

This licence made in duplicate this 8th day of June, 2020.

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 -

3051802 NOVA SCOTIA LIMITED
15 Tower Road
Millbrook, NS
B6L 1V6

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 the Licencee wishes to conduct landbased aquaculture in the Province;

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*) and Rainbow trout (*Oncorhynchus mykiss*) at a landbased facility located in Millbrook, Colchester 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 20th day of May 2020 to the 20th day of May 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 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.


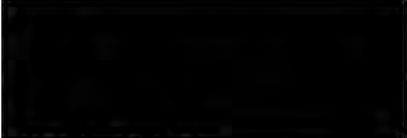

SIGNED, SEALED AND DELIVERED
in the presence of



Witness 



Witness 

) **HER MAJESTY THE QUEEN**
) in right of the Province of Nova Scotia, as
) represented by the Administrator, Nova Scotia
) Department of Fisheries and Aquaculture
)
)
)
)
)
)
) 
) _____
) Administrator - Nova Scotia Department
) of Fisheries and Aquaculture
)
) **3051802 NOVA SCOTIA LIMITED**
) Per:
)
) 
) _____ 
) Robert Gloade

David F. English
Barrister of the Supreme Court of Nova Scotia

SCHEDULE A

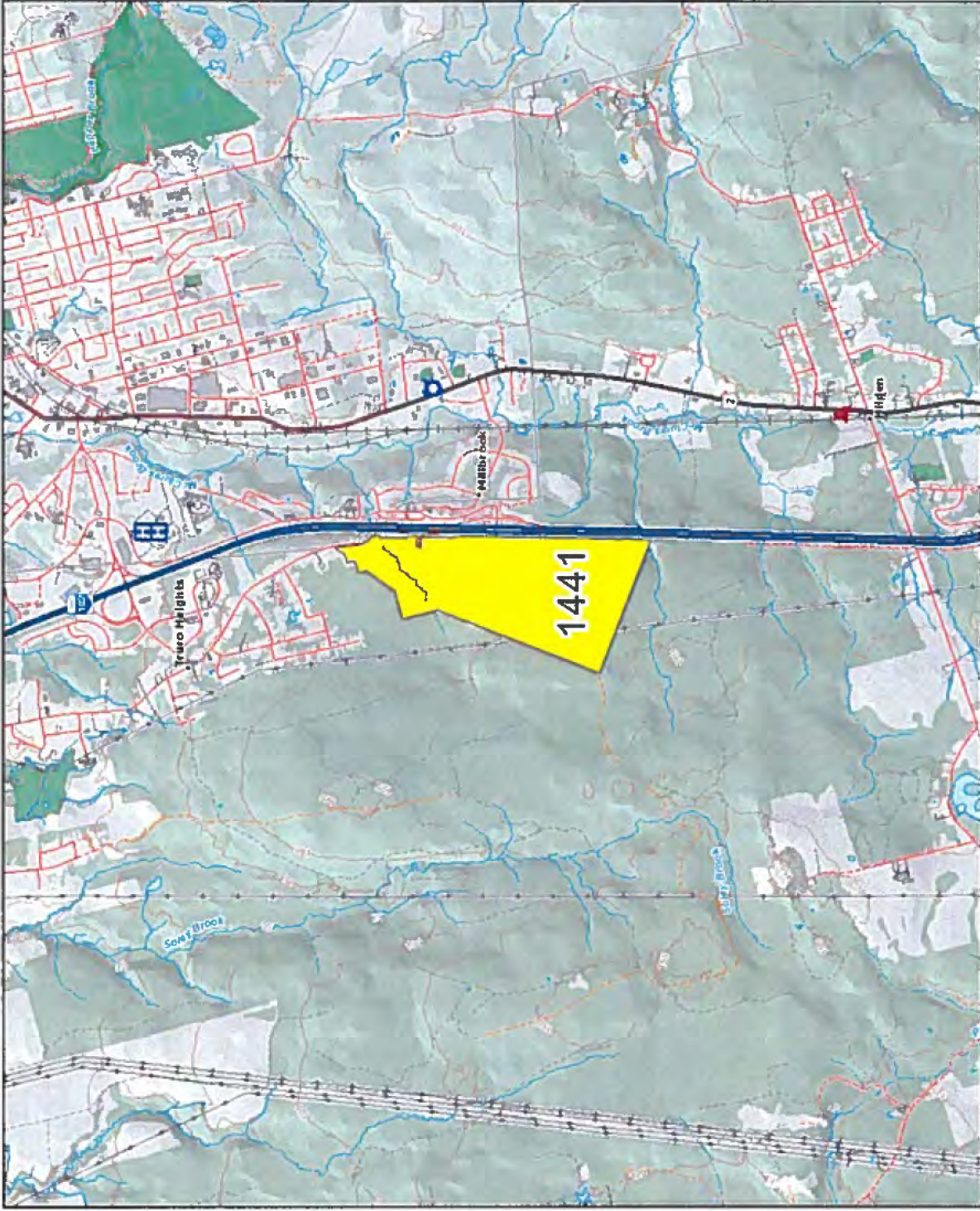


Aquaculture Site

1441

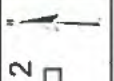
Latitude 45° 19' 45.941" Longitude -63° 18' 26.299"

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



Licence Holder **3051802 Nova Scotia Limited** County **Colchester** 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.
Date: 2020-02-11 Created By: MK

