

1 “Board”). Any person wishing to become a Sector member must submit an application no later
2 than sixty (60) days prior to the annual deadline by which Sector applications must be
3 submitted to NMFS. Sector membership shall be effective upon admission of a member by the
4 Board and acceptance by execution by such member of the Sector’s Membership
5 Agreement. Subject to the automatic renewal provisions of Section 12 below, and the
6 disciplinary expulsion provisions of Section 13 below, Sector membership shall expire at the
7 conclusion of each fishing year, unless renewed by the Board in accordance with the Sector’s
8 Bylaws and this Agreement. The Sector’s members (the “Members”), such Members’ “Limited
9 Access Multispecies Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI),
10 associated with the Sector’s allocations under Amendment 16 are identified on the attached
11 **Exhibit A**, which may be amended from time to time in accordance with this Agreement and
12 the Sector’s Bylaws. **Vessels are not listed in Exhibit A because this is a lease-only Sector, and**
13 **there will not be any active vessels in FY2011.**

14 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP
15 defines a sector as a group of three or more persons, none of whom have an ownership interest
16 in the other two persons in the sector. This criterion has been fulfilled with permit # 150930
17 under the distinct ownership of Samoe Inc., permit # 150666 under the distinct ownership of
18 Boston Sustainable Fishing Preservation Fund., and permit # 150592 under the distinct
19 ownership of The Gloucester Fishing Community Preservation Fund, Inc.

20 3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with
21 the requirements of Amendment 16 that all state and federal permits held by Members or
22 assigned to Members’ vessels be disclosed in each sector’s annual operations plan. This sector
23 will be a lease-only sector in 2011 which will cause all state and federal non-groundfish permits
24 / endorsements associated with the sector vessels to be inactive in FY 2011.

25 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all
26 documents necessary to obtain the Sector’s Amendment 16 annual catch entitlement (“ACE”).
27 The Sector shall request all universal exemptions granted to sectors under Amendment 16 and
28 relating multispecies implementing regulations; and any special exemptions the Board deems

1 appropriate. The special exemptions initially requested by the Sector are identified on the
2 “Harvesting Rules” attached hereto as **Exhibit C**.

3 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is
4 composed of allocations for each species of Northeast multispecies groundfish allocated by
5 Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and
6 conditions of this Agreement, each Member shall be entitled to transfer an amount of the
7 Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such species
8 that the Sector receives as a result of such Member’s membership in the Sector. The amount of
9 Sector ACE a Member may transfer, as adjusted by transfers and Sector retainages made in
10 accordance with this Agreement, is referred to hereafter as a Member’s “Harvest Share”. Each
11 Member may transfer its Harvest Share only under the terms and conditions of this Agreement
12 and in compliance with the restrictions imposed by the Manager (as defined below), the
13 Enforcement Committee (as defined below) and the Board in accordance with this Agreement.
14 Any other attempted transfer of a Member’s Harvest Share shall be a breach of this Agreement.

15 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a
16 person to act as the Sector’s authorized agent in all NMFS and New England Fishery
17 Management Council matters (the “Manager”), and a person to serve as the registered agent
18 for receiving service of process on behalf of the Sector (the “Registered Agent”). The
19 procedures for appointing the Manager and the Registered Agent shall be as provided in the
20 Sector’s Bylaws, as the same may be amended from time to time. The Manager and the
21 Registered Agent may be the same person. The Manager shall be responsible for preparing and
22 filing all reports required of the Sector under Amendment 16 and the related implementing
23 regulations. Vito Giacalone, will serve as the registered agent for receiving service of process
24 on behalf of the Sector, and will serve as the NEFS IV Sector Manager.

25 6.1 Communication with Sector. The Manager is the primary point of contact
26 for all communications on behalf of the Sector and all communications regarding NEFS IV
27 should be directed accordingly. However, in limited situations, where NMFS has reason to
28 communicate with the Board of Directors of NEFS IV, rather than its Manager, or in addition to

1 the Manager, the communication should be in writing and sent in hard copy to all Board
2 members. After the Board has had an opportunity to discuss the issue as needed, a written
3 reply, electronic or by post, will be provided from the President, of NEFS IV; with the entire
4 Board being carbon copied on such communication. In the event communication with the
5 Board of NEFS IV is necessary, the following link should be utilized to ensure that the
6 communication is directed to the current Board.

7 <http://corp.sec.state.ma.us/corp/corpsearch/corpsearchinput.asp>

8 7. Consolidation Plan. The Sector's ACE shall be utilized in accordance with the terms
9 and conditions of this Section 7.

10 7.1 Reserve. No Reserve is required for FY 2011. Sector Members will not
11 harvest sector ACE. The sector manager will utilize Inter and Intra sector transfers to move ace
12 between members and to fully utilize the ACE allocated to the Sector.

13 7.2 Harvest Share Use. This Sector is comprised of non-active Members only,
14 who shall not harvest Sector ACE, including without limitation, their own Harvest Share.
15 Members may transfer (lease) harvest share between members and the sector manager will
16 execute transfers of sector ACE through inter-sector leasing.

17 7.3 Harvest Share Transfer. Subject to the terms and conditions of this
18 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or
19 more other Members on such terms and conditions as the transferor Member and the
20 transferee Member(s) may agree. No transfer of a Member's Harvest Share shall become
21 effective until the Manager has received actual notice of such transfer. Any such transfer shall
22 be subject to such terms and conditions as the Board may adopt from time to time. Without
23 limiting the foregoing, the Sector Board of Directors may condition, review, approve and
24 restrict transfers of Harvest Shares to non-Members as it deems necessary.

25 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt
26 such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the
27 Sector's compliance with Amendment 16 and related implementing regulations (such

1 restrictions referred to hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on
2 **Exhibit C**. Each Member shall conduct their harvest of the Sector’s ACE in strict compliance
3 with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such
4 Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The Manager
5 shall annually develop a Sector fishing plan (the “Fishing Plan”), that promotes harvest of the
6 Sector’s ACE **in accordance with the Harvesting Rules**, and shall make the Fishing Plan available
7 to Active Members prior to the commencement of the fishing season. However, at this time
8 no active members comprise this sector.

9 7.5 Re-direction Of Effort. As of the Effective Date, the Members have not
10 identified any anticipated redirection of fishing effort resulting from Sector formation and
11 operations. The Members anticipate that their level of participation in other federal and state
12 fisheries for which they are licensed to fish will remain consistent with previous levels of
13 participation. Pursuant to the requirements of Amendment 16, the Sector shall report all
14 Member fishing activity known to it as part of its annual report.

15 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
16 NA

17 7.7 Consolidation and Redistribution of ACE: In FY 2010, 0% of the permits enrolled in
18 the NEFS IV for FY 2011 are attached to vessels actively fishing for NE multispecies. For FY
19 2011, 43 permits are currently enrolled in NEFS IV. The member permits that are not attached
20 to active NE multispecies vessels in FY 2011 are the same permits that leased out their harvest
21 share in FY 2010 and their DAS allocations in FY 2009. NEFS IV will lease a majority of its Sectors
22 ACE to NEFS II and NEFS III, for utilization by active vessels enrolled in these sectors. This
23 leasing will have the net positive effect of minimizing the potential of consolidation of active
24 vessels enrolled in those sectors that have historically participated in the multispecies fishery.

