

This licence made in duplicate this 24th day of February, 20 20.

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 -

MICHAEL J. MULLEN
PO BOX 302
WEYMOUTH, NS
B0W 3T0

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 licences and aquaculture leases;

AND WHEREAS pursuant to the Act the Licencee was issued Aquaculture Licence No. 0263 on March 25, 2015 for a term of five years from March 2nd, 2015 to March 2, 2020;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 0263;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Administrator hereby grants to the Licencee a licence for the culture of Atlantic salmon (*Salmo salar*) at a landbased facility located in Hassett, Hour Glass Lake, Digby County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site").
2. The term of this licence shall be for ten years commencing on the 2nd day of March, 2020 to the 2nd day of March, 2030 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 except with 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. No assignment shall be binding on the Administrator until approved by him in accordance with the Regulations.
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. 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.
10. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
11. 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 licenced facilities, the Administrator may revoke this licence without compensation.
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 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.
14. 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.
15. If the Licencee 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.
16. Should it become necessary for Her Majesty to expropriate the Licencee'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 Licencee 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.
17. 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 business days from the date on which the notice is post-marked. The parties, by agreement, may effect notice by any other means. The Licencee must notify the Administrator of any change of address within thirty (30) days.
18. 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 Licencee for aquaculture purposes. The Administrator assumes no responsibility whatsoever for any private property rights or for

SCHEDULE A

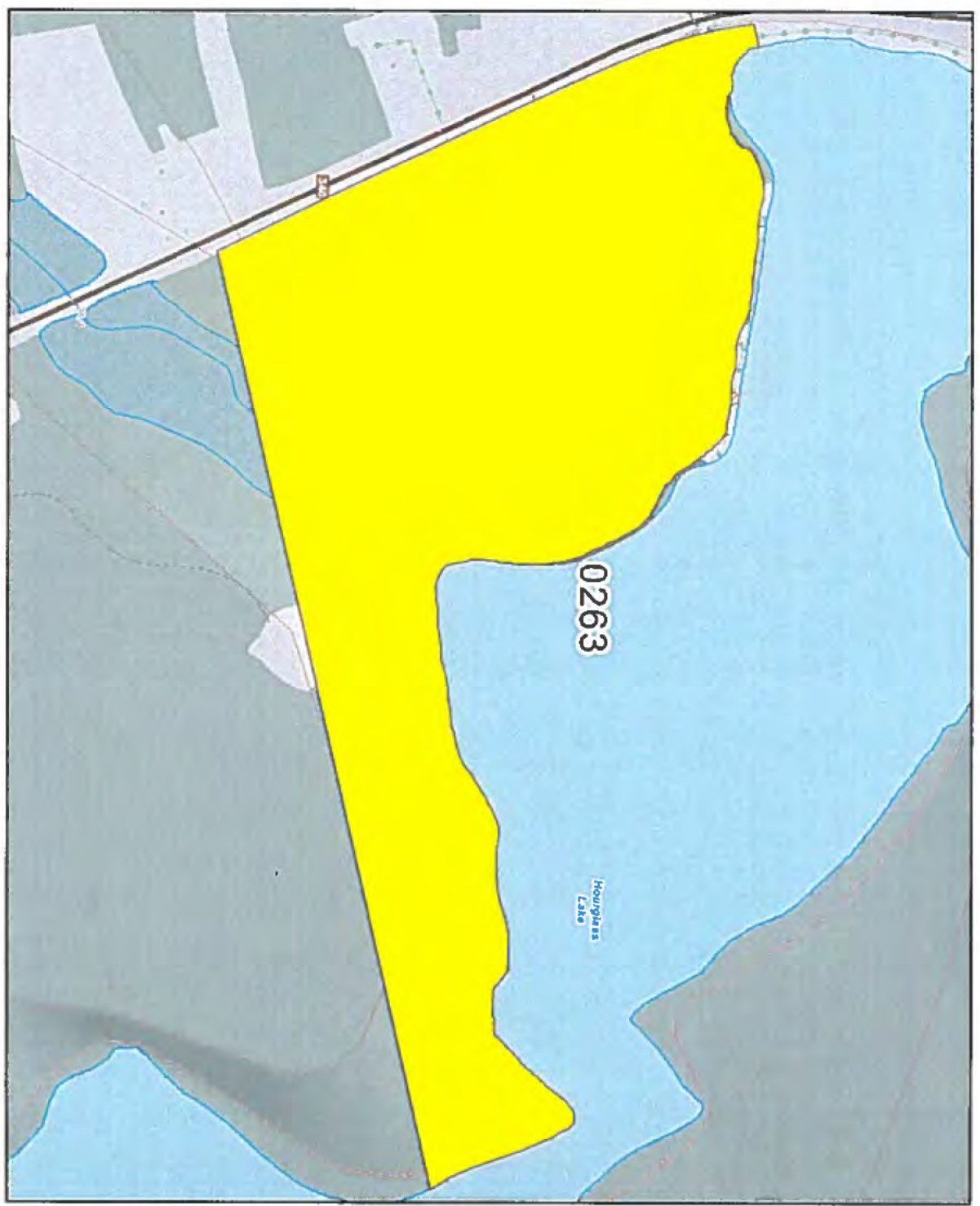


Aquaculture Site

0263

Latitude 44° 19' 40.800" Longitude -65° 56' 4.802"

