

From: Kiene, David@Wildlife

Sent: Monday, March 16, 2015 11:46 AM

To: Miller-Henson, Melissa@FGC

Cc: Flores, Ruth@Wildlife; Melchiorre, Maria@Wildlife; Ross Bailey

Subject: Settlement Agreement--Ross Bailey/Relentless Seafood

Hi Melissa,

Attached is an executed settlement agreement regarding the reinstatement of Ross Bailey's/Relentless Seafood LLC's salmon vessel permit for consideration at the April 8-9 Commission meeting.

Please let me know if you have any questions.

Thanks.

David Kiene
Senior Staff Counsel
Office of the General Counsel
California Department of Fish and Wildlife
(916) 651-7646
(916) 654-3805 (fax)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between the Department of Fish and Wildlife (“DFW”) and Relentless Seafood LLC (individually, a “Party,” and collectively, “Parties”).

I. Recitals

The Parties execute this Agreement with reference to and in contemplation of the following facts:

- a. In March 2012, Relentless Seafood LLC purchased a vessel called the *Restless*. A salmon vessel permit, Permit Number SA1196 (“Permit”), was attached to the *Restless*.
- b. Members of Relentless Seafood LLC had mistakenly believed that the Permit would be valid until June, 2014. However, DFW license records indicate that the Permit was last valid during the 2011-12 permit year. Thus, the Permit has expired.
- c. When a vessel registered with DFW is lost, destroyed, or sold, the owner of the vessel must immediately report the loss, destruction, or sale to DFW. (Fish & Game Code, § 7881.) The sale of the *Restless* was not reported until July 15, 2014, two years and four months after the date that Relentless Seafood LLC purchased the vessel. Thus, Relentless Seafood LLC did not receive the renewal notice for the Permit for the 2012-2013 permit year.
- d. The Permit was last eligible for renewal in 2012-2013, but not 2013-2014, 2014-2015, or 2015-2016.
- e. On June 5, 2014, Ross Bailey, on behalf of Relentless Seafood LLC, submitted to DFW an application to renew the Permit. (Exhibit A.)
- f. On January 7, 2015, DFW denied Relentless Seafood LLC’s Permit renewal request pursuant to Fish and Game Code Section 7852.2 (Section 7852.2), subdivision (c). (Exhibit B.) Section 7852.2, subdivision (c) states “The department shall deny any application for renewal received after March 31 of the Permit year following the year in which the applicant last held a valid Permit for that fishery.” For DFW to grant the renewal of Permit, Relentless Seafood LLC would have had to submit a renewal request along with applicable fees by March 31, 2013.
- g. Section 7852.2, subdivision (d), states “An applicant who is denied renewal of a late application may submit a written appeal for renewal to the commission within 60 days of the date of the department’s denial. The commission, upon consideration of the appeal, may grant renewal. If the commission grants renewal, it shall assess the applicable late fee pursuant to subdivision (a).” On February 2, 2015, the California Fish and Game Commission (“Commission”) received a request from Mr. Bailey for an appeal of DFW’s denial of Relentless Seafood LLC’s request to renew the Permit. (Exhibit C.)

- h. Section 7852.2, subdivisions (a) and (b) state:
 - (a) In addition to the base fee for the license, stamp, Permit, or other entitlement, the department shall assess a late fee for any renewal the application for which is received after the deadline, according to the following schedule:
 - (1) One to 30 days after the deadline, a fee of one hundred twenty-five dollars (\$125).
 - (2) Thirty-one to 60 days after the deadline, a fee of two hundred fifty dollars (\$250).
 - (3) Sixty-one days or more after the deadline, a fee of five hundred dollars (\$500).
 - (b) The department shall not waive the applicable late fee. The late fees specified in this section are applicable beginning in the 2008 license year, and shall be adjusted annually thereafter pursuant to Section 713.”
- i. Pursuant to Section 7852.2, subdivisions (a) and (b), Relentless Seafood LLC would owe \$4,830.28 in fees if the Commission reinstates the Permit. (Exhibit D.)
- j. The Parties understand that this Agreement is solely between DFW and Relentless Seafood LLC and that the Commission is neither a signatory to it nor bound by it in any way. Furthermore, the Parties understand that pursuant to Section 7852.2, subdivision (d), the Commission, and not DFW, has the sole discretion to approve or deny Relentless Seafood LLC’s renewal request.
- k. For the purpose of saving time and costs associated with an appeal hearing, the Parties agree to compromise and settle these issues. In light of recent discussions between DFW and Relentless Seafood LLC, the Parties have come to an agreement on terms upon which they can resolve this matter.

II. Terms

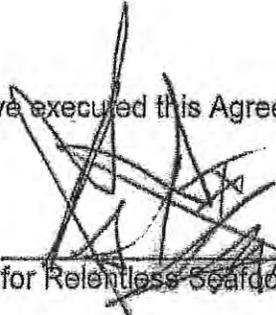
The Parties hereby agree to the following:

- a. DFW agrees to not oppose Relentless Seafood LLC’s renewal request.
- b. If the Commission reinstates the Permit, Relentless Seafood LLC agrees to fully pay the \$4,830.28 in fees described in Exhibit D within 60 days of the Commission’s decision. DFW shall not issue the Permit until all fees are paid.
- c. The Parties agree that this Agreement, all documents attached to this Agreement, and documents previously submitted to the Commission related to the renewal request constitute Relentless Seafood LLC’s written appeal pursuant to Section 7852.2, subdivision (d), provided that the Commission considers the renewal request at an upcoming Commission meeting. Each Party may, at its discretion, address the Commission at a Commission meeting regarding the renewal request, so long as the address is consistent with the terms of this Agreement. In addition, DFW or Relentless Seafood LLC may submit a memorandum or other documents to the Commission requesting that it take action on the renewal request, so long as these documents are consistent with the terms of this Agreement.

