

**FISHERMEN'S AGREEMENT BETWEEN
ALLIANCE OF COMMUNITIES FOR SUSTAINABLE FISHERIES AND
MONTEREY BAY AQUARIUM RESEARCH INSTITUTE**

THIS FISHERMEN'S AGREEMENT ("this Agreement") dated this 26 day of February, 2007 is made by and between Monterey Bay Aquarium Research Institute, a California non-profit corporation (hereinafter "MBARI"), on the one hand, and the Alliance of Communities for Sustainable Fisheries, a non-profit trade association representing the interests of fishermen in the Monterey Bay National Marine Sanctuary (hereinafter "ACSF") and each individual commercial fisherman licensed to fish in the Monterey Bay who has agreed to the terms of this Agreement by signing this Agreement (hereinafter, individually, "Fisherman", and collectively, "Fishermen"), on the other hand;

WHEREAS, MBARI has obtained approval from the California State Lands Commission, the California Coastal Commission, the Monterey Bay National Marine Sanctuary and the United States Army Corp of Engineers, in addition to other governmental agencies having jurisdiction over the shoreline and Monterey Bay ("the Governmental Agencies"), to construct, install, operate and maintain a scientific research cable in Monterey Bay known as the Monterey Accelerated Research System Cable (hereinafter "the Cable") the construction, installation, operation and maintenance of which is sometimes hereafter referred to as "the Project";

WHEREAS, the construction, installation, and operation of the Cable and the presence on the seabed of uncovered portions of the Cable create a potential conflict with fishing operations by fishermen duly licensed to engage in fishing by State and Federal authorities in Monterey Bay; and

WHEREAS, in accordance with the terms of Paragraph 18 of the Lease dated September 2, 2005 between MBARI and the State of California (the "Lease"), ACSF and MBARI are entering into this Fishermen's Agreement in order to establish an on-going relationship and framework to reduce the risk of conflict between the operation of the Cable and legally-authorized fishing in the area and to provide for compensation to the Fishermen in the event that they lose fishing equipment or gear because of a snag of the Cable by fishing operations.

NOW, THEREFORE, in mutual consideration of the agreements contained herein, MBARI, ACSF, and the Fishermen agree as follows:

1. Installation and Burial of MARS Cable.

MBARI has examined the seafloor and subsurface within reasonable proximity to the approved cable route to determine a cable route which minimizes above-ground exposure of the Cable due to hard ground, rock seabed or other features. The Cable shall be buried to the extent reasonably possible and shall remain buried, except in locations where, due to geophysical constraints, such burial is not feasible. Any length of Cable or cable-crossing which cannot be completely buried shall be identified in "as-built" coordinates provided by MBARI to ACSF and other interested parties. In the course of any repair or maintenance, the Cable shall be reburied to the extent possible to the same depth as originally buried.

2. Broadcasts during Cable Installation

During the time when the Cable is being installed by MBARI, MBARI shall make daily radio broadcast announcements on the local fishermen's emergency radio frequency (or other appropriate frequencies) that provide the current Cable installation location and a toll-free number which can be called for additional information.

3. Notice to Fishermen.

ACSF shall notify all fishermen who are licensed to fish in Monterey Bay of the terms of this Agreement and advise them to sign this Agreement. ACSF shall also provide MBARI with a current list of all fishermen, including their mailing addresses and other contact information, who are licensed to fish in Monterey Bay so that MBARI may distribute the information required under the terms of this Agreement to these fishermen. ACSF shall also provide MBARI with updated list of these fishermen annually thereafter.

4. Post-Installation Information.

Within ninety (90) days after its final acceptance of the Cable as completed, MBARI shall distribute to ACSF and to all fisherman whom ACSF has identified as being licensed to fish in Monterey Bay such written documentation indicating the "as built" Cable coordinates and the Cable's burial depths as is reasonably necessary to show the accurate position and depth of the Cable. MBARI shall also deliver such documentation to the Office of the Moss Landing Harbor Master, the Monterey Bay National Marine Sanctuary office in Monterey, California, and the California Department of Fish and Game's Marine Regional Headquarters in Monterey, California. MBARI shall also maintain copies of such documentation at its office in Moss Landing, California, and shall make such documents available for inspection during its regular business hours.