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

SCHEDULE A

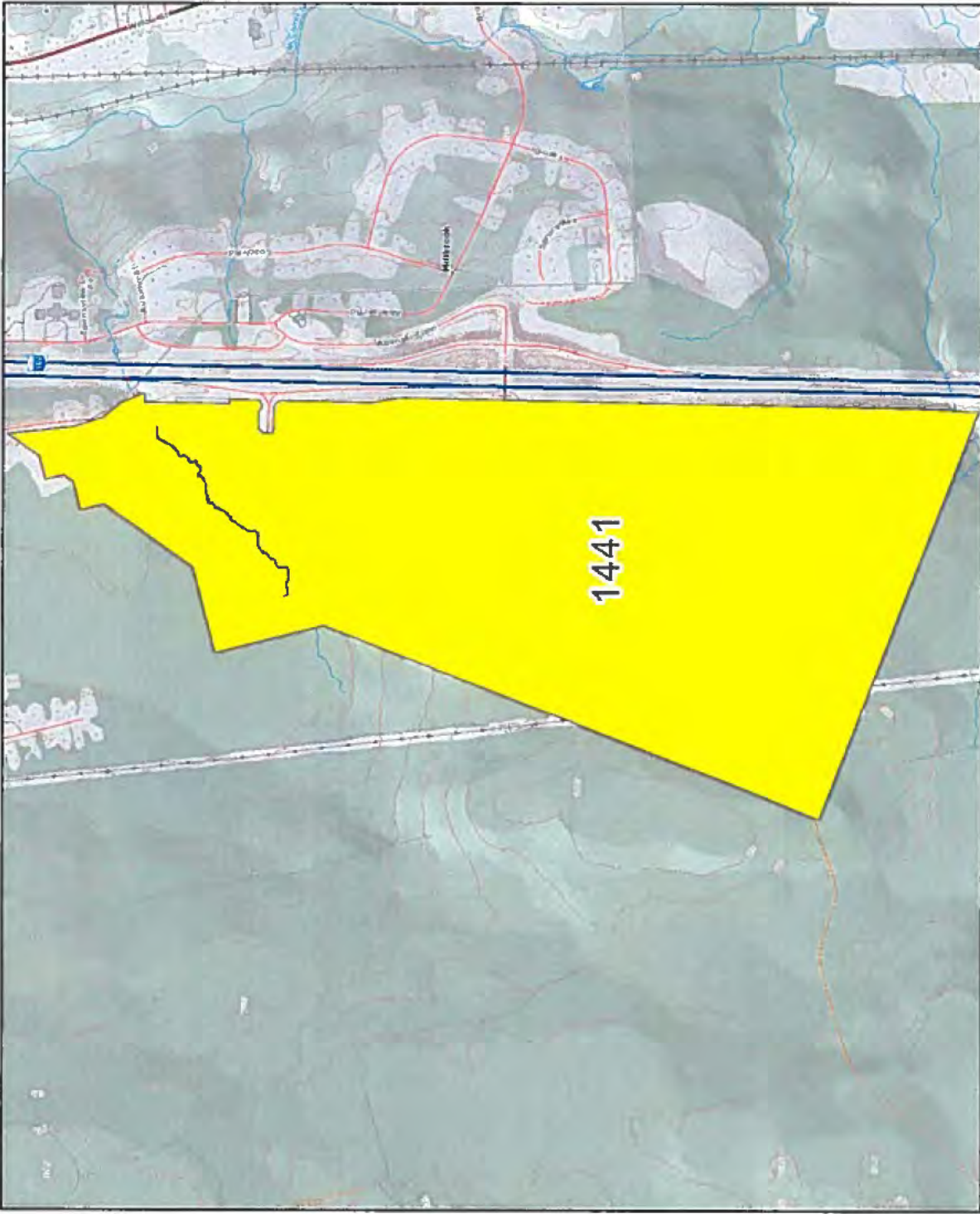


Aquaculture Site

1441

Latitude	Longitude
45° 19' 45.941"	-63° 18' 26.299"

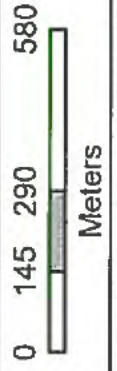
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Licence Holder County Species Type

3051802 Nova Scotia Limited Colchester Finfish

- Proposed Land Based Facility
- Other Land Based Facility



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Indian and Northern Affairs Canada

Affaires indiennes et du Nord Canada

Indian and Northern Affairs Canada
Application for Registration

Affaires indiennes et du Nord Canada
Demande d'enregistrement

Send Two Copies to:

Envoyer deux copies à:

Indian and Northern Affairs
Indian Lands Registry
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Registrar of Indian Lands

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Le registraire des terres indiennes

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the Indian Act, in the appropriate register of the Indian Land Registry.

La/Le soussigné(e) demande par le présente que le document dont les détails sont indiqués ci-dessous, soit inscrit conformément à la loi sur les Indiens dans le Registre des terres indiennes concerné.