- d. This Agreement is intended to be a full and complete settlement of all disputes between the Parties pertaining to the renewal request. Provided that the Commission considers the renewal request at an upcoming Commission meeting, Relentless Seafood LLC agrees to waive any present and future administrative appeal related to this renewal of the Permit, the January 7, 2015 denial of Relentless Seafood LLC's renewal request, and all future claims and/or causes of action against DFW related to renewing the Permit.
- e. This Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit or proceeding which may be prosecuted, instituted or attempted by any Party in breach thereof.
- f. This Agreement is only applicable to Relentless Seafood LLC's request to renew the Permit. This Agreement does not relate in any way to any other DFW-issued entitlement held by Relentless Seafood LLC.
- g. Each party shall bear its own costs and attorneys' fees, and any other expenses, related to the renewal request subject to resolution by this Agreement.
- h. The obligations of this Agreement apply to and are binding on DFW or any successor agency or department and Relentless Seafood LLC and its respective heirs, executors, administrators, and Permitted assigns.
- i. The Parties represent and warrant to each other that the execution of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on each Party and is enforceable in accordance with its terms.
- j. If any provision of this Agreement is found to be illegal or unenforceable, then any such provision shall be deemed stricken and the remaining provisions hereof shall remain in full force and effect.
- k. This Agreement constitutes the entire understanding between the Parties as to the renewal request and can only be amended or modified in writing, signed by duly authorized representatives of the Parties. This Agreement supersedes all prior representations and agreements, if any, between the Parties regarding the renewal request.
- l. This Agreement, when signed by all of the signatories, shall become effective as of the last signature date.
- m. This Agreement may be signed in counterparts, which together shall constitute one and the same Agreement. A facsimile or scanned signature shall be the same as an original.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date of the last signature below:

for By: James Fong
James Fong
Department of Fish and Wildlife


for Relentless Seafood LLC

Date: March 16, 2015

MARCH 13, 2015

Exhibit A

To

CDFW LICENSE AND REVENUE BRANCH

1740 N MARKET BLVE

SACRAMENTO, CA 95834

DATE : JUNE 05 2014



RE: Reinstating California Troll Permit

TO WHOM IT MAY CONCERN

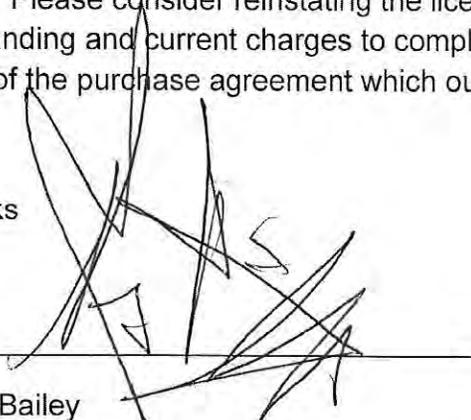
I Ross Bailey from Relentless Seafood LLC purchased the vessel Relentless from Douglas Devine from Restless INC, 908 N Riverside Medford, OR, 97501, US document #940400, net ton 21, year built 1988, length 46 ON MARCH 2012.

At the time of purchase I was under the impression that the license F&G Boat #40871/Commercial Fishing ID # L47007 on the vessel is renewed.

It came in my attention few months ago that they were not. Thus I am writing to request a re instead for The California Toll permit.

Please consider reinstating the license. We assure we will pay in full for all the outstanding and current charges to complete the renewal. We have also attached a copy of the purchase agreement which outlines the licenses I am referring to.

Thanks



Ross Bailey

Member Relentless Seafood LLC

Exhibit B



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
License and Revenue Branch
1740 N. Market Blvd
Sacramento, CA 95834
<http://www.wildlife.ca.gov>

EDMUND G. BROWN JR, Governor
CHARLTON H. BONHAM, Director



Certified Mail

January 7, 2015

Mr. Ross Bailey
Relentless Seafood LLC
2165 Commissioner Street
Vancouver, BC V5L 1A4

Subject: **NOTICE OF DENIAL FOR REINSTATEMENT OF SALMON VESSEL PERMIT,
PERMIT NUMBER SA1196, FOR THE F/V *Restless* (FG40871)**

Dear Mr. Bailey:

This is in response to your request to reinstate the Salmon Vessel Permit (SVP), Permit Number SA1196, for the F/V *Restless* (FG40871).

Authority-Salmon Vessel Permit

Pursuant to Fish and Game Code (FGC) Section 8235(a), the owner of a permitted vessel, or that owner's agent, may apply for renewal of the permit annually on or before April 30, upon payment of the fees without penalty. Upon receipt of the application and fees, the Department of Fish and Wildlife (Department) shall issue the permit for use of the permitted vessel in the subsequent permit year only to the owner of the permitted vessel.

Authority-Late Renewal Applications

Effective April 1, 2008 pursuant to FGC Section 7852.2, a graduated late fee was established for any renewal application that is received after the deadline.

In addition, FGC Section 7852.2(b), states the Department shall not waive the applicable late fee. Pursuant to FGC Section 7852.2(c), the Department shall deny any application for renewal received after the March 31 of the permit year following the year in which the applicant last held a valid permit for that fishery.