25
26 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
27 Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby

1 authorizes the release to the NEFS IV of information that is considered to be confidential or
2 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various
3 species of fish associated with the limited access Northeast multispecies permit with the
4 Moratorium Right Identifiers (MRIs) listed above submitted to the National Marine Fisheries
5 Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to
6 access. This information includes data required to be submitted or collected by NMFS,
7 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports,
8 Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and
9 at-sea monitoring data, enforcement data, and all other information associated with the vessel,
10 MRI #, and/or permit records..

11 9. Catch Monitoring and Reporting. At this time no active members comprise this
12 sector..

13 10. Breach and Remedies for Breach. The benefits associated with Sector membership
14 will only accrue to the Members if each of them strictly complies with this Agreement. Each
15 Member will make significant operational and financial commitments based on this Agreement,
16 and any Member's failure to fulfill any of its obligations under this Agreement could have
17 significant adverse consequences for some or all other Members. Any failure by a Member to
18 fulfill any of its obligations under this Agreement shall constitute a breach of this Agreement.
19 Each Member shall be bound by the procedures set forth in this Section for determining
20 whether a Member has breached this Agreement. The Sector shall be entitled to the remedies
21 set forth in this Section if a Member is determined by the Sector to have breached this
22 Agreement. Each Member shall take all actions and execute all documents the Manager deems
23 necessary or convenient to give effect to the provisions of this Section.

24 10.1 Liquidated Damages Schedule and Schedule Amendments. NA

25 10.2 Enforcement Committee. Not less than one hundred twenty (120) days
26 prior to each annual Northeast multispecies groundfish season opening date (the "Season
27 Opening Date"), the Manager shall call a meeting of the Board to appoint the Enforcement
28 Committee for the upcoming year, and to address any other matters of Sector business

1 properly before the Board. The Board shall meet for those purposes not less than ninety (90)
2 days prior to the Season Opening Date, and at such meeting shall appoint an Enforcement
3 Committee composed of five (5) persons. If the Board fails to do so, the Manager shall appoint
4 the Enforcement Committee. The Enforcement Committee shall assist the Manager in setting
5 and updating the liquidated damages amounts for breaches of this Agreement and shall hear
6 and decide Members' appeals of the Manager's contract breach determinations and liquidated
7 damages assessments.

8 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA

9 10.4 Liquidated Damages Calculation. NA

10 10.5 Notice to Vessel Masters; Assumption of Liability. NA At this time no active
11 members comprise this sector.

12 10.6 Liquidated Damages Security. NA

13 10.7 Manager Action in Response to Apparent Breach. The Manager shall
14 monitor the Members' compliance with the terms and conditions of this Agreement. If the
15 Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager
16 shall investigate the matter, and if the Manager concludes that a Member has breached this
17 Agreement, the Manager shall notify such Member of the apparent breach and (if such breach
18 is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach.
19 If such Member fails to demonstrate to the Manager, in the Manager's sole and absolute
20 discretion, that no breach occurred, or to cure the breach within the time period directed by
21 the Manager, taking into account the magnitude of the breach and the potential consequences
22 of the breach for the Sector and the other Members, the Manager shall notify the Member in
23 writing that the Manager is referring the alleged breach to the Enforcement Committee, and
24 shall notify the Enforcement Committee in writing of the alleged breach and the proposed
25 liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure
26 period described above, the Manager concludes it is necessary for the protection of the
27 interests of the Sector and its Members, the Manager may issue a "Stop Fishing Order" to the
28 Member in apparent breach, and if such Member fails to cause the vessels harvesting its

1 Harvest Share to immediately stop fishing , the sector manager may take any action he/she
2 deems necessary including without limitation, self help or court action which may include the
3 seeking of injunctive relief.

4 10.8 Member Appeals. NA

5 10.9 Voluntary Compliance. In connection with breaches of this Agreement for
6 which a Member is liable to the Sector or other Sector Members for liquidated damages, the
7 Sector shall provide the breaching Member fifteen (15) days prior notice of its intent to exercise
8 its rights of collection, during which period the Member may propose an alternative method of
9 compensating the Sector and other Sector Members for the damages suffered as the result of
10 such Member's breach. The Enforcement Committee may approve or disapprove any
11 alternative form of compensation in its sole discretion, provided that if the breach at issue is an
12 overharvest of a Member's Harvest Share, there shall be no liquidated damages imposed if the
13 Member in breach obtains sufficient Harvest Share from other Members to offset the
14 overharvest, and tenders conclusive evidence to that effect to the Enforcement Committee.
15 Such Member shall nevertheless remain liable for the costs and fees incurred by the Sector in
16 connection with the alleged breach, and the Sector shall be entitled to collect such costs and
17 fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand
18 for payment.

19 10.10 Liquidated Damages Collection and Related Expenses. NA

20 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA

21 10.12 Distribution of Damages. NA

22 11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's
23 Members may be held jointly liable for ACE overages, discarding of legal-sized fish and
24 misreporting of catch landings or discards. Further, each Member acknowledges that should a
25 hard total allowable catch ("TAC") allocated to the Sector be exceeded in a given fishing year,
26 the Sector's allocation will be reduced by the overage in the following fishing year, and the
27 Sector, each vessel participating in the Sector and each vessel operator and/or vessel owner

1 participating in the Sector may be charged, as a result of said overages, jointly and severally for
2 civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904, and that if the Sector
3 exceeds its TAC in more than one (1) fishing year, the Sector's ACE may be permanently
4 reduced or the Sector's authorization to operate may be withdrawn.

5 In consideration of the foregoing, each Member agrees to indemnify, defend and hold the
6 Sector and all other Members harmless from and against all liabilities, claims, fines, penalties
7 and forfeitures of any nature whatsoever arising out of or related to any breach of this
8 Agreement related to such Active Member's use of Sector ACE, and each Member agrees to
9 indemnify, defend and hold the Sector and the other Members harmless from and against all
10 liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or
11 related to such Member's breach of this Agreement. Each Member authorizes the Board to
12 require that a Member's obligations under this Section 11 be secured by a surety.

13 12. Membership Termination. No Member may terminate its membership in the Sector
14 other than in accordance with this Section 12. A Member that has agreed to join the Sector
15 prior to the Effective Date may withdraw from Sector membership prior to the Effective Date
16 without penalty or prejudice. Thereafter, only a Member that is not in breach of this
17 Agreement and that has no outstanding Sector performance or payment obligations may
18 terminate its membership in the Sector, and may do so only in compliance with the terms and
19 conditions of this Section 12. Notwithstanding the foregoing, the Board may terminate the
20 membership of a Member in breach of its payment or performance obligations under this
21 Agreement, as the Board deems appropriate in its sole discretion.

22 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date,
23 above, a Member that is eligible to terminate such Member's Sector membership may do so
24 only by providing written notice to that effect to all other Members on or before July 1, or such
25 date as the Board may from time to time establish for that purpose (the "Termination Date")
26 each year. A Member that fails to provide such notice by the Termination Date shall be
27 deemed to have automatically renewed its Sector membership for the following year, and all
28 other Members shall be entitled to act in reliance on such renewal accordingly. If any Member

1 provides a membership termination notice by the Termination Date, each of the other
2 Members shall have ten (10) days from the date they receive such notice to terminate their
3 membership as well, notwithstanding the Termination Date notice deadline. Termination of
4 membership in the Sector shall be effective as of the final day of the current fishing year.

