

This licence made in duplicate this 15th day of August, 2016.

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 -

KELLY COVE SALMON LTD
1 FUNDY BAY DRIVE
ST. GEORGE, NB E5C3E2

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. 1040 on March 28, 2012 for a term of four years and eight month from September 16, 2011 to May 16, 2016;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1040;

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 to use a 8.21 hectare area located in the body of waters known as Annapolis Basin, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the Marine suspended cage cultivation of *Salmo salar* (Atlantic salmon).
2. The term of this licence shall be for ten years commencing on the 16th day of May 2016 to the 16th day of May, 2026 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 the actions of other levels of government which may interfere with the use of the site for aquaculture purposes.
- 19. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
- 20. 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

HER MAJESTY THE QUEEN
in right of the Province of Nova Scotia, as
represented by the Administrator, Nova Scotia
Department of Fisheries and Aquaculture

[Redacted signature area]
Witness

[Redacted signature area] 
Administrator - Nova Scotia Department
of Fisheries and Aquaculture

Kelly Cove Salmon Ltd.
Per:

[Redacted signature area]
Witness

[Redacted signature area]
Glenn Cooke



Schedule A

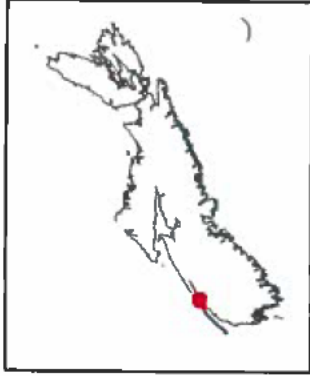
GPS COORDINATE INFORMATION SHEET

Application #:	1040		
Applicant:	Kelly Cove Salmon Ltd.		
Location:	Annapolis Basin	County:	Annapolis
Hydrographic Chart:	4235	Orthophoto #:	98 314-143
Dimensions of site:	Approx. 550 m x 150 m	Size:	Approx. 8.21 ha

Approximate Coordinates of Application:

Datum used:	NAD 83		
Centre coordinates (approx.)	Lat.	44° 40' 07.20"	
	Long.	-65° 43' 16.74"	
Corner #1	Lat.	44° 40' 05.76"	Corner #2
	Long.	-65° 43' 29.52"	Lat.
			Long.
			-65° 43' 06.60"
Corner #3	Lat.	44° 40' 08.34"	Corner #4
	Long.	-65° 43' 03.90"	Lat.
			Long.
			-65° 43' 26.88"