5. Notice to NOAA and USCG.

Within ninety (90) days after its final acceptance of the Cable as completed, MBARI shall provide such information as is reasonably necessary to NOAA to permit NOAA to show accurately the location and depth of the Cable on navigational charts. However, because such navigation charts are not always updated regularly, MBARI shall also provide such information to the United States Coast Guard by a Local Notice to Mariners so that accurate information about the location of the Cable can be published in the appropriate manner.

6. 24-Hour Telephone Hotline

MBARI shall maintain its existing fully-staffed 24-hour, toll-free telephone hotline and shall provide the hotline telephone number which is 866-830-0169, in writing, to all fishermen whom ACSF has identified as being licensed to fish in Monterey Bay and to any other party who requests the number. MBARI shall also provide its hotline number to NOAA for inclusion on navigational charts, and to the U.S. Coast Guard for inclusion in a Local Notice to Mariners. Should MBARI's hotline number change, MBARI shall notify all who have received the number as herein provided.

MBARI shall have a representative on duty at all times who has the authority, background, and experience to advise fishermen whether their reported position is in the vicinity of the Cable and to direct the fishermen as to what action they should take if their fishing gear appears to have snagged on the Cable.

7. Notice to MBARI

If a Fisherman believes he or she has snagged his or her fishing gear on the Cable or in any way damaged the Cable, he or she shall immediately notify MBARI on the MBARI hotline. Notification shall include advice as to the location of his or her vessel by GPS coordinates at the time of the probable snag or damage. If, due to serious adverse weather conditions or other emergency conditions, the Fisherman is unable immediately to contact MBARI on its hotline, the Fisherman shall note the date, time and location of the actual or suspected snag or damage, and shall thereafter immediately provide notice to MBARI of the actual or suspected snag or injury, as soon as emergency conditions have abated. Upon giving notice to MBARI, the Fisherman shall follow the directions of the MBARI representative and shall cut loose his or her fishing gear if so directed by the representative.

8. Gear Replacement Costs/Claims

After notice by any Fisherman to MBARI on MBARI's hotline, or otherwise the Fisherman gives actual notice of a snag which he or she reasonably believes is caused by the Cable, and if, at MBARI's direction, the Fisherman immediately sacrifices fishing gear which has snagged or damaged the Cable and if the Fisherman has followed the protocol for operating in the proximity of the Cable set forth in Exhibit A to this Agreement and satisfied all the other conditions of paragraph 9 below, MBARI agrees to pay reasonable compensation to such fishermen for loss of its fishing gear and catch.

As provided in paragraph 18 of the Lease, the amount of compensation shall include (a) the actual reasonable retail replacement cost of gear comparable to the sacrificed gear, or the reasonable cost to repair any damaged gear; and (b) the wholesale market value, at the Fisherman's port of destination, of any catch lost with the gear. The parties agree that the amounts set forth in the Table of Compensation in paragraph 9 below shall fully compensate the Fisherman as required under this Agreement and the Lease, and ACSF and the Fishermen hereby waive any claim for any different or additional amount. Under no circumstances will MBARI pay the replacement costs or reimbursement costs provided in this paragraph unless the Fisherman has informed MBARI on its hotline of a snagging of or damage to the Cable or otherwise gives actual notice to MBARI within 24-hours of any actual or suspected Cable snag or damage and has met all the other conditions set forth in paragraph 9 below.

9. Claims Reimbursement

MBARI agrees to pay Fisherman for lost fishing gear and lost catch within 10 days following receipt of a completed claim form (Exhibit B), based on the Table of Compensation below if the following conditions are met:

A. The Fisherman is a signatory to this Agreement.

B. The Fisherman called the 24-hour telephone hotline and at MBARI's direction sacrificed his gear.

C. The Fisherman has followed the protocol for operating in the proximity of the Cable set forth in Exhibit A to this Agreement.

D. In an emergency situation where there was insufficient time to call the 24-hour hotline, the Fisherman sacrificed his gear, reasonably believing his gear was snagged on the Cable and called the 24-hour hotline within 24 hours after the emergency conditions abated.