5 If a Member is in breach of this Agreement or has outstanding Sector payment or performance
6 obligations as of the Termination Date, unless the Board takes action to terminate such
7 Member's membership, such Member's membership shall be deemed renewed for the
8 following year, notwithstanding any notice of withdrawal such Member may give, and the
9 Sector shall have the authority to file an application for a Sector allocation including such
10 Member as a Member of the Sector. Each Member hereby grants the Sector a power-of-
11 attorney, coupled with an interest, for such purposes, and authorizes each of the Sector's
12 officers to take any and all actions and execute any and all documents necessary or convenient
13 to give effect to this provision.

14 Termination of membership shall not relieve a person or entity of any obligations under this
15 Agreement related to the period during which such person or entity was a Member, including
16 but not limited to liquidated damages obligations for breach of this Agreement, consequential
17 damages obligations for breaches resulting from acts of gross negligence or willful misconduct,
18 or indemnification obligations related to such person or entity's actions as a Member.

19 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a
20 knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is
21 either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after
22 being appealed, and which such Member fails to cure through voluntary compliance approved
23 by the Enforcement Committee pursuant to Section 10.9. (iii) perpetrating a fishery regulation
24 violation that exposes Sector Members to joint liability for such violation. A Member shall be
25 immediately and automatically expelled from the Sector if such Member ceases to be eligible to
26 participate in the Sector or if such Member engages in conduct that exposes the Sector or other
27 Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion, the
28 expelled Member shall lose all rights to utilize any portion of the Sector's ACE unless the

1 expelled Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay
2 fees that were levied prior to the date of expulsion, or to pay liquidated damages and costs and
3 fees related to an action or omission by the expelled Member that preceded the date of
4 expulsion. The Sector shall notify NMFS immediately upon a Sector Member's expulsion; by
5 electronic email, followed by posted mail.

6 14. Stop Fishing Order; Injunctive Relief. NA

7 15. Permit Transfer/Sale. No Member may transfer such Member's "LA MS" permit or
8 "MRI" permit to a person who is not an Member unless such person assumes all of the
9 transferring Member's obligations under this Agreement as of the effective date of such
10 transfer. A person other than a Member who receives a Member's "LA MS" permit or "MRI"
11 permit from a Member in accordance with this Section 15 (a "Transferee") shall only be eligible
12 to participate in the Sector for the balance of the fishing year during which the transfer occurs,
13 and thereafter may only remain a Sector Member if such Transferee applies for and is admitted
14 to Sector membership in accordance with Section 2, above

15 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold
16 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on
17 the Manager exercising reasonable independent business judgment in good faith in reviewing
18 and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE,
19 and enforcing the terms and conditions of this Agreement. Each Member hereby waives and
20 releases any and all claims against the Manager arising out of or relating to Manager's
21 performance under this Agreement, other than those arising solely from the gross negligence
22 or willful misconduct by the Manager, as conclusively determined by a court of final and
23 competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify,
24 defend and hold the Manager harmless from and against any third party claims, damages, fines,
25 penalties and liabilities of any kind whatsoever asserted against the Manager in connection
26 with the Manager's performance under this Agreement, other than those arising out of gross
27 negligence or willful misconduct by the Manager.

1 17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at
2 least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify
3 the Members in writing of the amount of Sector membership fees that the Board has adopted
4 for the upcoming year of Sector operations.

5 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good
6 faith commercially reasonable efforts to resolve any disputes arising under this Agreement
7 through direct negotiations. Breaches of this Agreement which are not resolved through direct
8 negotiation shall be submitted to binding arbitration upon the request of any party at interest.
9 Any person nominated as an arbitrator hereunder by any person shall be a person of mature,
10 sound and reasonable business judgment and experience and either have (a) held a federal
11 fishing master license for at least ten (10) years, or (b) been an attorney at law practicing in the
12 area of fisheries for at least ten (10) years.

13 The party's written request for arbitration shall include the name of the arbitrator selected by
14 the party requesting arbitration. The respondent party shall have ten (10) days to provide
15 written notice of the name of the arbitrator it has selected, if any. If the other party timely
16 selects a second arbitrator, the two arbitrators will jointly select a third arbitrator within ten
17 (10) days. If the other party does not timely select the second arbitrator, there shall be only the
18 one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the
19 arbitration hearing as soon as possible thereafter. Any arbitrator must have no material ties to
20 the Sector or any Member. The decision of the arbitrator (or in the case of a three (3)
21 arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be
22 conducted under the rules of (but not by) the American Arbitration Association. The parties will
23 be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole
24 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party
25 shall bear its own costs of preparation and presentation, unless, in the case of the Sector, the
26 Board determines to assess such costs to the applicable Member, which costs shall be
27 immediately due and payable. In no event will arbitration be available pursuant to this
28 paragraph after the date when commencement of such legal or equitable proceedings based on

1 such claim, dispute, or other matter in question would be barred by an applicable statute of
2 limitations.

3 The final decision of the Arbitrators shall not be subject to review or appeal by any other
4 person, including any court, with the exception of NMFS in its oversight role for the purposes of
5 statutory and regulatory compliance and consistency. Any right to any such appeal is hereby
6 irrevocably waived and relinquished. Such final decision shall bind the parties and shall not
7 require any further action of enforcement or collection once docketed with the records of the
8 Sector. In breach by any Member of performance thereof, the Manager may *suaspon*te and
9 without any notice or hearing issue a Stop Fishing Order or an Order of Expulsion respecting
10 such Member in breach.

11 The Sector shall, without limiting the foregoing rights and procedure, also have the right to
12 enforce any decision against any Member in breach by an action for specific performance,
13 declaratory relief, *lis pendens* or any other action in a court of law having jurisdiction of the
14 parties, it being understood and agreed that the Federal court for the District of Massachusetts
15 and the Massachusetts Superior Court for the County where the registered office of the Sector
16 is located shall be deemed to have such jurisdiction

17 19. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral
18 documents referred to herein are and shall all be as the same may be amended from time to
19 time. Any amendments thereto or hereto which are approved by the Board shall, as a
20 condition of further membership of any Member in the Sector be deemed without any
21 requirement of acceptance, consent or execution by any such Member to have been adopted,
22 ratified and confirmed by such Member.

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1 **EXHIBIT A**

2 **Sector Membership Fishing Year 2011 (May 1, 2011 to April 30, 2012)**

3 To be provided on September 10, 2010 Roster/Contract Deadline

4

5 SECTOR MEMBERS: The following table identifies The NEFS IV Members:

6 [INSERT TABLE]

7

8

9 ACTIVE MEMBERS: The following table identifies the Vessels that are authorized to harvest Sector ACE:

10 [INSERT TABLE]

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12
13
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1 **EXHIBIT B**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure**
3 **Requirements Fishing Year 2011 (May 1, 2011 to April 30, 2012)**

4 To be provided on September 10, 2010 Roster/Contract Deadline

5
6
7 The following table represents those Limited Access Multispecies Permits held by Sector Members that
8 were not signed into a Sector:

9 [INSERT TABLE]

10
11
12 Additional Information on federal and state permits associated with Sector Vessels and Sector Members
13 can be located at TAB 7.