Reason for Appeal to the Department

In your letter dated June 5, 2014, received June 12, 2014, you are requesting reinstatement of the SVP for the F/V *Restless*. You state that Relentless Seafood LLC purchased the vessel in March 2012. At the time of purchase you were under the impression that the license on FG 40871 and the Commercial Fishing ID #L47007 were renewed. You further state that it came to your attention a few months ago that they were not renewed and are now requesting reinstatement of the SVP.

Documentation Submitted

- Copy of an expired United States Coast Guard (USCG) Certificate of Documentation for the F/V *Restless*, dated March 20, 2013, received July 15, 2014, showing Relentless Seafood LLC is the owner.
- Copy of the USCG Certificate of Documentation for the F/V *Restless*, dated December 9, 2014, showing Relentless Seafood LLC is the owner.

Conserving California's Wildlife Since 1870

- A copy of an undated, unsigned purchase agreement between Relentless Seafood, LLC, Restless, Inc., and Douglas C. Devine.

Department Findings

Department license records show that the *F/V Restless* held a valid 2011-2012 SVP, when Relentless Seafood LLC states it purchased the vessel. The owner of the *F/V Restless* was eligible to renew the SVP for the 2012-2013 permit year. Department license records do not show that Relentless Seafood LLC or the previous owner renewed the SVP.

Pursuant to FGC Section 7881, when a vessel registered with the Department is lost, destroyed, or sold, the owner of the vessel must immediately report the loss, destruction or sale to the Department. Based on Department records, the sale of the *F/V Restless* was not reported until July 15, 2014, two years and four months from March 2012 the date you state that Relentless Seafood LLC purchased the vessel. No documentation was submitted from the previous owner or Relentless Seafood LLC to substantiate the change of ownership of the *F/V Restless* in March 2012.

Department Determination

Based on the previously stated information, your request to reinstate the SVP for the *F/V Restless* is denied, because the *F/V Restless* last held a valid SVP during the 2011-2012 permit year. The Department received your request to renew the SVP for the *F/V Restless* on June 12, 2014. FCG Section 7852.2(c), states the Department shall deny any application for renewal received after March 31 of the permit year following the year in which the applicant last held a valid permit for that fishery.

Deadline to File an Appeal to the Fish and Game Commission

If you wish to appeal the Department's decision, you must submit a written request to the Fish and Game Commission (Commission) at 1416 Ninth Street, Sacramento, California 95814. Pursuant to FGC Section 7852.2(d), your appeal must be received within 60 days of this letter. The Commission, upon consideration of the appeal, may grant renewal. If the Commission grants renewal, it shall assess the applicable late fee.

The Commission will review the information you submit and will notify you in writing if your appeal will be scheduled before the Office of Administrative Hearings. If the Commission should recommend approval, full payment of \$4,207.03 would be due 60 days after receipt of the Commission's approval letter. A fee schedule is enclosed.

If you have any questions or require further assistance, please contact Ms. Ruth Flores, of my staff, at the letterhead address, by telephone at (916) 928-7470, or e-mail Ruth.Flores@wildlife.ca.gov.

Sincerely,

James Fong, Chief
License and Revenue Branch

Enclosure

Mr. Ross Bailey
January 7, 2015
Page 3

cc: Mr. Sonke Mastrup
Fish and Game Commission
Sacramento, California

Ms. Ruth Flores
California Department of Fish and Wildlife
Sacramento, California

Flores:irl File: Commercial Records, LRB-Chron

Exhibit C

RECEIVED
CALIFORNIA
FISH AND GAME
COMMISSION

RELENTLESS SEAFOOD LLC

2015 FEB -2 PM 2: 24

2165 COMMISSIONER STREET

VANCOUVER, BC, V5L 1A5, CANADA

TEL : 604 671 9002 FAX : 604 899 2286

Date: 01/29/2015

To,

Fish and Game Commission

1416 Ninth Street,

Sacramento, California 95814, U.S.A.

Re: Appeal for (Notice of denial for reinstatement of Salmon vessel permit, Permit No.SA1196 for the F/V restless (FG40871))

Dear Sir/Madam,

We Relentless Seafood LLC owner of F/V Restless would like to appeal against the denial of reinstatement salmon vessel permit (Permit#SA1196).

We purchased the vessel in March 2012 and at the time of purchase we were under the impression all the licenses on the vessel are renewed and valid later around June 2014 it came to our attention that the permit expired and was not renewed on time. Until then we didn't receive any notice and weren't able to renew it.

We humbly request the commission to reinstate the permit on the vessel and promise to renew going forward on time. We accept all the late penalty charges and will pay the full balance (\$4207.03) as soon as the request is accepted.

We have attached some supporting document and if you require any further information or document please let us know.

Thanking you,



Ross Bailey (Member)

Relentless Seafood LLC

**OPERATING AGREEMENT
OF
RELENTLESS SEAFOOD, LLC**

I. FORMATION

1.1 **Name.** The name of this Limited Liability Company is:

RELENTLESS SEAFOOD, LLC

1.2 **Certificate of Formation.** The date of formation for the Company is **March 22, 2012.**

1.3 **Duration.** The Company shall be in existence for the period for the term set forth in the Company's Certificate of Formation unless sooner dissolved or extended by agreement of the members.

