

This experimental lease made in duplicate this 25<sup>th</sup> day of NOVEMBER, 2024,

**BETWEEN:**

**HIS MAJESTY THE KING**, in right of the Province of Nova Scotia, represented in this behalf 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 -

**ANNAPOLIS VALLEY FIRST NATION**  
29 Toney Boulevard  
Cambridge Station, NS  
BOP 1G0

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 special experimental leases;

**AND WHEREAS** Special experimental aquaculture Lease No. 5011 was first issued to the Lessee for a term of one year from August 8, 2022 to August 7, 2023;

**AND WHEREAS** Special experimental aquaculture Lease No. 5011 was renewed for a second one-year term from August 8, 2023 to August 7, 2024;

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

**AND WHEREAS** the Lessee wishes to renew special experimental aquaculture Lease No. 5011 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 Lessee a special experimental lease to use a 3.68 hectare area located in the body of waters known as Minas Basin, Hants 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 of American oyster (*Crassostrea virginica*).
2. The term of this lease shall be for one year from August 8, 2024 to August 7, 2025 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. The Lessee is responsible for confirming any undertakings and ensuring compliance with them.

5. The Research Agreement set out in Schedule "C" to this lease forms part of this Agreement, and the Lessee hereby agrees to comply with and use this lease only for the research purposes contained in the Research Agreement.
6. The Lessee agrees to comply with any permits, protocols, approvals, licences or permissions (the "licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Lessee is responsible for confirming any licensing requirements and ensuring compliance with them.
7. This lease must not be assigned without the written approval of the Administrator. If the Lessee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment. No assignment shall be binding on the Administrator until approved by them in accordance with the Regulations.
8. In the event that the Lessee 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 lease 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 (the "Crown") to claim for damages.
9. The Lessee shall not conduct any aquaculture under authority of this lease until a Farm Management Plan has been approved by the Department of Fisheries and Aquaculture.
10. The Lessee must adhere to the Farm Management Plan, as it is in effect for this lease from time to time, and any failure to adhere to the Farm Management Plan is a breach of this lease.
11. The Lessee shall submit to the Minister of Fisheries and Aquaculture an annual report stating such information as the Minister requires concerning the Lessee's use and the productivity of the site.
12. Following the completion of a performance review, in accordance with the Regulations, of the aquacultural operation subject to this lease, the Administrator may vary any terms or conditions of this lease in order to address any concerns raised in the performance review.
13. The Lessee is hereby prohibited from using the site in any way that would interfere with other leased aquaculture operations.
14. If the Administrator, in their sole discretion, is of the opinion that the aquaculture activities authorized by this lease are detrimental to or interfere with other leased facilities, the Administrator may revoke this lease upon reasonable notice without compensation.
15. The Administrator may revoke this lease without advance notice or compensation if the Lessee 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 Lessee fails to perform any of its obligations under this lease, the Minister of Fisheries and Aquaculture may perform them, with the amount of any costs incurred to be a debt due to the Crown by the Lessee and to form a first and prior charge on the aquacultural produce within the site.
17. If the Lessee is in breach of any term of this lease and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this lease without further notice or compensation.
18. The Crown shall not be liable for any claims, actions, suits, damages, or costs arising from any injury, including death, or damage to or loss of property, resulting from or arising out of any act or omission of the Lessee, its employees, agents or subcontractors,

in conducting or attempting to conduct aquaculture at the site or in otherwise using or accessing the site under authority of this lease.

19. The Lessee shall at all times indemnify and save harmless the Crown, its Ministers, employees and agents from and against all claims, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Lessee, its employees, agents or contractors in conducting or attempting to conduct aquaculture at the site or in otherwise using or accessing the site under authority of this lease.
20. Should it become necessary for the Crown to expropriate the Lessee's rights under this lease, it is hereby agreed that the value of the lease for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Lessee that cannot be removed from the site. No compensation may be claimed for the cancellation of this lease where compensation is paid or payable in relation to the expropriation of a licence for the same site.
21. This lease does not include any rights as to minerals in or on the site.
22. Any notices required to be given under this lease 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 (5) business days from the date on which the notice is post-marked. The Parties, by agreement, may effect notice by any other means. The Lessee must notify the Administrator of any change of address within thirty (30) days.
23. 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 Lessee 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.
24. This lease shall be subject to the laws of the Province of Nova Scotia and the Parties hereby agree to attorn to its courts.
25. This lease 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