Registration # / # au registre	Received Date / Date au registre	Regional File # / # de dossier régional
6059802		5843-06059-288

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT	
Grantor / Cédant	
Name / Nom Crown Canada	
Grantee / Cessionnaire	
Name / Nom 3213312 Nova Scotia Limited	

Instrument Type / Type de document: Sub Lease NEA Q2p
 Instrument Date / Date du document: 2011/04/10
 Purpose / Objet: COMMERCIAL
 Remarks / Remarques: sublease for lot 288

LAND DESCRIPTION / DESCRIPTION DE LA TERRE	
Province: <u>NOVA SCOTIA</u>	
Reserve Name / Nom de la réserve: <u>06059 - MILLBROOK 27</u>	
Legal Description - Land Affected / Description Légal - Terre: <u>LOT 288 Regional Survey AtlanSc 2004-004R</u>	

List of Supporting documentation (must be attached to document or a registration number quoted) / Liste des documents de support annexés (doivent être attachés ou cités un numéro d'enregistrement):		
Other	sublease consent agreement	03/05/2011 2:47:37PM
Other	Application for use of land within an Indian Reserve	03/06/2011 2:48:05PM
Other	Sublease	03/08/2011 2:48:28PM
Other	Band Council Resolution LED-11-027-007	03/06/2011 2:49:08PM

Applicant Email: _____ Band Email: _____
 Signature of Applicant: _____ Tel. # of Applicant: _____ email: _____ Date: Jan. 31/11
 Signature du requérant: _____ # Tél. du requérant: _____ courriel: _____

Return To:
 Baro McFadden
 PO BOX 180,
 40 HAVELOCK STREET
 AMHERST, NOVA SCOTIA
 B4H 3Z3

Registration Number / Numéro d'enregistrement: 605169102
 Registration Date / Date d'enregistrement: 2011-06-13 and Time / et heure: 9:56 AM
 Signature of Registration Office / Signature de l'officier d'enregistrement: _____ Date: 2011-06-13



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

**Indian and Northern Affairs Canada
Application for Registration**

**Affaires indiennes et du Nord Canada
Demande d'enregistrement**

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Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Registrar of Indian Lands

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Le registre des terres indiennes

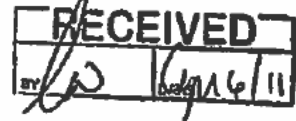
Comments / Commentaires:

Reason for rejection / Raison du rejet

Signature of Registration Office / Signature de l'officier d'enregistrement

Date

SUBLEASE CONSENT AGREEMENT



This agreement is effective as of September 1, 2011.

BETWEEN:

HER MAJESTY IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, 40 Havelock Street, Amherst, NS B4H 3Z3

(the "Minister")

AND:

3233312 NOVA SCOTIA LIMITED, a body corporate, incorporated under the laws of the Province of Nova Scotia

(the "Sublessee").

BACKGROUND:

- A. At the request and with the consent of the Millbrook Band (the "Band"), the Minister leased certain lands in Millbrook Indian Reserve No. 27 to the Lessee, dated September 1, 2010 (the "Lease") and registered in the Indian Lands Registry under No. 6056102;
- B. The Lessee wishes to grant a sublease (the "Sublease") to the Sublessee, which Sublease is attached as a schedule to this consent agreement; and
- C. Under section 7.2 of the Lease, the Sublease is not valid unless the Minister has provided prior written consent to it.

NOW THEREFORE, in consideration of the Minister's consent, the parties agree to the following:

- 1. **General**
 - 1.1 Any terms not defined in this agreement but defined in the Lease have the same meanings that are given to them in the Lease.
 - 1.2 This agreement will enure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors, representatives, and assigns.
- 2. **Minister's Consent**
 - 2.1 The Minister consents to the Sublease on the terms of this agreement.
 - 2.2 The Minister's consent will not be deemed to be approval by the Minister of the form or any of the terms of the Sublease, but only to effect the sublease of the Lessee's right and interest in the subleased premises as required by the Lease.

- 2.3 The Minister's consent will not ensure that the Sublease can be registered in the Registry or the provincial land title office.
3. **Covenants of the Sublessee**
- 3.1 Despite the Minister's consent to the Sublease, the Sublease is not valid unless:
- 3.1.1 it ends before the last day of the Term;
 - 3.1.2 it expressly terminates upon the early termination of the Lease;
 - 3.1.3 it is expressly subject and subordinate to the Lease and to the rights of the Minister under the Lease;
 - 3.1.4 it is consistent with the terms of the Lease and will not cause the Lessee to breach a term of the Lease;
 - 3.1.5 it is registered in the Registry;
 - 3.1.6 it expressly provides that the Sublessee will not in any way use the subleased portion of the Premises for a Project until the Sublessee, at its own expense, has obtained consent from the Minister to proceed with such Project, such consent to be granted in compliance with the environmental review process set out in the Lease; and
 - 3.1.7 it expressly provides that the Minister and the Minister's officials, employees, servants, agents, contractors, and subcontractors may enter the subleased lands at any time during reasonable hours for the purpose of ensuring the implementation referred to in subsection 7.2.6 of the Lease.
- 3.2 If the Minister determines that a Project of the Sublessee should not proceed under the environmental review process established in the Lease, then the Minister is in no way responsible to the Sublessee for the inability of the Sublessee to use the Premises as anticipated, or otherwise; the Sublessee releases the Minister from any such liability.
- 3.3 Without limiting section 3.1.2, the Sublessee waives any statutory or common law rights that it may have allowing the Sublessee to keep the unexpired term of the Sublease or remain in occupation of any part of the Premises if the Lease ends before the expiration of the Term.
- 3.4 The Sublessee represents and warrants to the Minister that the person or persons signing this agreement on the Sublessee's behalf have the authority to bind the Sublessee to this agreement.
4. **No Representations**
- 4.1 Notwithstanding anything else contained in this agreement, the Sublessee confirms that neither the Minister nor the Minister's officials, employees, servants, agents, contractors, subcontractors, the Band, the Band Council, or any member of the Band have made any

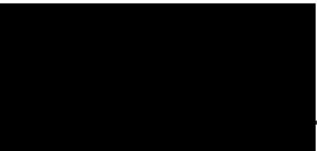
representations or warranties with respect to the terms of the Lease, the terms of the Sublease, the suitability of the sublease premises for any particular use, or the condition of the Premises (including, without limitation, compliance of the Premises with any Laws or the presence of Contaminants in, on, or under the Premises);

4.2 the Sublessee has not relied on any such Person in regard to section 4.1.


IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

EXECUTED in the presence of:

-) HER MAJESTY IN RIGHT OF CANADA,
-) as represented by the Minister of Indian
-) Affairs and Northern Development

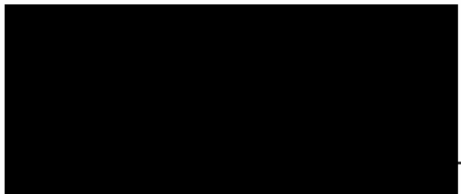


As to the signature of the Minister's representative


-)  Date April 6/11
-) ~~Belinda Smith~~ LARRY PARDY
-) ~~Director~~ MANAGER
-) Lands and Economic Development
-) Atlantic Region

EXECUTED in the presence of:

-) 3233312 NOVA SCOTIA LIMITED



As to 3233312 Nova Scotia Limited authorized signatory

-)  Date April 20/11
-) NAME: BLOND JOHANSON
-) BARRY GLOADE
-) TITLE: DIRECTORS

APPLICATION FOR USE OF LAND
WITHIN AN INDIAN RESERVE
To be Completed by the Applicant



1. Name of Applicant in Full: 3233312 Nova Scotia Limited
2. Company Name (if applicable): 3233312 Nova Scotia Limited
3. Address: 820 Willow Street, Truro, Nova Scotia
B2N 5E5
4. Company Number (if applicable): 3233312
5. Telephone Numbers Residence: N/A
 Business: (902) 897-9199
6. Directors & Officers of the Company:
 (if applicable) Chief Lawrence Paul - Director
Barry Gloade - Director
Lloyd Johnson - Director and President
Alex Cope - Director and Secretary/Treasurer
7. Applicant's Occupation: N/A
8. Employer's Name: N/A
9. Address: N/A
10. Number of Years with Employer: N/A

Property Applied For:

1. Band Name: Millbrook Band
2. Reserve Name and No.: Millbrook Reserve No. 27
3. Purpose: Commercial
(residential, cottage, commercial, industrial, agricultural, R/W, etc.)
4. Description of Land: Lot 288. Plan RSATL 2004-004R
5. Commencement Date of Lease or Permit: Effective September 1, 2010
6. Duration of Lease or Permit: Term: ten (10) years with automatic five year renewals to a maximum of forty-five (45) years less one day. The lease terminates upon the ceasing of the operation of the Aquiculture facility by the LLP (to be incorporated) of which the Lessee is to be a partner, or as otherwise set forth in the lease agreement.
7. Rental Amount Offered: Each year within 30 days of the fiscal year end of the LLP: one quarter (1/4) of the yearly net profit received by the Lessee under the LLP (Limited Liability Partnership) of which it is a partner.

WHEREBY CONSENT TO HAVING THE DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA CONDUCT, OR CAUSE TO BE CONDUCTED, A PERSONAL CREDIT INVESTIGATION.

Dated at Millbrook this day of 19 June, 2011

WITNESS:  3233312 NOVA SCOTIA LIMITED
Per: 
Per: 

RECEIVED
[Signature] 4/6/11

THIS SUBLEASE made this
of September 1, 2010.

18th day of April

, 2011, effective as

BETWEEN:

3051802 Nova Scotia Limited, a body corporate, incorporated under the laws of the Province of Nova Scotia,

(the "Sublandlord")

AND:

3233312 Nova Scotia Limited, a body corporate, incorporated under the laws of the Province of Nova Scotia,

(the "Sublessee")

RECITALS:

- A. At the request and with the consent of the Millbrook Band (the "Band"), the Minister leased certain lands in Millbrook Indian Reserve No. 27 to the Sublandlord as lessee with [redacted] and [redacted] as Locatces consenting thereto by lease dated APRIL 6, 2011, effective September 1, 2010 and registered in the Indian Lands Registry under Number 6056102 (the "Lease");
- B. The Sublandlord has provided to the Sublessee a true copy of the Lease;
- C. At the request of the Sublessee and with the consent of the Minister and the Band, the Sublandlord and Sublessee have agreed to enter into this Sublease on the terms hereinafter set forth to the intent that the Sublandlord shall lease to the Sublessee the Premises for the Term of the Lease, less one day, together with the right of additional extensions under the Lease.
- D. In this Sublease, "Aquaculture Facility Premises" means that portion of the Premises shown on the plan attached hereto as Figure No. "A" including the building housing the existing aquaculture facility and improvements erected thereon together with the right for the Sublessee and its permittees, in common with others entitled thereto, to pass and repass over, across and upon the roads servicing the Premises and to park in the parking lot situate thereon.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

1. Grant of Sublease

Subject to the terms and conditions of the Head Lease, the Sublandlord leases the Aquaculture Facility Premises to the Sublessee for the Term of the Lease as outlined in

2299228.95 [Signature]

Section 2.1.1 of the Lease, less one day, together with all rights of renewal as provided herein and which constitutes, collectively, the "Sublease Term".