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1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **LEASE-ONLY SECTOR / NO Active Vessels**

4 **Fishing Year 2011 (May 1, 2011 to April 30, 2012)**

5 *The Members and the Participating Vessels of **Northeast Fishery Sector IV** agree to be legally*
6 *bound to follow the Harvesting Rules for the Fishing Year 2011as described herein, in*
7 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*
8 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*
9 *Multispecies vessels. The Members and the Participating Vessels will not harvest Sector ACE or*
10 *engage in other fishing activity for the fishing year2011-2012. The Sector ACE will only be*
11 *utilized through Inter-Sector ACE transfers primarily to NEFS II and NEFS III.*

12 **ANNUAL CATCH ENTITLEMENT:** (as determined by NMFS)

GOM Cod	GB Cod	GOM Haddock	GB Haddock	CC/GOM Yellowtail Flounder	GB Yellowtail Flounder:	SNE/MA Yellowtail Flounder
	Eastern:		Eastern:			
	Western:		Western:			
Pollock	Redfish	White Hake	American Plaice	GOM Winter Flounder	GB Winter Flounder	Witch Flounder

13
14 **1. ANNUAL CATCH ENTITLEMENT:**The members agree that they will not collectively
15 lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish
16 stocks.

17 **2. QUOTA MANAGEMENT:** Sector members will use a PC based software for collecting data,
18 reporting transfers, and logbook information.

19 **3. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-
20 Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS
21 reduction proposed in Amendment 16 for common pool vessels. Members will be allowed to
22 lease DAS to other sectors/members.

1 **4. VESSEL LOGBOOKS (VTRs/e-VTR):**All sector members will comply with applicable reporting
2 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip
3 Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-
4 VTRs in the format required by the FSO and NERO. Sector Members will execute all documents
5 necessary to meet legal requirements for the purpose of facilitating e-VTR service.

6 **5. WEEKLY REPORTS:**The Sector Manager will submit Weekly Sector Reports of all landings and
7 discards by sector vessels, to NMFS, as required. The Sector will submit required reports, using
8 the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector*
9 *Manager ACE Status Report, Sector Manager Detailed Report, and Sector Manager Trip Issue*
10 *Report* as codified in §648.87(b)(1)(vi)(B).

11
12 5.1 **REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** Because no
13 participating vessels will catch groundfish, no increased reporting frequency is required.
14

15 **6. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager
16 will submit an annual report to NMFS and the Council that summarizes: fishing (Leasing/
17 Transferring) activities of Members, including harvest levels of all species by sector vessels
18 (landings and discards by gear types); enforcement actions; and any other relevant information
19 required to evaluate the performance of the Sector. The sector will submit required reports
20 using the format and procedure prescribed by NMFS.

21 **7. DATA RECONCILIATION:** The Sector Manager will verify that ACE transfers are reconciled
22 with the Sectors that have participated with the sector for consistency. The Sector will receive
23 the data electronically to expedite and automate data reconciliation. If a discrepancy is
24 detected, the Sector Manager will notify the other sector(s) and NMFS of the discrepancy and
25 will note discrepancies on the weekly report until resolved.

26 **8. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the
27 sector's vessels to a data collection and distribution web portal, an administrative exemption
28 may or may not be required to allow the server to relay catch reports and logbook data on
29 behalf of sector member vessels.

30 **9. DATA MANAGEMENT:** All data necessary for sector ACE management, including all elements
31 of VTR logbook and daily / weekly reporting requirements will be input electronically.
32 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,
33 the Sector's server will be capable of collecting, storing, converting and relaying all data
34 elements necessary to meet all reporting requirements in the formats required by the
35 recipients

1 **10. PROOF OF SECTOR MEMBERSHIP:** For the fishing year 2011, no members / vessels of
2 Northeast Fishery Sector IV will be authorized to harvest the Sector's ACE . Therefore, LOAs
3 would not be a necessary component of this Sectors operations.
4

5 **11. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all
6 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following
7 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

8 **11.1 ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission
9 from the Sector's vessels to a data collection and distribution web portal, an
10 administrative exemption may or may not be required to allow the server to relay catch
11 reports and logbook data on behalf of sector member vessels.

12 **11.2 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**
13 Members will be exempted from the length and horsepower restrictions imposed on
14 DAS leasing for NEFS IV participating members and those members of other sectors that
15 are granted this exemption.
16

17 **12. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
18 acknowledge that the following provisions have been interpreted by NMFS as applicable to all
19 operating sectors. Sector Members acknowledge this applicability and where appropriate
20 utilize these universal interpretations within their sector management and operations:

21 **12.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-
22 sector (between members) within the guidelines and procedures contained in the FMP
23 and as amended by Amendment 16. The Sector would accept any future relief in the
24 length and horsepower constraints of the program that may be authorized by the RA in
25 the future.

26 **12.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-
27 at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only
28 with Members of other Sectors whom are similarly exempt. Members acknowledge
29 that such DAS leasing would not be exempted from existing length and horsepower
30 constraints as currently contained in applicable regulations.

31 **12.3 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one
32 Environmental Assessment for all sectors seeking authorization for Fishing Year 2011,
33 and that NMFS communication has stated that if an exemption is approved for one
34 Sector, all other authorized Sectors can be similarly approved for that specific
35 exemption based on the terms and conditions of the originally requesting sector. In

1 light of this understanding, NEFS IV will request authorization for such exemptions it
2 deems beneficial for its operations, prior to the publication of the final authorizing rule.

3 **12.3.1 Requirement to Power a VMS While at Dock** (Federal Register Vol. 76 No.
4 39 2-28-2011; page 10865)

5
6 **13. DATABASE MANAGEMENT:** The Sector, acting through its Manager, will maintain the
7 database(s) of vessel trip reports (VTR), dealer, At Sea (ASM) and Dockside (DSM) monitoring
8 reports. In addition, the Sector will maintain any other database it determines necessary for its
9 operations.

10 **14. DOCKSIDE MONITORING AND AT-SEA MONITORING:** This Sector will operate as a Lease-
11 Only Sector in fishing year 2011. No members of Northeast Fishery Sector IV will actively
12 engage in fishing activities with the MRI permits or vessels listed as "Members" in exhibit A.

13

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent
3 those sections of **NEFS IV** Agreement and related Exhibits that are Administrative in nature and
4 therefore not subject to enforcement by the National Marine Fisheries Service, as required to be
5 specified by sector regulations 50 CFR 648.87(b)(2)(x). This Sector will operate as a LEASE-ONLY Sector
6 in fishing year 2011. No member or member vessel/s will be authorized to harvest Sector ACE or to
7 otherwise engage in fishing activities during the 2011 fishing year. Therefore, provisions of A16 and the
8 Northeast multi-species FMP and this Operations Plan and Agreement that are applicable to fishing /
9 harvesting activities are implicitly irrelevant to the FY 2011 operations of Northeast Fishery Sector IV.
10 Note: Some provisions of this Operations Plan and Agreement are not applicable while the sector is a
11 Lease-Only operation and are designated: "NA" (not applicable). Those provisions that are
12 administrative are listed in this addendum and designated with "NA".