) **HIS MAJESTY THE KING**  
) in right of the Province of Nova Scotia, as  
) represented by the Administrator, Nova Scotia  
) Department of Fisheries and Aquaculture

[Redacted signature block]

[Redacted signature block]

Witness

) Robert Ceschiutti

[Redacted signature block]

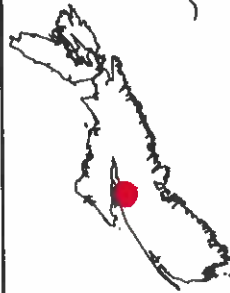
) **ANNAPOLIS VALLEY FIRST NATION**  
) Per:

[Redacted signature block]

Witness

) **CHIEF GERALD TONEY**

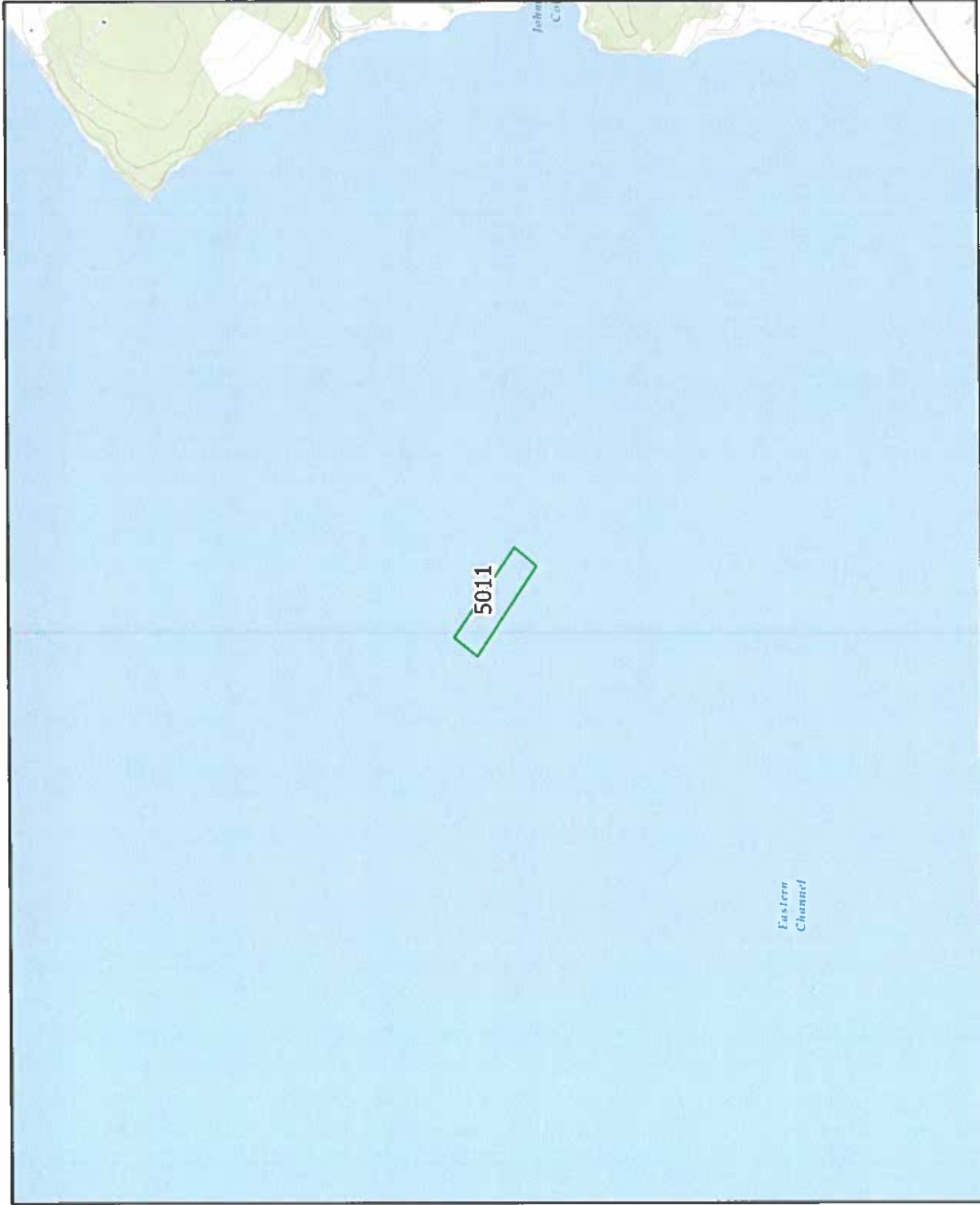
# SCHEDULE A



## Aquaculture Site 5011

Corner	Latitude	Longitude
1	45° 10' 33.456" N	-64° 11' 35.160" W
2	45° 10' 36.048" N	-64° 11' 32.280" W
3	45° 10' 29.460" N	-64° 11' 18.024" W
4	45° 10' 27.012" N	-64° 11' 20.904" W
Centre	45° 10' 31.504" N	-64° 11' 26.549" W

DATUM NAD 83 CSRS UTM Zone 19  
The above coordinates are not from a legal survey



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Annapolis Valley First Nation	Hants	Minas Basin	3.68	Shellfish	Bottom Culture with Gear	4140

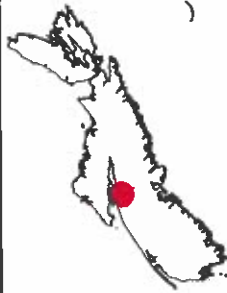
Renewal Experimental Application   
  Proposed Lease   
  Other Issued Lease