2. Grant of Additional Extensions

The Sublandlord grants to the Sublessee the extension options accorded pursuant to Section 4.1.3 of the Lease to extend the Sublease Term and the Base Rent shall be as determined in accordance with Section 4 of the Lease.

It is mutually agreed that the Sublessee shall be deemed to have exercised its option to extend the Term, in accordance with the provisions hereof, unless nine (9) months prior to the expiration of the Term, or the extension term, as the case may be, the Sublessee shall have given to the Sublandlord notice, in writing, of the intention of the Sublessee to terminate the tenancy at the expiration of the Term or the extension term, as the case may be.

For greater certainty, the Sublessee acknowledges that the Sublease terminates upon the early termination of the Lease.

3. Sublessee's Covenants

The Sublessee covenants with the Sublandlord to perform or cause to be performed all of the covenants of the Sublandlord as Lessee under the Lease relating to the Premises, including, without limitation, the following:

- (a) to pay the Rent as provided in the Lease in respect of the Aquaculture Facility Premises, as well as any taxes imposed thereon, but excluding the obligations of the Sublandlord as to Rent payable as Lessee under the Lease (the obligations of the Sublessee in that respect being the payment of Rent for the Aquaculture Facility Premises as provided herein). Notwithstanding the foregoing, the Sublandlord requests and authorizes the Sublessee to pay, directly, the aforesaid Rent to the Lessor and hereby renounces the requirement to otherwise require such payments from the Sublessee;
- (b) to pay the costs of any special or additional services in respect of the Aquaculture Facility Premises;
- (c) to perform the Lessee's repairs therein;
- (d) not to do or omit to be done any act or thing upon the Aquaculture Facility Premises which would cause a breach of any of the Sublandlord's obligations as Lessee under the Lease;
- (e) at its own expense, to repair and maintain and keep the Aquaculture Facility Premises and every part thereof and improvements placed therein in good order and condition, and promptly make all needed repairs and replacements in accordance with the terms of the Lease;

- (f) not to assign, sublet or part with or share possession of any part of the Aquaculture Facility Premises or allow the same to be used or occupied by any persons other than the Sublessee without the prior consent in writing of the Sublandlord, which consent may not be unreasonably withheld, and of the Lessor in accordance with the provisions of the Lease;
- (g) at all times during the Sublease Term to occupy the Aquaculture Facility Premises in a tenant-like manner;
- (h) not to use the Aquaculture Facility Premises for any purpose other than as provided in Section 5;
- (i) save as provided for in the Lease, not to make any installations or alterations to the Aquaculture Facility Premises without the prior approval in writing of the Sublandlord;
- (j) to take out and keep in force during the Sublease Term such insurance policies in respect of the Aquaculture Facility Premises as shall comply with the obligations of the Sublandlord as Lessee under the Lease, and shall be subject to the same obligations and the same limitations of liability with respect to damage, loss or injury as are set out in the Lease. The Sublessee shall name the Sublandlord and the Lessor as additional insureds, as their interests may appear, in such insurance policies. The Sublessee shall provide, on execution of this Sublease, certificates of its insurance policies to the Sublandlord and the Lessor and shall throughout the Sublease Term, provide evidence of renewal or replacement of same;
- (k) to pay as and when they fall due all taxes and rates charged in connection with the occupancy of the Aquaculture Facility Premises or assessed or levied in respect of any business or other activity carried on upon the Aquaculture Facility Premises or in respect of the Sublessee's Trade Fixtures and to indemnify and reimburse the Sublandlord upon demand for any of such taxes which may be assessed to and payable by or paid by the Sublandlord;
- (l) at the end of the Sublease Term or earlier termination thereof, the Sublessee shall surrender and yield up the Aquaculture Facility Premises in such state as the Sublandlord is required to surrender and yield up the Premises at the end of the Term of the Lease;
- (m) the Lessor and the Lessor's officials, employees, servants, agents, contractors and subcontractors may enter the Aquaculture Facility Premises at any time during reasonable hours for the purpose of ensuring the implementation referred to in Subsection 7.2.6 of the Lease; and
- (n) to release and hold harmless the Sublandlord from and against all liability arising out of the Sublessee's operations from the Aquaculture Facility Premises and against all liability for any loss or damage to the Sublandlord, its property or improvements, by oversight, fault, or any other cause whatsoever.

4. **Sublandlord Covenants**

The Sublandlord covenants with the Sublessee as follows (subject always to compliance by the Sublessee of its obligations under this Sublease):

- (a) The Sublessee, upon paying the Rent, shall and may peaceably enjoy and possess the Aquaculture Facility Premises for the Sublease Term, without any interruption or disturbance from the Sublandlord, or any other person or persons lawfully claiming by, from or under it; and
- (b) To perform all of its obligations to the Lessor set forth in the Lease.

5. **Use**

The Sublessee covenants with the Sublandlord as follows:

- (a) The Sublessee will not use the Aquaculture Facility Premises for any purposes except for the operation and management of an aquaculture facility in the production, promotion, marketing, sale and distribution of fish and fish by-products, and other uses ancillary to those purposes; and
- (b) The Sublessee will not in any way use the Aquaculture Facility Premises for a Project until the Sublessee, at its own expense, has obtained consent from the Lessor to proceed with such Project, such consent to be granted in compliance with the environmental review process set out in the Lease.

