

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is
3 entered into as of September 1, 2010 (the "Effective Date"), by and among Northeast Fishery
4 Sector IX ("NEFS IX") and each of the Sector members identified on the attached **Exhibit A**.

5
6 **Recitals**

7 A. Pursuant to "Amendment 16" to the Northeast Multispecies Fishery Management Plan and
8 implementing regulations promulgated by the National Marine Fisheries Service ("NMFS"), a
9 group of persons holding limited access multispecies vessel permits may form self-selecting
10 voluntary sectors for fishery management. As a condition to forming a sector under
11 Amendment 16, the persons wishing to do so must enter into a binding sector operations plan
12 and agreement that contains the required elements.

13 B. The parties to this Agreement wish to form a self-selecting voluntary sector under
14 Amendment 16, and to do so are entering into this Agreement.

15 **Agreement**

16 Now therefore, for and in consideration of the agreements, covenants, rights and obligations
17 set forth herein and the mutual benefits anticipated by the Members under this Agreement,
18 the receipt and sufficiency of which is hereby acknowledged, the Members and Sector hereby
19 agree as follows:

20 1. **Sector Name**. The organization described under this Agreement shall be called the IX
21 Northeast Fishery Sector. This is a non-profit organization incorporated in Massachusetts on
22 May 26, 2009 and therefore may be held liable for violations committed by its members.

23 2. **Sector Eligibility and Membership**. To be eligible to be a member of the Sector, a
24 person must hold a limited access Northeast multi-species permit and meet all other Sector
25 eligibility requirements established from time to time by the Sector's Board of Directors (the

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 Agreement.
5 Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion
6 provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing
7 year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement.
8 The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit”
9 (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the vessels that will
10 harvest the Sector’s Amendment 16 allocations are identified on the attached **Exhibit A**, which
11 may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

12 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP
13 defines a sector as a group of three or more persons, none of whom have an ownership interest
14 in the other two persons in the sector. This criterion has been fulfilled with permit # 330126
15 under the distinct ownership of Predator Fisheries., permit # 150370 under the distinct
16 ownership of Alcor Fishing Corp., and permit # 330583 under the distinct ownership of Olivia &
17 Rafaela Fishing LLC.

18 3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with
19 the requirements of Amendment 16 that all state and federal permits held by Members or
20 assigned to Members’ vessels be disclosed in each sector’s annual operations plan.

21 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all
22 documents necessary to obtain the Sector’s Amendment 16 annual catch entitlement (“ACE”).
23 The Sector shall request all universal exemptions granted to sectors under Amendment 16 and
24 relating multispecies implementing regulations; and any special exemptions the Board deems
25 appropriate. The special exemptions initially requested by the Sector are identified on the
26 “Harvesting Rules” attached hereto as **Exhibit C**.

27 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is
28 composed of allocations for each species of Northeast multispecies groundfish allocated by

1 Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and
2 conditions of this Agreement, each Member shall be entitled to harvest or transfer an amount
3 of the Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such
4 species that the Sector receives as a result of such Member’s membership in the Sector. The
5 amount of Sector ACE a Member may harvest or transfer, as adjusted by transfers and Sector
6 retainages including but not limited to the Reserve, made in accordance with this Agreement,
7 is referred to hereafter as a Member’s “Harvest Share”. Each Member may harvest or transfer
8 its Harvest Share only under the terms and conditions of this Agreement and in compliance
9 with the restrictions imposed by the Manager (as defined below), the Enforcement Committee
10 (as defined below) and the Board in accordance with this Agreement. Any other attempted
11 harvest or transfer of a Member’s Harvest Share shall be a breach of this Agreement.

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

22 6.1 Communication with Sector. The Manager is the primary point of contact
23 for all communications on behalf of the Sector and all communications regarding NEFS IX
24 should be directed accordingly. However, in limited situations, where NMFS has reason to
25 communicate with the Board of Directors of NEFS IX, rather than its Manager, or in addition to
26 the Manager, the communication should be in writing and sent in hard copy to all Board
27 members. After the Board has had an opportunity to discuss the issue as needed, a written
28 reply, electronic or by post, will be provided from the President, of NEFS IX; with the entire

1 Board being carbon copied on such communication. In the event communication with the
2 Board of NEFS IX is necessary, the following link should be utilized to ensure that the
3 communication is directed to the current Board.

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

5 7. Consolidation Plan. The Sector's ACE shall be harvested in accordance with the terms
6 and conditions of this Section 7.

7 7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS
8 regulations, the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's
9 ACE allocation, as adjusted by transfers of ACE between the Sector and other sectors. Each
10 Member further acknowledges that under NMFS regulations, each Member may be held jointly
11 liable for fines, penalties and forfeitures related to the Sector's ACE being overharvested. Each
12 Member therefore authorizes the Manager to annually establish a reserve of each Allocated
13 Species in the amount the Manager deems necessary to insure the Sector's ACE is not over-
14 harvested (the "Reserve"). The Reserve for each Allocated Species shall be established by
15 assessing the Members' Harvest Shares for such Allocated Species on a pro rata basis, according
16 to their Harvest Share percentages for each such species. The amount of each Member's
17 Harvest Share available for harvest or transfer shall be net of the amount assessed for the
18 Reserve. The Reserve shall be managed under a "Deemed Value System" ("DVS") by the
19 Manager in accordance with the terms and conditions adopted by the Board from time to time.
20 If the Board requires that Members pay for distributions from the Reserve, the DVS payments
21 received by the Sector shall be distributed to the Members after the close of fishing for the year
22 on a pro rata basis, such that each Member receives a share of the total amount paid for
23 distributions of each Allocated Species from the Reserve proportionate to the amount of such
24 Allocated Species each Member contributed to the Reserve.

25 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or
26 before February 28, 2011 (the "Notification Date"), and on or before succeeding Notification
27 Dates established by the Board for FY 2011 and thereafter of their intention to harvest Sector
28 ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member

1 intends to harvest Sector ACE shall identify the vessels which will be used for such harvest.
2 Non-active Members shall not harvest Sector ACE, including without limitation, their own
3 Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their
4 Harvest Share. Harvest of each Member's Harvest Share shall be subject to all NMFS and other
5 management regulations generally applicable to the Sector's ACE (including but not limited to
6 seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no
7 greater percentage of each Member's Harvest Share may be harvested in any season or area
8 than the percentage of the related Sector ACE allocation permitted to be harvested in such
9 season or area. The Manager may impose and enforce additional restrictions on each Active
10 Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

11 7.2.1 Non-Active Members. The Members acknowledge that Active Members
12 are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of
13 the non-Active Members, and that the Active Members are making certain financial
14 contributions to the Sector that are not made by non-Active Members. Obligations assumed by
15 Active Members that are not imposed on non-Active Members include, but are not limited to
16 payments of the initial Membership Fee, and paying Network and Sector fees in connection
17 with landings of catch harvested under the Sector's ACE. In consideration for the Active
18 Members assuming these costs, risks and fee obligations, each non-Active Member shall:

19 (a) Not fishing in ACE-accountable fisheries;

20 (b) Participate only as a transferor with regards to transfer of such member's
21 Harvest Share within the sector. However, a Non-Active member may act as a transferee
22 through an Inter-Sector transfer of ACE provided the transaction results in a net increase of this
23 Sector's ACE.

24 (c) Not have access to information on Fishtrax, or other Sector specific tools,
25 other than the information necessary to track the balance of such Member's Harvest Share, and
26 specifically, shall not have access to Harvest Share Offers or Permit Offers posted on behalf of
27 Members;

1 (d) Not have the rights of first offer on Sector Harvest Share and the related
2 Sector ACE extended to Active Members, which may be adopted or amended from time to time
3 by the Board under Section 7.3, and shall not have a right of first refusal on Permits extended to
4 Active Members, which may be adopted or amended from time to time by the Board under
5 Section 15;

6 (e) Pay Sector Operating Fees on the net amount of Sector ACE transferred out
7 of the Sector by such Member, and pay the Network Fee on the net amount of Sector ACE
8 transferred out of the NEFS Sectors by such Member.

9 7.3 Harvest Share Transfer. Subject to the terms and conditions of this
10 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or
11 more other Members on such terms and conditions as the transferor Member and the
12 transferee Member(s) may agree. No transfer of a Member's Harvest Share shall become
13 effective until the Manager has received actual notice of such transfer. No Member may
14 transfer any portion of such Member's Harvest Share to any person other than another Sector
15 Member unless the Board first authorizes such transfer in writing. Any such transfer shall be
16 subject to such terms and conditions as the Board may adopt from time to time, including by
17 not limited to establishment of procedures to implement Right of First Offer (the "ROFO").
18 Right of First Offer, that is extended in accordance with the terms and conditions established
19 by the Board shall be in favor of first, the Active Members of NEFS IX, second, the Active
20 Members of the other Northeast Fishery Sectors, and third other interested parties. Without
21 limiting the foregoing, the Sector Board of Directors may condition, review, approve and
22 restrict transfers of Harvest Shares to non-Members as it deems necessary to promote the
23 harvest of the Sector's entire ACE allocation and ensure that the Sector's management and
24 administrative costs can be recouped through reasonable Sector membership fees established
25 by the Board.

26 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt
27 such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the
28 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 Active Member shall conduct their harvest of the Sector’s ACE in strict
3 compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure
4 such Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The
5 Manager shall annually develop a Sector fishing plan (the “Fishing Plan”), that promotes harvest
6 of the Sector’s ACE **in accordance with the Harvesting Rules** and shall make the Fishing Plan
7 available to Active Members prior to the commencement of the fishing season.

8 7.5 Re-direction Of Effort. Based on data compiled within the first four months
9 of Fishing Year May 1, 2010 – April 30, 2011; The NEFS IX anticipates that some vessels may
10 switch fishing efforts into the following fisheries:

- 11 • Fishery: Scallop Gear: Trawl
- 12 • Fishery: Monkfish Gear: Trawl
- 13 • Fishery: Skates Gear: Trawl
- 14 • Fishery: Lobster Gear: Trawl
- 15

16 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16
17 Fisheries. NMFS will account for Member harvests of Allocated Species as harvests of the
18 Sector’s ACE, regardless of whether such harvests are made during directed groundfish fishing
19 trips or during other fishing trips, unless the Allocated Species harvest is managed under
20 another management plan or as a sub-component annual catch limit (“ACL”) of Amendment 16
21 Allocated Species. Each Active Member shall report every fishing trip by such Member to the
22 Manager prior to sailing, for determination whether the related Allocated Species harvest must
23 be accounted for to NMFS as harvest of the Sector’s ACE.

24 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and
25 new Magnuson requirements will influence the level of consolidation that will take place in the
26 groundfish fishery. The Sector members intend to utilize sector management to mitigate
27 excessive consolidation that may occur in the effort controlled system where overall
28 management measures are based upon the weakest stocks.

1 In FY 2010, 41.66% of the permits which are enrolled in the NEFS IX Sector for FY 2011 are
2 attached to vessels actively fishing for NE Multispecies. For FY 2011, the NEFS IX Sector has 60
3 permits currently enrolled. Of those 60 permits, 41.66% are anticipated to actively fish for NE
4 multispecies in FY 2011. While these numbers may change, the NEFS IX Sector expects that
5 compared to FY 2010 there would be no change from the consolidation that previously
6 occurred within the sector during FY 2010. The member permits that are not attached to active
7 NE multispecies vessels in FY 2011 are the same permits that leased out their PSC in FY 2010. In
8 most cases, a member who owns multiple permits fished the ACE (or DAS if in the common
9 pool) of all those permits on a single hull and will now continue to fish the ACE contributed by
10 all those permits on the same single hull, resulting in little additional consolidation.

11

12 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
13 Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby
14 authorizes the release to the IX, Northeast Fishery Sector Inc., of information that is considered
15 to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the
16 catch of various species of fish associated with the limited access Northeast multispecies permit
17 with the Moratorium Right Identifiers (MRIs) listed above submitted to the National Marine
18 Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has
19 authority to access. This information includes data required to be submitted or collected by
20 NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer
21 reports, Northeast Fishery Observer Program data, catch and landings history data, Sector
22 dockside and at-sea monitoring data, enforcement data, and all other information associated
23 with the vessel, MRI #, and/or permit records.