E. The Fisherman submits a completed claim form (Exhibit B) to MBARI.

F. MBARI has the right to survey the area where the lost gear was dropped and can cover 17 square kilometers in 8 hours. MBARI has 10 days to survey the area following receipt of the Fisherman's claim. If there is no gear found, MBARI has the right to dispute the claim, but must provide evidence of a thorough survey of the area in which the gear was reported to be lost. If MBARI disputes the claim, it will be reviewed by the committee formed pursuant to paragraph 11 below. Any claim not resolved by this committee will be resolved in accordance with the terms of paragraph 12 below, and MBARI may withhold payment of compensation until a disputed claim is finally resolved.

G. MBARI may, at its expense, remove any sacrificed fishing gear from the area of the Cable. Any such gear shall become the property of MBARI, free and clear of any security interest or lien, and MBARI may dispose of the gear in any way it sees fit.

TABLE OF COMPENSATION

Boat Lengths	45 or less	46	47	48	49	50	51 or greater
Fish loss estimate per day est. time 10 days times less 30% operating costs	\$4,900	\$5,600	\$6,300	\$7,000	\$7,700	\$8,400	\$9,100
gear costs	\$12,000	\$15,833	\$19,666	\$23,499	\$27,332	\$31,165	\$34,998
Total compensation	\$16,900	\$21,433	\$25,966	\$30,499	\$35,032	\$39,565	\$44,098

10. Cable Damage Claims/Release of Liability

MBARI agrees to release any claims for Cable damage which it might otherwise have, either individually, or collectively, against any Fisherman who is a signatory to this Agreement who, while using reasonable care, and following the protocol set forth in Exhibit A, snags the Cable, if the Fisherman immediately notifies MBARI of the snag or other contact with the Cable on MBARI's hotline or otherwise gives actual notice and cuts loose his or her gear, as directed by MBARI, to prevent further damage to the Cable. MBARI will also refrain from taking any administrative, legal, or other action to sanction and/or recover damages against any Fisherman

who notifies MBARI of a probable snag or damages on MBARI's hotline or otherwise gives actual notice and who is directed by MBARI to cut loose his or her gear to prevent further damage to the Cable. Under no circumstances will MBARI release claims for Cable damage or refrain from taking administrative or legal actions against a Fisherman who damages the Cable, unless MBARI is notified on its hotline number (or through actual notice) by the Fisherman within 24-hours of any actual or suspected snag or damage. Nothing herein shall be construed to require or indicate that MBARI waives any claim against any third-party who damages or otherwise interferes with the Cable, it being MBARI's intent to retain fully any and all rights to recover damages and to take any legal or administrative action of any kind and character, except as expressly relinquished herein.

11. ACSF/MBARI Committee and Meetings

Representatives from ACSF and MBARI shall form a committee (the "Committee"), not to exceed three people in size, which shall meet up to four (4) times in the first year after MBARI's final acceptance of the Project. The Committee shall be composed of one (1) person selected by ACSF; one (1) person selected by MBARI; and the Harbor Manager of the Moss Landing Harbor District, or his or her designee. The Committee meetings shall be in Monterey County at a location selected by ACSF. The meetings in the first year after Project acceptance shall focus on an exchange of information and address any administrative or other issues which have arisen in connection with the Cable. During the second year after final acceptance of the Project, the Committee shall meet not more often than every 6 months, on request by either MBARI or ACSF; and each year thereafter, not more often than annually, on request by MBARI or ACSF. The Committee may also meet, if needed, to review any claims that are not otherwise resolved after direct negotiation between MBARI and any signatory to the Agreement. MBARI shall pay an honorarium of not more than \$475.00 per meeting to the ACSF representative for any such meeting attended.

12. Dispute Resolution

The parties agree to submit any dispute that is not resolved in the Committee over reimbursement for lost gear, or damage to the Cable, to mediation by a mediator mutually selected by the parties, no later than 30 days after the Committee is unable to resolve the matter. If the dispute is not resolved by mediation within 30 days after submission to the mediator, then the parties shall submit the dispute to binding arbitration before a single arbitrator selected by mutual agreement of the parties, or if the parties cannot agree, then selected in accordance with the California Arbitration Act then in effect (presently embodied in Code Civ. Proc. § 1280 et seq.) with said arbitration to occur no later than 60 days after the dispute arose. Each party agrees to pay one half the cost of any mediation conducted hereunder. Each party agrees that the arbitrator is authorized to award any arbitration costs and attorneys' fees incurred in the arbitration to the party prevailing (as defined by California law then in effect) in the arbitration as a part of the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Any such mediation or arbitration shall be held in Monterey County, California, unless another location is mutually agreed upon.

