

This licence made in duplicate this 25th day of September, 2025,

BETWEEN:

HIS MAJESTY THE KING, in right of the Province of Nova Scotia, as represented in this behalf 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 -

THE OLD MILLER TROUT FARM

P.O. Box 610
MARGAREE FORKS, NS
B0E 2A0

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 renew aquaculture licences;

AND WHEREAS pursuant to the Act the Licensee was issued Aquaculture License No. 0188 on May 30, 2016, for a term of ten years from September 18, 2015 to September 18, 2025;

AND WHEREAS the Licensee wishes to renew aquaculture License No. 0188;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Administrator hereby grants to the Licensee a licence to use a property located at 408 Doyles Road, Margaree Forks, Inverness County, more particularly described in Schedule "A" attached to and forming part of this Agreement (that property, the "site") for the U-Fish cultivation of Rainbow trout (*Oncorhynchus mykiss*) and Brook trout (*Salvelinus fontinalis*).
2. The term of this licence shall be for ten years from September 19, 2025, to September 18, 2035, with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Licensee 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 licence, and the Licensee 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 Licensee is responsible for confirming any undertakings and ensuring compliance with them.
5. The Licensee agrees to comply with any permits, protocols, approvals, licences or permissions (the "licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Licensee 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 Licensee 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 them in accordance with the Regulations.
7. In the event that the Licensee 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 His Majesty the King in right of the Province of Nova Scotia (the "Crown") to claim for damages.
8. The Licensee shall not conduct any aquaculture under authority of this licence until a Farm Management Plan has been approved by the Department of Fisheries and Aquaculture.
9. The Licensee 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.
10. The Licensee shall submit to the Minister of Fisheries and Aquaculture an annual report stating such information as the Minister requires concerning the Licensee's use and the productivity of the site.
11. 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.
12. The Licensee is hereby prohibited from using the site in any way that would interfere with other licensed aquaculture operations.
13. If the Administrator, in their 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 upon reasonable notice without compensation.
14. The Administrator may revoke this licence without advance notice or compensation if the Licensee 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 Licensee fails to perform any of its obligations under this licence, the Minister of Fisheries and Aquaculture may perform them, with the amount of any costs incurred to be a debt due to the Crown by the Licensee and to form a first and prior charge on the aquacultural produce within the site.
16. If the Licensee 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.
17. The Crown shall not be liable for any claims, actions, suits, damages, or costs arising from any injury, including death, or damage to or loss of property, resulting from or arising out of any act or omission of the Licensee, its employees, agents or subcontractors, in conducting or attempting to conduct aquaculture at the site or in otherwise using or accessing the site under authority of this licence.
18. The Licensee shall at all times indemnify and save harmless the Crown, its Ministers, employees and agents from and against all claims, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Licensee, its employees, agents or contractors in conducting or attempting to conduct aquaculture at the site or in otherwise using or accessing the site under authority of this licence.

Schedule "A"
Aquaculture Site No. 0188
(2 pages)

A map of the British Isles, including Great Britain and Ireland. A red dot is placed on the northwest coast of Scotland, indicating the location of the study area.

0188

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



Kilometers

This map should not be used for navigation or legal purposes. It is intended for general reference use only.

Date: 2025-05-15

Province of Nova Scotia, Esri, HERE, Garmin, USGS, METI/NASA, AAFC, NRCan

SCHEDULE A

Aquaculture Site

0188

Latitude	Longitude
46° 18' 38.400"	-61° 4' 34.600"

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



Licence Holder		County	Species Type
Old Miller Trout Farm		Inverness	Finfish
<div><div></div><div>Renewal Application</div></div> <div><div></div><div>Property Boundary</div></div>	<div><div><div>0</div><div>50</div><div>100</div><div>200</div></div><div>Meters</div></div> <div><div><div>N</div><div></div></div></div>		
		<div><div><div><div></div><div>NOVA SCOTIA</div></div><div>Fisheries and Aquaculture</div></div></div>	
		<div><div><div>Disclaimer</div><div>This map should not be used for navigation or legal purposes. It is intended for general reference use only.</div><div>Date: 2025-05-15</div><div>Created By: MK</div></div></div>	

Schedule "B"

This Schedule sets out any undertakings required of the Licensee.

There are no undertakings required of the Licensee.