24 9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch
25 monitoring and reporting requirements established by the Manager, which may include but are
26 not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers,
27 installing and operating electronic vessel and catch monitoring equipment, delivering fish only
28 at pre-approved dockside landing stations at pre-approved times, and completing and filing

1 accurate delivery reports on a timely basis. Without limiting the foregoing, each Active
2 Member shall submit on a timely basis all catch information as required by and necessary for
3 the Manager to complete and file the Sector's weekly reports. Each Active Member's harvest
4 of Sector ACE shall be calculated and tabulated in accordance with the catch accounting
5 measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the
6 catch and delivery information produced by the Manager shall be presumed accurate, and
7 absent manifest error, each Member's obligations under this Agreement and all related
8 documents may be enforced to their fullest extent on the basis of such information.

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

20 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs
21 and damages which may be suffered or incurred by Members as the result of any Member
22 harvesting Sector ACE in excess of the amount such Member is authorized to harvest under this
23 Agreement, or otherwise breaching this Agreement, will be difficult to calculate. The loss, costs
24 and damages the Members and the Sector could suffer as the result of a Member harvesting
25 more Sector ACE than its Harvest Share, or otherwise breaching this Agreement, are likely to
26 substantially exceed the market value of the excess harvest. Consequently, the Sector may
27 impose and assess upon any breaching Member the liquidated damages amounts as
28 established under Section 10.3, below.

1 10.2 Enforcement Committee. Not less than one hundred twenty (120) days
2 prior to each annual Northeast multispecies groundfish season opening date (the “Season
3 Opening Date”), the Manager shall call a meeting of the Board to appoint the Enforcement
4 Committee for the upcoming year, and to address any other matters of Sector business
5 properly before the Board. The Board shall meet for those purposes not less than ninety (90)
6 days prior to the Season Opening Date, and at such meeting shall appoint an Enforcement
7 Committee composed of five (5) persons. If the Board fails to do so, the Manager shall appoint
8 the Enforcement Committee. The Enforcement Committee shall assist the Manager in setting
9 and updating the liquidated damages amounts for breaches of this Agreement and shall hear
10 and decide Members’ appeals of the Manager’s contract breach determinations and liquidated
11 damages assessments.

12 10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than
13 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the
14 market value of an unprocessed pound of each Allocated Species (each such value being a
15 “Base Value”), and transmit such Base Values to the Enforcement Committee. In establishing
16 such Base Values, the Manager may take into account both the direct costs and the opportunity
17 costs associated with an over-harvest of the relevant species. Not less than thirty (30) days
18 prior to each annual Season Opening Date, the Enforcement Committee, in consultation with
19 the Manager, shall adopt Base Values and Base Value multipliers, and the liquidated damages
20 amounts for breaches of this Agreement other than over-harvest of a Member’s Harvest Share,
21 which shall be based on the Enforcement Committee’s estimate of the losses that the Sector
22 and its Members could be expected to suffer as a result of such breaches. Because the
23 damages suffered by one or more other Sector Members as the result of a Member harvesting
24 an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
25 market value of the excess harvest, the Base Value multipliers shall not be less than three (3).
26 Upon the Enforcement Committee’s adoption of Base Values and Base Value multipliers, such
27 Base Values and Base Value multipliers will be the basis for calculation of damages for
28 unreconciled Harvest Share overages.

1 10.4 Liquidated Damages Calculation. The liquidated damages amount for each
2 pound by which a Member's harvest of an Allocated Species exceeds such Member's Harvest
3 Share for such species shall be the relevant Base Value, multiplied by the relevant liquidated
4 damages multiplier. The liquidated damages amounts for breaches of this Agreement, other
5 than over-harvest of a Member's Harvest Share shall be as provided on **Exhibit D.**

6 10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
7 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's
8 Harvest Share (i.e., non-exempt monkfish), will be under the day-to-day command of the
9 vessel's master who will to a significant degree have control over whether the vessel is
10 operated in compliance with this Agreement. Each Member shall ensure that the master(s) of
11 the vessel(s) harvesting such Member's Harvest Share are aware of the terms and conditions of
12 this Agreement governing the harvest of such Member's Harvest Share, including without
13 limitation the Harvesting Rules, and shall have confirmed their agreement to abide by such
14 terms in writing. Each Member assumes all liability under this Agreement arising out of or
15 related to the actions of the master(s) operating such Member's vessel(s).

16 10.6 Liquidated Damages Security. The Board may require that a Member that
17 has two (2) or more NMFS fishing regulation violations, or which has breached this Agreement
18 or another sector's operations plan on two (2) or more occasions, post a bond or obtain a letter
19 of credit securing such Member's payment and performance obligations under this Agreement
20 in such amounts as the Board deems appropriate, or may require such Member to personally
21 guaranty, and/or have other Members or third parties personally guaranty, such Member's
22 payment and performance obligations under this Agreement.

23 10.7 Manager Action in Response to Apparent Breach. The Manager shall
24 monitor the Members' compliance with the terms and conditions of this Agreement. If the
25 Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager
26 shall investigate the matter, and if the Manager concludes that a Member has breached this
27 Agreement, the Manager shall notify such Member of the apparent breach and (if such breach
28 is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach.

1 If such Member fails to demonstrate to the Manager, in the Manager’s sole and absolute
2 discretion, that no breach occurred, or to cure the breach within the time period directed by
3 the Manager, taking into account the magnitude of the breach and the potential consequences
4 of the breach for the Sector and the other Members, the Manager shall notify the Member in
5 writing that the Manager is referring the alleged breach to the Enforcement Committee, and
6 shall notify the Enforcement Committee in writing of the alleged breach and the proposed
7 liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure
8 period described above, the Manager concludes it is necessary for the protection of the
9 interests of the Sector and its Members, the Manager may issue a “Stop Fishing Order” to the
10 Member in apparent breach, and if such Member fails to cause the vessels harvesting its
11 Harvest Share to immediately stop fishing , the sector manager may take any action he/she
12 deems necessary including without limitation, self help or court action which may include the
13 seeking of injunctive relief.

14 10.8 Member Appeals. A Member receiving notice of an alleged breach and
15 proposed liquidated damages shall have five (5) days from the date that the Member receives
16 the notice to request an appeal hearing before the Enforcement Committee. If a Member fails
17 to request a hearing within such 5-day appeal period, the Member’s right of appeal shall expire,
18 the Member shall be deemed to have breached this Agreement in accordance with the
19 Manager’s determination, and the Member shall be obligated to pay the related liquidated
20 damages. If a Member timely requests an appeal hearing, the Manager shall consult with the
21 Enforcement Committee and schedule an Enforcement Committee meeting for that purpose.
22 The Enforcement Committee shall make reasonable efforts to schedule the meeting at a time
23 and place such that the Member requesting the appeal is able to attend, and shall provide the
24 Member with at least thirty (30) days advance written notice of the time and place of the
25 meeting. At such meeting, the Enforcement Committee shall provide the Manager with an
26 opportunity to present evidence of the apparent breach, and shall provide the Member in
27 apparent breach with a reasonable opportunity to rebut such evidence. Per Section 9, above,
28 the catch and delivery data produced by the Manager shall be presumed accurate, and, absent
29 manifest error, each Member's obligations under this Agreement and all related documents

1 may be enforced to their fullest extent on the basis of such data. If the Enforcement
2 Committee determines that a Member breached this Agreement, the Sector shall have the right
3 to collect from such Member the liquidated damages amount provided for such breach under
4 this Agreement.

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. If a Member fails to
20 resolve a breach of this Agreement through voluntary compliance measures approved by the
21 Enforcement Committee and performed by such Member on a timely basis, the Member in
22 breach shall pay the liquidated damages amount assessed by the Sector within ten (10) days of
23 the end of the voluntary compliance period described in Section 10.9, above. Liquidated
24 damages amounts not paid when due shall accrue interest at a rate of interest equal to the
25 prime rate of interest announced by Bank of America, or such other bank as the Board may
26 select from time to time, as of the last day of the voluntary compliance period plus twelve
27 percent (12%). If a Member fails to pay the liquidated damages amount assessed by the
28 Enforcement Committee with interest within thirty (30) days of the end of the voluntary

1 compliance period described in Section 10.9, above, the Sector may pursue legal action to
2 collect the liquidated damages. In addition, in connection with Member breaches resulting
3 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement
4 Committee) may take possession of an amount of the Member in breach's Harvest Share for
5 the overharvested species for the year in which the contract breach occurred and, if necessary,
6 in subsequent years, in a total amount equal to three (3) times the amount of such over-
7 harvest, provided that the amount of a Member's liability to the Sector for over-harvest shall be
8 reduced proportionately to the extent that the Sector does so. In addition to liquidated
9 damages, the Sector shall be entitled to all fees, costs and expenses, including attorney's fees,
10 actually incurred by the Sector in connection with any action to collect liquidated damages from
11 a Member in breach of this Agreement, whether or not the Sector prevails in such action.

12 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In
13 addition to the liquidated damages imposed under this Section 10, each Member shall be liable
14 for consequential damages in connection with a breach of this Agreement resulting from the
15 Member's gross negligence or willful misconduct. Each Active Member shall be liable for the
16 consequential damages arising out of or related to the gross negligence or willful misconduct of
17 the captain operating such Active Member's vessel(s).

18 10.12 Distribution of Damages. Where a Member's breach causes one or more
19 other Members to harvest less than their Harvest Share, damages awarded to the Sector under
20 this provision shall first be distributed *pro rata* among the Members whose harvest was
21 reduced, with each Member receiving a fraction of such funds, the numerator of which is the
22 amount by which such Member's catch was less than such Member's allocation or
23 apportionment, and the denominator of which is the sum of the aggregate amount of by which
24 all Members' allocations or apportionments were reduced as a result of the breach, up to the
25 amount of loss suffered by each such Member as the result of the breach. Any damages
26 awarded to the Sector in excess of those distributed to other Members under this Section, and
27 any damages awarded in connection with a breach which does not cause any other Member's

1 allocation or apportionment to be reduced, shall be retained by the Sector and applied to the
2 costs of Sector operations.

3 11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's
4 Members may be held jointly liable for ACE overages, discarding of legal-sized fish and
5 misreporting of catch landings or discards. Further, each Member acknowledges that should a
6 hard total allowable catch ("TAC") allocated to the Sector be exceeded in a given fishing year,
7 the Sector's allocation will be reduced by the overage in the following fishing year, and the
8 Sector, each vessel participating in the Sector and each vessel operator and/or vessel owner
9 participating in the Sector may be charged, as a result of said overages, jointly and severally for
10 civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904, and that if the Sector
11 exceeds its TAC in more than one (1) fishing year, the Sector's ACE may be permanently
12 reduced or the Sector's authorization to operate may be withdrawn.

13 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold
14 the Sector and all other Members harmless from and against all liabilities, claims, fines,
15 penalties and forfeitures of any nature whatsoever arising out of or related to any breach of
16 this Agreement related to such Active Member's harvest of Sector ACE, and each Member
17 agrees to indemnify, defend and hold the Sector and the other Members harmless from and
18 against all liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising
19 out of or related to such Member's breach of this Agreement. Each Member's indemnification
20 obligation under this Section 11 is separate from and in addition to each Member's liquidated
21 damages and consequential damages obligations under Section 10, above. Each Member
22 authorizes the Board to require that a Member's obligations under this Section 11 be secured
23 by a surety.

24 12. Membership Termination. No Member may terminate its membership in the Sector
25 other than in accordance with this Section 12. A Member that has agreed to join the Sector
26 prior to the Effective Date may withdraw from Sector membership prior to the Effective Date
27 without penalty or prejudice. Thereafter, only a Member that is not in breach of this
28 Agreement and that has no outstanding Sector performance or payment obligations may

1 terminate its membership in the Sector, and may do so only in compliance with the terms and
2 conditions of this Section 12. Notwithstanding the foregoing, the Board may terminate the
3 membership of a Member in breach of its payment or performance obligations under this
4 Agreement, as the Board deems appropriate in its sole discretion.