13 **SECTOR OPERATIONS PLAN AND AGREEMENT**

- 14 1. Sector Name.
- 15 2. Sector Eligibility and Membership.
- 16 4. Sector Allocation and Exemptions.
- 17 5. Distribution of Sector ACE.
- 18 6. Sector Manager and Registered Agent.
- 19 7. Consolidation Plan.
- 20 7.1 Harvest Share Reserve
- 21 7.2 Harvest Share Use.
- 22 7.3 Harvest Share Transfer.
- 23 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
24 applies to Harvesting Rules Sections 1, 5, 6, 7, and 11 which are enforceable and therefore not
25 considered administrative under this section.
- 26 7.5 Re-direction Of Effort.
- 27 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 28 7.7 Consolidation and Redistribution of ACE:

- 1
- 2 8. Release of Catch Data.
- 3 9. Catch Monitoring and Reporting.
- 4 10. Breach and Remedies for Breach.
- 5 10.1 Liquidated Damages Schedule and Schedule Amendments. NA
- 6 10.2 Enforcement Committee.
- 7 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA
- 8 10.4 Liquidated Damages Calculation. NA
- 9 10.5 Notice to Vessel Masters; Assumption of Liability. NA
- 10 10.6 Liquidated Damages Security. NA
- 11 10.7 Manager Action in Response to Apparent Breach.
- 12 10.8 Member Appeals. NA
- 13 10.9 Voluntary Compliance.
- 14 10.10 Liquidated Damages Collection and Related Expenses. NA
- 15 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA
- 16 10.12 Distribution of Damages. NA
- 17 11. Joint Liability and Indemnification.
- 18 12. Membership Termination
- 19 14. Stop Fishing Order; Injunctive Relief. NA
- 20 15. Permit Transfer/Sale.
- 21 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 22 17. Sector Membership Fees.

1 18. Binding Arbitration.

2 19. Amendment and Incorporation by Reference.

3

4 EXHIBIT C

5 HARVESTING RULES

6 2. QUOTA MANAGEMENT:

7 7. DATA RECONCILIATION:

8 8. ADMINISTRATIVE EXEMPTION:

9 9. DATA MANAGEMENT:

10 13. DATABASE MANAGEMENT:

11

12

EXPLANATORY ADDENDUM

1
2
3
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14

Per request by NMFS this **explanatory text** is being provided to identify in one location Right of First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and distinct provisions that deal with harvest share transfers and permit sales, respectively; it is inaccurate to construe them as meaning the same thing. Nothing within this explanatory addendum should be considered as part of the Sector governing documents which the Members have agreed to follow, all questions regarding these provisions should be directed to their respective sections in the governing documents:

§ 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and inter sector harvest share transfers.

§ 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or transfers.

<u>REGISTRATION</u>	<u>PERMIT</u>	<u>NAME</u>	<u>MRI #</u>
MS7975AS	150592	ACME	246
MS4092AX	151157	AMERICAN EAGLE	2678
MS8273AS	150600	BLUE SURF	1491
MS7976AS	150589	BLUE WATERS	1365
MS4145AT	150659	BONAVENTURE	1320
MS5818AU	150789	CAPE COD	1880
MS5020AU	150781	CAPE MAY	505
MS9862AV	150929	CHARLOTTE G II	794
MS3257AX	150666	CURLEW	1812
MS3099AU	150722	DOLPHIN	125
MS7177AS	150531	HOLY CROSS	1709
MS7173AS	150513	HOLY FAMILY	444
MS4517AU	150669	JEAN D ARC	1867
MS9863AV	150926	JOSEPH & LUCIA	358
MS6429AT	150930	JOSEPHINE	1999
MS4234AX	151165	JUDITH LEE ROSE	68
MS8875AU	150827	KATIE D	1447
MS5386AU	150762	LADY IN BLUE	684
MS7605AS	150564	LADY OF GOOD VOYAGE	2112
MS7606AS	150560	LADY OF THE ROSARY	356
MS3890AX	150749	LEVIATHAN	868
MS5821AU	150791	LITTLE FLOWER	843
MS9861AV	150914	MISS JUDITH II	665
MS7604AS	150551	MOTHER & GRACE	2356
MS7178AS	150523	OUR LADY OF FATIMA	2023
MS9445AR	150479	OVER THE HORIZON	467
MS9608AV	150923	PATRIOT	447
MS7750AS	150546	SAINT BERNADETTE	1263
MS7978AS	150590	SAINT FRANCIS	432
MS4146ZG	150621	SAINT GEORGE	468
MS7751AS	150539	SAINT JOSEPH	1530
MS7607AS	150568	SAINT JUDE	200
MS7179AS	150532	SAINT MARY	1332
MS7172AS	150512	SAINT NICHOLAS	1650
MS7176AS	150514	SAINT PETER	2004
MS7175AS	150544	SAINT ROSALIE	1967

MS7977AS	150582	SAINT STEPHEN	476
MS7174AS	150527	SAINT VICTORIA	1279
MS4408AT	149838	SALVATORE	421
MS7286AS	150550	SANTA LUCIA	502
MS7608AS	150553	SANTA MARIA	1712
MS5822AU	150784	TEXAS	985
MS6699AU	150802	VINCIE N	1011

Federal Permit Endorsements

MRI #	NAME	PERMIT	REGISTRATION	SCALLOP	MONK	Squid / Mackerel/Butterfish	Summer Flounder	Scup	HERRING	AMERICAN LOBSTER	Black Sea Bass
246	ACME	150592	MS7975AS		D	3, 4	1		D	1. A1, A2, AOC	
1491	BLUE SURF	150600	MS8273AS		D	3, 4			D		
1365	BLUE WATERS	150589	MS7976AS		E	3, 4			D	A1	
1320	BONAVENTURE	150659	MS4145AT		E	3,4			D	1, A1	
1880	CAPE COD	150789	MS5818AU		E	3, 4			D	1, AOC	
505	CAPE MAY	150781	MS5020AU		C	3, 4			D	1	
794	CHARLOTTE G II	150929	MS9862AV		C		1, 3, 4	1	D	1	1
1812	CURLEW	150666	MS4143AT		D	1,3,4	1	1	D	1, A2, AOC	1
125	DOLPHIN	150722	MS3099AU		E				D		
1709	HOLY CROSS	150531	MS7177AS		D	3, 4				1	
444	HOLY FAMILY	150513	MS7173AS		C	3, 4			D	1	
1867	JEAN D ARC	150669	MS4517AU		E	3, 4			D	1	
358	JOSEPH & LUCIA	150926	MS9863AV	A	D	1,3,4	1	1	D	1	1
1999	JOSEPHINE	150930	MS6429AT		E	3, 4			D	1	
1447	KATIE D	150827	MS8875AU		C	1, 3, 4	1	1	D	1	1
684	LADY IN BLUE	150762	MS5386AU	C	C	3, 4			D	1	
2112	LADY OF GOOD VOYAGE	150564	MS7605AS		E	3,4	1		D	1, A1, AOC	1
356	LADY OF THE ROSARY	150560	MS7606AS		E	3, 4		1	D		
868	LEVIATHAN	150749	MS5198AU		C	1, 3, 4	1	1	D	1	1
843	LITTLE FLOWER	150791	MS5821AU		D	1, 3, 4	1	1	D	1, A2	1
665	MISS JUDITH II	150914	MS9861AV		C	1, 3, 4	1	1	D	1	1
2356	MOTHER & GRACE	150551	MS7604AS		E	3,4			D		
2023	OUR LADY OF FATIMA	150523	MS7178AS		E	3, 4	1	1	D	1	
467	OVER THE HORIZON	150479	MS9445AR		E	3, 4			D	1, A1, AOC	
447	PATRIOT	150923	MS9608AV		D	3,4			D	1	
1263	SAINT BERNADETTE	150546	MS7750AS		D	1, 3, 4	1	1	D	1	1
432	SAINT FRANCIS	150590	MS7978AS		C	3,4			D	1	
468	SAINT GEORGE	150621	MS4146ZG		E	3, 4	1	1	D	1	
1530	SAINT JOSEPH	150539	MS7751AS		C	3, 4		1	D	1, A1	
200	SAINT JUDE	150568	MS7607AS		D	3,4			D	1	
1332	SAINT MARY	150532	MS7179AS		E	3, 4			D	1, A1	
1650	SAINT NICHOLAS	150512	MS7172AS		E	3, 4			D	1, A1	
2004	SAINT PETER	150514	MS7176AS		E	3, 4			D	1, A1	
1967	SAINT ROSALIE	150544	MS7175AS		E				D		
476	SAINT STEPHEN	150582	MS7977AS		D	3, 4			D	1	
1279	SAINT VICTORIA	150527	MS7174AS		E	3, 4			D	A1, A2	
421	SALVATORE	149838	MS4408AT		E	3,4	1	1	D	1	
502	SANTA LUCIA	150550	MS7286AS		C				D	1	
1712	SANTA MARIA	150553	MS7608AS		E	1, 3, 4		1	D	1, A2	1
985	TEXAS	150784	MS5822AU		C	3,4			D	1	
1011	VINCIE N	150802	MS6699AU		C	1, 3, 4		1	D	1	1
2678	CLO-ANNE	146709	MS4699SU	TBD	E	3	TBD	TBD	TBD	TBD	TBD
68	GILLIAN ANNE	211869	618217		E	3	TBD	TBD	TBD	TBD	TBD