13. Waiver and Indemnification

ACSF and the Fishermen hereby waive and release any claim for personal injuries, including death, property damage, or other loss or expense, including reasonable attorneys' fees, which they may have against MBARI or its officers, directors, employees, or representatives, which may arise out of or relate to the Cable, its installation and operation, and any fishing gear lost or damaged as a result of snagging the Cable and agree to defend, indemnify and hold harmless MBARI and its officers, directors, employees, and representatives from and against any claim for damages for personal injuries, including death, property damage, loss or other expense, including reasonable attorneys' fees, arising out of or relating to the Cable, its installation and operation, and the any fishing gear lost or damaged as a result of snagging the Cable.

14. Governing Law

This Agreement and the rights and duties of the parties arising hereunder shall be governed by and construed in accordance with the laws of the State of California except for provisions of California law referring governance or construction to the law of another jurisdiction.

15. Entire Agreement and Amendment

This Agreement represents the entire agreement between the parties on the subject matter. Any amendment or modification of this Agreement shall be effective or binding on a party only if it is in writing and signed by each of the parties.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one Agreement.

17. No Partnership or Joint Venture

Nothing in this Agreement shall be construed to create or constitute a partnership, agency, joint venture or similar relationship or to create joint or several liability on the part of any of the parties.

18. Correspondence

All correspondence should be directed to the addressees and individuals indicated next to the signature of each party, or to such other address or individuals as a party may request in writing from time to time.

19. Termination

This agreement shall terminate as to MBARI or its successors or assignees at such time as it ceases to operate the Cable within the Project Area or if MBARI does not place a cable in service before December 31, 2008. This agreement shall also be suspended if there are no trawlers licensed to fish in the Project Area.

20. Governmental Agency Permits

In the event that any provision of this Agreement conflicts with the terms and conditions of the Lease, the terms of the Lease shall govern the rights and obligations of the parties, except to the extent the terms of paragraphs 8 and 9 above implement the requirements of the Lease. If there is any conflict between the terms and conditions of this Agreement and any permits issued to MBARI or its representatives, by any Governmental Agency for the Project, the terms and conditions of the Governmental Agency permits shall govern.

21. Notification

Upon execution of this Agreement, MBARI shall notify the State Lands Commission, the California Coastal Commission, and the Monterey Bay National Marine Sanctuary that this Agreement has been signed.

22. Binding Effect

The provisions of this Agreement set forth the binding agreement of the parties.

23. Assignment

This Agreement shall be assignable to the successors, assigns and donees of MBARI, including their lenders as required, provided that each such successor, assignee or donee agrees to be bound by the provisions of this Agreement.

24. Successors

This Agreement is binding on and for the benefit of, the parties, and their representatives, successors and assigns.

25. No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties and their respective successors, donees and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third-party any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year shown at the beginning of this Agreement.

Dated: 2/26/07, 2007

MBARI

By:

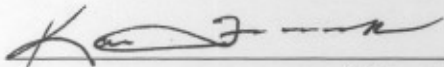
Steve Eichenmeyer
SE (print name)
Authorized Officer 2/26/07

Feb 26.
Dated: December ____, 2005

2-27 2007
Dated: December ____, 2005

ACSF

By:

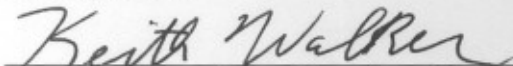


(print name)

Authorized Officer

Address: *256 Figueroa St. #1*
Monterey CA 93940

FISHERMEN



Name *PO Box 603*

Address: *Moss Landing*

Capt John

Vessel Name

(signatures continue on following page)

Dated: December ____, 2005

Name

Address:

Vessel Name

Dated: December ____, 2005

Name

Address:

Vessel Name

Dated: December ____, 2005

Name

Address:

Vessel Name

Dated: December ____, 2005

Name

Address:

Vessel Name

Dated: December ____, 2005

Name

Address:

Vessel Name

(signatures

continue

on

following

page)

Dated: December ____, 2005

Name

Address:

Vessel Name

Dated: December ____, 2005

Name

Address:

Vessel Name

EXHIBIT A

CABLE PROTOCOL PROCEDURES TO FOLLOW WHILE OPERATING NEAR THE MARS CABLE IN MONTEREY BAY

PURPOSE OF THESE PROCEDURES

These procedures have been jointly developed by a committee of representatives of the local fishing industry and the Monterey Bay Aquarium Research Institute (MBARI) to use as a guide to responsible conduct in the vicinity of the cable to be placed in Monterey Bay. They are intended to protect the cable from being damaged by contact with trawl or other fishing gear. Fishermen who sign agreements with MBARI can be protected from liability for damaging the cable by complying with these procedures. Compliance compensation for gear sacrificed to avoid damage to the cable. These procedures are attached to the Fishermen's Agreement between Alliance of Communities for Sustainable Fisheries and Monterey Bay Aquarium Research Institute dated February --, 2007 and are made part of this agreement.

SAFETY FIRST

These procedures define how vessels should operate when fishing in the vicinity of

cables. These procedures do not change the vessel operator's authority and responsibility to care for the safety of crewmembers, passengers and the vessel, taking all relevant factors into account. No step in these procedures should be followed if doing so would be unsafe.

PROCEDURES WHEN OPERATING NEAR THE CABLE

For purposes of these procedures, a vessel is considered "near" the cable if the distance from the vessel to the charted position of the cable is equal to or less than:

- 3 times the depth of water, in depths of 150 fathoms (300 meters) or more, or
- 4 times the depth of water, in depths of less than 150 fathoms (300 meters).

A vessel relying on Loran C instead of GPS or DGPS should assume a potential error of ½ mile in the vessel's position, and should consider itself "near" the cable if it is within ½ mile plus three times the depth of water of the charted position of the cable.

WHENEVER OPERATING "NEAR" A CABLE, A VESSEL MUST COMPLY WITH ALL OF THE FOLLOWING STEPS, A THROUGH G:

- A. The vessel shall have on board in useable form the most current nautical chart information, including:
1. The latest NOAA chart;
 2. Any updates from Local Notices to Mariners; and
 3. Any updates made available by the MBARI/fishermen liaison committee (the "Committee"), such as regarding cable burial status.
- B. Anyone acting as helmsman "near" a cable must understand and be able to implement these procedures.
- C. If a vessel has an electronic or video chart plotter, the route of the cable shall be displayed on the plotter screen or display. If the vessel has gear on the bottom "near" a cable, the plotter shall be recording the tow.
- D. When operating "near" a cable, special care should be observed. Gear should not be set or hauled up. No turns of more than 90 degrees should be executed and no activity that lays a door over should be executed.
- E. No clam or scallop dredge, anchor, grapple, or other gear designed to significantly penetrate the surface of the seabed should be used "near" a cable. All trawl gear should be in good condition, and free of elements that could snag cables.
- F. Gear should not be in contact with the bottom over any location where a cable is reported or known to be unburied.
- G. The helmsman should closely monitor the groundspeed by the most accurate means

available when "near" a cable, and monitor the video plotter display for any sign of possible cable contact.

PROCEDURES IN CASE OF POSSIBLE CABLE CONTACT

1. In case of any deviation from normal towing conditions, the helmsman, if other than the master, should summon the master to the bridge. The master of the vessel shall take all appropriate action to keep the vessel safe and protect the cable.
2. If conditions (such as reduced speed or course deviation near a cable) suggest possible cable contact, the operator should take the vessel out of gear.
3. Do not attempt to free the gear by hauling up gear or by powering up the vessel.
4. The master will MBARI on the hotline telephone (866-830-0169) designated for this purpose and supply all information requested.
5. Vessel will cut away gear if advised by MBARI that the location given indicates a possible cable contact. The master of the vessel should follow the procedures provided in the Fishermen's Agreement referred to above, to obtain reimbursement for gear and catch.
6. In any case of a possible or known cable contact, the master and helmsmen should file a report with the Committee immediately upon returning to port; preserve all related records (including tow records); and cooperate with any investigation by the Committee and/or MBARI.