5 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date,
6 above, a Member that is eligible to terminate such Member's Sector membership may do so
7 only by providing written notice to that effect to all other Members on or before July 1, or such
8 date as the Board may from time to time establish for that purpose (the "Termination Date")
9 each year. A Member that fails to provide such notice by the Termination Date shall be
10 deemed to have automatically renewed its Sector membership for the following year, and all
11 other Members shall be entitled to act in reliance on such renewal accordingly. If any Member
12 provides a membership termination notice by the Termination Date, each of the other
13 Members shall have ten (10) days from the date they receive such notice to terminate their
14 membership as well, notwithstanding the Termination Date notice deadline. Termination of
15 membership in the Sector shall be effective as of the final day of the current fishing year.

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

25 Termination of membership shall not relieve a person or entity of any obligations under this
26 Agreement related to the period during which such person or entity was a Member, including
27 but not limited to liquidated damages obligations for breach of this Agreement, consequential

1 damages obligations for breaches resulting from acts of gross negligence or willful misconduct,
2 or indemnification obligations related to such person or entity's actions as a Member.

3 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a
4 knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is
5 either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after
6 being appealed, and which such Member fails to cure through voluntary compliance approved
7 by the Enforcement Committee pursuant to Section 10.9, or by paying liquidated damages in
8 accordance with Section 10.10; (iii) perpetrating a fishery regulation violation that exposes
9 Sector Members to joint liability for such violation. A Member shall be immediately and
10 automatically expelled from the Sector if such Member ceases to be eligible to participate in
11 the Sector or if such Member engages in conduct that exposes the Sector or other Sector
12 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled
13 Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled
14 Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that
15 were levied prior to the date of expulsion, or to pay liquidated damages and costs and fees
16 related to an action or omission by the expelled Member that preceded the date of expulsion.
17 The Sector shall notify NMFS immediately upon a Sector Member's expulsion; by electronic
18 email, followed by posted mail.

19 14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and
20 severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or
21 (c) a Sector member misreports landings or discards. If a Sector exceeds its ACE in a given
22 fishing year, the Sector's allocation may be reduced by the overage in the following fishing year,
23 and the Sector, each vessel, and vessel operator and/or vessel owner participating in the Sector
24 may be jointly and severally liable for civil penalties and permit sanctions pursuant to 15 C.F.R.
25 Part 904 in connection with such overage. In addition, if a Sector exceeds its ACE in more than
26 one (1) fishing year, NMFS may permanently reduce the Sector's ACE or withdraw the Sector's
27 authorization to operate.

1 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as
2 (subject to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully
3 distributed to the Members as their Harvest Shares. A Member's overharvest of its Harvest
4 Share would be a breach of this Agreement for which a Member would be liable for damages.
5 Because each incident of ACE overharvest would constitute a separate violation of the
6 Amendment 16 regulations, and because each such incident would be treated as a prior
7 violation by NMFS for purposes of determining appropriate fines, penalties and forfeitures in
8 connection with a subsequent violation, the damages suffered by the Sector as a result of an
9 overharvest by one or more Members that resulted in the Sector overharvesting its ACE would
10 be consequential and irreparable.

11 In consideration of these circumstances, and in consideration for the Sector waiving its right to
12 require each Member to obtain a security bond or pledge collateral to secure its obligation to
13 the Sector to limit its harvest of Sector ACE to such Member's Harvest Share, which
14 consideration each Member agrees it has received and is sufficient, the Members hereby agree
15 as follows.

16 14.1 The Sector, acting through the Manager, has the authority to issue to any
17 Member that the Manager determines is in breach a Stop Fishing Order, and upon such
18 issuance, such Member shall immediately cause all vessels harvesting its Harvest Share to cease
19 doing so, and such Member shall not permit the vessels harvesting its Harvest Share to resume
20 doing so unless and until the Manager rescinds the Stop Fishing Order. Each Member hereby
21 releases the Sector, all other Members and the Manager from any and all liability of any nature
22 whatsoever, including but not limited to both contractual and tort liability, for any direct or
23 indirect, incidental or consequential losses or damages that a Member may suffer as a result of
24 complying with a Stop Fishing Order.

25 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately
26 comply with a Stop Fishing Order in accordance with its terms, the Sector may exercise
27 remedies of self help and take any and all other action as the Sector determines necessary to
28 enforce the Stop Fishing Order and this Agreement, including injunctive relief. In seeking

1 injunctive relief, the Sector Manager’s burden of proof (if any) shall be satisfied by A.)
2 production of a copy of the Stop Fishing Order and B.) evidence that the vessel continued to
3 fish thereafter.

4 The Member shall be liable to the Sector for all losses, costs, damages, fees and expenses
5 incurred by the Sector in connection with enforcement, including but not limited to, the costs
6 of obtaining any bond the Sector may be required to post, whether or not the Sector prevails.

7 15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a
8 Member, subject to a Right of First Refusal (the “ROFR”), which may be adopted or amended
9 from time to time by the Board. Right of First Refusal, that is extended in accordance with the
10 terms and conditions established by the Board shall be in favor of first, the Active Members,
11 second, the Active Members of the other Northeast Fishery Sectors, and third other interested
12 parties. No Member may transfer such Member’s “LA MS” permit or “MRI” permit to a person
13 who is not an Member unless such person assumes all of the transferring Member’s obligations
14 under this Agreement as of the effective date of such transfer. A person other than a Member
15 who receives a Member’s “LA MS” permit or “MRI” permit from a Member in accordance with
16 this Section 15 (a “Transferee”) shall only be eligible to participate in the Sector for the balance
17 of the fishing year during which the transfer occurs, and thereafter may only remain a Sector
18 Member if such Transferee applies for and is admitted to Sector membership in accordance
19 with Section 2, above.

20 15.1 The Transferee shall be deemed a Non-Active Member of the Sector,
21 with no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the
22 Sector in connection with the assets acquired under the Permit Offer. A Transferee wishing to
23 acquire Active Member status during the fishing year in which the permit transfer occurred,
24 must submit a written request to the Board for consideration. The Board will have the
25 authority to approve, conditionally approve or deny such request.

26 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold
27 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on
28 the Manager exercising reasonable independent business judgment in good faith in reviewing

1 and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE,
2 and enforcing the terms and conditions of this Agreement. Each Member hereby waives and
3 releases any and all claims against the Manager arising out of or relating to Manager's
4 performance under this Agreement, other than those arising solely from the gross negligence
5 or willful misconduct by the Manager, as conclusively determined by a court of final and
6 competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify,
7 defend and hold the Manager harmless from and against any third party claims, damages, fines,
8 penalties and liabilities of any kind whatsoever asserted against the Manager in connection
9 with the Manager's performance under this Agreement, other than those arising out of gross
10 negligence or willful misconduct by the Manager.

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

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

23 The party's written request for arbitration shall include the name of the arbitrator selected by
24 the party requesting arbitration. The respondent party shall have ten (10) days to provide
25 written notice of the name of the arbitrator it has selected, if any. If the other party timely
26 selects a second arbitrator, the two arbitrators will jointly select a third arbitrator within ten
27 (10) days. If the other party does not timely select the second arbitrator, there shall be only the
28 one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the

1 arbitration hearing as soon as possible thereafter. Any arbitrator must have no material ties to
2 the Sector or any Member. The decision of the arbitrator (or in the case of a three (3)
3 arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be
4 conducted under the rules of (but not by) the American Arbitration Association. The parties will
5 be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole
6 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party
7 shall bear its own costs of preparation and presentation, unless, in the case of the Sector, the
8 Board determines to assess such costs to the applicable Member, which costs shall be
9 immediately due and payable. In no event will arbitration be available pursuant to this
10 paragraph after the date when commencement of such legal or equitable proceedings based on
11 such claim, dispute, or other matter in question would be barred by an applicable statute of
12 limitations.

13 The final decision of the Arbitrators shall not be subject to review or appeal by any other
14 person, including any court, with the exception of NMFS in its oversight role for the purposes of
15 statutory and regulatory compliance and consistency. Any right to any such appeal is hereby
16 irrevocably waived and relinquished. Such final decision shall bind the parties and shall not
17 require any further action of enforcement or collection once docketed with the records of the
18 Sector. In breach by any Member of performance thereof, the Manager may *sua sponte* and
19 without any notice or hearing issue a Stop Fishing Order or an Order of Expulsion respecting
20 such Member in breach.

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

27 19. No Collective Marketing. The Members acknowledge that the Sector has not been
28 formed or qualified as a collective marketing association. The Members therefore agree that

1 nothing in this Agreement shall be construed as permitting or obligating Members to
2 collaborate regarding the processing, marketing or sales of the product produced from catch
3 harvested under their Harvest Shares. Each Member shall conduct all sales of such catch in
4 competition with the other Members, and shall hold ex-vessel price information as confidential
5 from other Members until such information becomes public or until such price information is
6 six months old, unless and until the Sector is properly qualified under State and Federal law as a
7 collective marketing association

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

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EXHIBIT A

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

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

SECTOR MEMBERS: The following table identifies The NEFS IX Members:

[INSERT TABLE]

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

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EXHIBIT B

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

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

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

[INSERT TABLE]

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

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1 **EXHIBIT C**

2 **HARVESTING RULES**

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

4 *The Members and the Participating Vessels of **IX, Northeast Fishery Sector Inc.**, agree to be*
5 *legally bound to follow the Harvesting Rules for the Fishing Year 2011 as described herein, in*
6 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*
7 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*
8 *Multispecies vessels. Members and Participating Vessels of NEFS IX will primarily fish in Georges*
9 *Bank and southern New England; although a limited amount of fishing may also occur within*
10 *the Gulf of Maine.*

11 **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

12

13 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest
14 more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks.
15 Furthermore, the members agree that once an annual ACE is reached no member will fish
16 commercially with any fishing gear capable of catching any of the allocated groundfish stocks or
17 other species managed under plan within the applicable area(s); except in those situations
18 where a member is participating in an exempted fishery The Sector members may resume
19 fishing activities if additional ACE is secured through inter-sector ACE transfer.

20

21 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and
22 dockside monitors will use a PC based software for collecting data, reporting catch, landings

1 and discards, and reporting catch area information for logbook and stock attribution purposes.
2 The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release
3 targets by species and individual member Harvest Share targets as they relate to the Sector
4 targets. Interim and annual targets will be considered in the development of the Sector's
5 Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for
6 the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to
7 utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding
8 Sector ACE and to assist Members Harvest Share management.

9 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial
10 target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted
11 by ACE transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer
12 system. The Sector, through their Board, may alter the RESERVE holdback percentages for any
13 or all stocks held by the Sector to prevent under harvest of the Sector's ACE.

14 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both
15 Sector ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and
16 members. Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be
17 incorporated into the Sector quota monitoring system. Members Harvest Shares are net from
18 the Reserve. Therefore, Harvest Shares trajectories will be set to the Harvest Share. Once
19 90% of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply
20 differential counting of quota or service fees to each tier in excess of agreed landing limits may
21 be utilized. When such slowing mechanisms are triggered or at any time during the fishing
22 year, the Board may direct the Sector Manager to seek additional ACE through an ACE transfer
23 with other sectors.

24 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested
25 during the fishing operations must be retained and counted against the Sector's ACE allocation.

26 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-
27 Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS
28 reduction proposed in Amendment 16 for common pool vessels. Members will be required to
29 use an "A", when conducting fishing operations that are not exempted from DAS usage, for
30 example, when fishing under a monkfish DAS. Vessels are still required to make VMS
31 declarations into each area/program in addition to declaring the BSAs.

32 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more
33 than one of the four stock delineation areas as identified in Amendment 16 and relating
34 implementing regulations.