**NORTHEAST FISHERY SECTOR IV
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 8th day of September 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a non-Active Member. Member acknowledges that NEFS IV is a lease only sector, and therefore any permit enrolled in this sector is for leasing purposes only.

4. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. [Signature]

Owner/Entity Name:

Boston Sustainable Fishing Preservation Fund

Name of Authorized Representative (print):

Michael Walsh

Title: Pres

List all permits enrolling.

Permit Number: 150666 MRI 1812

Permit Number: 150749 MRI 868

Permit Number: _____ MRI _____

On this 8 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are true and accurate to the best of his (her) knowledge and belief.

[Signature] (notary signature and seal of notary)

My commission expires 2/11/12

NORTHEAST FISHERY SECTOR IV
SECTOR OPERATIONS PLAN AND AGREEMENT
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Guiseppe A Russo

Owner/Entity Name:

Sause Inc.

Name of Authorized Representative (print):

Guiseppe A Russo

Title: President

List all permits enrolling.

Permit Number: 150930 MRI 1999

Permit Number: _____ MRI _____

NORTHEAST FISHERY SECTOR IV
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Giuseppina A Russo

Owner/Entity Name:

FV Josephine Inc

Name of Authorized Representative (print):

Giuseppina A Russo

Title: President

List all permits enrolling.

Permit Number: 149838 MRI 421

Permit Number: _____ MRI _____

NORTHEAST FISHERY SECTOR IV
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. *Giuseppe A. Russo*

Owner/Entity Name:

S 3 M Fisheries

Name of Authorized Representative (print):

Giuseppe A. Russo

Title: President

List all permits enrolling.

Permit Number: 150923 MRI 447

Permit Number: _____ MRI _____

NORTHEAST FISHERY SECTOR IV
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x.

Owner/Entity Name:

Name of Authorized Representative (print):

Title:

List all permits enrolling.

Permit Number: _____ MRI _____

* (Please see attached Doc.)

Gloucester Fishing Community Preservation Fund

Vito Giacalone

President

Permit #	MRI #	Vessel Name	Comments
150592	246	ACME	
150600	1491	BLUE SURF	
150589	1365	BLUE WATERS	
150659	1320	BONAVENTURE	
150789	1880	CAPE COD	
150781	505	CAPE MAY	
150929	794	CHARLOTTE G II	
150722	125	DOLPHIN	
150531	1709	HOLY CROSS	
150513	444	HOLY FAMILY	
150669	1867	JEAN D ARC	
150926	358	JOSEPH & LUCIA	
150827	1447	KATIE D	
150762	684	LADY IN BLUE	
150564	2112	LADY OF GOOD VOYAGE	
150560	356	LADY OF THE ROSARY	
150749	868	LEVIATHAN	Pending transaction to Boston Sustainable Fishing Preservation Fund. CPH STATUS/MORATORIUM SCALLOP
150791	843	LITTLE FLOWER	
150914	665	MISS JUDITH II	
150551	2356	MOTHER & GRACE	
150523	2023	OUR LADY OF FATIMA	
150479	467	OVER THE HORIZON	
150546	1263	SAINT BERNADETTE	
150590	432	SAINT FRANCIS	
150621	468	SAINT GEORGE	
150539	1530	SAINT JOSEPH	
150568	200	SAINT JUDE	
150532	1332	SAINT MARY	
150512	1650	SAINT NICHOLAS	
150514	2004	SAINT PETER	
150544	1967	SAINT ROSALIE	
150582	476	SAINT STEPHEN	
150527	1279	SAINT VICTORIA	
150550	502	SANTA LUCIA	
150553	1712	SANTA MARIA	
150784	985	TEXAS	
150802	1011	VINCIE N	

Yes, 9/9/10

NORTHEAST FISHERY SECTOR IV
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of NOVEMBER, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a non-Active Member. Member acknowledges that NEFS IV is a lease only sector, and therefore any permit enrolled in this sector is for leasing purposes only.

4. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

[Signature]

Owner/Entry Name:

PAUL S. DAVIS

Name of Authorized Representative (print):

PAUL S. DAVIS

Title: OWNER

List all permits enrolling.

Permit Number: 146709 MRI 31678

Permit Number: _____ MRI _____

[Signature]

Howard W. Arnold, Jr.
Notary Public
My Commission Expires May 21, 2015
Commonwealth of Massachusetts

Notary Public

NORTHEAST FISHERY SECTOR IV
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of NOVEMBER 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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4. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

List all permits enrolling.

x. William Brown

Permit Number: 211869 MRI 68

Owner/Entity Name:

Permit Number: _____ MRI _____

WILLIAM BROWN IV

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

WILLIAM BROWN IV

Permit Number: _____ MRI _____

Title: OWNER

Permit Number: _____ MRI _____

Notary Public:



The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

SAMOE, INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: SAMOE, INC.

Entity Type: Domestic Profit Corporation

Identification Number: 262506076

Date of Organization in Massachusetts: 04/30/2008

Current Fiscal Month / Day: 12 / 31

The location of its principal office:

No. and Street: 7 DERBY STREET
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:

No. and Street:
 City or Town: State: Zip: Country:

Name and address of the Registered Agent:

Name: GIUSEPPINA A. RUSSO
 No. and Street: 7 DERBY STREET
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
PRESIDENT	GIUSEPPINA A. RUSSO	7 DERBY STREET GLOUCESTER, MA 01930 USA
TREASURER	GIUSEPPINA A. RUSSO	7 DERBY STREET GLOUCESTER, MA 01930 USA
SECRETARY	GIUSEPPINA A. RUSSO	7 DERBY STREET GLOUCESTER, MA 01930 USA
DIRECTOR	GIUSEPPINA A. RUSSO	7 DERBY STREET GLOUCESTER, MA 01930 USA

business entity stock is publicly traded:

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share <small>Enter 0 if no Par</small>	Total Authorized by Articles	Total Issued and Outstanding
----------------	---	------------------------------	---------------------------------

		of Organization or Amendments		<i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	275,000	\$0.00	100

Consent
 Manufacturer
 Confidential Data
 Does Not Require Annual Report
 Partnership
 Resident Agent
 For Profit
 Merger Allowed

Select a type of filing from below to view this business entity filings:

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- Annual Report
- Application For Revival
- Articles of Amendment

Comments

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**The Commonwealth of Massachusetts
William Francis Galvin**

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC. Summary
Screen



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The exact name of the Nonprofit Corporation: GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.

