

This licence made in duplicate the 14th day of September, 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 -

SHANDAPH OYSTER CO. INC.

636 Big Island Road
RR#1 Merigomish
Big Island, NS B0K 1G0

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 renew aquaculture licenses and aquaculture leases;

AND WHEREAS pursuant to the Act the Licencee was issued Aquaculture Licence No. 1369 on September 14, 2012 for a term of ten years from September 1, 2012 to September 30, 2022 for the bottom cultivation without gear method and the bottom cultivation with gear method of American oyster (*Crassostrea virginica*), Bay quahog (*Mercenaria mercenaria*) and Bay Scallop (*Argopecten irradians*);

AND WHEREAS pursuant to the Act the Licence was amended on March 10, 2017 to correct the expiry date in clause 2 to September 1, 2012 to August 30, 2022;

AND WHEREAS pursuant to the Act the Licence was amended on March 29, 2021 to permit the suspended cultivation method and to permit the cultivation of Razor clam (*Ensis directus*);

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1369;

NOW THEREFORE, in consideration of the mutual covenants and agreements 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. The Administrator hereby grants to the Licencee a licence to use a 22.85 hectare area located in the body of waters known as Merigomish Harbour, Pictou County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation without gear method, bottom cultivation with gear method and suspended cultivation method of American oyster (*Crassostrea virginica*), Bay quahog (*Mercenaria mercenaria*), Bay scallop (*Argopecten irradians*) and Razor clam (*Ensis directus*).
2. The term of this licence shall be for ten years from August 31, 2022 to August 30, 2032, 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. This licence must not be assigned without the written approval of the Administrator. If the Licencee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment.
7. 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 the Queen in right of the Province of Nova Scotia ("Her Majesty") to claim for damages.
8. 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.
9. This licence does not include any rights as to minerals in or on the site.
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. Following the completion of a performance review, in accordance with the Regulations, of the aquaculture 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.
12. The Licencee is hereby prohibited from using the site in any way that would interfere with other licensed aquaculture operations.
13. 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.
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.

SCHEDULE A



Aquaculture Site 1369

Corner	Latitude	Longitude
1	45° 38' 59.966"	-62° 25' 49.088"
2	45° 39' 5.006"	-62° 25' 56.648"
3	45° 39' 21.208"	-62° 25' 36.848"
4	45° 39' 20.846"	-62° 25' 21.008"
Centre	45° 39' 12.485"	-62° 25' 40.805"

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
Shandaph Oyster Co. Inc.	Pictou	Camerons Cove	22.85	Shellfish	Suspended, Bottom with Gear & Boltam Culture	4445

	Renewal Application		Other Proposed Application
	Other Issued Lease		Issued Experimental

0	0.5	1	2
Kilometers			

Disclaimer
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Date: 2022-06-10
Created By: MK

SCHEDULE A



Aquaculture Site

1369

Corner	Latitude	Longitude
1	45° 38' 59.966"	-62° 25' 49.088"
2	45° 39' 5.006"	-62° 25' 56.648"
3	45° 39' 21.206"	-62° 25' 36.848"
4	45° 39' 20.846"	-62° 25' 21.008"
Centre	45° 39' 12.485"	-62° 25' 40.805"

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- Renewal Application
- Other Issued Lease



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Created By: tk

Schedule "B"

This Schedule sets out any undertakings required of the Licencee:

The Licencee undertakes to the following:

1. For Bottom Cultivation without Gear, the Licencee shall submit an annual report (in addition to Annual Productions Statistics) dealing with the enhancement efforts. The details and format of the report shall be determined by agreement with the Nova Scotia Department of Fisheries and Aquaculture and the Licencee. The report shall include information such as the following:
 - a. Stock assessment;
 - b. Broodstock manipulations;
 - c. Seed collection activities;
 - d. Predator control activities; and
 - e. Other information may be required.