- 1 **8. START TRIP NOTICE:** Sector vessels will copy the Sector Manager on all trip start messages
2 required through the Dockside Monitoring Program.
- 3 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the
4 vessel will complete a catch report each time the vessel changes areas.
5
- 6 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in
7 more than one US/CA area or more than one of the four stock areas will complete a catch
8 report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE
9 for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all
10 US/CA areas as well as Open areas in the same trip. In addition to VMS declaration
11 requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended
12 to be fished prior to starting a trip.
13
- 14 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by
15 NMFS.
- 16 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit
17 complete catch records to the Sector Manager electronically via VMS email or other electronic
18 means prior to entering port to End a Trip. Catch reports will include, at a minimum, all data
19 elements of fully compliant VTR logbook record/s and the Dockside Monitoring Program. The
20 Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to
21 meet programmatic (SAP) or internal quota management requirements. In the event a Member
22 vessel is unable to submit his catch records electronically, the Member, will have no more than
23 twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of
24 vessel offload.
- 25 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
26 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip
27 Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-
28 VTRs in the format required by the FSO and NERO. Sector Members will execute all documents
29 necessary to meet legal requirements for the purpose of facilitating e-VTR service.
- 30 **14. WEEKLY REPORTS:** The Sector Manager will submit Weekly Sector Reports of all landings,
31 discards, violations, and/or investigative referrals of sector vessels, to NMFS, as required. The
32 Sector will submit required reports, using the format and procedures prescribed by NMFS.
33 Weekly Reports must include any violations and/or investigative referrals. The reports required
34 by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and*
35 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B).

1
2 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting
3 due date for the sector manager’s weekly report will be increased to daily when either
4 80% of any of the sector’s ACEs is reached, or when, for two consecutive weekly
5 reporting periods 20% or more of the remaining portion any ACE is harvested,
6 whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests
7 25% of the remaining ACE for Gulf of Maine cod for that sector, and the following week
8 harvests 22% of that ACE, the trigger will have been reached and sector reporting will be
9 changed to daily. The Sector Manager, or a designated representative, will notify NMFS
10 immediately if this, or an agreed upon alternative threshold has been meet that triggers
11 daily reporting via email.

12
13 An alternative threshold for increasing reporting frequency may be implemented during
14 FY 2011 if agreed upon by the sector and NMFS.

15
16
17 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager
18 will submit an annual report to NMFS and the Council that summarizes: fishing activities of
19 Members, including harvest levels of all species by sector vessels (landings and discards by gear
20 types); enforcement actions; and any other relevant information required to evaluate the
21 performance of the Sector. In addition, the Annual Report will report the number of sector
22 vessels that fished for regulated groundfish and their permit numbers (when such disclosure
23 does not violate protection of confidentiality); number of vessels that fished for other species;
24 method used to estimate discards; landing port used by sector vessels while landing groundfish;
25 and any other additional information requested by the Regional Administrator for inclusion in
26 the Annual Report. The Sector will submit required reports using the format and procedures
27 prescribed by NMFS.

28
29 **16. DATA RECONCILIATION:** The Sector Manager will verify that Dealer and Dockside Monitor
30 (if the trip is monitored) are consistent. The Sector will receive the data electronically to
31 expedite and automate data reconciliation. If a discrepancy is detected, the Sector Manager will
32 notify the DM vendor and the Dealer of the discrepancy and will note discrepancies on the
33 weekly report until resolved. For the purpose of monitoring Sector ACE and preventing ACE
34 overages, the Sector Manager will consider the higher value(s) of landings from each report
35 (Dealer Weigh Out Slip and DSM) until the discrepancy is reconciled. The Sector Manager will
36 work with the DSM and Dealer and keep a reconciliation record and/or document signed by the
37 dealer and the DSM vendor once reconciled.

- 1 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip
2 and apply logbook area information to calculate stock attribution ratios for all applicable
3 species.
4
- 5 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his
6 designated representative) will derive stock specific discards for each trip. If the trip is
7 observed by either an ASM or a NEFOP observer, discards will be derived based on data
8 collected during that trip and will account for all hauls (observed and unobserved) on that trip.
9 If the trip is not observed, discards will be derived using the NMFS-provided discard rate
10 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard
11 rates.
- 12 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the
13 sector's vessels to a data collection and distribution web portal, an administrative exemption
14 may or may not be required to allow the server to relay catch reports and logbook data on
15 behalf of sector member vessels.
- 16 **20. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via
17 the email messaging component of their VMS units. All data necessary for sector ACE
18 management, including all elements of VTR logbook and daily / weekly reporting requirements
19 will be sent in compressed formats to minimize characters and maximize message capacity.
20 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,
21 the **Sector's server** will be capable of collecting, storing, converting and relay all data elements
22 necessary to meet all reporting requirements in the formats required by the recipients
- 23 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be
24 issued a Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall
25 maintain the LOA on-board at all times while fishing for groundfish, as well as a copy of the
26 Sector Agreement and Harvesting Rules. Furthermore, Members acknowledge that the Vessels
27 must comply with all applicable Federal regulations not specifically exempted in the LOA.
28
- 29 **22. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all
30 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following
31 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:
- 32 **22.1 20 DAY SPAWNING BLOCK:** Sector vessels will be exempted from taking the 20
33 day spawning block out of the fishery that is required of all vessels.
- 34 **22.2 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**
35 Members will be exempted from the length and horsepower restrictions imposed on

1 DAS leasing for NEFS IX participating members and those members of other sectors that
2 are granted this exemption.

3 **22.3 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE LEVEL:** Sector Vessels
4 will be exempt from dockside monitoring coverage.

5 **22.4 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE FOR DIRECTED**
6 **MONKFISH, SKATE AND DOGFISH TRIPS:** In the event the Sector is not exempted from
7 all dockside monitoring requirements, Sector vessels that are on a directed monkfish,
8 skate or dogfish trip will be exempt from dockside monitoring.

9 **22.5 EXEMPTION FROM PROHIBITION ON PAIR TRAWLING:** Sector vessels will be
10 exempted from the pair trawl prohibition instituted in Amendment 5. Vessels engaging
11 in pair trawling will be limited to utilizing either the Rhule Trawl or Eliminator trawl.

12 **22.6 YEAR ROUND ACCESS TO EASTERN US/CA AREA:** Members/Vessels acknowledge
13 and agree that they are granted permission to access the Eastern US/CA Area year round,
14 regardless of projections that the hard TAC applicable to the common pool will be caught.
15 Members further acknowledge that access to this area on an accessible basis is conditioned on
16 the Vessels availability of ACE.

17 **22.7 EXEMPTION FROM THE 6.5” CODEND MINIMUM MESH SIZE REQUIREMENT**
18 **FOR TRAWL GEAR FOR SECTOR TRIPS UTILIZING A 5” MESH SIZE FOR TARGETED**
19 **REDFISH TRIPS:** Sector vessels will be authorized to utilize a 5” mesh codend with trawl
20 gear for directed redfish trips. Sector Vessels utilizing this exemption, must notify their
21 Manager a minimum of 48 hours in advance of their trip and are required to have 100%
22 observer coverage for all trips utilizing this gear. Furthermore, Sector Vessels utilizing
23 this exemption will be required to submit daily catch reports to their Sector Manager, to
24 ensure catch is harvested within the sectors ACE.

25 **22.8 AUTHORIZATION TO UTILIZE THE 250 X 40 CM ELIMINATOR TRAWL™ FOR**
26 **SECTOR VESSELS:** Sector Vessels acknowledge that they are authorized to use an
27 Eliminator Trawl™ with a fishing circle of 250 x 40 cm and larger, in all areas and for all
28 purposes in which Eliminator Trawl™ (aka the “Ruhle trawl”) has been approved;
29 including but not limited to Eastern U.S./Canada Area SAP and potential discard strata.

30 **23. DOCKSIDE MONITORING PROGRAM:** The Sector plans on working collaboratively with
31 certified Dockside Monitoring Provider(s) (“Provider”) to ensure that implementation of the
32 dockside monitoring program adheres to applicable NMFS Dockside Monitoring Standards as
33 codified in 50 CFR 648.87(b)(l)(v)(B); as well as any internal needs that the Sector deems
34 necessary. The following providers were approved by NMFS for FY 2010:

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- A.I.S., Inc
- Atlantic Catch Data Limited
- East West Technical Services LLC
- MRAG Americas, Inc.
- Saltwater Inc.

While NMFS has not yet approved any providers for FY 2011, the sector will contract a NMFS-approved provider for dockside [and/or] at-sea monitoring services before May 1, 2011 and notify NMFS of its selection via email. If a vendor in which the Sector has contractual arrangements with is decertified during the fishing year, the Sector will negotiate new contractual arrangements with another certified vendor(s) and notify NMFS of these new agreements.

23.1 RANDOMIZED DSM COVERAGE LEVELS: Dockside monitoring (DSM) will be deployed by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5). The sector will work with the DSM provider to achieve the coverage level specified in the regulations at 50 CFR 648.87(b)(1)(v)(B)(3)(i) using a methodology approved by NMFS and implemented by the monitoring vendor and the Sector Manager. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow with required updated information. An alternative timing for the trip end hail may be implemented during FY 2011 if agreed upon by the sector, the monitoring provider, and NMFS.

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

23.3 METHOD OF TRANSMISSION OF HAILS: The sector vessels will be transmitting HAILS (Trip Start and Trip End) electronically via the email messaging component of their VMS units. All data necessary to meet DSM requirements will be sent in compressed formats to minimize characters and maximize message capacity directly to the **Sector's Server** which will collect, store, convert and relay all data elements necessary to meet DSM, FSO and OLE requirements. The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a backup system, including but not limited to,

1 direct cell phone or radio transmission between the vessel and DSM vendor OR a relay
2 through the Sector
3 Manager.
4

5 **23.4 USE OF DOCKSIDE MONITORING SERVICES.** The Members acknowledge that for
6 the Sector to function efficiently, it is essential that the Active Members conduct their
7 fishing operations such that dockside monitoring service costs are kept as low as
8 commercially practical amount. The Active Members therefore agree to provide
9 accurate landing time projections, to make landings expeditiously, and to choose
10 landing locations based in part on the efficiency and responsiveness of the buyer
11 receiving catch harvested under the Sector’s ACE. Active Members who fail to comply
12 with the provisions of this Section may be assessed the excess cost of dockside
13 monitoring resulting from their failure to do so.
14

15 **23.5 SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the
16 following protocol for variance from the landing ports listed. If for reasons beyond a
17 vessel operators control such as severe weather, mechanical failures, compromised hull
18 integrity, instances of pump failures and danger of sinking, crew injury or life
19 threatening illness and any other emergency situations that may arise, a sector vessel
20 may enter a port other than those listed as “Landing Ports” to ensure the safety of the
21 vessel and its crew. If the vessel has been selected for dockside monitoring, the vessel
22 will not offload fish, until a dockside monitor is present, or a waiver has been granted.
23 The vessel operator must contact the Dockside Monitoring vendor to obtain a waiver
24 from dockside monitoring for the trip. The vessel operator may request and be granted
25 a waiver from dockside monitoring due to the situations described here in Section 23.7.
26 In addition, the vessel operator may request and be granted a waiver from dockside
27 monitoring if either the Coast Guard (“CG”), Environmental Police (“EP”), or NOAA’s
28 Office of Law Enforcement (“OLE”) are on scene and determine it is necessary for
29 offloading to occur in order to improve a safety or vessel integrity concern.
30

31 **23.6 OFFLOADING PORTS:** The following list represents those ports where sector
32 vessels are authorized to offload. Additionally, sector vessels are authorized to land fish
33 to trucks within these same locations.
34
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Primary Port(s) of Landing	Secondary Port(s) of Landing
<u>Massachusetts</u> : New Bedford	<u>Rhode Island</u> : Point Judith; Newport <u>Massachusetts</u> : Provincetown, Nantucket

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24. AT-SEA MONITORING PROGRAM: The Sector will be participating in the NMFS funded at-sea-monitoring program for FY2011. In the event, the Sector chooses to increase at-sea coverage beyond that which is funded and managed by NMFS, the sector will secure a service arrangement with one or more of the certified ASM vendors and assume all costs and responsibilities associated with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the NMFS funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through MNFS, will be conducted in the same manner with the same protocols as the NMFS funded ASM program, and will use approved at sea monitors. Also, this additional coverage will not be used to replace or interfere with either the coverage of NEFOP or the NMFS- funded at-sea monitoring program.