Entity Type: Nonprofit Corporation

Identification Number: 640961351

Old Federal Employer Identification Number (Old FEIN): 000951298

Date of Organization in Massachusetts: 05/10/2007

Current Fiscal Month / Day: /

Previous Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 10 WITHAM ST.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:

No. and Street:
City or Town: State: Zip: Country:

The name and address of the Resident Agent:

Name: UNKNOWN
No. and Street: NONE
City or Town: NONE State: MA Zip: 00000 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>	Expiration of Term
PRESIDENT	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	
TREASURER	JACQUELINE ODELL	17 MAIN ST #5 GLOUCESTER, MA 01930 USA	
CLERK	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE GLOUCESTER, MA 01930 USA	

DIRECTOR	JACQUELINE ODELL	17 MAIN ST #5 GLOUCESTER MA 01930 USA	
DIRECTOR	VITO GIACALONE	4 EDGEWOOD RD. GLOUCESTER MA 01930 USA	
DIRECTOR	DALE BROWN	37 BEACON ST GLOUCESTER MA 01930 USA	

Consent
 Manufacturer
 Confidential Data
 Does Not Require Annual Report
 Partnership
 Resident Agent
 For Profit
 Merger Allowed

Select a type of filing from below to view this business entity filings:
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William Francis Galvin**

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Telephone: (617) 727-9640

BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC. Summary
Screen



help with this form

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The exact name of the Nonprofit Corporation: BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC.

The name was changed from: BOSTON SUSTAINABLE FISHING COMMUNITY PRESERVATION FUND, INC. on 8/5/2010

Entity Type: Nonprofit Corporation

Identification Number: 001007994

Date of Organization in Massachusetts: 07/10/2009

Current Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 42-44 BOSTON FISH PIER
City or Town: BOSTON State: MA Zip: 02110 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:

No. and Street:
City or Town: State: Zip: Country:

The name and address of the Resident Agent:

Name: MICHAEL WALSH
No. and Street: 204 CEDAR ST.
City or Town: STOUGHTON State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MICHAEL WALSH	204 CEDAR ST. STOUGHTON, MA 01930 USA	
TREASURER	SALVATORE TORY BRAMANTE	14 ALYSSA DR WAKEFIELD, MA 01880 USA	
CLERK	BERNARD BRAMANTE JR.	36 GUMWOOD LANE WAKEFIELD, MA 01880 USA	
DIRECTOR	MICHAEL WALSH	204 CEDAR ST. STOUGHTON, MA 01930 USA	

DIRECTOR	SALVATORE TORY BRAMANTE	14 ALYSSA DR WAKEFIELD, MA 01850 USA	
DIRECTOR	FRANK GABLE PH.D.	42-44 BOSTON FISH PIER BOSTON, MA 02210 USA	
DIRECTOR	BERNARD BRAMANTE JR	36 GUMWOOD LANE WAKEFIELD, MA 01850 USA	
DIRECTOR	ANDREW WALSH	171 PLEASANT ST , APT 3 STOUGHTON, MA 01930 USA	

Consent
 Manufacturer
 Confidential Data
 Does Not Require Annual Report
 Partnership
 Resident Agent
 For Profit
 Merger Allowed

Select a type of filing from below to view this business entity filings:
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 Application For Revival
 Articles of Amendment
 Articles of Consolidation - Foreign and Domestic

Comments

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William Francis Galvin

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One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

Special Instructions

Articles of Organization
(General Laws, Chapter 180)

Federal Identification Number: 001003612

ARTICLE I

The name of the corporation is:
IV NORTHEAST FISHERY SECTOR, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE PURPOSES OF THE CORPORATION INCLUDE BUT ARE NOT LIMITED TO CIVIC, EDUCATIONAL, SCIENTIFIC AND AGRICULTURAL (REGARDING THE HARVESTING OF AQUATIC RESOURCES). THE CORPORATION IS INTENDED TO QUALIFY AS AN "AGRICULTURAL ORGANIZATION" WITHIN THE MEANING AND CONTEXT OF INTERNAL REVENUE CODE ("IRC"), SECTION 501(C)(5).

THE CORPORATION MAY OR WILL ENGAGE IN ONE OR MORE OF THE FOLLOWING ACTIVITIES:

FORMING A SECTOR OF FISHERMEN ("MEMBERS") TO RECEIVE OR ACCEPT AN AGGREGATE ALLOCATION OF FISHING PRIVILEGES TO BE HARVESTED BY THE MEMBERS.

MANAGING THE HARVEST OF THE AGGREGATE ALLOCATION OF FISHING PRIVILEGES AMONG THE MEMBERS, TO ENHANCE THE CONDITIONS OF THE MEMBERS AND THE RELEVANT FISHERIES AND TO IMPROVE THE EFFICIENCY OF HARVEST OF THE RELEVANT FISHERY RESOURCES.

ENCOURAGING RESPONSIBLE FISHING METHODS AND PRACTICES TO CONSERVE FISHERY AND OTHER ENVIRONMENTAL RESOURCES, ADVANCING AND ENSURING SURVIVAL OF SUSTAINABLE FISHERIES, AND PROVIDING OPPORTUNITIES FOR ECONOMICALLY PRACTICAL AND VIABLE ENTRY TO AND EXIT FROM THE RELEVANT FISHERIES.

CONDUCTING SUCH OTHER ACTIVITIES IN FURTHERANCE OF THE FOREGOING PURPOSES AND SUCH OTHER LAWFUL AND PROPER ACTIVITIES AS MAY BE CONDUCTED BY A CORPORATION ORGANIZED UNDER THE GENERAL LAWS OF MASSACHUSETTS, CHAPTER 180, AND AS DESCRIBED IN IRC SECTION 501(C)(5).

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NOT PRESENTLY APPLICABLE.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows: *(If there are no provisions state "NONE")*

