

This special experimental licence made in duplicate this 5<sup>th</sup> day of April, 2022.

**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 -

**BEAR RIVER FIRST NATION**, a band within the meaning of the *Indian Act*, c. I-5 (as amended), as represented by Chief Carol Dee Potter

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 aquaculture licences;

**AND WHEREAS** pursuant to the Act, Aquaculture Licence No. 5003 was first issued for a term of one year from March 10, 2020 to March 10, 2021;

**AND WHEREAS** pursuant to the Act, Aquaculture Licence No. 5003 was renewed for a second term of one year from March 10, 2021 to March 9, 2022;

**AND WHEREAS** the Licencee wishes to renew Aquaculture Licence No. 5003 for a third 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 30.68 hectare area located in the body of waters known as Annapolis Basin, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the suspended cultivation of American oyster (*Crassostrea virginica*).
2. The term of this licence shall be for one year from March 10, 2022 to March 9, 2023 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 and Treasury Board 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 Agreement, 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 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.

6. The Licencee must use licence only for the research purposes set out in Schedule "C" attached to and forming part of this licence.
7. 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.
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 ("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. 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.
11. The Licencee is hereby prohibited from using the site in any way that would interfere with other licensed aquaculture operations.
12. 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 licensed facilities, the Administrator may revoke this licence without compensation.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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 lease for the same site.
18. Any notices required to be given under this licence may be sent by regular mail to a party at the following address:

For the Administrator  
Aquaculture Administrator  
Nova Scotia Department of Fisheries and Aquaculture  
1575 Lake Road, Shelburne, NS B0T 1W0  
Fax: (902) 875-7429

Email: [Aqua.Admin@novascotia.ca](mailto:Aqua.Admin@novascotia.ca)

For the Lessee

**Chief Carol Dee Potter**  
Bear River First Nation  
PO Box 210  
Bear River, NS B0S 1B0

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.

19. 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 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.
20. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
21. 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,  
) Administrator, Nova Scotia Department of  
) Fisheries and Aquaculture  
)  
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)

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Witness

[Redacted signature]

) Administrator - Nova Scotia Department  
) of Fisheries and Aquaculture  
)  
)



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Witness

) **BEAR RIVER FIRST NATION**  
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) Chief Carol Dee Potter