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

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

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

25.3 PAPER VTR: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2011, as

1 required by regulations. However, should electronic vessel trip reporting (e-VTR)
2 systems for transmission and submission of required VTR reports be authorized by the
3 Regional Administrator in FY 2011, this Sector reserves the option to utilize this
4 reporting method.

5 **25.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one
6 Environmental Assessment for all sectors seeking authorization for Fishing Year 2011,
7 and that NMFS communication has stated that if an exemption is approved for one
8 Sector, all other authorized Sectors can be similarly approved for that specific
9 exemption based on the terms and conditions of the originally requesting sector. In
10 light of this understanding, NEFS IX will request authorization for such exemptions it
11 deems beneficial for its operations, prior to the publication of the final authorizing rule.

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EXHIBIT D

NEFS IX Penalty Schedule			
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
VIOLATION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard and dockside data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$5000.00	Written Warning <u>and</u> up to \$7,500.00.	Written Warning <u>and</u> up to \$10,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$10,000.00	Written Warning <u>and</u> \$10,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$20,000.00	Written Warning <u>and</u> \$20,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <u>and</u> up to \$50,000.00 <u>or</u> stop fishing order.	Stop fishing order <u>or</u> Expulsion.	Expulsion.

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions
3 represent those sections of **NEFS IX** Agreement and related Exhibits that are Administrative in
4 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as
5 required to be specified by sector regulations 50 CFR 648.87(b)(2)(x).

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve

15 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies
16 to the Sector managers ability to impose and utilize legal means to recover Liquated
17 damages as authorized in section §10.10 of this agreement, in which case NMFS
18 enforcement procedures may apply.

19 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent
20 that it applies to the Sector managers' ability to impose and utilize legal means to
21 recover damages as authorized in section §10.10 of this agreement, in which case NMFS
22 enforcement procedures may apply.

23 7.3 Harvest Share Transfer.

- 1 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the
2 extent that it applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are
3 enforceable and therefore not considered administrative under this section.
- 4 7.5 Re-direction Of Effort.
- 5 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 6 7.7 Consolidation and Redistribution of ACE:
- 7 8. Release of Catch Data.
- 8 9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it
9 applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not
10 considered administrative under this section.
- 11 10. Breach and Remedies for Breach.
- 12 10.1 Liquidated Damages Schedule and Schedule Amendments.
- 13 10.2 Enforcement Committee.
- 14 10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 15 10.4 Liquidated Damages Calculation.
- 16 10.5 Notice to Vessel Masters; Assumption of Liability.
- 17 10.6 Liquidated Damages Security.
- 18 10.7 Manager Action in Response to Apparent Breach.
- 19 10.8 Member Appeals.
- 20 10.9 Voluntary Compliance.
- 21 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 22 10.12 Distribution of Damages.

- 1 11. Joint Liability and Indemnification.
- 2 12. Membership Termination
- 3 15. Permit Transfer/Sale.
- 4 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold
- 5 Harmless.
- 6 17. Sector Membership Fees.
- 7 18. Binding Arbitration.
- 8 19. No Collective Marketing.
- 9 20. Amendment and Incorporation by Reference.

11 EXHIBIT C

12 HARVESTING RULES

- 13 2. QUOTA MANAGEMENT:
- 14 3. RESERVE:
- 15 4. SLOWING CATCH:
- 16 8. START TRIP NOTICE:
- 17 12. CATCH REPORTS:
- 18 16. DATA RECONCILIATION:
- 19 19. ADMINISTRATIVE EXEMPTION:
- 20 20. DATA MANAGEMENT:
- 21 22. SECTOR SPECIFIC EXEMPTIONS:

22 - 22.2 Administrative Exemption

- 1 23. DOCKSIDE MONITORING PROGRAM: Section 23 is enforceable except for the sub-sections,
2 23.2, 23.3, 23.4, which are administrative.
- 3 24. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea
4 monitoring coverage, above that which is funded and managed by NMFS, the additional sector
5 funded monitoring will be administrative, except in those specific situations where NMFS
6 enforcement would apply.
- 7 Exhibit D is administrative

Explanatory Addendum:

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.

EXHIBIT A

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

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

SECTOR MEMBERS: The following table identifies The NEFS IX Members:

Owner/Entity	Permit #	MRI #	Vessel Name
Keith Laudeman	147595	546	ROSIE-L
LeeAnne & Noah Fisheries LLC	320244	579	DINAH JANE
Karen Maria Trawling Corp.	151083	597	TWO KIDS
S & S Fishing LLC	320375	608	LEEANNE N ZACHARY
Tyler Fishing LLC	150656	609	2007 JOHNSON JOKO 0929H707
AJ & C Fishing Corp.	320611	644	CORVO II
Vila Fishing Corp.	410590	700	VILA NOVA DO CORVO I
R & P Fishing Corp.	150842	702	COSTA & CORVO II
Predator Fisheries Inc	330126	708	PREDATOR
C & D Fishing Corp.	320311	711	GREEN ACRES
C & R Fishing Corp.	330168	729	NORTHERN CRUSADER
Oliveira & Silva Fishing Co	150933	731	SANDRA
Lady Patricia Inc	149698	733	1995 OMC
R & P Fishing Corp.	150895	736	JAMIE LEIGH
Sea Explorer Fishing Corp.	150715	744	PEE WEE
Lady Patricia Inc	330200	750	LADY PATRICIA
C & C Fishing Corp.	410561	754	ILHA BRAVA
Olivia & Rafaela Fishing LLC	330236	760	OLIVIA & RAFAELA
R & P Fishing Corp.	150790	762	2007 JOHNSON OUTDOORS
Bay Fuels Inc	215016	770	CAN-DO
Tyler Fishing LLC	330276	775	TRIUNFO
Nordick Viking Inc	330303	789	NORDICK VIKING
Brava Fishing Corp.	330309	791	MY WAY
Sasha Lee Inc	330795	800	SASHA LEE
Tyler Fishing LLC	330193	827	SEA EXPLORER
AJ Fishing Corp.	330386	828	COSTA DA GALE
C & B Fishing Corp.	330433	845	SANCOR

Owner/Entity	Permit #	MRI #	Vessel Name
R & P Fishing Corp.	150830	847	COSTA & CORVO I
Joao Carlos Fishing Corp.	330904	856	SOUTHERN CRUSADER II
F/V Susan Marie Inc	330535	887	SUSAN MARIE II
P & R Fishing Corp.	330557	897	STARS OF THE SEA
Olivia & Rafaela Fishing LLC	330583	907	ILHA BRAVA II
Long Islan Fisheries Corp	150090	961	SPIRIT OF COLUMBUS
C & V Fishing Corp.	410104	964	ILHA DO CORVO
Coral Fishing Corp.	410126	967	LUSO AMERICAN I
Chrismar Inc	410129	969	CHRISMAR
Tyler Fishing LLC	410161	984	RESOLUTE
Alcor Fishing Corp.	150370	986	WATER TENDER
Rafaella LLC	410194	1007	EDWARD MOORE
Orion Venture Llc	410220	1017	ORION
P & S Fishing Corp.	149999	1026	2005 JOHNSON OUTDOOR
Athena Fishing Corp.	410604	1029	ATHENA
F & C Fishing Corp.	150108	1041	BEIRA LITORAL SKIFF
Apollo Fishing Corp.	410275	1063	APOLLO
R & P Fishing Corp.	150879	1088	JOKO III
R & P Fishing Corp.	150829	1125	SKIFF
S & S Fishing LLC	410444	1143	TYLER N NOAH
B & D Fishing Corp.	410471	1154	BULL DOG
F & C Fishing Corp.	150372	2182	2006 WATER TENDER
F/V Dewey Inc	240197	2272	DEWEY
Rafaella LLC	410246	2295	DRAKE
Blanca Casa Fishing Corp.	410190	2371	Casa Blanca
Sanchez Brothers	330810	891	Ms. Maria
Laura J Fisheries Inc.	330314	793	Laura J
Braga Fishing Co.	330138	712	Sunshine
Marques Fishing Corp.	330379		Voyager I
New Freedom Fishing Corp.	330781	1325	Freedom
Cove Fishing Corp.	410320	1081	Saga
P & A Fishing Corp.	330561		Blue Seas II
Neves & Son Fishing Corp.	330172		Neves

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

Owner/Entity	Vessel Name	Doc/Reg #
LeeAnne & Noah Fisheries LLC	DINAH JANE	538071
Vila Fishing Corp.	VILA NOVA DO CORVO I	1110463
C & D Fishing Corp.	GREEN ACRES	521305
C & R Fishing Corp.	NORTHERN CRUSADER	511845
Lady Patricia Inc	LADY PATRICIA	581831
C & C Fishing Corp.	ILHA BRAVA	971262
Olivia & Rafaela Fishing LLC	OLIVIA & RAFAELA	553777
Tyler Fishing LLC	TRIUNFO	596397
Brava Fishing Corp.	MY WAY	603431
Sasha Lee Inc	SASHA LEE	909149
C & B Fishing Corp.	SANCOR	620731
Joao Carlos Fishing Corp.	SOUTHERN CRUSADER II	1038917
P & R Fishing Corp.	STARS OF THE SEA	671011
C & V Fishing Corp.	ILHA DO CORVO	578725
Coral Fishing Corp.	LUSO AMERICAN I	585853
Tyler Fishing LLC	RESOLUTE	597484
Rafaella LLC	EDWARD MOORE	597172
Athena Fishing Corp.	ATHENA	1122803
Apollo Fishing Corp.	APOLLO	614462
R & P Fishing Corp.	JOKO III	MS6464AV
R & P Fishing Corp.	SKIFF	MS9654AV
B & D Fishing Corp.	BULL DOG	937040

P & A Fishing Corp.	Blue Seas II	515716
Neves & Son Fishing Corp.	Neves	570715
Rafaella LLC	DRAKE	618310

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EXHIBIT B

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

All permits eligible to be entered into a Sector by these Members have been, as of the date of this submission.

Additional Information on federal and state permits associated with Sector Vessels and Sector Members are located within the attached excel spreadsheet.

NEFS	Owner/Entity	Permit #	MRI #
IX	Keith Laudeman	147595	546
IX	LeeAnne & Noah Fisheries LLC	320244	579
IX	Karen Maria Trawling Corp.	151083	597
IX	S & S Fishing LLC	320375	608
IX	Tyler Fishing LLC	150656	609
IX	AJ & C Fishing Corp.	320611	644
IX	Vila Fishing Corp.	410590	700
IX	R & P Fishing Corp.	150842	702
IX	Predator Fisheries Inc	330126	708
IX	C & D Fishing Corp.	320311	711
IX	C & R Fishing Corp.	330168	729
IX	Oliveira & Silva Fishing Co	150933	731
IX	Lady Patricia Inc	149698	733
IX	R & P Fishing Corp.	150895	736
IX	Sea Explorer Fishing Corp.	150715	744
IX	Lady Patricia Inc	330200	750
IX	C & C Fishing Corp.	410561	754
IX	Olivia & Rafaela Fishing LLC	330236	760
IX	R & P Fishing Corp.	150790	762
IX	Bay Fuels Inc	215016	770
IX	Tyler Fishing LLC	330276	775
IX	Nordick Viking Inc	330303	789
IX	Brava Fishing Corp.	330309	791
IX	Sasha Lee Inc	330795	800
IX	Tyler Fishing LLC	330193	827
IX	AJ Fishing Corp.	330386	828
IX	C & B Fishing Corp.	330433	845
IX	R & P Fishing Corp.	150830	847
IX	Joao Carlos Fishing Corp.	330904	856
IX	F/V Susan Marie Inc	330535	887
IX	P & R Fishing Corp.	330557	897
IX	Olivia & Rafaela Fishing LLC	330583	907
IX	Long Islan Fisheries Corp	150090	961
IX	C & V Fishing Corp.	410104	964
IX	Coral Fishing Corp.	410126	967
IX	Chrismar Inc	410129	969
IX	Tyler Fishing LLC	410161	984
IX	Alcor Fishing Corp.	150370	986
IX	Rafaella LLC	410194	1007
IX	Orion Venture LLC	410220	1017
IX	P & S Fishing Corp.	149999	1026