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



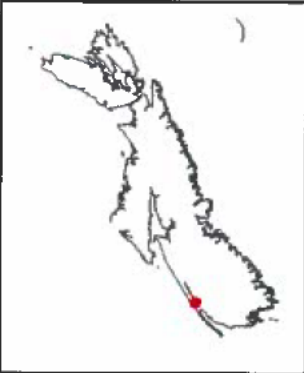
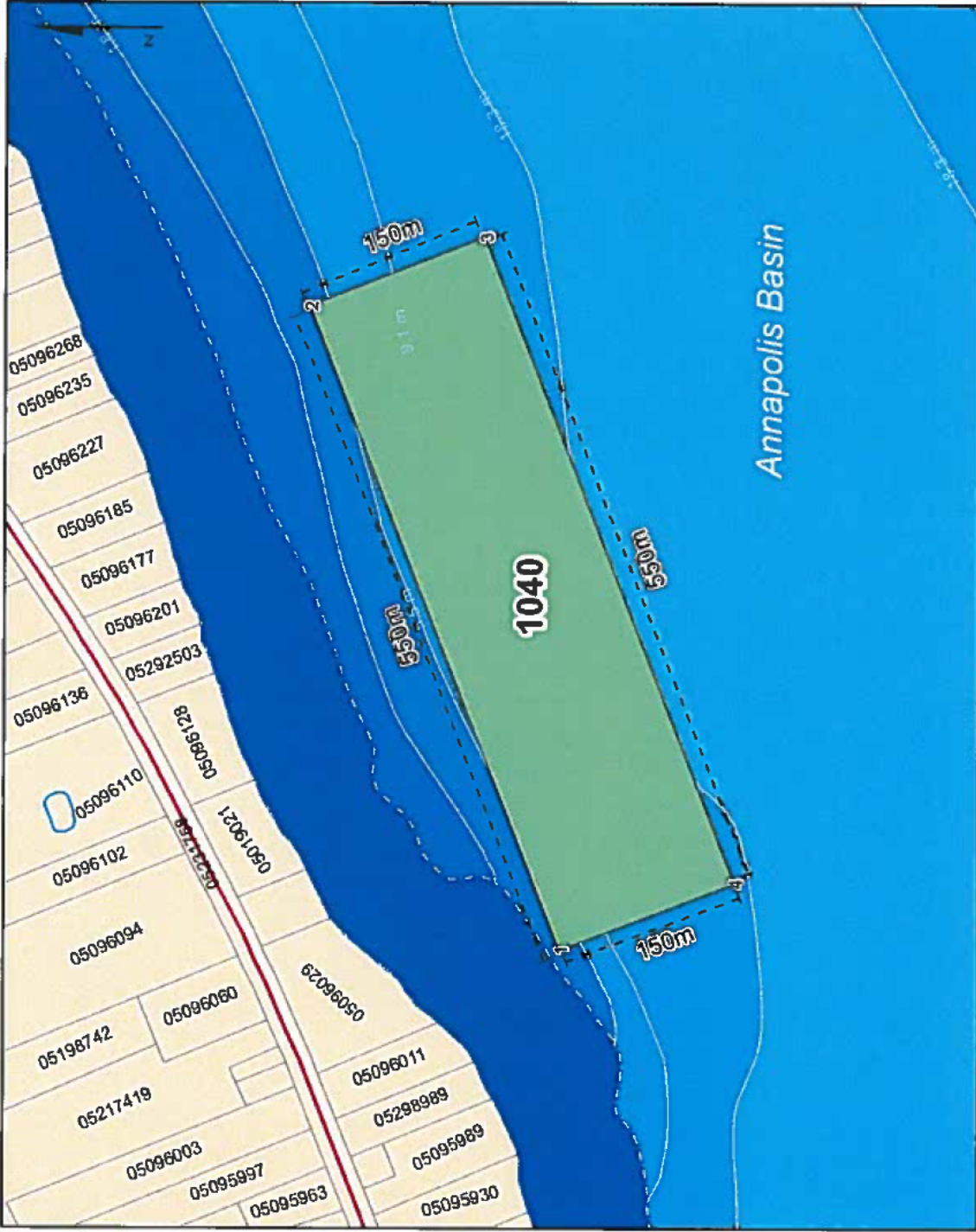
Aquaculture Site 1040
Centre Lat 44° 40' 07.02" Long -65° 43' 16.74" Corner 1 Lat 44° 40' 05.76" Long -65° 43' 29.52" Corner 2 Lat 44° 40' 12.78" Long -65° 43' 06.60" Corner 3 Lat 44° 40' 08.34" Long -65° 43' 03.90" Corner 4 Lat 44° 40' 01.32" Long -65° 43' 26.88"
DATUM NAD 83 The above coordinates are not from a legal survey



Application Information	
Proponent :	Kelly Cove Salmon Ltd.
Site Location :	Annapolis Basin
Dimensions :	Approx. 550m x 150m
Area :	Approx. 8.21 ha

	Issued Lease	Low Water Mark
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Chart No.	4396	
Disclaimer This map should not be used for navigation or legal purposes. It is intended for general reference use only.		
		MIK-104D-MAY-2016