DATUM: NAD 83 CSRS UTM Zone 20
The above coordinates are not from a legal survey



Licence Holder: Mullen, Mike
County: Digby
Species Type: Finfish

- Proposed Land Based Facility
- Other Land Based Facility



Disclaimer
This map should not be used for navigation or legal purposes. It is intended for general reference use only.
Data: 2018.10.15
Created By: MK

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Internal Services Department

Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

There are no undertakings required of the Licencee.

Schedule "C"

POLICY FOR ATLANTIC SALMON INTRODUCTION

1) **DEFINITION OF TECHNIQUES FOR ATLANTIC SALMON INTRODUCTION;**

A. SEA RANCHING:

The deliberate release of fish into the sea for feeding at large, followed by the subsequent recapture by the proponent, usually at or near the release site. No natural regeneration in rivers is sought.

B. TOTALLY ENCLOSED SYSTEM:

A man-made fish rearing facility often involving the recirculation of water, which would normally be contained within four walls and which would be designed such that accidental escape, unauthorized transfer or disease introduction to natural waters would be impossible. Facilities most likely to qualify as enclosed systems would be laboratories and aquaria.

C. CAGE CULTURE (non-tidal water):

Netting, plastic, or wire mesh enclosures in freshwater where fish are held throughout their growth period to market size. Recapture of escaped fish within 50 meters of the cages is permitted.

D. CAGE CULTURE (tidal waters):

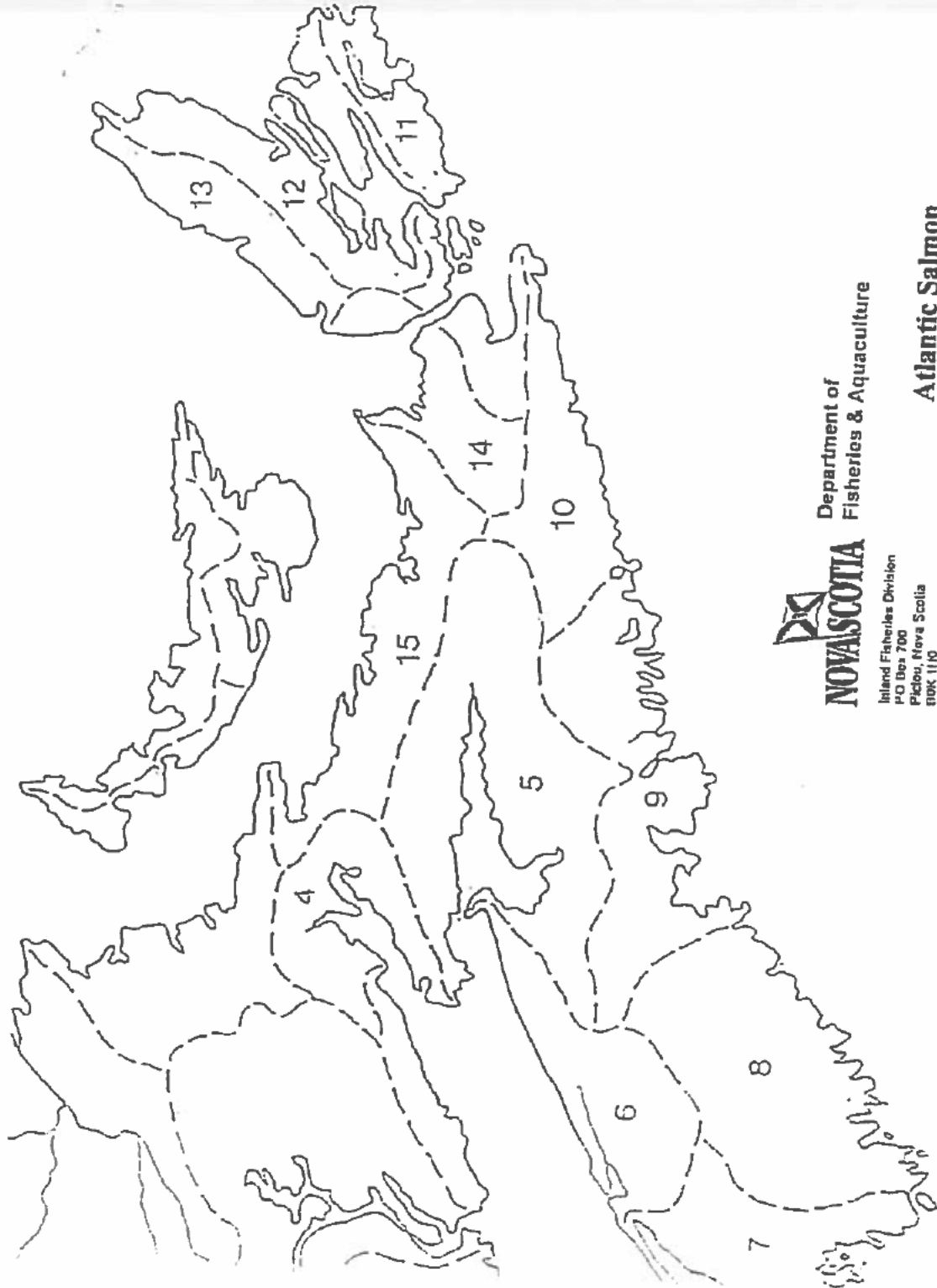
Netting, plastic, or wire mesh enclosures in brackish or seawaters. Recapture of escaped fish within 100 meters of the cages is permitted.