IX	Athena Fishing Corp.	410604	1029
IX	F & C Fishing Corp.	150108	1041
IX	Apollo Fishing Corp.	410275	1063
IX	R & P Fishing Corp.	150879	1088
IX	R & P Fishing Corp.	150829	1125
IX	S & S Fishing LLC	410444	1143
IX	B & D Fishing Corp.	410471	1154
IX	F & C Fishing Corp.	150372	2182
IX	F/V Dewey Inc	240197	2272
IX	Rafaella LLC	410246	2295
IX	Blanca Casa Fishing Corp.	410190	2371
IX	Sanchez Brothers	330810	891
IX	Braga Fishing Co.	330138	712
IX	Laura J Fisheries Inc	330314	793
IX	Marques Fishing Corp.	330379	823
IX	New Freedom Fishing Corp.	330781	1325
IX	Cove Fishing Corp.	410320	1081
IX	P & A Fishing Corp.	151115	900
IX	Neves & Son Fishing Corp.	330172	732

Vessel Name	Active Vessel	Doc/Reg #
ROSIE-L		NJ8674FK
DINAH JANE	X	538071
TWO KIDS		MS4921AW
LEEANNE N ZACHARY		507708
2007 JOHNSON JOKO 0929H707		MS3877AT
CORVO II		
VILA NOVA DO CORVO I	X	1110463
COSTA & CORVO II		MS7324AU
PREDATOR		524592
GREEN ACRES	X	521305
NORTHERN CRUSADER	X	511845
SANDRA		MS9691AV
1995 OMC		
JAMIE LEIGH		MS8037AV
PEE WEE		MS1366AW
LADY PATRICIA	X	581831
ILHA BRAVA	X	971262
OLIVIA & RAFAELA	X	553777
2007 JOHNSON OUTDOORS		MS5236AU
CAN-DO		906939
TRIUNFO	X	596397
NORDICK VIKING		547331
MY WAY	X	603431
SASHA LEE	X	909149
SEA EXPLORER		579484
COSTA DA GALE		612525
SANCOR	X	620731
COSTA & CORVO I		MS7322AU
SOUTHERN CRUSADER II	X	1038917
SUSAN MARIE II		630313
STARS OF THE SEA	X	671011
ILHA BRAVA II		693587
SPIRIT OF COLUMBUS		MS4279AM
ILHA DO CORVO	X	578725
LUSO AMERICAN I	X	585853
CHRISMAR		585863
RESOLUTE	X	597484
WATER TENDER		MS8718AS
EDWARD MOORE	X	597172
ORION		611248
2005 JOHNSON OUTDOOR		MS3066AM

ATHENA	X	1122803
BEIRA LITORAL SKIFF		MS4414AM
APOLLO	X	614462
JOKO III	X	MS6464AV
SKIFF	X	MS9654AV
TYLER N NOAH		930728
BULL DOG	X	937040
2006 WATER TENDER		MS2620AR
DEWEY		511775
DRAKE	X	618310
Casa Blanca		
Ms. Maria		
Sunshine		
Laura J		603263
Voyager I		
Freedom		
Saga		
1988 Achilles	X	515716
Neves	X	570715

NMFS_VESS_ID	VESSEL_NAME	CF_PERMIT_ID	CORPORATE_NAME	CF_NAME	LICENSE_TYPE	STATE	PERMIT
547331	NORDIC VIKING	51172		UNKNOWN, UNKNOWN	UNK	ME	330303
547331	NORDIC VIKING	142455		LUND, JAMES	STAKED GILL NET	PA	330303
1110463	VILA NOVA DO CORVO I	187446	VILLA FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	410590
618310	DRAKE	193711	RAFAELLA LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	410246
511845	NORTHERN CRUSADER	155525	C & R FISHING CORP.	,	OFFSHORE LOBSTER-NON TRAP	MA	330168
538071	DINAH JANE	193714	LEEANNE & NOAH FISHING, LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	320244
614462	APOLLO	158366		WILLIAMS, SAMMIE	BOAT 60 FT-99 FT	MA	410275
1038917	SOUTHERN CRUSADER II	275809	R AND C FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	330904
937040	BULLDOG	37556	NORTH QUEEN FISHING INC	INGRANDE, LEONARD	BOAT 60 FT-99 FT	MA	410471
620731	SANCOR	154172	C & B FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	330433
909149	SASHA LEE	154883	SASHA LEE, INC.	,	OFFSHORE LOBSTER	MA	330795
930728	TYLER N NOAH	223631	S & S FISHING LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	410444
1038917	SOUTHERN CRUSADER II	155205	JOAO CARLOS FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	330904
579484	SEA EXPLORER	47412	A.J. & C. FISHING CORP	RAFAEL, CARLOS	OFFSHORE LOBSTER-NON TRAP	MA	330193
597484	RESOLUTE	154289	BTG FISHERIES, INC.	,	OFFSHORE LOBSTER-NON TRAP	MA	410161
611248	ORION	181731	ORION VENTURE LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	410220
937040	BULLDOG	181755	B & D FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	410471
671011	STARS OF THE SEA	155759	P & R FISHING CORPORATION	,	OFFSHORE LOBSTER	MA	330557
581831	LADY PATRICIA	155027	LADY PATRICIA, INC	,	OFFSHORE LOBSTER-NON TRAP	MA	330200
971262	ILHA BRAVA	155743	C AND C FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	410564
596397	TRIUNFO	211521	TYLER FISHING LLC (C. RAFAEL)	,	OFFSHORE LOBSTER-NON TRAP	MA	330276
603431	MY WAY	187124	BRAVA FISHING CORP.	,	OFFSHORE LOBSTER-NON TRAP	MA	330309
597484	RESOLUTE	211521	TYLER FISHING LLC (C. RAFAEL)	,	OFFSHORE LOBSTER-NON TRAP	MA	410161
579484	SEA EXPLORER	223610	TYLER FISHING LLC (C. RAFAEL)	,	OFFSHORE LOBSTER-NON TRAP	MA	330193
578725	ILHA DO CORVO	155347	C & V FISHING CORP.	,	OFFSHORE LOBSTER-NON TRAP	MA	410104
596397	TRIUNFO	155103	BOAT TRIUNFO	,	OFFSHORE LOBSTER-NON TRAP	MA	330276
1122803	ATHENA	183576	ATHENA FISHING CORP	,	OFFSHORE LOBSTER-NON TRAP	MA	410604
618310	DRAKE	47412	A.J. & C. FISHING CORP	RAFAEL, CARLOS	OFFSHORE LOBSTER-NON TRAP	MA	410246
507708	LEEANNE N ZACHARY	224089	S & S FISHING LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	320375
585853	LUSO AMERICAN I	190714	CORAL FISHING CORP (J. CORDEIRC,	,	OFFSHORE LOBSTER-NON TRAP	MA	410126
553777	OLIVIA & RAFAELA	192890	OLIVIA & RAFAELA FISHING LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	330236
524592	PREDATOR	155567	PREDATOR FISHERIES INC.	,	OFFSHORE LOBSTER-NON TRAP	MA	330126
618310	DRAKE	193691	RAFAELLA LLC	,	OFFSHORE LOBSTER-NON TRAP	MA	410246
521305	GREEN ACRES	154989	C & D FISHING CORP	,	OFFSHORE LOBSTER	MA	320311
600161	CASA BLANCA	075445	BLANCA CASA FISHING CORP	GARCIA, FRANCISCO	OFFSHORE LOBSTER-NON TRAP	MA	410190
651594	MS. MARIA	003404	SANCHEZ BROTHERS INC	,	OFFSHORE LOBSTER-NON TRAP	MA	330810
505291	SUNSHINE	006323	BRAGA FISHERIES	CANEIRA, ANTONIO	OFFSHORE LOBSTER-NON TRAP	MA	330138

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. Manuel f. Escobar

Owner/Entity Name:

Oliveira + Silva Fishing Co.

Name of Authorized Representative (print):

Manuel Escobar

Title: owner

List all permits including those listed in 4.

Permit Number: 150933 -MRI 731

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 30 day of AUGUST 2010
 before me, the undersigned, personally appeared
Manuel Escobar
 proved to me through satisfactory identification, which were license
 to be the person whose preceding or attached document and
 acknowledged to me that he signed it voluntarily for the stated purpose.

Cheryl A. Correia
 CHERYL A. CORREIA, Notary Public
 My Commission Expires August 9, 2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Drake Doc/Reg # 618310
Fishing Vessel Name Edward Moore Doc/Reg # 597172
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

Rafaella LLC.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Curtis Rafael

Title: Managing Member

List all permits including those listed in 4.

Permit Number: 410246 MRI 2295

Permit Number: 410194 MRI 1007

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa
Notary Public
ELAINE R. COSTA
My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Sancar Doc/Reg # 020731
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

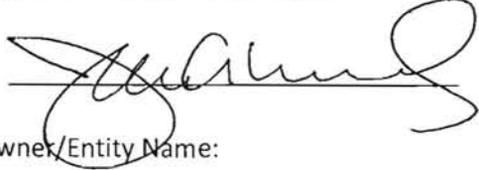
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

C*B Fishing Corp.

Name of Authorized Representative (print):

John A. Marley, Sr.
POA for Carlos Lafu

Title: President

List all permits including those listed in 4.

Permit Number: 330433 MRI 845

Permit Number: _____ MRI _____

Notary Public:


Notary Public

ELAINE R. COSTA

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Dimah Jane Doc/Reg # 538071
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

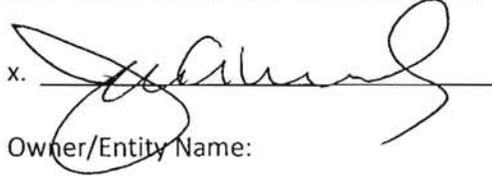
Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Lee Anne + Noah Fisheries LLC.

Name of Authorized Representative (print):

John A. Marky, Jr.
POA for Carlos Rafael

Title: Manager / Member

List all permits including those listed in 4.

Permit Number: 320244 MRI 579

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
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3. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Vila Nova Do Corvo I Doc/Reg # 1110463
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Vila Fishing Corp.

Name of Authorized Representative (print):

John A. Marks, Jr.
POA for Carlos Rafael

Title:

President

List all permits including those listed in 4.

Permit Number: 410590 MRI 700

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Green Acres Doc/Reg # 521305
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

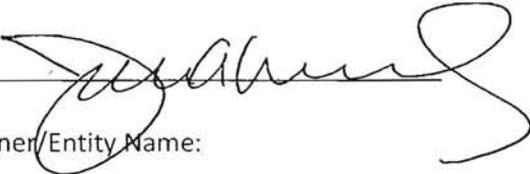
Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

C+D Fishing Corp.

Name of Authorized Representative (print):

John A. Markley, Jr.
POA for Carlos Raul

Title: President

List all permits including those listed in 4.

Permit Number: 320311 MRI 711

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Northern Crusader Doc/Reg # 511845

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

C + R Fishing Corp.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carlos Rafael

Title:

President

List all permits including those listed in 4.

Permit Number: 330168 MRI 729

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa

ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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3. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Lady Patricia</u>	Doc/Reg #	<u>581831</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]
Owner/Entity Name:

Lady Patricia Inc.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 149698 MRI 733

Permit Number: 330200 MRI 750

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa

ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Iha Brava Doc/Reg # 971262
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

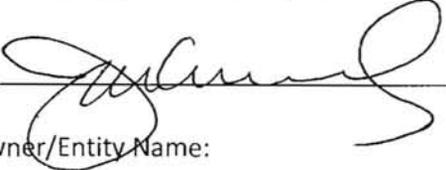
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Non-Active Member

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

C + C Fishing Corp.

Name of Authorized Representative (print):

John A. Marley, Jr.
POA of Carlos Rafael

Title:

Pres Lt

List all permits including those listed in 4.

