

Mexico Grouper Fishery Improvement Project FRAMEWORK AGREEMENT

This Framework Agreement for Cooperation (hereinafter referred to as the “Agreement”) is entered into by and between the Parties shown here.

Sea-Delight LLC, with domicile in 8195 N.W. 67th Street Miami, FL 33166, USA, represented by Adriana Sanchez-Lindsay; Handy International, with domicile in 700 East Main St. Salisbury, MD 21804, USA, represented by Brendan Sweeny; Atlántida del Sur S.A. de C.V, domicile in Calle 59-A Poniente #791-B, Avenida Jacinto Canek, Col. M. Hidalgo, Merida YU, 97229, Mexico, and the CENTER FOR DEVELOPMENT AND SUSTAINABLE FISHERIES, hereinafter referred to as CEDEPESCA, with domicile in Edificio Jardines de Vista Hermosa, PB-F, Panama City, Panama, represented by Ernesto Godelman, agrees to act in a strategic and technical advisory capacity as resources permit.

This Framework Agreement will be governed by the following principles:

First: it is mutually agreed that the Parties will promote the development of a Fisheries Improvement Project (FIP), including technical works, and exchange of information, training, as well as any other type of cooperation that has an aim to achieve and maintain a sustainable status for the Campeche Bank grouper fishery, with particular focus on Mexico’s management system for this fishery.

Second: In view of scheduling, organizing and coordinating activities that stem from this Framework Agreement, each of Parties will appoint a coordinator that will represent such party. Through the coordinators, any of Parties may launch proposals for activities within the scope of this Framework Agreement.

Third: Actions that result from this Framework Agreement will be implemented according to one or more separately agreed upon agreements (each such agreement hereinafter referred to as a “Specific Agreement”), establishing the details of each work plan, so as to guarantee the achievement of the goals of such plans, as well as the potential economic resources that may result from such agreements and those responsible for each activity.

Fourth: The signature of this Framework Agreement should not be interpreted as an obstacle for any of the signing parties to enter into similar agreements with other institutions or entities interested in sharing common goals.

Fifth: The Parties will determine by unanimity the admission of new FIP participants. This admission will be recognized through an addendum signed by all parties. By virtue of joining the FIP, the new participants acknowledge the terms of this Framework Agreement.

Sixth: The Parties will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Framework Agreement is to benefit the activities of each one of the parties. Therefore, the task to be developed should be an example of effort cooperation.

Seventh: This Framework Agreement will have a validity of one year (1), from the date of the signature of each one of the signing parties, and will be considered as extended automatically and indefinitely for successive additional years if none of the parties shall have delivered to the other parties a written notice at least three (3) months prior to the expiration of each year term stating such party’s intent not to renew this Framework Agreement. However, any of the parties may terminate this Framework Agreement anytime upon at least three (3) months prior written notice to the other parties.

Eighth: The parties agree and accept the following distribution of duties:

- a) The expenses that will be incurred as a result of the actions agreed upon in Specific Agreements will be timely covered by the Sea-Delight LLC, Handy International, Atlántida del Sur, S.A. de C.V. and any other parties subsequently joining.
- b) CEDEPESCA will provide advice general scoping and general coordination in order to put in place a Fisheries Improvement Project (FIP) for the fisheries aforementioned at Point First.

- c) In order to do so, CEDEPESCA will hold meetings with industry representatives and other stakeholders from Mexico and USA to encourage them to be involved with scoping and improvement activities such as conducting MSC pre-assessment, work-plan and implementation activities.
- d) Sea-Delight LLC, Handy International, and any other parties subsequently joining, will encourage its providers in Mexico to be an active part of the FIP.
- e) Atlántida de Sur, S.A. de C.V. will work within its local supply chain and other stakeholders in Mexico to encourage active participation in the FIP.
- f) CEDEPESCA will track the development of the FIP and communicate launching and advances through public reporting.

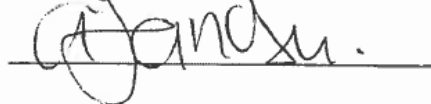
Ninth: The activities of the FIP, as approved by the Parties, will be described in summary in an annual work plan and quarterly updates will be made public on the FIP website page(s) on the CEDEPESCA website and other's websites accepting a link to the report. The content of the annual work plan material disclosed on the CEDEPESCA website will be approved by the Parties. Each participant is encouraged to provide links to the FIP webpage on the CEDEPESCA website to all of its public policy statements made in connection with the FIP and to other information as agreed by the both.

Tenth: The legal domicile of each of the parties is mentioned here above. This Framework Agreement and all legal actions arising out of or connected to this Framework Agreement will be governed, construed and enforced in accordance with the laws of the State of Florida, USA, without giving effect to its choice of law principles. Any action brought in connection with this Framework Agreement shall be brought in the federal or state courts located in Miami, Florida, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts. In the event of a legal claim that may arise between the parties as a result of this Framework Agreement, each party hereby renounces such party's claim to any other law or court that may be related to such party.

The Agreement is signed in originals of equivalent legal value, in Miami, Salisbury and Panama

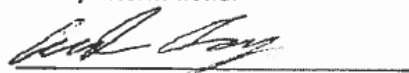
Agreed by:

**On behalf of
Sea Delight LLC**



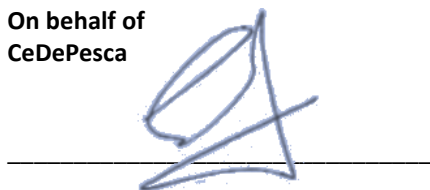
By: Adriana Sanchez
Title: Sustainability Director
Date: Feb 24, 2016

**On behalf of
Handy International**



By: Brendan Sweeny
Title: VP of Operations
Date: Feb 24, 2016

**On behalf of
CeDePesca**



By: Ernesto Godelman
Title: Executive Director
Date: February 24th, 2016