1.4 **Principal Office.** The principle office of the Company is **17837 1st Avenue S., PMB 310, Normandy Park, WA 98148.**

1.5 **Registered Office and Registered Agent for Service of Process.** The registered agent for the Company is **Maryin Warman.** The registered office of the Company is **333 North Cammann Street, Coos Bay, Oregon 97420.**

1.6 **Purposes and Powers.** The primary business purpose of the Company is to carry on such activities as may be permitted by the Certificate of Formation of the Company or by applicable Oregon law. The Company has the power to do all things necessary to advance the business.

1.7 **Title to Assets.** Title to all assets of the Company shall be held in the name of the Company.

2. MEMBERS, CONTRIBUTIONS AND INTERESTS

2.1 **Initial Members.** For purposes of this Agreement, the initial Membership Units have been issued as follows:

Name and address	No. of Units	Ownership Interest (%)
Rodger May	750 Voting	75%
Ross Bailey	250 Voting	25%

2.2 **Initial Contributions.** Each original Member to this Agreement shall make an initial Capital Contribution to the Company, in cash, in accordance with Exhibit A, at the time of each Member's execution of this Agreement.

2.3 Classifications of Membership Interest. The Company shall have one class of Membership Interests which shall be Class A Voting Units. Members holding Class A Voting Units shall have the right to vote on any matter in proportion to their Voting interest. The Voting interest of a Member is the ratio of a Member's Voting Units to the total of all Voting Units regardless of class. Members holding Class A Voting Units are entitled to receive profits and/or take losses from the operation of the Company according to their percentage Voting interests.

2.4 Percentage Ownership and Voting Interests. A member's Ownership Interest is the total of his or her interests in Voting Units, together with all of the rights, as a Member or Manager of the Company, that arise from such interests. The Percentage Ownership Interest of a Member shall be calculated by adding together that Member's Voting Units, and then dividing this sum by the total of all of the Member's Voting Units. By way of example:

Ownership Interest = Voting Units

$$\text{Individual Ownership Interest \%} = \frac{\text{Individual Voting Units}}{\text{Total Voting Units}}$$

The Members shall have the initial Ownership, Percentage Ownership and Percentage Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein.

2.5 Additional Members. The Voting Members may issue additional Voting Units and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member: (i) is approved *unanimously by the Voting Members*; (ii) delivers to the Company his or her required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

2.6 Additional Contributions. The Operating Manager shall determine *with a unanimous vote* that additional capital is required by the Company. The Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions, advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

2.6.1 Loans shall be approved by the same vote as for daily business decisions.

2.6.2 Each Member will have the right, but not the obligation, to contribute a pro rata share of the maximum based on the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro rata share, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree on. The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

2.7 **No Interest on Capital Contributions.** No interest will be paid on capital contributions.

2.8 **Capital Accounts.** A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account").

The capital account of each Member shall be credited by: (i) the amount of any capital contribution to the Company by such Member; and (ii) the amount of income or profits allocated to such Member (including any income exempt from federal income tax).

The capital account or accounts of each Member shall be debited by: (i) the amount of any distribution to the Member by the Company; and (ii) the amount of expenses or loss allocated to the Member (including expenses attributable to tax-exempt income).

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his or her Capital Account. No Member shall be compensated for any positive balance in his or her Capital Account except as otherwise expressly provided herein.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A attached hereto.

2.9 **Specific Terms and Conditions.** From time to time the Operating Manager may determine specific terms and conditions relating to the internal operations of the Company or with respect to the business of the Company. In such event, the Members shall attach an addendum identifying such specific terms of such agreements. The addendum shall be considered a part of and be interpreted by this Agreement. In the event of a conflict of terms between this Operating Agreement and the attached addendum, if any, the attached addendum shall control.

3. BUSINESS OF COMPANY

3.1 Primary Business Purpose. The primary business purpose of the Company is to operate a commercial fishing tender, and such other enterprises as the Operating Manager may decide from time to time.

3.2 Duties of the Members.

3.2.1 Duties of Ross Bailey. Ross Bailey ("Bailey") shall be primarily responsible for all aspects of the Company business including, but not limited to, all accounting and financial functions of the Company business.

3.2.2 Duties of Rodger May. Rodger May ("May") shall provide advisory support for the business of the Company.

3.6 Allocation of Profits and Losses.

3.3.1 Determination. For taxation purposes the Company shall be classified as a partnership. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for tax-exempt or partially tax-exempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under IRC §703(n) will be included in the net profit or net loss of the Company.

3.3.2 Allocation of Net Profits and Net Losses. Except as may be required by the Internal Revenue Code (Title 26 of the United States Code) or the Treasury Regulations (Title 26 of the Code of Federal Regulations), the Members agree that the Operating Manager shall determine the allocation of net profits and net losses for the Company business. In lieu of such direction from the Operating Manager, net profits, net losses and other items of income, gain, loss, deduction and credit of the Company shall be allocated ratably in proportion to each Members' ownership interest percentage.

3.3.3 Pro-rations. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Ownership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular Ownership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Members may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Ownership Interests, during each segment based on their Ownership Interests during that segment.

4. DISTRIBUTIONS

4.1 Distributions to Pay Taxes. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members for that purpose. During each fiscal year, the Company must distribute an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times (b) the amount of the taxable income of the Company allocated to all Members for that fiscal year.

Notwithstanding the rule in the above paragraph, the Operating Manager shall determine the time and amounts of distributions. Distributions, however, must always be paid at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution must be based on the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Additional Distributions. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members at such times and in such amounts as the Operating Manager determines in order to maintain their original ownership interest percentages.