EXHIBIT B

CLAIM FORM

Monterey Accelerated Research System Cabled Observatory (MARS)/
Monterey Bay Aquarium Research Institute (MBARI)
Claim Form

INSTRUCTIONS:

In order to receive reimbursement on your claim:

1. You must have called MBARI on its 24-hour hotline at 1-866-830-0169 and followed MBARI's instructions regarding sacrificing your gear, immediately upon snagging the cable; or under emergency conditions, notified MBARI on its 24-hour hotline, of the snag, no later than 24-hours after the incident;

2. You must have been operating your vessel in a non-negligent fashion;

3. You must submit this Claim Form, with the accompanying information set forth on the attached checklist, either by mail, fax or hand delivery to:

MBARI
Attention: Mike Pinto, Chief Financial Officer
7700 Sandholdt Road
Moss Landing, California, 95039
Phone (831-775-1776)
Fax (831-775-1645)

4. You must sign a Release releasing MBARI, its officers, directors, employees, agents, and assigns from liability, other than the payment being made pursuant to the Claim submitted.

Date: _____

APPLICANT INFORMATION:

Corporate Name _____
(if applicable)

Tax Identification Number _____
(if applicable)

Name _____

Social Security Number _____

Street Address _____

Telephone Number (____) _____

City _____

State _____ Zip _____

Vessel Name _____

Coast Guard Document No. _____
or CA Reg. No. (if no USCG#) _____

DAMAGE/LOSS INFORMATION:

Location of Contact with MARS Cable (Use Loran-C, GPS Latitude Longitude, or the best available positioning fix)

Description of the nature of Damage or Loss (including gear description and lost catch):

Date and Time of Loss:

Date and Time of Reporting Incident to MBARI on MBARI's 24-hour hotline:

Destination Port:

Date Vessel First Returned to Port

Do you have insurance coverage for the loss for which you are seeking compensation?

If so, please provide the name and telephone number of your insurance company

Additional Remarks:

(Use additional sheets, if needed)

MBARI will pay an approved claim within 10 business days after it receives a completed Claim Form from you, subject to MBARI's verification of cause and nature of loss, and the receipt of your signed release on MBARI's release form.

**Monterey Accelerated Research System Cabled Observatory (MARS)/
Monterey Bay Aquarium Research Institute (MBARI)**

Documentation and Check list for completion of Claim Form (attached):

- _____ Specific location of cable contact including Loran C coordinates and/or longitude and latitude, and distances and directions from cable
- _____ Description of how damage/loss occurred
- _____ Type/extent of damage/loss
- _____ Description of gear lost
- _____ Proof of ownership of lost/damaged gear
- _____ Description of lost catch (weight and value at destination port)
- _____ Proof of ownership of lost catch
- _____ Proof of status as active commercial fisherman, copy of commercial fishing license
- _____ Statements from witnesses/ crewmen (if any) with name, address and phone numbers
- _____ Estimates, bids, quotes, receipts, etc., for repairs or replacement gear
- _____ Any other supporting documents (photos of damage or loss, etc.)
- _____ Invoice directed to MBARI on Business stationery or letterhead from the fishing vessel/owner for the total amount claimed, showing vessel name, owner/operator name, address and Tax Identification Number (or, Social Security Number), certified, signed and dated by the owner/operator. (See sample invoice, attached)

Mail, fax or hand deliver the above information with a completed Claim Form to:

Monterey Bay Aquarium Research Institute (MBARI)

Attention: Mike Pinto, Chief Financial Officer

7700 Sandholdt Road

Moss Landing, CA 95039

(831) 775-1776 _____

Fax (831-775-1645)

For further information and assistance in completing the Claim Form and supporting information, please contact: *NAME _____ MBARI at the above address/phone number*

(Example)

Name
Vessel Name
Address

Date:

INVOICE

TO: MONTEREY BAY AQUARIUM RESEARCH INSTITUTE (MBARI)

RE: FISHERMAN'S CLAIM FOR LOST OR DAMAGED GEAR AND LOST CATCH

Reimbursement for damaged/destroyed/lost (*pick one*) commercial fishing gear:

Description of gear: _____

Invoice for Repair/Replacement of gear (*pick one*) Costs: \$ _____

Reimbursement for lost Catch:

Description of lost catch: _____ pounds of _____

Invoice for lost catch [value at port of destination] Cost: \$ _____

I, _____ [fisherman], declare under penalty of perjury under the laws of the State of California that the above reference claim is an accurate statement of and relates to fishing gear and catch owned by me at the time of loss and that said losses are not reimbursable by insurance.

Signed,

Soc. Sec. No. _____

Owner/Operator,

Moss Landing Harbor District Fishermen's Meeting
February 26th, 2007

[illegible]