Aquaculture Site 1040	<p>Centre Lat 44° 40' 07.20" Long -66° 43' 16.74" Corner 1 Lat 44° 40' 05.76" Long -66° 43' 29.62" Corner 2 Lat 44° 40' 12.78" Long -66° 43' 06.60" Corner 3 Lat 44° 40' 08.34" Long -66° 43' 03.90" Corner 4 Lat 44° 40' 01.32" Long -66° 43' 26.88"</p> <p style="text-align: center;">DATUM NAD 83 The above coordinates are not from a legal survey</p>
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Application Information		Chart No.		Disclaimer	
Proponent : Kelly Cove Salmon Ltd. Site Location : Annapolis Basin Dimensions : Approx. 550m x 150m Area : Approx. 8.21 ha		4396		This map should not be used for navigation or legal purposes. It is intended for general reference use only.	
				MK-1040-MAY-2016	

Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

There are no undertakings required of the Licencee.

AMENDMENT TO LICENCE

THIS INDENTURE made in duplicate the 21st 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 -

KELLY COVE SALMON LTD.

874 Main Street
Black's Harbour, NB
E5H 1E6

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 amend existing aquaculture licenses and aquaculture leases;

AND WHEREAS pursuant to the Act the Licencee was issued Aquaculture Licence No. 1040 on August 15, 2016 for a term of ten years from May 16, 2016 to May 16, 2026, authorizing the Marine Cage cultivation of Atlantic Salmon (*Salmo salar*).

AND WHEREAS the Licencee is desirous of amending Licence No. 1040 to permit the Marine Cage cultivation of Lump fish (*Cyclopterus lumpus*), subject to whatever undertakings are prescribed by the Administrator;

AND WHEREAS the Administrator consents to amend Licence No. 1040 to permit the cultivation of Lump fish (*Cyclopterus lumpus*);

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. 1040 is hereby amended by adding thereto "and Lump fish (*Cyclopterus lumpus*)" at the end of clause 1.
2. Except as expressly amended herein Licence No. 1040 shall continue in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

SIGNED, SEALED AND DELIVERED)
in the presence of)

HER MAJESTY THE QUEEN
in right of the Province of Nova Scotia, as
represented by the Administrator, Nova Scotia
Department of Fisheries and Aquaculture

W [REDACTED]

[REDACTED])
Administrator, Nova Scotia Department)
of Fisheries and Aquaculture)



W [REDACTED]

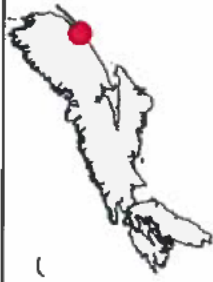
Kelly Cove Salmon Ltd.
Per: [REDACTED]

~~GLENN COOKE,~~
~~vice-President~~

Kris Nicholls
Chief Operating Officer



SCHEDULE A



Aquaculture Site

1040

Corner	Latitude	Longitude
1	44° 40' 5.700"	-65° 43' 29.520"
2	44° 40' 12.790"	-65° 43' 0.600"
3	44° 40' 8.340"	-65° 43' 3.900"
4	44° 40' 1.320"	-65° 43' 26.880"
Centre	44° 40' 6.982"	-65° 43' 16.933"

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
Kelly Cove Salmon Ltd.	Annapolis	Annapolis Basin	8.21	Finfish	Suspended Culture	4396

Amendment Application
 Other Issued Lease
 Other Proposed Application
 Issued Experimental



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Date: 2023-05-16 Created By: MK

