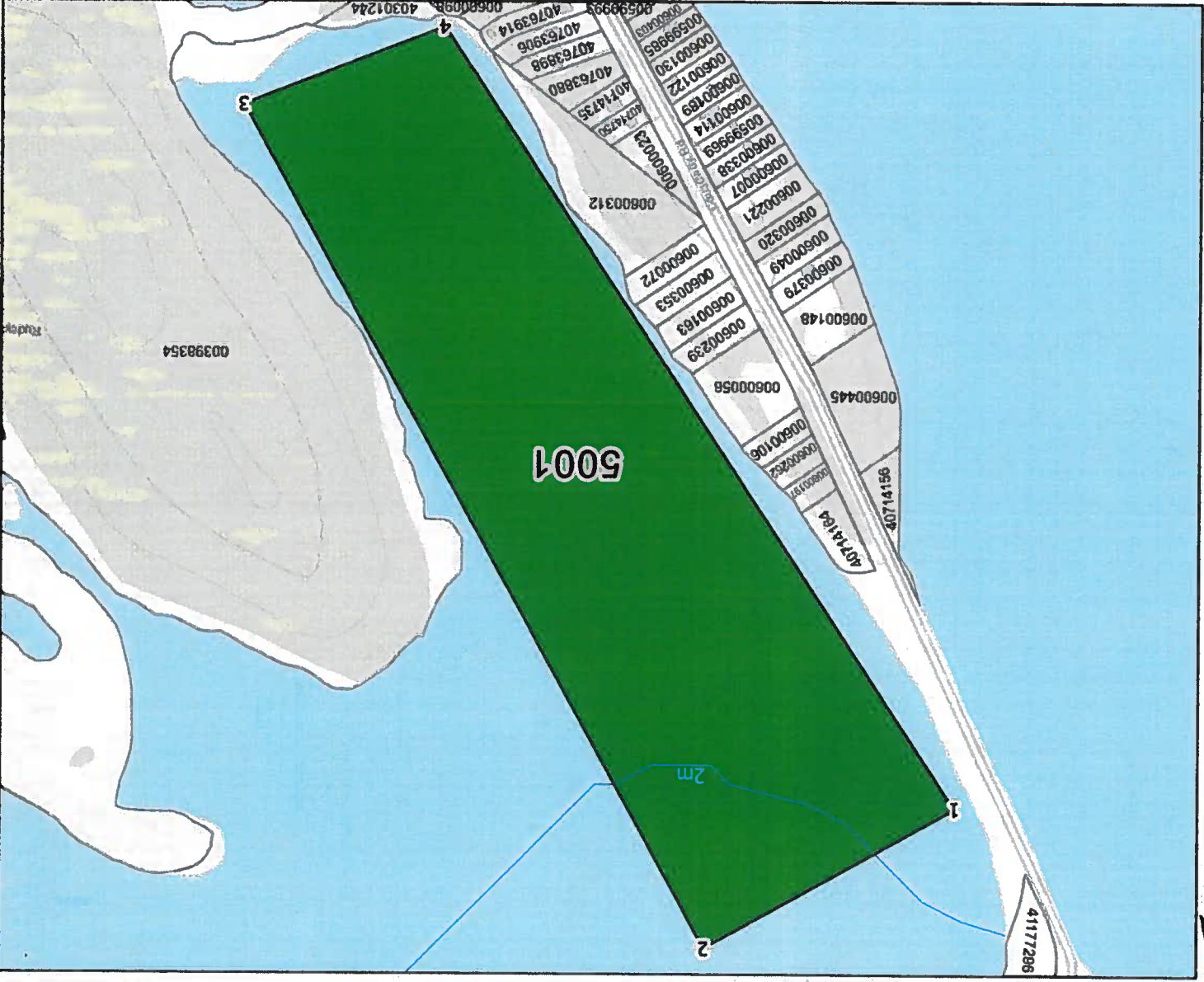


Aquaculture Site 5001

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- Experimental Renewal Application
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Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to the following:

1. No product will be harvested and sold for human consumption, unless all Provincial, Federal and Municipal permits are in place.
2. The Licencee shall not cross any other person's private real property in order to access the site, without the express written permission of the real property owner.
3. Prior to conducting any aquaculture activities, the Licencee will conduct a baseline assessment as outlined in the document titled "Baseline Sampling and Soft-shell clam Survey Plan for Searise Fisheries Ltd."
4. Prior to conducting any aquaculture activities, the Licencee will develop, and receive the Department of Fisheries and Aquaculture's approval of, a Wildlife Monitoring Plan to avoid and monitor the potential negative effects of the aquacultural operation on migratory birds, prior to conducting any aquaculture activities. This Wildlife Monitoring Plan, following the Department of Fisheries and Aquaculture's approval, will be incorporated into the Licencee's Farm Management Plan.
5. Undersized Soft-shell clams will not be harvested and/or removed from open clam fishing areas, unless through approvals from the Department of Fisheries and Oceans Canada (DFO). Proof of approval will be provided to the Province before such activity starts.
6. If the Licencee wishes to collect spat outside of the site, a spat collection permit will be obtained from the DFO.
7. The Licencee may source juvenile Soft-shell clams within the site.
8. The Licencee may transport juvenile Soft-shell clams (i.e., spat collected on mats, or harvested seed/undersized Soft-shell clams) within the site.
9. The Licencee shall not remove Soft-shell clams from the site. All handling of Soft-shell clams shall occur within the site.
10. The Licencee shall not erect snow fencing around (in whole or part) or within the site.
11. With the exception of miners moss mats, no additional infrastructure will be placed within the site without an approved administrative amendment application to the Department.

Schedule "C"

Research Agreement

Research Objectives and Activities

The purpose of this Special Experimental Licence is to assess the technical and biological feasibility of an aquaculture site and to determine its potential for commercial development, in an effort to support the sustainable expansion of Soft-shell clam aquaculture in Nova Scotia.

In particular, further to this licence, the Licencee will be involved in the following research activities:

1. Deployment of miners moss mats within the site for benthic spat collection of Soft-shell clams, except in areas with a population of Eel grass (*Zostera marina*) and evaluate their performance.
2. Portions of the site, except in areas with a population of Eel grass (*Zostera marina*), will be seeded with Soft-shell clams and monitored for growth rate and mortality rate.
3. Assessing the site and the environmental conditions for its potential to sustain and grow Soft-shell clams at a commercial level.
4. Assessing the site for its potential to provide economic prosperity.
5. Assessing the sustainability of the operation and overall production outcomes.

Reporting Requirements

The Licencee will be collecting the following information during the tenure of the licence which will be provided in a report to the Administrator:

- Activities that occur on site will be documented (e.g., date, time, location, size of area), including the placement of spat collection mats and areas of sediment that have been turned over and/or reseeded;
- Soft-shell clam growth rate and survival rate, categorized by areas being reseeded, areas where sediment is turned over and control areas where no active work is conducted;
- Soft-shell clam recruitment rate on benthic spat collection mats; and
- Evaluate any interactions of the aquacultural operation with local wildlife, including shorebirds, birds of prey, and nuisance animals, as well as the tolerance of any gear to tidal action, ice scour and major storms, if applicable.