0    0.25    0.5    1 km

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

Date: 2024-08-08    Created By: MK

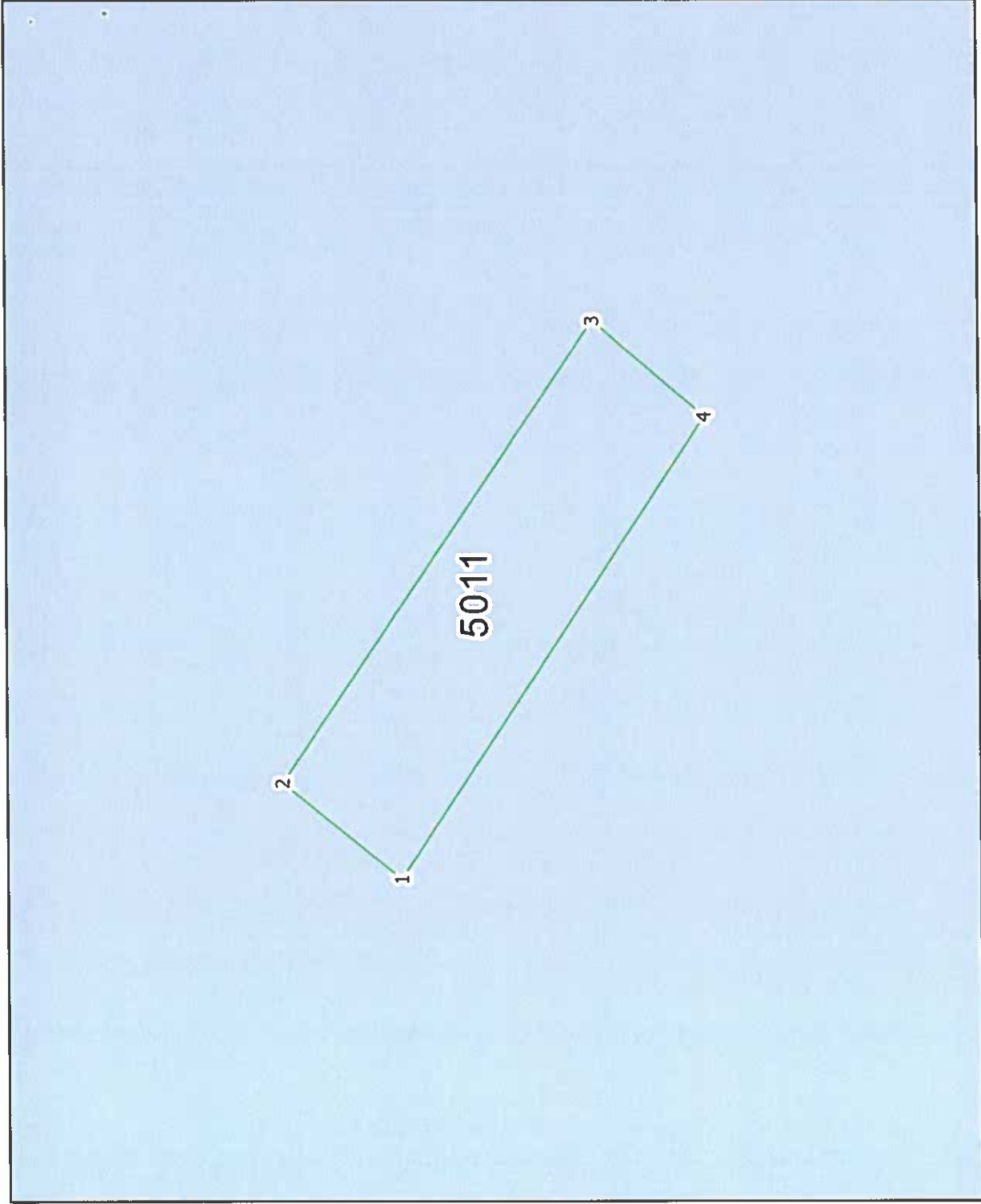
# SCHEDULE A



## Aquaculture Site 5011

Corner	Latitude	Longitude
1	45° 10' 33.456" -64° 11' 35.160"	
2	45° 10' 36.048" -64° 11' 32.280"	
3	45° 10' 29.460" -64° 11' 18.024"	
4	45° 10' 27.012" -64° 11' 20.904"	
Centre	45° 10' 31.504" -64° 11' 26.549"	

DATUM NAD 83 CSRS UTM Zone 19  
The above coordinates are not from a legal survey



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Annapolis Valley First Nation	Hants	Minas Basin	3.68	Shellfish	Bottom Culture with Gear	4140

<input type="checkbox"/> Renewal Experimental Application <input checked="" type="checkbox"/> Proposed Lease	Property Boundary 0 37.5 75 150 225 		<b>Disclaimer</b> This map should not be used for navigation or legal purposes. It is intended for general reference use only. Date: 2024-08-08 Created By: MK
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### **Schedule "B"**

This Schedule sets out any undertakings required of the Lessee.

The Lessee undertakes to the following:

1. 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).
2. Prior to the transfer of Oyster spat to the site, a Nova Scotia Introductions and Transfers Committee application must be submitted, and a permit issued.

## **Schedule "C"**

### **Research Agreement**

#### **Research Objectives and Activities**

The purpose of this Special Experimental Lease 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 American oyster aquaculture in Nova Scotia.

In particular, further to this lease, the Lessee may be involved in the research activities including, but not limited to:

1. Fixing Oyster bags (e.g. Vexar bags) to the sea floor, with or without exterior cage (e.g. OysterGro) using removable anchors;
2. Assessing the technical feasibility, growth rate, survival rate and habitat suitability to grow American oysters commercially in the above identified location;
3. Evaluating the intertidal cage placement method(s) to determine the viability to undertaking aquaculture in a macrotidal estuary;
4. Assessing this method of cultivation against more conventional methods in regards to the level of fouling by organisms such as algae and tunicates; and

#### **Reporting Requirements**

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

- Activities that occur on site will be documented (e.g. date, time, location) including the introduction of gear and product;
- Oyster growth rate, survival rate and habitat suitability;
- Oysters will be checked for mortality and measured regularly. Water quality measurements such as temperature and water depth will be monitored with remote data loggers. Other environmental data will be compiled to compare with growth rate and survival rate.