Marin Oyster Company, Inc.

...Home of the Marin Miyagi™

November 6, 2026

SENT VIA EMAIL TO: randy.lovell@wildlife.ca.gov, jessica.girardot@wildlife.ca.gov

AND VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO:

Executive Director, Fish and Game Commission
1416 Ninth Street, 13TH Floor Sacramento, CA 95814

And:

Randy Lovell, Aquaculture Coordinator, CDFW
P.O. Box 944209, Sacramento, CA 94244-2090

Re: Renewal of State Water Bottom Lease M-430-02

Dear Randy,

This letter serves as written notice that Marin Oyster Company, Inc. is exercising its right to seek renewal of State Water Bottom Lease M-430-02 for a period of 10 years. This renewed period would commence on September 14, 2027 and last until September 13, 2037.

We understand that the FGC needs to implement changes to the standard lease terms and is considering 2 year extensions to allow those updated terms to be included in the renewed leases. However, the 10 year renewal period was explicitly agreed to by both the FGC and Marin Oyster Company, Inc. upon the signing of our current lease.

Per our current lease agreement, Section 8, Renewal:

> "So long as Tenant, during the period specified herein, is still actively engaged in aquaculture, as determined by the State, **Tenant shall have a prior right to renew for a period of 10 years** on terms to be agreed upon between the State, in consultation with the Department of Fish and Wildlife Aquaculture Coordinator, and Tenant."

Additionally, per Section 23, Changes:

> "**Nothing in this Lease may be waived, modified, amended, or discharged except by an instrument in writing signed by Tenant and the State**, in consultation with the Department of Fish and Wildlife Aquaculture Coordinator."

(707) 508-5883 9 Midhill Drive, Mill Valley CA 94941 kt@marinoyster.com

And finally, per Section 28, Entire Agreement:

> "This Lease contains the entire agreement between the parties, and **an agreement hereafter shall be ineffective to change, modify or discharge it in whole or in part, unless such agreement is in writing and contains the authorized signature of the party against whom enforcement of the change, modification or discharge is sought**."

Therefore, it is our position that the FGC writing a renewal for a 2 year period as opposed to the full 10 year period would be a violation of the terms of this lease, as it would constitute a "modification" or "amendment" to the current lease terms (which explicitly state 10 year renewal periods) without an "instrument in writing signed by Tenant and the State, in consultation with the Department of Fish and Wildlife Aquaculture Coordinator". While we may be open to amending the renewed lease terms to include new language once that language has been finalized, we respectfully request that the full 10 year renewal period promised to us in our current lease is honored, just as we have honored the terms and conditions that apply to us.

It should be noted that simply discussing a 2 year renewal has already negatively impacted us. We are currently in the final stages of an amendment to our Coastal Development Permit, and had planned to include the renewal of our CDP for an additional 10 year period to match the FGC lease. Now that there is a question about renewal periods, we will need to submit a second amendment to our CDP once we have confirmed renewal terms with the FGC, as the CCC is unable to include renewal terms in the active application due to the uncertainty. This is a costly and time-consuming process that creates unnecessary work both for Marin Oyster Company, Inc., and for the staff of various agencies.

Thank you for your consideration, and as usual, please don't hesitate to reach out if you'd like to discuss further.

Sincerely,

Erik Toussaint
CFO
Marin Oyster Company, Inc.
kt@marinoyster.com
707-508-5883 cell
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