# SCHEDULE A

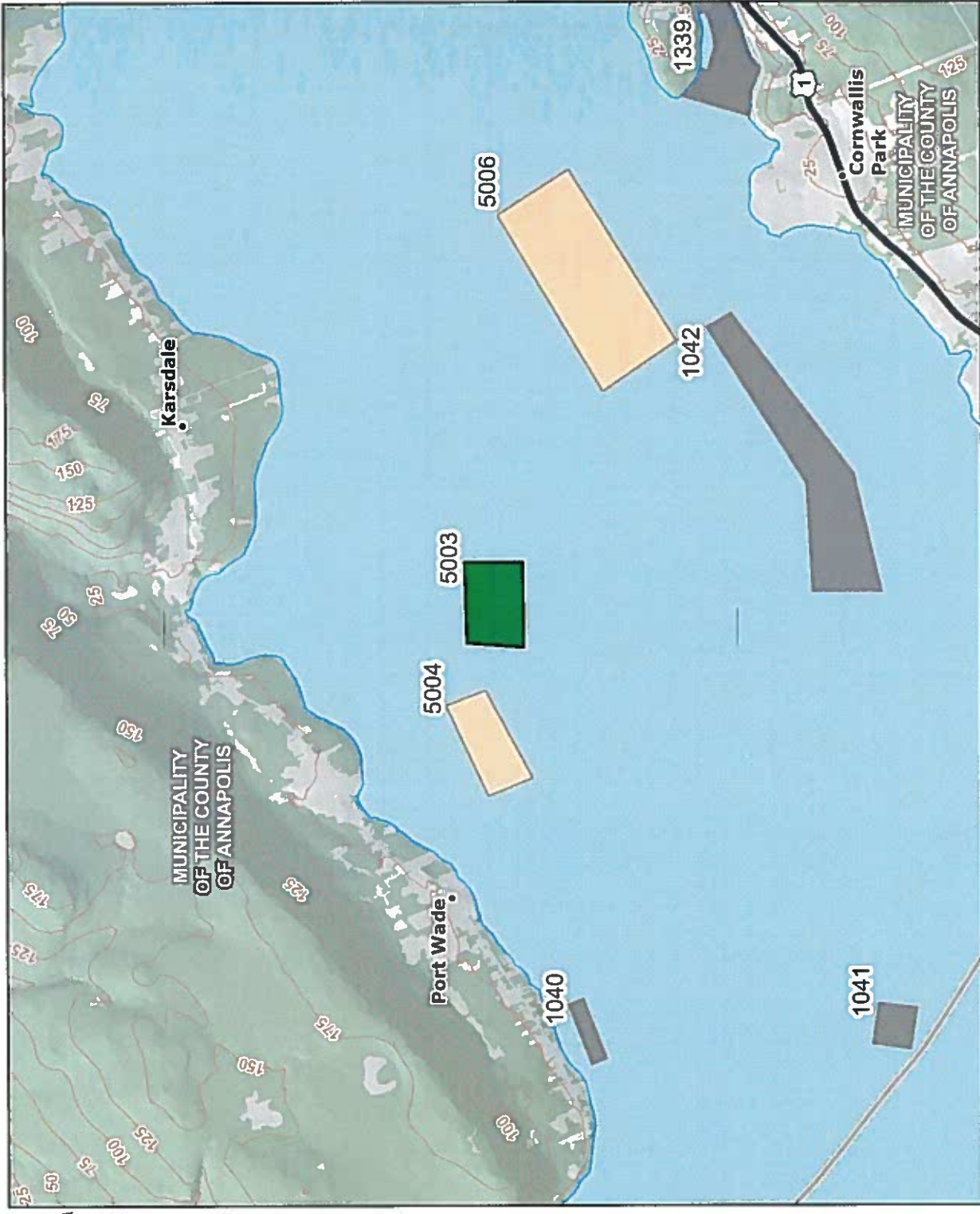


## Aquaculture Site

### 5003

Corner	Latitude	Longitude
1	44° 40' 42.541"	-65° 40' 51.546"
2	44° 40' 43.805"	-65° 40' 21.033"
3	44° 40' 28.095"	-65° 40' 20.154"
4	44° 40' 27.177"	-65° 40' 52.511"
Centre	44° 40' 34.585"	-65° 40' 36.275"

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
Bear River First Nation	Annapolis	Annapolis Basin	33.21	Shellfish	Suspended Culture	4396
Renewal Application	Proposed Commerical Lease	Other Issued Commerical Lease	0	0.5	1	2
Other Issued Commerical Lease	Other Issued Experimental Lease					



**Disclaimer**  
This map should not be used for navigation or legal purposes. It is intended for general reference use only.  
Date: 2021-03-02  
Created By: MK