6. **Application of Lease**

The parties hereto acknowledge and agree as follows:

- (a) the Sublessee acknowledges and agrees that this Sublease is subject to and subordinate to the terms of the Lease and the Sublessee is subject to all the rights and privileges of the Lessor under the Lease in the same manner and to the same extent as the Sublandlord, except as provided herein;
- (b) except as herein expressly provided, or as modified by the provisions of this Sublease, all terms, conditions, covenants and agreements contained in the Lease shall apply to and be binding upon the parties hereto, and their respective successors and permitted assigns, the appropriate changes of reference being deemed to have been made (that is, every reference therein to "Lessor" being changed on such incorporation to a reference to the Sublandlord, every reference to the "Lessee" being changed on such incorporation to a reference to the Sublessee, where the context requires), with the intent that such provisions shall govern the relationship in respect of such matters as between the Sublandlord and the Sublessee;
- (c) capitalized words not otherwise defined herein shall have the meaning ascribed to them in the Lease.

- (d) whenever, under the terms of the Lease, the consent or approval of the Lessor is required, the Sublessee shall be required to obtain the consent or the approval of both the Lessor and Sublandlord.

7. Entire Agreement and "As Is".

This Sublease constitutes the entire agreement between the Sublandlord and the Sublessee and supersedes all prior negotiations, representations, and agreements between the parties relating in any way to the Premises. The Sublessee accepts the Aquaculture Facility Premises in its current condition "as is where is". The parties agree that there are no representations, covenants, agreements, warranties, or conditions in any way relating to the subject matter of this Sublease or the occupation or use of the Aquaculture Facility Premises, whether express or implied, or otherwise, except as set forth in this Sublease.

8. Confidentiality.

The Sublandlord and Sublessee agree that the contents of this Sublease are to be kept confidential and that neither will disclose the terms hereof, including the financial terms, to any other party, except as required in the ordinary course of their business either party may (a) disclose such information to its auditors, consultants, financiers and professional advisors subject to an obligation on such parties to also respect such confidentiality and (b) include such information in any prospectus, offering memorandum, or other public market or continuous disclosure document to the extent reasonably required and in keeping with normal market practices.

9. Waiver.

No waiver by the Sublandlord of a condition or the performance of an obligation of the Sublessee hereunder binds the Sublandlord unless in writing and executed by it, and no waiver given by the Sublandlord will constitute a waiver of any other condition or performance by the Sublessee of its obligations hereunder in any other case.

10. Notice.

- (a) Any written notice or demand to be given to the Sublessee by the Sublandlord pursuant to this Sublease shall be served upon the Sublandlord by registered mail or by courier service or facsimile transmission (delivery confirmed) or electronic mail to the Sublandlord:

Attention: [REDACTED] Millbrook First Nation Band Administrator
Address: [REDACTED]
Facsimile: [REDACTED]
Email: [REDACTED]

or to the address as designated by the Sublandlord from time to time, in writing.

- (b) Any written notice or demand to be given by the Sublandlord to the Sublessee pursuant to this Sublease shall be served upon the Sublandlord by registered mail

or by courier service or facsimile transmission (delivery confirmed) or electronic mail to the Sublandlord:

Attention: [REDACTED] Millbrook First Nation Band Administrator
Address: [REDACTED]
Facsimile: [REDACTED]
Email: [REDACTED]

or to the Sublessee at such other address as the Sublessee may designate from time to time, in writing.

- (c) Any notice served hereunder by registered mail or by courier service shall, except for delays caused by interruption of postal or courier service through strikes or lockouts, be deemed delivered on the second business day following mailing or delivery to the courier service or if delivered by facsimile transmission on the first business day following transmission.

11. Governing Law.

This Sublease shall be governed by and interpreted in accordance with laws of the Province of Nova Scotia. The parties agree that the courts of such Province shall have jurisdiction determining matters arising hereunder, except to the extent, if any, expressly provided to the contrary herein, and the parties hereby attorn to the jurisdiction of the courts of such Province.

12. Further Assurances.

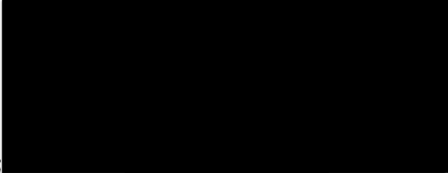

Each party agrees to execute such further assurances as may be reasonably required from time to time by any other party to more fully effect the true intent of this Sublease.

13. Successors and Assigns.



Except as otherwise provided herein, all of the rights and obligations of a party enure to the benefit of and are binding upon the successors and assigns of that party.

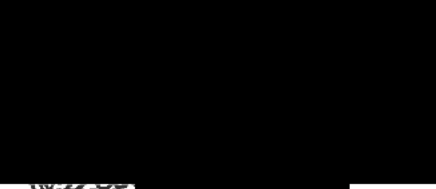
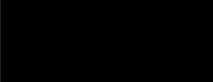
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties have duly executed this Sublease as of the date set out above.