5. ADMINISTRATION OF COMPANY BUSINESS.

5.1 Management. The Voting Members shall select one or more Operating Managers who shall have the exclusive right to manage the affairs of the Company.

In the event all Voting Members are selected as Operating Managers, the Voting Members shall have the right to vote, in their capacity as Managers, in proportion to their respective Percentage Voting Interests in the Company. The Non-Voting Members shall have no right to vote or otherwise participate in the management of the Company. No Non-Voting Member shall, without the prior written *consent of the Operating Manager(s)*, take any action on behalf of, or in the name of, the Company, or enter into any contract, agreement, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

5.2 Initial Operating Manager. The initial Operating Manager of the Company shall be *Rodger May*.

5.3 Duties and Authority of Operating Manager. The specific authority and responsibility of the Operating Manager shall include the following:

5.3.1 Directing and supervising the operations of the Company;

5.3.2 Purchasing assets deemed to be in the best interests of the Company, in the Operating Manager's sole and absolute discretion;

5.3.3 Establishing charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company;

5.3.4 Setting and adjusting wages and rates of pay for all personnel of the Company and appointing, hiring and dismissing all personnel and regulating their hours of work;

5.3.5 Signing, on behalf of the Company, all contracts and other instruments; and

5.3.6 Performing all other duties as may be prescribed by statute which does not conflict with this Agreement.

5.4 **Devotion of Time; Outside Activities.** Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may, without the *consent of the Operating Manager*, use any property or assets of the Company other than for the operation of the Company's business.

5.5 **Compensation and Reimbursement.** Members who render services to the Company are entitled to such compensation as may be agreed on by the Voting Members from time to time. Any compensation paid to a Member for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Member. Members are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

5.6 **Self Interest.** A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Voting Members. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

6. ACCOUNTING AND RECORDS

6.1 **Books of Account.** The Operating Manager must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this Agreement. At a minimum, the following must be maintained at the principal office of the Company:

6.1.1 A current and a past list, setting forth the full name and last known mailing address of each Member and Manager, if any;

6.1.2 A copy of its Certificate of Formation and all amendments thereto;

6.1.3 A copy of its current Operating Agreement and all amendments thereto, and a copy of any prior agreements no longer in effect;

6.1.4 Unless contained in its Certificate of Formation or Operating Agreement, a written statement of:

(a) The amount of cash and a description of the agreed value of the other property or services contributed by each Member (including that Member's predecessors in interest), and which each Member has agreed to contribute;

(b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and

(c) Any right of any Member to receive distributions which include a return of all or any part of the Member's contribution.

6.1.5 A copy of the Company's federal, state, and local tax returns and reports, if any, for the three most recent years; and

6.1.6 A copy of any financial statements of the Company for the 3 most recent years.

Such records are subject to inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours.

6.2 **Fiscal Year.** The fiscal year of the Company shall be the calendar year.

6.3 **Accounting Reports.** Within ninety (90) days after the close of each fiscal year, Company must deliver to each Member an un-audited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

6.4 **Tax Returns.** The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within 90 days after the end of each fiscal year, the Company must deliver to each Member a Schedule K -1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during the fiscal year.

6.5 **Tax Matters Partner.** Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C-corporation, or any Member is a non-resident alien individual, the Voting Members must designate one of the Members as the tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep such designation in effect at all times.

7. TRANSFER OF INTERESTS; DISSOCIATION AND DISSOLUTION

7.1 **Restrictions on Transfer.** Except as otherwise set forth in this agreement, no Member's ownership interest in the Company shall be transferred by sale, gift or pledge of security to an outside party, and no purported transfer shall be effective or recognized by the Company, unless: a)

Prior written consent of all other Members is obtained; b) The terms of this Agreement have been complied with, and c) The transferee of such ownership interest has agreed in writing to be bound by this Agreement.

7.2 Withdrawal. A Member may voluntarily resign his or her membership and shall be entitled to receive from the Company their percentage interest of the net asset value of the Company as of the date of resignation, as determined in paragraph 7.3.1 and on the terms set forth in 7.3.2 herein.

7.3 Death of a Member. Upon the death of a Member, the surviving Member or Members may elect to purchase, and the estate of the deceased Member shall sell, such Member's ownership interest in the Company at the time of such death, upon the following terms:

7.3.1 Purchase Price. For purposes of this paragraph 7.3, the Members agree that the purchase price for a Member's interest shall be determined by a fair accounting of the monetary assets (bank account balances, etc.) as well as a true and realistic market analysis of the assets held by the Company less any encumbrances on such assets, and estimated liquidation expenses such as closing costs, transfer costs, taxes, etc. (the "Purchase Price"). The market analysis shall be performed by the Company's accountant, or a business appraiser agreed upon by the Voting Members, and the Members hereby agree to be bound by such determined value. From time to time the Voting Members may agree in writing as to a specific value for the Company, as well as the payment method therefore, and such agreement shall be effective and controlling when signed by all Voting Members. In the event the Voting Members do not agree on the valuation of the Company, the disagreement shall be resolved according to the provisions of Section 10 herein.

7.3.2 Payment of Purchase Price. In the absence of a written agreement by the Voting Members, payment of the Purchase Price pursuant to this paragraph 7.3 shall be made within one-hundred eighty (180) days of the death of the Member by cashier's or certified bank check for the full amount of the Purchase Price if the Members obtained life insurance for the specific purpose of protecting the Members in the event death. If no life insurance was obtained by the Members, then the Purchase Price shall be paid over a period not to exceed sixty (60) equal monthly installments, which installments shall include interest accrual at the rate of six percent (6%) per annum. Such payment obligation shall be evidenced by a promissory note and secured by the assets of the Company.