1. IN ADDITION TO THE POWERS OF THE CORPORATION UNDER THE GENERAL LAWS OF MASSACHUSETTS, CHAPTER 180, THE CORPORATION SHALL HAVE AND MAY EXERCISE IN FURTHERANCE OF ITS CORPORATE PURPOSES EACH OF THE POWERS SPECIFIED IN SECTIONS 9A AND 9B OF THE MASSACHUSETTS GENERALS LAWS, CHAPTER 156B.
2. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPTING ONLY WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW OR THE SAID BY-LAWS REQUIRES ACTION OR CONSENT BY THE MEMBERS.
3. THE LIABILITY OF THE CORPORATION'S OFFICERS AND DIRECTORS TO THE CORPORATION, ITS MEMBERS, AND GENERALLY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY, AND IN ACCORDANCE WITH, MASSACHUSETTS GENERAL LAWS CHAPTER 180, SECTION 3, SUBJECT TO THE EXCEPTIONS AND PROVISOS THEREIN, AND ANY OTHER SIMILAR OR SUCCESSOR APPLICABLE STATUTE.
4. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN PROVIDED, THE CORPORATION IS ORGANIZED AND SHALL BE OPERATED EXCLUSIVELY FOR THE BETTERMENT OF THE CONDITIONS OF ITS MEMBERS, AS THEY ARE FROM TIME TO TIME CONSTITUTED, AND THE DEVELOPMENT OF A GREATER DEGREE OF EFFICIENCY IN THE HARVESTING OF FISHERY RESOURCES, PURSUANT TO IRC SECTION 501(C)(5). THE POWERS OF THE CORPORATION SHALL BE EXERCISED ONLY IN SUCH MANNER AS WILL ASSURE THE OPERATION OF THE CORPORATION EXCLUSIVELY FOR SAID PURPOSES, IT BEING INTENDED THAT THE CORPORATION SHALL BE EXEMPT FROM FEDERAL INCOME TAXATION PURSUANT TO SAID IRC SECTION 501(C)(5), AND ALL PURPOSES AND POWERS HEREIN SHALL BE INTERPRETED AND EXERCISED CONSISTENTLY WITH THIS INTENT.
5. NO PART OF THE NET EARNINGS OF THE CORPORATION WILL OR SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTED TO, ITS MEMBERS, DIRECTORS, OFFICERS, OR INDIVIDUALS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE AND CUSTOMARY COMPENSATION FOR SERVICES ACTUALLY RENDERED, AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE CORPORATION'S PURPOSES AS SET FORTH IN ARTICLE II OF THESE ARTICLES.
6. EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW, THE CORPORATION MAY AT ANY TIME AUTHORIZE A PETITION FOR ITS DISSOLUTION TO BE FILED WITH THE SUPREME JUDICIAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS BY THE AFFIRMATIVE VOTE OF A MAJORITY OF ITS MEMBERS; PROVIDED, HOWEVER, THAT UPON ANY LIQUIDATION, DISSOLUTION, TERMINATION, OR WINDING DOWN OF THE CORPORATION (WHETHER VOLUNTARY, INVOLUNTARY, OR BY OPERATION OF LAW), THE PROPERTY OR ASSETS OF THE CORPORATION REMAINING AFTER PROVIDING FOR THE PAYMENT OF ITS DEBTS AND OBLIGATIONS SHALL BE CONVEYED, TRANSFERRED, DISTRIBUTED, AND SET OVER OUTRIGHT TO ONE OR MORE ORGANIZATIONS CREATED AND ORGANIZED FOR CHARITABLE OR NONPROFIT PURPOSES SIMILAR TO THOSE OF THE CORPORATION, QUALIFYING AS EXEMPT FROM FEDERAL INCOME TAXATION UNDER IRC SECTION 501(C)(5) (OR OTHER PERMITTED SIMILAR QUALIFYING EXEMPTION), AS A MAJORITY OF THE CORPORATION'S MEMBERS MAY DESIGNATE BY VOTE, IN SUCH PROPORTIONS AND IN SUCH MANNER AS DETERMINED IN SUCH VOTE.

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

Later Effective Date:

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:

No. and Street: 4 PARKER STREET

City or Town: GLOUCESTER **State:** MA **Zip:** 01930 **Country:** USA

b. The name, residential address and post office address of each director and officer is as follows:
(A president, treasurer, clerk, and at least one director are required.)

Title: PRESIDENT			Expiration of Term: Until successor is elected and qualified
First Name: WILLIAM	Middle Name: P.	Last Name: MCCANN	
Residential Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Post Office Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Title: TREASURER			Expiration of Term: Until successor is elected and qualified
First Name: WILLIAM	Middle Name: P.	Last Name: MCCANN	
Residential Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Post Office Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Title: CLERK			Expiration of Term: Until successor is elected and qualified
First Name: WILLIAM	Middle Name: P.	Last Name: MCCANN	
Residential Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Post Office Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Title: DIRECTOR			Expiration of Term: Until successor is elected and qualified
First Name: WILLIAM	Middle Name: P.	Last Name: MCCANN	
Residential Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			
Post Office Address: 20 OAK STREET			
City: WAREHAM	State: MA	Zip: 02571	
Country: USA			

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

Name: VITO GIACALONE

No. and Street: 10 WITHAM STREET

City or Town: GLOUCESTER

State: MA

Zip: 01930

Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 26 Day of May, 2009

(If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state of other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.)

WILLIAM P. MCCANN

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

IV NORTHEAST FISHERY SECTOR, INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Nonprofit Corporation: IV NORTHEAST FISHERY SECTOR, INC.

Entity Type: Nonprofit Corporation

Identification Number: 001003612

Date of Organization in Massachusetts: 05/26/2009

Current Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 4 PARKER STREET
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:

No. and Street:
City or Town: State: Zip: Country:

The name and address of the Resident Agent:

Name: VITO GIACALONE
No. and Street: 10 WITHAM STREET
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
TREASURER	JACQUELINE ODELL	17 MAIN ST. #5 GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

DIRECTOR	JACQUELINE ODELL	17 MAIN ST. #5 GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
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- Consent
 Manufacturer
 Confidential Data
 Does Not Require Annual Report
 Partnership
 Resident Agent
 For Profit
 Merger Allowed

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Comments

**AMENDMENT 1 TO THE NORTHEAST FISHERY SECTOR IV
SECTOR OPERATIONS PLAN**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE APRIL 26, 2011

EFFECTIVE MAY 1, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment officially recognizes the FY 2011 exemptions approved for Northeast Fishery Sector IV:

1. Length and Horsepower Restrictions of the Days-at-Sea Leasing Program
2. Vessel Monitoring System Requirements when a Vessel is at the Dock

**AMENDMENT 3 TO THE NORTHEAST FISHERY SECTOR IV
2011 SECTOR OPERATIONS PLAN**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE JUNE 9, 2011

EFFECTIVE MAY 1, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment officially recognizes the final fishing year (FY) 2011 Northeast Fishery Sector IV membership based on the final sector roster, submitted on May 1, 2011. The final roster is summarized below:

MRI	Permit	Vessel Name
68	151165	JUDITH LEE ROSE
125	150722	DOLPHIN
200	150568	SAINT JUDE
246	150592	ACME
356	150560	LADY OF THE ROSARY
358	150926	JOSEPH AND LUCIA
421	149838	SALVATORE
432	150590	ST FRANCIS
444	150513	HOLY FAMILY
467	150479	OVER THE HORIZON
468	150621	ST GEORGE
476	150582	ST STEPHEN
502	150550	SANTA LUCIA
505	150781	CAPE MAY
594	241218	ENDEAVOR
665	150914	MISS JUDITH II
684	150762	LADY IN BLUE
794	150929	CHARLOTTE G II
868	150749	LEVIATHAN
985	150784	TEXAS
1011	150802	VINCIE N
1263	150546	ST BERNADETTE
1279	150527	ST VICTORIA
1320	150659	BONAVENTURE
1332	150532	ST MARY
1447	150827	KATIE D
1491	150600	BLUE SURF
1530	150539	ST JOSEPH
1650	150512	ST NICHOLAS
1709	150531	HOLY CROSS
1712	150553	SANTA MARIA

1812	150666	CURLEW
1867	150669	JEAN D ARC
1880	150789	CAPE COD
1967	150544	ST ROSALIE
2004	150514	ST PETER
2023	150523	OUR LADY OF FATIMA
2112	150564	LADY OF GOOD VOYAGE
2356	150551	MOTHER & GRACE
2678	151157	AMERICAN EAGLE
2739	151254	THERESA R