Witness 

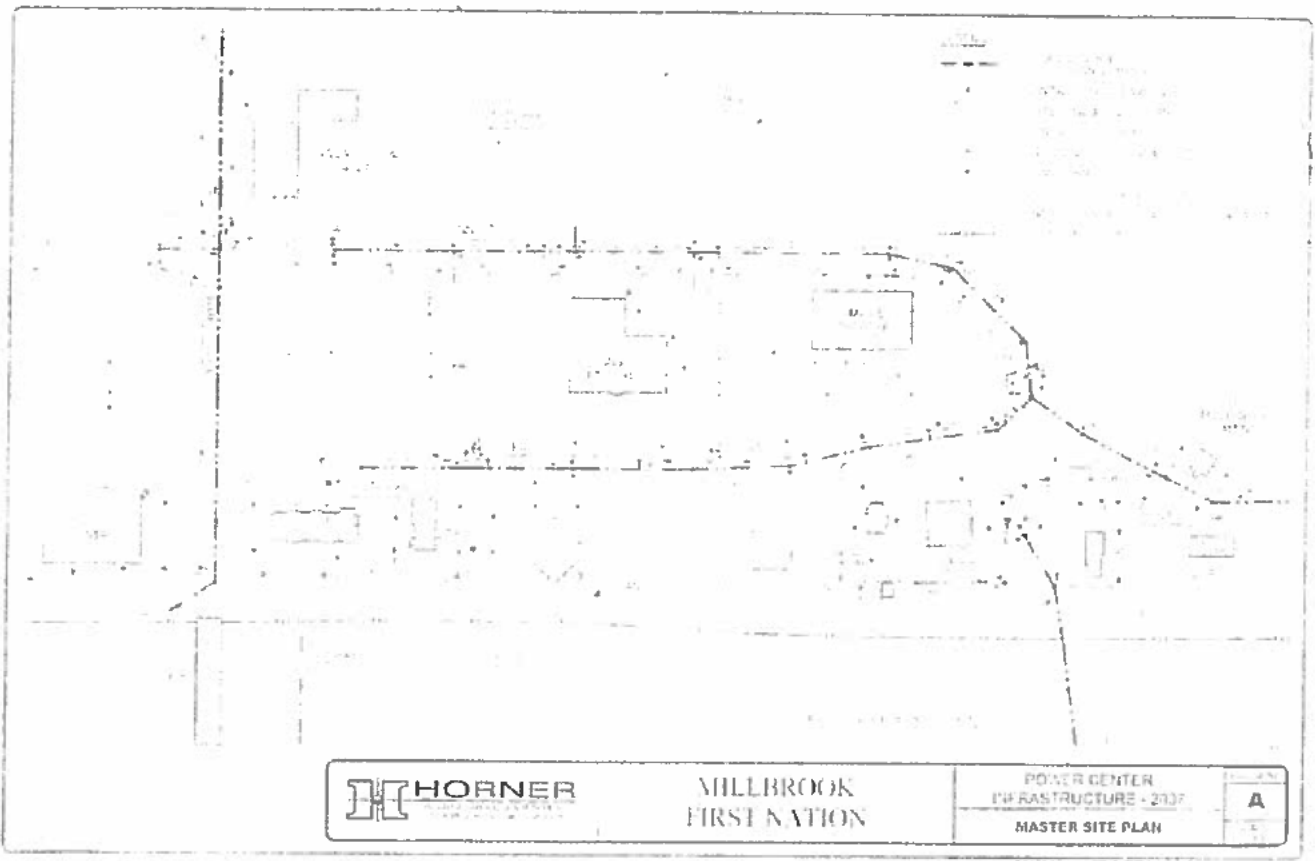
3051802 NOVA SCOTIA LIMITED


Per: 
Name: *BARRY GLOADE
LLOYD JOHNSON*
Title: *DIRECTORS*
I/We have authority to bind the Corporation


Witness 

3233312 NOVA SCOTIA LIMITED


Per: 
Name: *BARRY GLOADE
LLOYD JOHNSON*
Title: *DIRECTORS*
I/We have authority to bind the Corporation