7.4 Bankruptcy. In the event any Member files bankruptcy, the remaining Voting Members shall have the option to purchase the ownership interest of the bankrupt Member. If the non-bankrupt Voting Members elect to exercise their option to purchase the ownership interest of the bankrupt Member, the amount to be paid shall be the Purchase Price determined in paragraph 7.3.1, payable pursuant to the terms described in paragraph 7.3.2.

7.5 Irreconcilable Disputes. If the Members are in dispute over a matter which any such Member believes to be irreconcilable and of such significance that the Members can no longer work together, the Members agree to settle their differences in accordance with the provisions of Article 10 herein.

7.6 Effect of Dissociation. A dissociating Member will cease to be a Member when the other Voting Members purchase the dissociating Member's interest pursuant to this Article 7.

Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's interest purchased in accordance with the terms of this Agreement.

7.7 Events of Dissolution. Except as otherwise provided in this Agreement, the Company will dissolve on the earliest of the following events: (a) approval of a dissolution of the Company by *unanimous* consent of the Voting Members; (b) election to force a liquidation pursuant to paragraph 7.6; or (c) at such time as the Company has no Members.

7.8 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term "dissociating Member" includes the dissociating Member's successors in interest.

8. WINDING UP AND LIQUIDATION

8.1 Liquidation on Dissolution. Following the dissolution of the Company, the Voting Members must wind up the affairs of the Company unless the dissolution results from the dissociation of a Member and the other Members elect to continue the Company under the provisions of this Agreement relating to the effect of a Member's dissociation. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following liquidation of the assets of the Company, the proceeds must be applied and distributed in the following order of priority:

8.1.1 To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to Members as creditors (except liabilities for unpaid distributions);

8.1.2 To any reserves set up for contingent or un-liquidated liabilities or obligations of the Company deemed reasonably necessary by the Voting Members, which reserves may be paid over to an escrow agent by the Voting Members to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Voting Members as provided in the following subsection;

8.1.3 To Voting Members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to Members are made; and

8.1.4 To Voting Members in accordance with their respective Membership Interests.

8.2 Distribution of Property in Kind. With the *unanimous* approval of the Voting Members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind must be valued and treated for the Company's accounting purposes (and not tax purposes) as though the property distributed had been sold at fair market value on the date of distribution, as provided in Treasury Regulations §1.704-1(b)(2)(iv)(e)(1). The difference between the fair market value of the property and its adjusted

tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' capital accounts in the manner specified in the section of this agreement relating to capital accounts.

9. INDEMNIFICATION AND LIABILITY LIMITATION

9.1 Indemnification. Except as otherwise provided in this Section, the Company must indemnify each of the Members to the fullest extent permitted under the law of the state in which the Company's certificate of formation have been filed, as the same exists or may be amended in the future, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a Member of the Company, or is or was serving at the request of the Company as a Manager, Member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Voting Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this Section does not supercede any other rights of any person to indemnification under any statute, agreement, resolution of Members, contract, or otherwise. But despite any other provision of this Agreement, the Company has no obligation to indemnify a Member for:

- 9.1.1 Any breach of the Member's duty of loyalty to the Company;
- 9.1.2 Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;
- 9.1.3 Any unlawful distribution under the Act; or
- 9.1.4 Any transaction in which the Member derives improper personal benefit.

9.2 Limitation of Liability. No Member of the Company is liable to the Company or to the other Members for monetary damages resulting from the Member's conduct as a Member except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

10. DISPUTE RESOLUTION

10.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet within thirty (30) calendar days at the offices of the Company to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

10.2 Mediation. Mediation proceedings shall be conducted by and under the rules of the Washington Mediation and Arbitration Service ("WAMS"), and shall be non-binding on the parties thereto. Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file a copy of the notice with WAMS, along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select a WAMS mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by WAMS in accordance with their rules.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that nearest to the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position, unless WAMS rules proscribe otherwise.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the Mediator's fee, within ten (10) business days of the last scheduled session, unless WAMS rules proscribe otherwise. If any Member involved is not satisfied with the recommendation for settlement, he or she may commence an arbitration proceeding.

10.3 Arbitration. Arbitration proceedings shall be conducted by and under the rules of the Washington Mediation and Arbitration Service ("WAMS"). A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party WAMS arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by WAMS in accordance with its rules. The arbitration proceeding shall be held in the city that is nearest to the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any Arbitrator who is selected shall disclose promptly to the WAMS and to both parties any financial or personal interest the Arbitrator may have in the

result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The Arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing WAMS rules. To the extent any provisions of the WAMS rules conflict with any provision of this Section, the WAMS rules shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the Arbitrator, for inspection and photocopying, all documents, books and records, if determined by the Arbitrator to be relevant to the dispute, and by making available to one another and to the Arbitrator personnel directly or indirectly under their control, for testimony during hearings if determined by the Arbitrator to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the WAMS rule, or by the Arbitrator, for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The Arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The Arbitrator shall neither have nor exercise any power to to award special, indirect, consequential or punitive damages. The decision of the Arbitrator shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Washington shall govern in interpreting the Member's respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Washington; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the Arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the Arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Washington law shall apply in any such subsequent action or proceeding.

11. MISCELLANEOUS PROVISIONS.

11.1 Amendment. The Voting Members may amend or repeal all or part of this Agreement by *unanimous* written agreement. This Agreement may not be amended or repealed by oral agreement of the Members.

