

This experimental licence made in duplicate this 25th 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
B0P 1G0

hereinafter referred to as "**the Licensee**"

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 licences;

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

AND WHEREAS Special experimental aquaculture Licence 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 licence may be renewed annually for up to 5 years;

AND WHEREAS the Licensee wishes to renew special experimental aquaculture Licence 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 Licensee a special experimental licence 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 licence 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 Licensee 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 Licensee hereby agrees to comply with any conditions or limitations contained in the undertakings. The Licensee 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 Agreement, and the Licensee hereby agrees to comply with and use this licence only for the research purposes contained in the Research Agreement.
6. The Licensee 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 Licensee is responsible for confirming any licensing requirements and ensuring compliance with them.
7. This licence must not be assigned without the written approval of the Administrator. If the Licensee 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 Licensee 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 (the "Crown") to claim for damages.
9. The Licensee shall not conduct any aquaculture under authority of this licence until a Farm Management Plan has been approved by the Department of Fisheries and Aquaculture.
10. The Licensee 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.
11. The Licensee shall submit to the Minister of Fisheries and Aquaculture an annual report stating such information as the Minister requires concerning the Licensee'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 licence, the Administrator may vary any terms or conditions of this licence in order to address any concerns raised in the performance review.
13. The Licensee is hereby prohibited from using the site in any way that would interfere with other licensed aquaculture operations.
14. If the Administrator, in their 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.
15. The Administrator may revoke this licence without advance notice or compensation if the Licensee 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 Licensee fails to perform any of its obligations under this licence, 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 Licensee and to form a first and prior charge on the aquacultural produce within the site.
17. If the Licensee 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.
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 Licensee, 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 licence.

19. The Licensee 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 Licensee, 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 licence.
20. Should it become necessary for the Crown to expropriate the Licensee'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 Licensee 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 licence for the same site.
21. Any notices required to be given under this licence 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 Licensee must notify the Administrator of any change of address within thirty (30) days.
22. 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 Licensee 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.
23. This licence shall be subject to the laws of the Province of Nova Scotia and the Parties hereby agree to attorn to its courts.
24. 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

) **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]

Witness

[Redacted Signature]

Robert Ceschiutti

[Redacted Signature]

Witness

) **ANNAPOLIS VALLEY FIRST NATION**

) Per:

[Redacted Signature]