E. OPEN CULTURE:

A fish culture facility at which Atlantic salmon are incubated and/or reared, and where the use of ponds with direct connection to a natural water body increases the likelihood of escape.

DISTRICT NO.	DISTRICT NAME	COASTAL END POINTS
4	Chignecto Bay	C. Enrage to C. Chignecto
5	Minas Basin	C. Chignecto to C. Split
6	Fundy Nova	C. Split to Gulliver Point
7	Gulf Nova	Gulliver Point to Cape Sable
8	South Atlantic Nova	Cape Sable to P. Enrage
9	Halifax	Point Enrage to Taylor Head (Spry Harbour)
10	Southeast Nova	Taylor Head to Cape Canso
11	Atlantic Cape Breton	Cape Canso to Cape Perce
12	Bras d'Or Central	Cape Perce to Cape North
13	Gulf Cape Breton	Cape North to Cape Linzee
14	George Bay	Cape Linzee to Cape George
15	Northumberland South	Cape George to Cape Tormentine

Districts will include all drainage basins entering the sea between the indicated end points.



 **NOVASCOTIA**
Department of
Fisheries & Aquaculture

Inland Fisheries Division
P.O. Box 700
Pictou, Nova Scotia
B0K 1J0

**Atlantic Salmon
Policy Districts**

NOVA SCOTIA DEPARTMENT OF AGRICULTURE & FISHERIES

INLAND DIVISION

TABLE OF PERMITTED USES OF ATLANTIC SALMON IN NOVA SCOTIA

DISTRICT NUMBER	A SEA RANCHING	B ENCLOSED SYSTEM	C CAGE CULTURE NON-TIDAL	D CAGE CULTURE TIDAL	E OPEN CULTURE	E CLOSED FARM/FISHOUT	G PUT & TAKE	H SELF-SUSTAINING
4	NO	YES	(YES)	(YES)	(YES)	(YES)	(YES)	(YES)
5	NO	YES	(YES)	(YES)	(YES)	(YES)	(YES)	(YES)
6	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
7	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
8	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
9	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
10	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
11	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
12	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
13	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
14	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
15	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)

Note: (YES) indicates selective approval only.

AMENDMENT TO LICENCE

THIS INDENTURE made in duplicate the 20th day of November, 2023.

BETWEEN:

HIS MAJESTY THE KING, 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 -

MICHAEL J. MULLEN
PO BOX 302
WEYMOUTH, NS
B0W 3T0

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 amend existing aquaculture licenses and aquaculture leases;

AND WHEREAS pursuant to the Act the Licensee was issued Aquaculture Licence No. 0263 on February 24, 2020 for a term of ten years from March 2, 2020 to March 2, 2030, authorizing the land-based cultivation of Atlantic salmon (*Salmo salar*);

AND WHEREAS the Licensee is desirous of amending Licence No. 0263 to permit the land-based cultivation of Rainbow trout (*Oncorhynchus mykiss*), subject to whatever undertakings are prescribed by the Administrator;

AND WHEREAS the Administrator consents to amend Licence No. 0263 to permit the land-based cultivation of Rainbow trout (*Oncorhynchus mykiss*);

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. Licence No. 0263 is hereby amended by deleting clause 1 and substituting with the following clause 1:

"The Administrator hereby grants to the Licensee a licence to use a property located at 5012 Highway 340 in Hassett, Digby County, more particularly described in Schedule "A" attached to and forming part of this Agreement (that property, the "site") for the land-based cultivation of Atlantic salmon (*Salmo salar*) and Rainbow trout (*Oncorhynchus mykiss*)".