11.2 Binding Effect. The provisions of this Agreement will be binding on and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. But this section may not be construed as a modification of any restriction on transfer set forth in this agreement.

11.3 Notice. Except as otherwise provided in other sections of this Agreement, any notice or other communication required or permitted to be given under this Agreement must be in writing, and must be mailed by certified mail, return receipt requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the section of this agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the Company must be addressed to its principal office. The address of a Member or the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's or the Company's giving written notice to the other Members and the Company. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

11.4 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

11.5 Additional Documents. Each Member must execute such additional documents and take such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this Agreement.

11.6 Counterparts. This Agreement may be executed in two or more counterparts, which together will constitute one agreement.

11.7 Governing Law. This Agreement will be governed by the law of the state of Washington.

11.8 Severability. If any provision of this Agreement is invalid or unenforceable, it will not affect the remaining provisions.

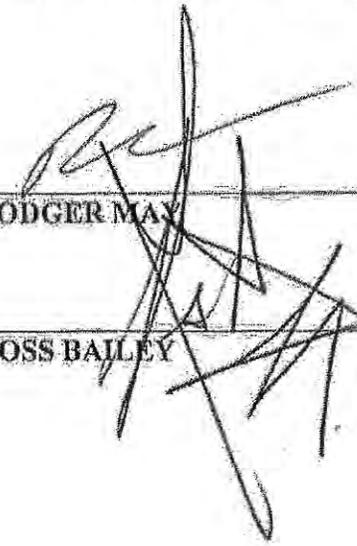
11.9 Third Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including any creditor of the Company, except as otherwise provided by applicable law.

11.10 Authority. Each individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.

CERTIFICATION

The Voting Members hereby agree to the provisions of this Operating Agreement by executing the same hereunder on the date(s) indicated next to their respective signatures:

VOTING MEMBERS:



RODGER MAY

APR 01 2012
Date

ROSS BAILEY

APR 01 2012
Date

EXHIBIT A
(List of Members and Percentage Interests)

Name and Address	Voting Capital	Voting Interest	Non-Voting Capital	Non-Voting Interest	Total Contribution	Ownership Interest
	(USD)	(%)	(USD)	(%)	(USD)	(%)
Rodger May		75.00%		0.00		75.00%
Ross Bailey		25.00%		0.00		25.00%
Total		100.00%		0.00		100.00%

**ORGANIZATIONAL MEETING
OF THE MEMBERS
OF
RELENTLESS SEAFOOD, LLC**

The undersigned, being all the Members of **RELENTLESS SEAFOOD, LLC**, having met at the offices of the Company on the date set forth below, hereby consent to the following action:

1. The Operating Agreement of the Company was agreed upon and executed by the members and inserted in the minute book following the Certificate of Formation.

2. An election was held for the purpose of selecting one (1) Operating Manager for the Company. Upon unanimous vote of the voting members of the Company, the following member was elected to fill the above-referenced position, to serve until removed earlier as set forth in the Operating Agreement:

RODGER MAY 17837 1st Avenue S., PMB 310, Normandy Park, WA 98148

3. The following members of the Company were issued Certificates of Membership and have tendered their respective subscription amounts in accordance with the membership unit ledger which is inserted in the minute book of the Company:

RODGER MAY	750 Voting Units
ROSS BAILEY	250 Voting Units

4. The following Company business was discussed and action taken:

4.1 All pre-formation contracts entered into by the members of the Company are hereby approved and ratified and the Company hereby assumes all responsibility and agrees to hold each of them harmless thereon. All expenses incurred by the members on behalf of the Company shall be reimbursed to them by the Company including but not limited to the costs of formation.

4.2 The act of the Operating Manager, and/or his designated representative(s), in executing and filing the Initial Report of the Company with the state of Oregon as required by statute is hereby ratified.

4.3 The Operating Manager and Members designated in Exhibit "A", attached hereto are hereby authorized to execute on behalf of the Company any and all forms of bank resolutions dealing with Company banking matters, including the establishing and maintaining of Company bank accounts, which in their judgment from time to time may be required for the proper fiscal management of the Company, including the designation thereon of such authorized signatures of Company officers or other agents as may to them seem appropriate. Such officers may execute such banking resolution or resolutions as if authorized to do so by a specific resolution of the Members. The bank and branch indicated in Exhibit "A", attached hereto is hereby designated as the depository of the funds of the corporation.

DATED this 4th day of April, 2012.

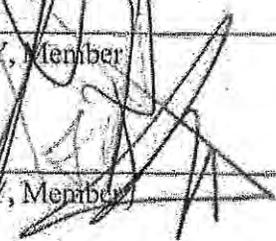


RODGER MAY, Operating Manager

RATIFIED BY:



RODGER MAY, Member



ROSS BAILEY, Member

3120 47 8 1 100.00



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
Phone: (503) 986-2200
www.filinginoregon.com

2014 ANNUAL REPORT

Registry Number: 843845-94
Date of Organization: 03/22/2012
Fee: \$100.00
Due Date: 03/22/2014
Type: DOMESTIC LIMITED LIABILITY COMPANY

RELENTLESS SEAFOOD, LLC
2135 112TH AVE NE STE 200
BELLEVUE WA 98004

FILED

MAR 21 2014

Name of Domestic Limited Liability Company
RELENTLESS SEAFOOD, LLC

OREGON
SECRETARY OF STATE

Jurisdiction: OREGON

The following information is required by statute. Please complete the entire form. If any of the information is incorrect, you can make changes on this form. Failure to submit this Annual Report and fee by the due date may result in inactivation on our records.