) **CHIEF GERALD TONEY**

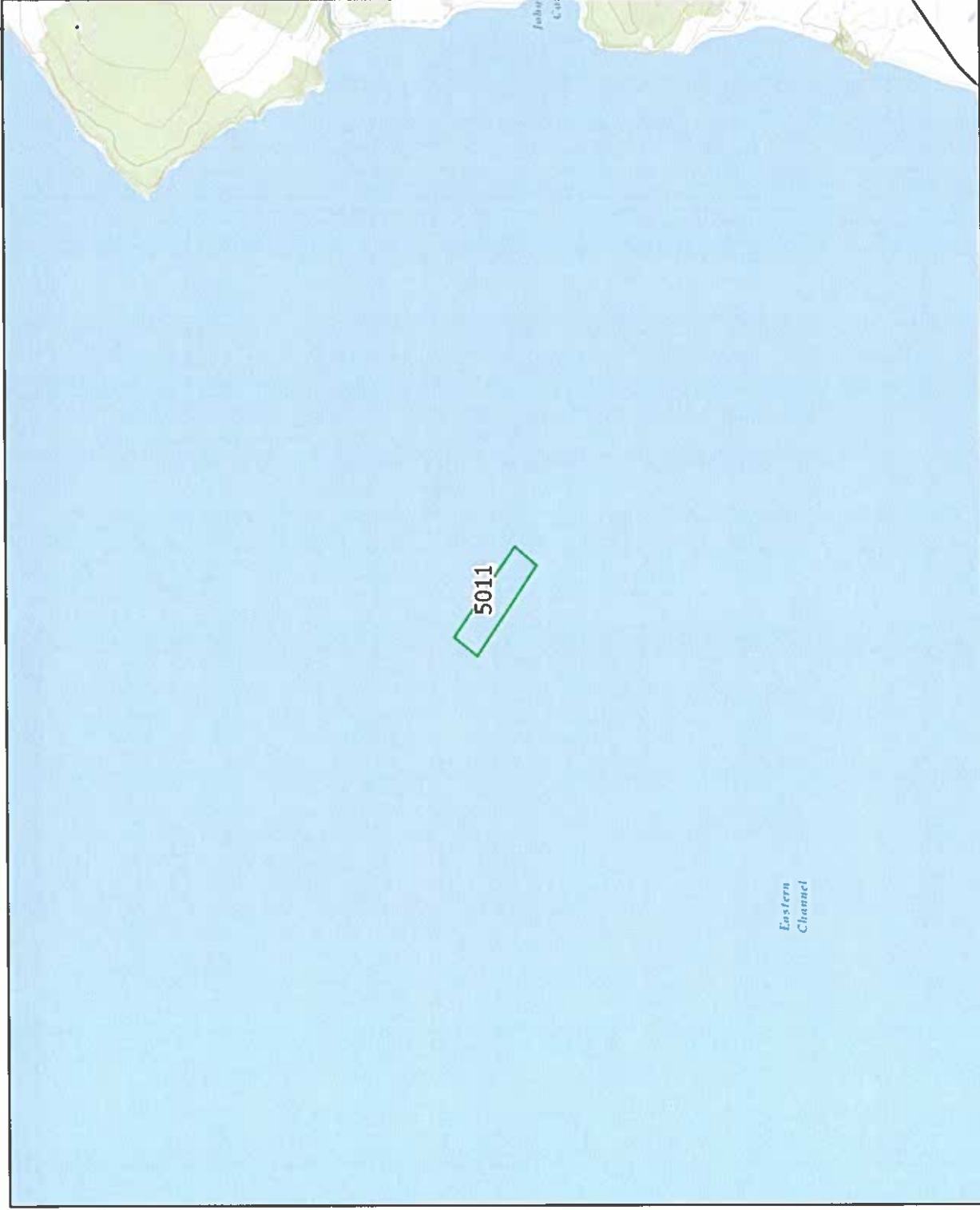
SCHEDULE A



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
Annapolis Valley First Nation

County
Hants

Waterbody
Minas Basin

Hectares
3.68

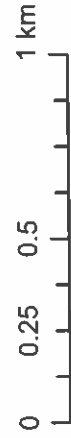
Species Type
Shellfish

Culture Type
Bottom Culture with Gear

Chart
4140

Renewal Experimental Application Proposed Lease

Other Issued Lease



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

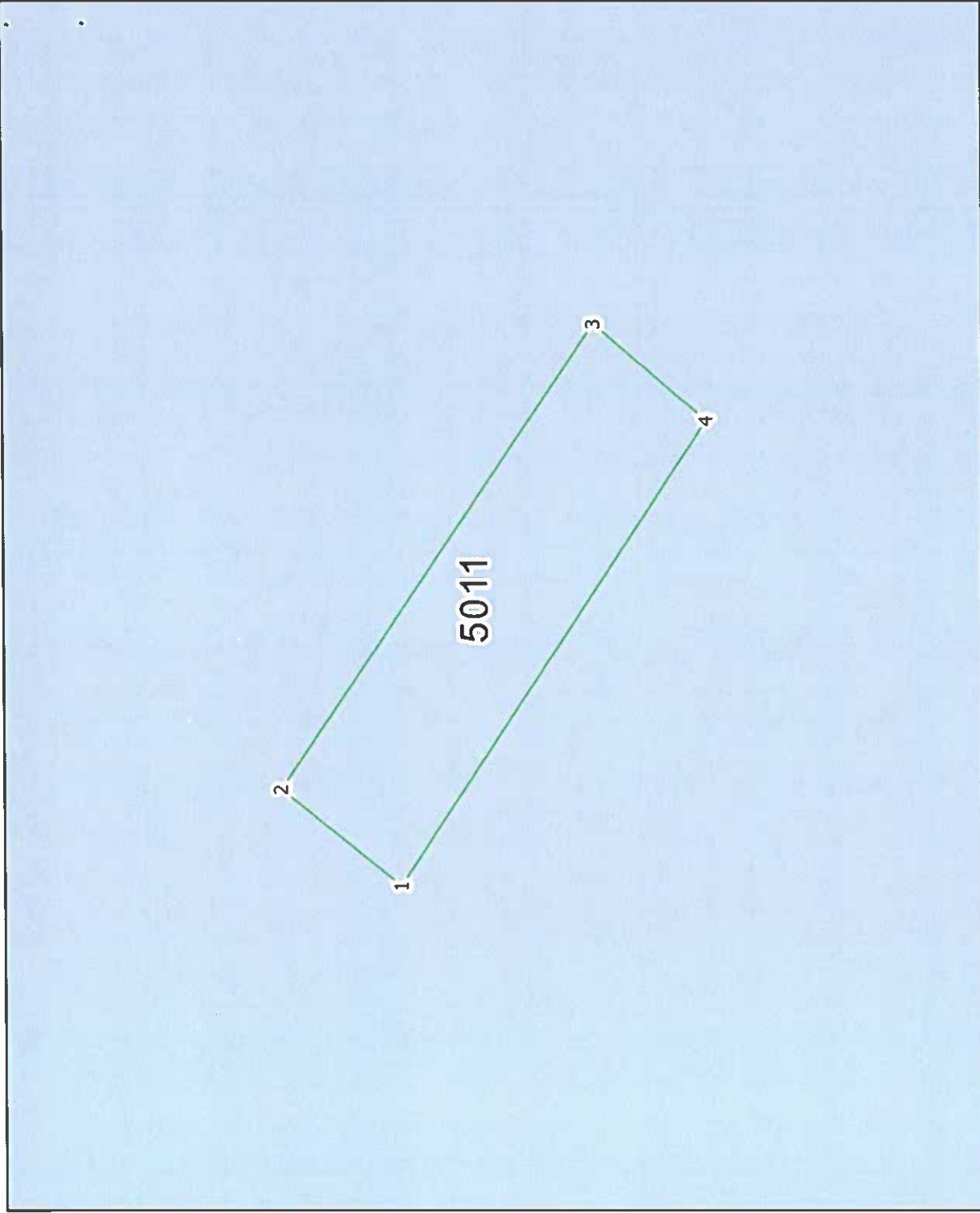
SCHEDULE A



Aquaculture Site 5011

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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

Property Boundary 0 37.5 75 150 225



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Date: 2024-05-08
Created By: MKK

Schedule "B"

This Schedule sets out any undertakings required of the Licensee.

The Licensee 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 with 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 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 American oyster aquaculture in Nova Scotia.

In particular, further to this licence, the Licensee 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 Licensee 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) 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.