Permit Number: 410561 MRI 754

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Olivia + Rafaela Doc/Reg # 553777
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

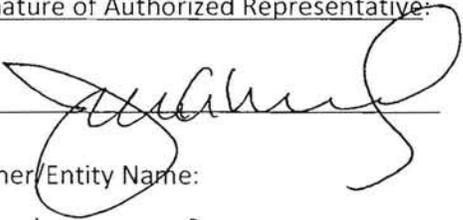
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Olivia + Rafaela Fishing LLC.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carla Rafael

Title: Manager / Member

List all permits including those listed in 4.

Permit Number: 330583 MRI 907

Permit Number: 330236 MRI 760

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
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ADHERENCE AGREEMENT

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1. Member has carefully reviewed the NEFS IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Triunfo</u>	Doc/Reg #	<u>596397</u>
Fishing Vessel Name	<u>Resolute</u>	Doc/Reg #	<u>410161</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

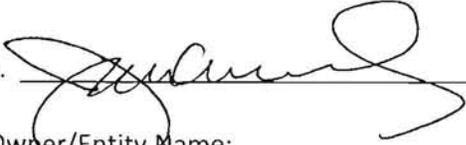
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 
Owner/Entity Name:

Tyler Fishing LLC.

Name of Authorized Representative (print):
John A. Marky, Jr.
POA for Carlos Rafael

Title: Manager/Memb

List all permits including those listed in 4.

Permit Number: 150656 MRI 609

Permit Number: 330193 MRI 827

Permit Number: 330276 MRI 775

Permit Number: 410161 MRI 984

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Apollo</u>	Doc/Reg #	<u>614462</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Apollo Fishing LLC.

Name of Authorized Representative (print):

John A. Markey Jr.
POA to Carlos Rafael

Title: Manager/Member

List all permits including those listed in 4.

Permit Number: 410275 MRI 1063

Permit Number: _____ MRI _____

Notary Public:


ELAINE R. COSTA
Notary Public
My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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:

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>My Way</u>	Doc/Reg #	<u>603431</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

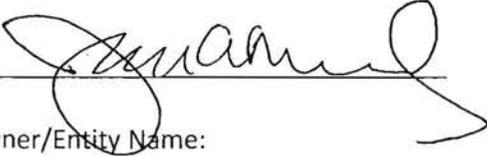
Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Brava Fishing Corp.

Name of Authorized Representative (print):

John A. Mally, Jr.
POA for Carlos Robal

Title: Pres. Int

List all permits including those listed in 4.

Permit Number: 330309 MRI 791

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Sasha Lee Doc/Reg # 909149
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Sasha Lee Inc.

Name of Authorized Representative (print):

John A. Martz Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330795 MRI 800

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

F/V Dewey Inc.

Name of Authorized Representative (print):

Richard Hoff

Title: Owner

List all permits including those listed in 4.

Permit Number: 240197 MRI 2272

Permit Number: _____ MRI _____

Notary Public:

Christine E. Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/30/2015



NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. [Handwritten Signature]

Owner/Entity Name:

F/V Susan Marie Inc.

Name of Authorized Representative (print):

Richard Hoff

Title: Pres

List all permits including those listed in 4.

Permit Number: 330535 MRI 887

Permit Number: _____ MRI _____

Notary Public:

Christine E. Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/30/2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____

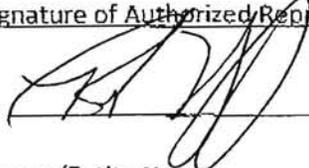
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Non-Active Member

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Nordick Viking Inc.

Name of Authorized Representative (print):

Richard Hoff

Title: Pres

List all permits including those listed in 4.

Permit Number: 330303 MRI 789

Permit Number: _____ MRI _____

Notary Public:

Christine Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/30/2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. [Handwritten Signature]

Owner/Entity Name:

F/V Dewey Inc.

Name of Authorized Representative (print):

Richard Hoff

Title: owner

List all permits including those listed in 4.

Permit Number: 240197 MRI 2272

Permit Number: _____ MRI _____

Notary Public:

Christine E. Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/30/2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. Arlindo Casteira

Owner/Entity Name:

Karen Maria Trawling Corp.

Name of Authorized Representative (print):

Arlindo Casteira

Title: Owner / president

List all permits including those listed in 4.

Permit Number: 151083 MRI 597

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 9th day of Sept. 20 10
 before me, the undersigned notary public, personally appeared
Arlindo Casteira Jr.
 proved to me through satisfactory evidence of identification, which was MA Drivers License
 to be the person whose name is signed on the preceding or attached document who swore
 or affirmed to me that the contents of the document are truthful and accurate to the best of
 his/her knowledge and belief.

Vera M. Carvalho
VERA M. CARVALHO, Notary Public
 My Commission Expires July 9, 2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:



Owner/Entity Name:

Alcor Fishing Corp.

Name of Authorized Representative (print):

Carlos Alberto

Title: Owner / Treasurer

List all permits including those listed in 4.

Permit Number: 150370MRI 986

Permit Number: _____MRI_____

Notary Public:

The Commonwealth of Massachusetts
 On this 1st day of Sept. 2020
 before me, the undersigned notary public, personally appeared Carlos Alberto
 proved to me through satisfactory evidence of identification, which were MA Driver License
 to be the person whose name is signed on the preceding or attached document who swore
 or affirmed to me that the contents of the document are truthful and accurate to the best of
 his/her knowledge and belief.
Vera M. Carvalho
VERA M. CARVALHO, Notary Public
 My Commission Expires July 9, 2015

NORTHEAST FISHERY SECTOR IX (9)
 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
 Fishing Vessel Name _____ Doc/Reg # _____
 Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

ACCA Fishing Corp

Name of Authorized Representative (print):

Carlos Alberto

Title: Owner / President

List all permits including those listed in 4.

Permit Number: 150715 MRI 744

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 1st day of September 2010
 before me, the undersigned notary public, personally appeared
Carlos Alberto
 proved to me through satisfactory evidence of identification, which were MA License
 to be the person whose name is signed on the preceding or attached document who swore
 or affirmed to me that the contents of the document are truthful and accurate to the best of
 his/her knowledge and belief.

[Handwritten Signature]
VERA M. CARROLL, Notary Public
 My Commission Expires July 8, 2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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:

Antonio V. Caneira

Owner/Entity Name:

Braga Fishing Co.

Name of Authorized Representative (print):

Antonio V. Caneira

Title: Owner / President.

List all permits including those listed in 4.

Permit Number: 330138 MRI 712

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 1st day of Sept., 2018
 before me, the undersigned notary public, personally appeared
Antonio V. Caneira
 proved to me through satisfactory evidence of identification, which was MA Drivers License
 to be the person whose name is signed on the preceding or attached document who swore
 or affirmed to me that the contents of the document are truthful and accurate to the best of
 his/her knowledge and belief.

Vera M. Carvalho
VERA M. CARVALHO, Notary Public
 My Commission Expires July 9, 2018

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Athena Doc/Reg # 1122803
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

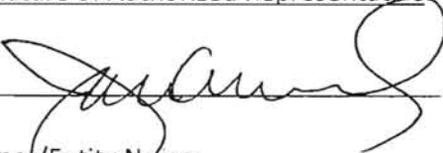
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Athena Fishing Corp.

Name of Authorized Representative (print):

JONN A. MARY T. POA de Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410604 MRI 1029

Permit Number: _____ MRI _____

Notary Public:


ELAINE R. COSTA
Notary Public
My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. *Keith Laudeman*

List all permits including those listed in 4.

Permit Number: 147595 MRI 546

Owner/Entity Name:

Keith Laudeman

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Keith Laudeman

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: Owner

Permit Number: _____ MRI _____

Notary Public:



Donna M. Bailey

**DONNA M. BAILEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/10/2015**

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

F/V Susan Marie, Inc.

Name of Authorized Representative (print):

Richard Haff

Title: Owner

List all permits including those listed in 4.

Permit Number: 330535 MRI 887

Permit Number: _____ MRI _____

Notary Public:

Christine E Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 07/20/15

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

Nordick Viking Inc.

Name of Authorized Representative (print):

Richard Hoff

Title: Owner

List all permits including those listed in 4.

Permit Number: 330303 MRI 789

Permit Number: _____ MRI _____

Notary Public:

Christine Bachman
9/3/10

CHRISTINE E. BACHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/30/2015

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. *[Handwritten Signature]*

Owner/Entity Name:

Long Island Fisheries Corp.

Name of Authorized Representative (print):

GEORGE M SILVA

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 150090 MRI 961

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts

On this 8th day of Sept, 2010

before me, the undersigned notary public, personally appeared

George M Silva

proved to me through satisfactory evidence of identification, which were

to be the person whose name is signed on the preceding or attached document who swore

or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[Handwritten Signature]

VERA M. CARVALHO, Notary Public
My Commission Expires July 9, 2018

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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 Antonio M Pacheco

Owner/Entity Name:

Predator Fisheries Inc.

Name of Authorized Representative (print):

ANTONIO M. PACHECO

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330126 MRI 708

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On the 2 day of Sept 2010
 before me, the undersigned notary public, personally appeared
Antonio Pacheco
 known to me through satisfactory evidence of identification, which was
 to the person whose name is signed on the preceding or attached document and
 acknowledged to me that he/she signed it voluntarily for the stated purpose.
Cheruk A Correia
 Cheruk A. Correia, Notary Public
 My Commission Expires August 8, 2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. Francisco Garcia

Owner/Entity Name:

Blanca Casa Fishing Corp.

Name of Authorized Representative (print):

FRANCISCO GARCIA

Title: PRES

List all permits including those listed in 4.

Permit Number: 410190 MRI 2371

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 3 day of SEPT, 2016
 before me, the undersigned notary public, Francisco Garcia
 proved to me through satisfactory evidence of License
 to be the person whose name is signed on the attached document and
 acknowledged to me that he/she signed the attached document for the stated purpose.
Cheryl A. Cornejo
 Notary Public
 Commission Expires August 6, 2018

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. Francisco Garcia

Owner/Entity Name:

Sanchez Brothers

Name of Authorized Representative (print):

Francisco Garcia

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330810 MRI 891

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 3 day of Sept 2010
 before me, the undersigned notary public, personally appeared
Francisco Garcia
 proved to me through satisfactory evidence of identification, which was License
 to be the person whose name is signed on the preceding or attached document and
 acknowledged to me that he/she signed it voluntarily for its stated purpose.
Cheyl A. Corbett
 CHEYL A. CORBETT, Notary Public
 My Commission Expires August 8, 2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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:

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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:

Martin Camposano Jr.

Owner/Entity Name:

CHRISMAR INC.

Name of Authorized Representative (print):

MARTIN CAMPOSANO SR.

Title: PRES.

List all permits including those listed in 4.

Permit Number: 410129 MRI 969

Permit Number: _____ MRI _____

Notary Public:

Bhavesh Patel

BHAVESH PATEL
Notary ID # 7269585
Notary Public
Commonwealth of Virginia
My Commission Expires Oct. 31, 2013

9/4/10

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name L050 American I Doc/Reg # 585853

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Aliocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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:

Coral Fishing Corp.

Name of Authorized Representative (print):

Carlos Alberto

Title: Owner / Treasurer

List all permits including those listed in 4.

Permit Number: 410126 MRI 967

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 1st day of Sept, 2020
 before me, the undersigned notary public, personally appeared
Carlos Alberto
 proved to me through satisfactory evidence of identification, which were MA D License
 to be the person whose name is signed on the preceding or attached document who has
 or affirmed to me that the contents of the document are truthful and accurate to the best of
 his/her knowledge and belief.
[Signature]
VERA M. CAPPALINO, Notary Public
 My Commission Expires July 9, 2016

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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:

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

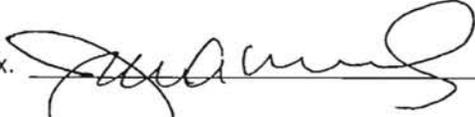
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Orion Venture LLC.

Name of Authorized Representative (print):

John A. Marky, Jr.
POA for Carlos Rafael

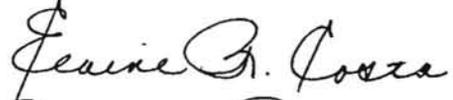
Title: Manager / Member

List all permits including those listed in 4.