Registered Agent

INCORP SERVICES, INC;
820 N RIVER ST LOFT 206
PORTLAND OR 97227

If the Registered Agent has changed, the new Agent has consented to the appointment. Oregon street address required.

1) Type of Business

2) Principal Place of Business (Str. address, city, state, zip)

333 NORTH GAMMANN
COOS BAY OR 97420

3) Mailing Address (Address, city, state, zip)

2135 112TH AVE NE STE 200
BELLEVUE WA 98004

4) Member or Manager (Name & Address)

ROSS BAILEY
2165 COMMISSIONER STREET
VANCOUVER BC V6L 1A4
CANADA

5) Member or Manager (Name & Address)

RODGER D MAY
17837 1ST AVE S PMB 310
NORMANDY PARK WA 98148

6) Signature

RELENTLESS SEAFOOD, LLC

8) Date

2/25/2014



84384594-15073391

RENANA

Make check payable to "Corporation Division" and mail completed form with payment to Secretary of State, Corporation Division, 255 Capitol ST NE Suite 151, Salem, OR 97310-1327.

Note: You can also fax to (503) 378-4381. Filing fees may be paid with VISA or MasterCard. Submit the card number and expiration date on a separate page for your protection.

The annual meeting of the Members of RELENTLESS SEAFOOD, LLC was held on the date as set forth below at the company office in Oregon. A quorum was present, ROSS BAILEY acted as Chairperson of the meeting.

The following matters were discussed and action taken:

1. The Operating Manager shall execute and file the Company's license Renewal/Annual Report with the state of Washington as required by statute.

2. The following Operating Managers of the company were unanimously elected to serve until such time as they resign or are removed in accordance with the company's Operating Agreement:

Operating Manager: **RODGER MAY**

3. The Voting Members of the Company unanimously decided that the compensation for the officers of the Company shall remain undetermined for the current fiscal year. The Voting Members reserve the right to review the compensation of the Company's officers at a later meeting, the date of which has not yet been determined.

4. FAHAD CHOWDHURY of Coldfish Seafood Co., Inc. shall be the tax consultant for the company. The tax consultant's address is 2165 Commissioner Street, Vancouver, BC, V5L 1A4.

5. MICHAEL K. DUBEAU, Michael DuBeau & Associates, P.S., shall continue to be the attorney for the company. The attorney's address is 2135 -- 112th Avenue NE, Suite 200, Bellevue, WA 98004.

6. INCORP SERVICES, INC. shall continue to be the Registered Agent for the company. The Registered Agent's address is 820 N. River St. Loft 206, Portland, OR 97227.

THERE being no further business before the Members, the meeting was adjourned.

DATED on this 7th day of May, 2014.


RODGER MAY, Operating Manager



UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME RESTLESS		OFFICIAL NUMBER 940400	IMO OR OTHER NUMBER VDJ46080J886	YEAR COMPLETED 1988	
HAILING PORT CHARLESTON OR		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE 27 GRT	NET TONNAGE 21 NRT	LENGTH 46.0	BREADTH 14.0	DEPTH 6.3	
PLACE BUILT ARLINGTON WA					
OWNERS RELENTLESS SEAFOOD LLC			OPERATIONAL ENDORSEMENTS FISHERY REGISTRY COASTWISE		
MANAGING OWNER RELENTLESS SEAFOOD LLC 17837 1ST AVENUE S PMB 310 NORMANDY PARK WA 98148			National Vessel Documentation Center USCG I hereby certify this to be a true copy of the records of this office. <i>Timothy V. Skur</i> 12/11/2014 Director, National Vessel Documentation Center		
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS None					
ISSUE DATE DECEMBER 09, 2014		<i>Timothy V. Skur</i> DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES DECEMBER 31, 2015					



Exhibit D

Mr. Ross Bailey
 Fees Required for Reinstatement for a
 Salmon Vessel Permit
 F/V Restless (FG40871)

Year	Permit Fees	
2012-2013 Nonresident Commercial Fishing License	\$	385.75
Commercial Fishing Salmon Stamp	\$	87.55
Nonresident Commercial Boat Registration	\$	1,002.25
SVP	\$	40.94
Late Fee (61 days to March 31, 2013)	\$	<u>560.00</u>
		2,076.49
2013-2014 Nonresident Commercial Fishing License	\$	133.39
Commercial Fishing Salmon Stamp	\$	87.55
Nonresident Commercial Boat Registration	\$	347.50
SVP	\$	41.97
Late Fee (61 days to March 31, 2014)	\$	<u>574.50</u>
		1,184.91
2014-2015 Nonresident Commercial Fishing License	\$	134.93
Commercial Fishing Salmon Stamp	\$	126.18
Nonresident Commercial Boat Registration	\$	351.50
SVP	\$	42.49
Late Fee (31 to 60 days)	\$	<u>290.50</u>
		945.60
Prior Year Fees Due	\$	4,207.00

Prior year permit fees must be paid before a 2015-2016 SVP can issued.

Current Year Fees

2015-2016 Nonresident Commercial Fishing License	\$	136.73
Commercial Fishing Salmon Stamp	\$	87.55
Nonresident Commercial Boat Registration	\$	356.00
SVP	\$	<u>43.00</u>
		623.28
Total Current Permit Year Fees Due	\$	623.28
Total Fees Due	\$	4,830.28