

APPENDIX J
NSDNR LETTER OF AUTHORITY

October 18, 2017

LOA # 3389026

Attn: Stephen Matier
Director
Maritime Launch Services Ltd.
1959 Upper Water Street, Suite 900
Halifax, NS B3J 3N2

Dear Mr. Matier:

Re: Access to Crown Lands, Canso, Guysborough County

The purpose of this letter of authority (“LOA”) is to provide Maritime Launch Services Ltd., its agents and independent contractors, authority from the Department of Natural Resources (“DNR”) pursuant to the *Crown Lands Act*, to access Crown lands (the “Property”) at Canso, Guysborough County, currently known as a portion of PID 35096320, as shown outlined in yellow dash line on the sketch attached as Schedule “A”, for the purpose of conducting preliminary studies (no ground disturbance) including an Archaeological Resource Impact Assessment.

This LOA is subject to the following terms and conditions:

1. The work authorized by this LOA must be done in accordance with the advice outlined the Department of Communities, Culture and Heritage, Heritage Research Permit A2017NS081, attached as Schedule “B”;
2. This LOA permits entry onto Crown Lands to undertake preliminary studies (no ground disturbance) including an Archaeological Resource Impact Assessment for the proposed commercial spaceport development.
4. Unless terminated or suspended as provided for herein, this LOA is valid until **March 31, 2018**;
5. DNR may terminate or suspend this LOA at any time for any reason whatsoever by notifying Maritime Launch Services Ltd. at the mailing address on this letter. DNR shall not be responsible for any costs incurred by Maritime Launch Services Ltd. should this LOA be terminated or suspended;

Maritime Launch Services Ltd. is responsible for all costs associated with the use of the Property as authorized by this authority;

The Property is considered to be DNR Crown lands free from any encumbrances except for a Forestry Utilization Licence Agreement. However, DNR cannot guarantee its title. In any event, by countersigning the enclosed copy of the LOA you agree to release DNR, Her Heirs, successors, agents and employees of and from all manners of actions, causes of action, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect;

You must contact and receive permission from Vince Power, Area Manager, DNR, (902) 553-3503, five days prior to commencing any activities on the Property pursuant to this letter;

9. This LOA also does not give exclusive use of the Property. The Property is to be used in common with the Crown, Her Successors, Assigns, agents, servants, workers, guests, invitees, licensees and other persons as herein provided. You must not interfere with or impede others who have co-existing rights with respect to the Property or those who obtain such co-existing rights in the future, including use of Crown roads by authorized forestry operators;
10. It is Maritime Launch Services Ltd.'s responsibility to obtain all permits, authorizations or permissions required from the appropriate federal, provincial or municipal authorities and any, groups or individuals to use the Property for the purpose described herein, and the signature(s) on this letter confirms your agreement to indemnify and hold harmless Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees from any and all liability arising from the failure to obtain such permits, authorizations and permissions. This letter does not bind the Province to issue any required approvals or permits. Failure to obtain and keep current such approvals and permits will be considered a breach of the terms of this authority;
11. Maritime Launch Services Ltd. is required to cease work and contact the Director, Heritage Division, Nova Scotia Department of Communities, Culture and Heritage immediately upon discovery of an archaeological artifact or site unearthed during any phase of the proposed work. If the find is of certain or suspected Mi'kmaq origin, Maritime Launch Services Ltd. is also requested to contact the Executive Director of the Kwilmu'kw Maw-klusuaqn Negotiation Office;
12. Maritime Launch Services Ltd. must comply with all municipal, provincial and federal laws, regulations, permits and approvals including, but not limited to, environmental, labor, industrial, safety standards, public health, fire and in particular the holder of this authority must comply with the *Occupational Health and Safety Act* and *Regulations* and if required, register under and comply with all

of the provisions of the *Workers Compensation Act* for the Province of Nova Scotia;

13. Maritime Launch Services Ltd. must not cause or permit any nuisance on the Property or damage to the Property or to adjacent or nearby properties, including any adjacent Crown lands not included in this authorization. The Property must, at all times, be kept in a neat and tidy condition and free from garbage and other debris;
14. The work authorized by this LOA must not interfere with the property rights of any other individual. It is your responsibility to identify any such individuals whose rights may be affected, and obtain their consent before commencing work. Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees shall not be liable for any claims which may result from your failure to comply with this or any other condition of this LOA and you shall indemnify and save harmless Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees from any claims which may result from failure to comply with this or any other condition of this LOA;
15. Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees shall not be liable for any injury or damage (including death) to the person or for the loss or damage to the property of the holder of this LOA attributable in any way to the performance of any act under this LOA;
16. Maritime Launch Services Ltd. shall at all times indemnify and save harmless Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees from and against all claims, demands, losses, costs, debts, damages, actions or other proceedings attributable in any way to the performance or purported performance of the company, its servants, agents or independent contractors; and
17. The terms and conditions of this LOA and all correspondence and documents delivered pursuant to this LOA are subject to the provisions of the *Nova Scotia Freedom of Information and Protection of Privacy Act*.
18. This authority **does not** permit Maritime Launch Services Limited to conduct any legal survey work. If you wish to conduct survey work your surveyor must contact Mr. Bruce MacQuarrie, NSLS, Director of Surveys, Department of Natural Resources, BOX 698, Halifax, NS, B3J 2T9 prior to commencing work to request an Order of Survey on the Crown land and to obtain any such other instructions as may be required.

To acknowledge acceptance of the above terms conditions by countersigning this letter in the space provided and return it to the attention of Robyn McPherson, Senior Land Administration Officer, Land Administration Division, at the above address. The permission given in this letter is not in effect until a countersigned copy of this document is signed and returned to our office.

Yours truly,



Cindy Steele
Manager, Acquisitions and Disposals

c: Mark Pulsifer, DNR
Jeffrey Wadden, DNR
Bruce MacQuarrie, DNR

I, the authorized signing agent for Maritime Launch Services Ltd. have read, understand and agree to the terms and conditions contained herein;

October 18, 2017
Date



Per:
Authorized Signing Officer