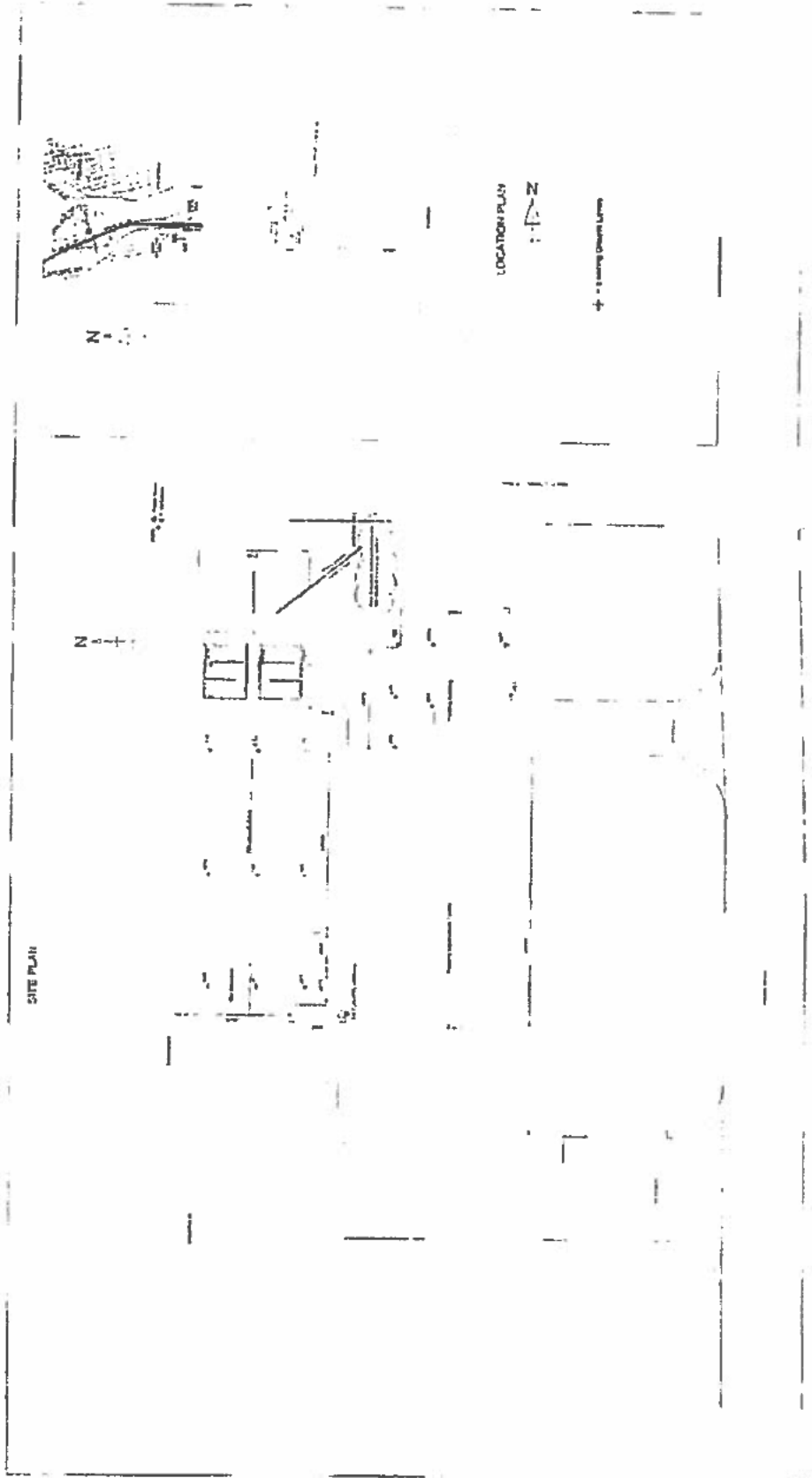
HORNER
ARCHITECTURE & ENGINEERING

MILLBROOK
 FIRST NATION

POWER CENTER
 INFRASTRUCTURE - 2037

MASTER SITE PLAN

A



<p>AATech ARCHITECTURAL ASSOCIATES 1000 N. 10th Street Suite 100 Phoenix, AZ 85006 Phone: (602) 254-1111 Fax: (602) 254-1112 Email: aatech@aatech.com</p>	
<p>Project No. 00-0000-0000 Date: 10/10/00 Drawing No. 00-0000-0000-0000</p>	<p>Scale: 1/8" = 1'-0" Date: 10/10/00 Drawing No. 00-0000-0000-0000</p>
<p>Client: [Redacted] Project: [Redacted] Site: [Redacted]</p>	<p>Architect: [Redacted] Engineer: [Redacted] Designer: [Redacted]</p>
<p>Notes: 1. See [Redacted] for [Redacted] 2. See [Redacted] for [Redacted]</p>	



P.O. Box 634
 Truro, Nova Scotia
 B2N 6E5
 Telephone: (902) 697-9199
 Fax: (902) 693-4784

**BAND COUNCIL RESOLUTION
 RESOLUTION DE CONSEIL DE BANDE**

RECEIVED
 [Signature]

Circular No. - if relevant
 No. de circulaire - si de référence de conseil
LEP-11-027-007

NOTE: The words "Nova Scotia Band Council" "Conseil de bande" whichever is the case, must appear in all resolutions requesting expenditures from Band Funds. NOT A
 Les mots "des fonds de bande" "conseil" ou "conseil" whichever is the case must appear in all resolutions passed on the expenses of the funds of the bands.

The Council of the Le conseil de la bande indienne	Millbrook Band	Current Capital (Balance de fonds de capital)	
Agency District		Committed Engage	
Province	Nova Scotia	Current Revenue Balance Solde de revenus	
Place		Committed Engage	
Name of Parcel	Millbrook		
Date	8th March 2011		
Day - Jour	March - Mars	Year - Année	2011

DO NOT WRITE IN THESE SPACES
 NE PAS ÉCRIRE DANS CES ESPACES

RESOLUTION AND CONSENT-Sublease lot 288, plan 2004-004R, RSATL

Therefore be it resolved: Upon motion duly made and passed at a duly convened Band Council meeting of the Millbrook Band, the Council of the Millbrook Band do hereby resolve and consent to the granting of a sublease by 3051802 Nova Scotia limited, (a Band owned corporation), to 3233312 Nova Scotia Limited, (a Band owned corporation), of lot 288, plan 2004-004R under terms and conditions similar to those as set forth in the Sublease attached hereto as Schedule "A".

A quorum for this Band
 Pour cette bande le quorum est

Consists of **5**
 Est de

Council Members
 Membres du Conseil

[Redacted signatures and names of Council Members]

FOR DEPARTMENTAL USE ONLY - RÉSERVE AU MINISTÈRE	
1. Band Fund Code Code de fonds de bande	2. Computer System - Système informatique
A. Capital	B. Revenue - Revenu B.
C. Expenditure - Dépense	D. Reserve - Réserve
1. Approved - Approuvé	2. Approved - Approuvé
[Signature] Approving Officer - Approuvé par	[Signature] Date

Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

There are no undertakings required of the Licencee.