SCHEDULE A

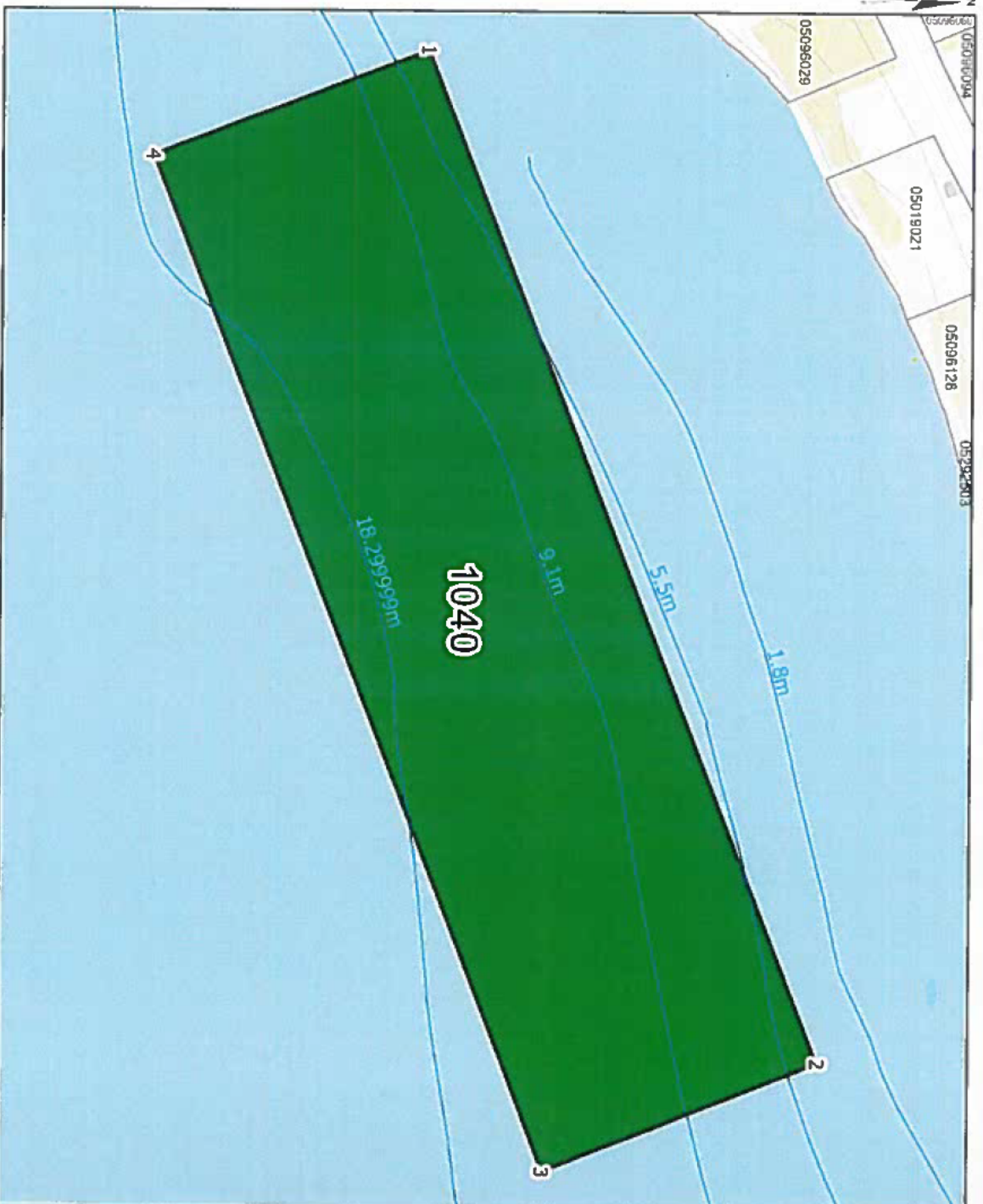


Aquaculture Site

1040

Corner	Latitude	Longitude
1	44° 40' 5.780"	-65° 43' 29.520"
2	44° 40' 12.780"	-65° 43' 6.500"
3	44° 40' 8.340"	-65° 43' 3.900"
4	44° 40' 1.320"	-65° 43' 26.880"
Centre	44° 40' 6.982"	-65° 43' 16.633"

DATUM NAD 83 CSRS UTM Zone 20
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License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Kelly Cove Salmon Ltd.	Annapolis	Annapolis Basin	8.21	Finfish	Suspended Culture	4396

- Amendment Application
- Other Issued Lease



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Data: 2023-05-16
Created By: MK