# SCHEDULE A

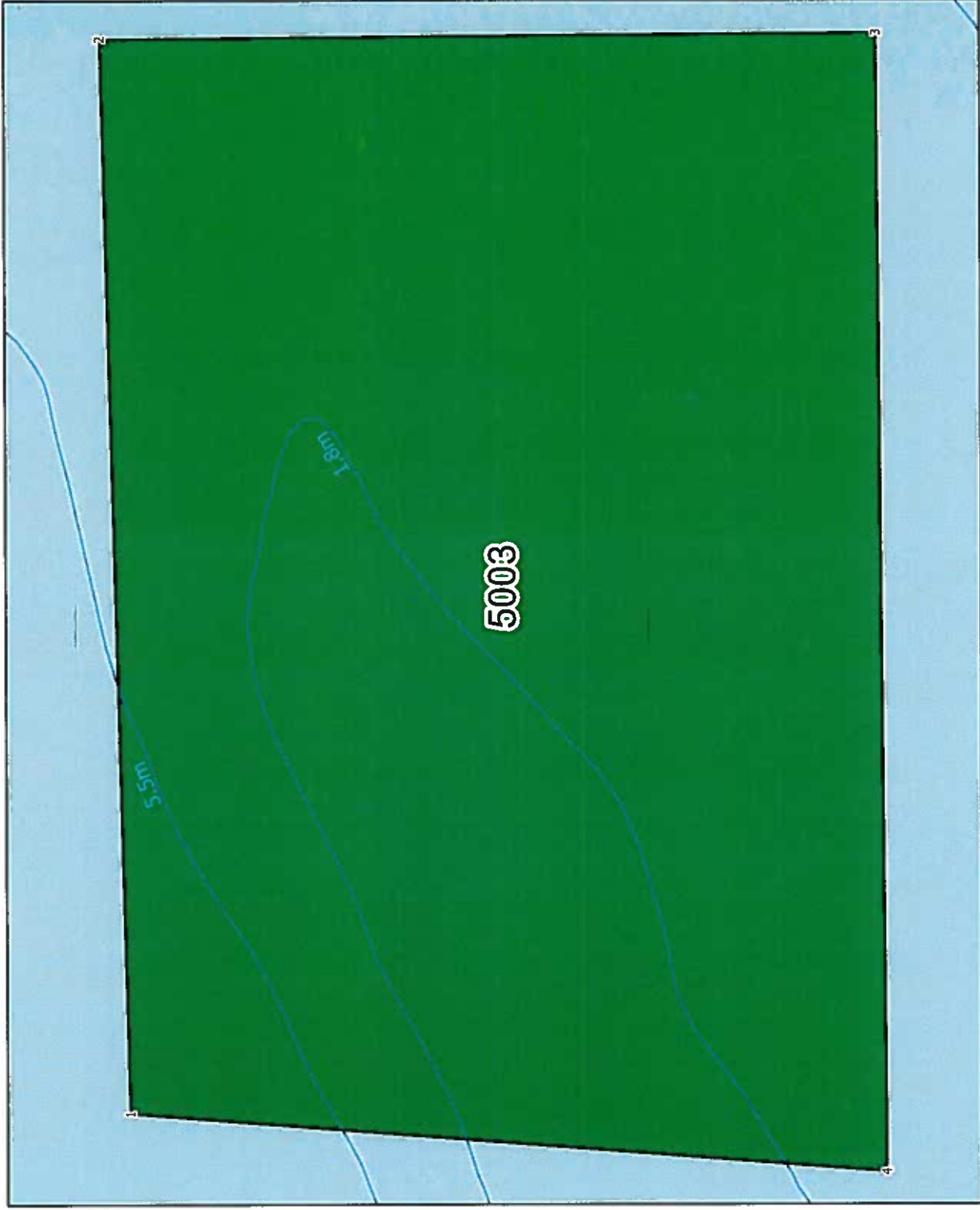


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License/Lease Holder

Bear River First Nation

County

Annapolis

Waterbody

Annapolis Basin

Hectares

33.21

Species Type

Shellfish

Culture Type

Suspended Culture

Chart

4396

Renewal Application

Other Issued Lease

0 37.5 75 150 225

Meters



#### Disclaimer

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Date: 2021-03-02

Created By: MK

## **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to ensure that aquaculture operations at the site do not exceed the following limits:

- Three OysterGro units on site

No product will be harvested for human consumption, unless all permits and approvals under the Canadian Shellfish Sanitation Program (CSSP) have been obtained. Oyster aquaculture is subject to Acts and regulations governed by the CSSP which is delivered by the Canadian Food Inspection Agency (CFIA), Environment and Climate Change Canada (ECCC) and Department of Fisheries and Oceans Canada DFO.

## **Schedule "C"**

### **Research purposes**

This licence has been granted to enable the Licencee 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 suspended oyster aquaculture in Nova Scotia.

In particular, further to this licence, the Licencee will be involved in the following activities as summarized from the Development Plan Submitted to the Department:

- Using OysterGro units to stock with seed oysters purchased from the Bideford Shellfish Hatchery in PEI or an approved source, to monitor oyster growth, and survival and to evaluate the performance of the culture unit;
- Assessing the leased area and the environmental conditions for its potential to sustain and grow American oysters at a commercial level;
- Assessing the leased area for its potential to provide economic prosperity; and
- Assessing the sustainability of the operation and overall production outcomes.

AMENDMENT TO LICENCE

THIS INDENTURE made in duplicate the <sup>25<sup>th</sup></sup> 19 day of July, 2022,

**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 -

**BEAR RIVER FIRST NATION**, a band within the meaning of the *Indian Act*, c. 1-5 (as amended), as represented by Chief Carol Dee Potter

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 amend existing aquaculture licenses and aquaculture leases in order to correct an error or to address a revised policy or a regulatory change of the Government of Nova Scotia or of the Government of Canada;

**AND WHEREAS** Aquaculture Licence No. 5003 was first issued to the Licencee for a term of one year from March 10, 2020 to March 10, 2021;

**AND WHEREAS** Aquaculture Licence No. 5003 has been consecutively renewed for two additional one-year terms, most recently for a term from March 10, 2022 to March 9, 2023;

**AND WHEREAS** the Administrator wishes to amend Licence No. 5003 to remove the gear limitation at the site, given that the current gear limitation had not been required;

**NOW THEREFORE**, in consideration of the mutual covenants 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. Licence No. 5003 is amended by deleting its Schedule "B" and substituting the attached Schedule "B".
2. Except as expressly amended herein, Licence No. 5003 shall continue in full force and effect.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

[Redacted signature area]

Witness

[Redacted signature area]

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 signature]  
Administrator, Nova Scotia Department  
of Fisheries and Aquaculture

**BEAR RIVER FIRST NATION**  
[Redacted signature]  
Chief Carol Dee Potter





## **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee:

No product will be harvested for human consumption, unless all permits and approvals under the Canadian Shellfish Sanitation Program (CSSP) have been obtained. Oyster aquaculture is subject to Acts and regulations governed by the CSSP which is delivered by the Canadian Food Inspection Agency (CFIA), Environment and Climate Change Canada (ECCC) and Department of Fisheries and Oceans Canada (DFO).