



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Pacific Islands Regional Office
1601 Kapiolani Blvd., Suite 1110
Honolulu, Hawaii 96814-4700
(808) 944-2200 • Fax (808) 973-2941

AUG 15 2011

Mr. Neil A. Sims
Kona Blue Water Farms, Inc.
P.O. Box 4239
Kailua-Kona, HI 96745-4239

Subject: Special Coral Reef Ecosystem Fishing Permit #WPCRSP01; Issued July 8, 2011

Dear Mr. Sims:

This acknowledges receipt of your joint application dated August 10, 2011, requesting transfer of the subject permit from Kona Blue Water Farms, Inc. ("transferor") to Kampachi Farms, LLC (FEIN # 45-2771680) ("transferee"). By this letter, the National Marine Fisheries Service (NMFS) authorizes transfer of the permit and all rights, privileges, liabilities, and associated responsibilities, subject to the following requirements:

1. The transferee has read and fully understands all terms and conditions of the permit and the Environmental Assessment;
2. The transferee shall comply with all of the terms and conditions of the permit;
3. The transferee shall at all times provide sufficient funding for the implementation of all terms and conditions of the permit;
4. The transferee shall not change the operations and processes of the permitted activity without written authorization from NMFS;
5. The transferee shall cooperate at all times with NMFS and provide such information as NMFS determines is relevant to the maintenance and implementation of the permit;
6. The transferee shall not attempt to transfer or assign any rights, privileges, obligations, or responsibilities under such permit without the express written approval of NMFS. Any attempt to transfer or assign such permit that does not comply with this requirement shall render the permit void as of the date of the invalid transfer; and
7. All representations, covenants, warranties, promises, and guarantees made by the transferor in connection with the application and/or approval of subject permit shall be binding on the transferee.

Nothing in this transfer authorization is intended to relieve the transferor of any liability, responsibility, or obligation as may be provided under applicable state or federal law.

Sincerely,

Michael D. Tosatto
Regional Administrator





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