Permit Number: 410220 MRI 1017

Permit Number: _____ MRI _____

Notary Public:


Notary Public
ELAINE R. COSTA
My Comm Exp. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

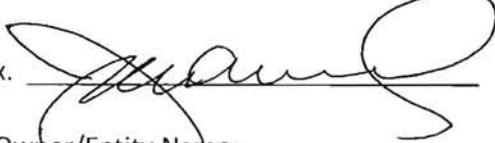
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

Bay Fuels Inc.

Name of Authorized Representative (print):

John A. Markey
POA for Carlos Rafael

Title: Pres

List all permits including those listed in 4.

Permit Number: 215016 MRI 770

Permit Number: _____ MRI _____

Notary Public:


Notary Public
ELAINE R. COSTA
MY COMM EXP. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

AJ Fishing Corp.

Name of Authorized Representative (print):

John A. Mark Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330386 MRI 828

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

S + S Fishing LLC.

Name of Authorized Representative (print):

John A. Morley, Jr.
POA for Carlos Rafael

Title: Managing Member

List all permits including those listed in 4.

Permit Number: 410444 MRI 1143

Permit Number: _____ MRI _____

Notary Public:


ELAINE R. COSTA
Notary Public
My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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:

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

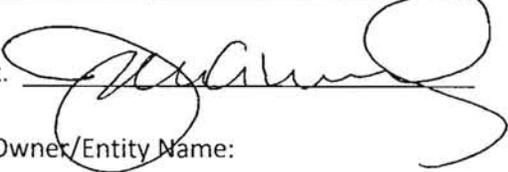
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

P + S Fishing Corp.

Name of Authorized Representative (print):

John A. Marks, Jr.
POA for Carlos Rafael

Title: Pres. dent

List all permits including those listed in 4.

Permit Number: 149999 MRI 1026

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

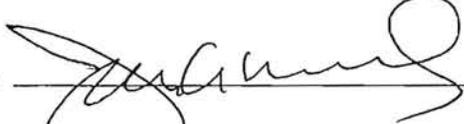
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

S+S Fishing LLC.

Name of Authorized Representative (print):

John A. Marky, Jr.
P.O.A. L. Carter (RAF)

Title: Manager / Member

List all permits including those listed in 4.

Permit Number: 320375 MRI 608

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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3. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. 

Owner/Entity Name:

AT + C Fishing Corp.

Name of Authorized Representative (print):

John A. Madry Jr.
POA for Carlos Rafael

Title:

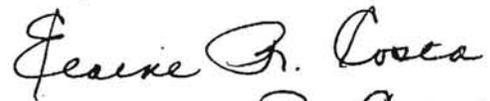
President

List all permits including those listed in 4.

Permit Number: 320611 MRI 644

Permit Number: _____ MRI _____

Notary Public:



ELAINE R. COSTA

Notary Public

My Comm Exp 10/25/2013

COSTA + CORW I + I
James Leigh
2007 Johnson + Viola

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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:

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Joko III / Cowboy Doc/Reg # MS 6464 AV
Fishing Vessel Name Skiff / Viola Doc/Reg # MS 9654 AV
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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.

Owner/Entity Name:

R + P Fishing Corp.

Name of Authorized Representative (print):

John A. Markey, Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 150842 MRI 702

Permit Number: 150895 MRI 736

Permit Number: 150790 MRI 762

Permit Number: 150830 MRI 847

Permit Number: 150879 MRI 1088

Permit Number: 150829 MRI 1125

Notary Public:

Elaine R. Costa
Notary Public
ELAINE R. COSTA
My Comm. Exp. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
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3. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Bull Dog Doc/Reg # 937040
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

B + D Fishing Corp.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410471 MRI 1154

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa
Notary Public
ELAINE R. COSTA
My Comm. Exp 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Ilha Do Corvo Doc/Reg # 578725

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

C + V Fishing Corp.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410104 MRI 964

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa
Notary Public

ELAINE R. COSTA

My Comm Exp. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
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ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Southern Crusader Doc/Reg # 1038917
Fishing Vessel Name _____ II Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. [Handwritten Signature]
Owner/Entity Name:

Joao Carlos Fishing Corp.

Name of Authorized Representative (print):

Joao A. Morley, Jr.
POA for Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330904 MRI 856

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa
Notary Public
ELAINE R. COSTA
My Comm Exp. 10/25/2013

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Stars of the Sea Doc/Reg # 671011
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

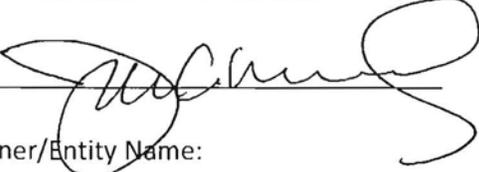
Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

P + R Fishing Corp.

Name of Authorized Representative (print):

John A. Marks, Jr.
POA for Carlos Rabal

Title:

Pres. dt

List all permits including those listed in 4.

Permit Number: 330557 MRI 897

Permit Number: _____ MRI _____

Notary Public:


Notary Public

ELAINE R. COSTA

My Comm. Exp 10/25/2013

• 2000 Water
Tender
• Beira Lites

NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th 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 IX 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 IX (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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. [Handwritten Signature]

Owner/Entity Name:

F & C Fishing Corp.

Name of Authorized Representative (print):

John A. Marky Jr.
POA for Carlos Rafael

Title:

Pres. dent

List all permits including those listed in 4.

Permit Number: 150108 MRI 1041

Permit Number: 150372 MRI 2182

Permit Number: _____ MRI _____

Notary Public:

Elaine R. Costa
Notary Public

ELAINE R. COSTA

My Comm Exp. 10/25/2013

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. *Laura J. Jayne*

Owner/Entity Name:

Laura J. Fisheries, Inc.

Name of Authorized Representative (print):

Laura Jayne

Title: Secretary

List all permits including those listed in 4.

Permit Number: 330314 MRI 793

Permit Number: _____ MRI _____

SUBSCRIBED AND SWORN
BEFORE ME THIS 10th DAY
OF September, 2010

Notary Public:



ANTHONY VALLE
NOTARY PUBLIC, State of New York
No. 01VA5010881, Suffolk County
Commission Expires April 12, 2011



NORTHEAST FISHERY SECTOR IX (9)
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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name 1988 Achilles Doc/Reg # 515716

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. Antonio Pereira

Owner/Entity Name:

P + A Fishing Corp.

Name of Authorized Representative (print):

Antonio Pereira

Title: President

List all permits including those listed in 4.

Permit Number: 15115 MRI 900

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
 On this 6 day of DECEMBER 2010,
 before me, the undersigned notary public, personally appeared
ANTONIO PEREIRA
 proved to me through satisfactory evidence of identification, which was License
 to be the person whose name is signed on the preceding or attached document and
 acknowledged to me that he/she signed it voluntarily for its stated purpose.
Cheryl A. Corbett
 Cheryl A. Corbett, Notary Public
 My Commission Expires August 3, 2018



NORTHEAST FISHERY SECTOR IX (9)
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Blue Seas II Doc/Reg # 515716
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. 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. Antonio Pereira

Owner/Entity Name:

P & A Fishing Corp.

Name of Authorized Representative (print):

Antonio Pereira

Title: President

List all permits including those listed in 4.

Permit Number: 330561 MRI _____

Permit Number: _____ MRI _____

Notary Public: Edith White

NORTHEAST FISHERY SECTOR IX (9)
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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. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name 2010 Solstice Doc/Reg # 570715
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

João A. Dos Santos

Owner/Entity Name:

Neves : San Fishing Corp.

Name of Authorized Representative (print):

João A. Dos Santos

Title: *President*

List all permits including those listed in 4.

Permit Number: *330172* MRI _____

Permit Number: _____ MRI _____

Notary Public: *[Signature]*

NORTHEAST FISHERY SECTOR IX (9)
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3. Member acknowledges that; NEFS IX has adopted February 28, 2011 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS IX must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. Manuel F. Marques

Owner/Entity Name:

Marques Fishing Corp.

Name of Authorized Representative (print):

MANUEL E. MARQUES

Title: TREAS.

List all permits including those listed in 4.

Permit Number: 330379 MRI _____

Permit Number: _____ MRI _____

Notary Public:

State of Ma. County of Bristol
Signed before me on this 29 day
of Nov., 2010 by Manuel F. Marques
Notary Public Manuel F. Marques

MY COMMISSION EXPIRES 1/14/2016

Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930
Telephone: (978) 281-9370
VS

NOAA form 88-156A

2010 Fishing Year Permit

MARQUES FISHING CORP
2 MIDDLE STREET
FAIRHAVEN, MA 02719-2910

F/V VOYAGER I
Northeast Federal Permit Number: 330379
Documentation/Registration Number: 613018
Principal Port/State: NEW BEDFORD, MA

Fisheries Permitted	Date issued: 02/23/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON - TRAP - 2010		05/01/2010	04/30/2011
ATLANTIC MACKEREL - 2010		05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010		05/01/2010	04/30/2011
MONKFISH - CATEGORY C - 2010		05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/01/2010	04/30/2011
OCEAN QUAHOG - 2010		05/01/2010	04/30/2011
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010		03/01/2010	02/28/2011
SCALLOP - LAGC - IFQ - 2010		03/01/2010	02/28/2011
SKATE - 2010		05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
SQUID/BUTTERFISH - INCIDENTAL - 2010		05/01/2010	04/30/2011
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010		05/01/2010	04/30/2011
SURF CLAM - 2010		05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010		05/01/2010	04/30/2011

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001)

Authorized Signature

See reverse side for permit conditions and information

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

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

Signature of Authorized Representative:

x. [Signature]

Owner/Entity Name:

New Freedom Fishing Corp.

Name of Authorized Representative (print):

Lars Vinjerrad II

Title: owner

List all permits including those listed in 4.

Permit Number: 330781 MRI 1325

Permit Number: _____ MRI _____

[Signature]

Notary Public:

Emile E. Morad Jr.

My Commission Expires: 5/19/2017



EMILE E. MORAD, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires May 19, 2017

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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Non-Active Member

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

Signature of Authorized Representative:

x. [Handwritten Signature]

Owner/Entity Name:

Cove Fishing Corp.

Name of Authorized Representative (print):

Lars Vinjerred II

Title: owner

List all permits including those listed in 4.

Permit Number: 411.320 MRI 1081

Permit Number: _____ MRI _____

[Handwritten Signature]

Notary Public:

Emile E. Morad Jr.

My Commission Expires: 5/19/2017



EMILE E. MORAD, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires May 19, 2017



The Commonwealth of Massachusetts
William Francis Galvin

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

Special Instructions

Articles of Organization
(General Laws, Chapter 180)

Federal Identification Number: 001003692

ARTICLE I

The name of the corporation is:
IX 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: RODNEY	Middle Name: M.	Last Name: AVILA	
Residential Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Post Office Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Title: TREASURER			Expiration of Term: Until successor is elected and qualified
First Name: RODNEY	Middle Name: M.	Last Name: AVILA	
Residential Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Post Office Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Title: CLERK			Expiration of Term: Until successor is elected and qualified
First Name: RODNEY	Middle Name: M.	Last Name: AVILA	
Residential Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Post Office Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Title: DIRECTOR			Expiration of Term: Until successor is elected and qualified
First Name: RODNEY	Middle Name: M.	Last Name: AVILA	
Residential Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
Country: USA			
Post Office Address: 369 BELAIR STREET			
City: NEW BEDFORD	State: MA	Zip: 02745	
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.)

RODNEY M. AVILA

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

IX NORTHEAST FISHERY SECTOR, INC. Summary Screen



Help with this form

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 001003692

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	CARLOS RAFAEL	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
TREASURER	CARLOS ALBERTO	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
CLERK	CARLOS ALBERTO	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	CARLOS ALBERTO	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	CARLOS RAFAEL	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	RICHARD CANASTRA	62 HASSEY STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified

DIRECTOR	RAYMOND CANASTRA	62 HASSEY STREET NEW BEDFORD, MA 02740 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

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

- ALL FILINGS
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Consolidation - Foreign and Domestic

Comments

**AMENDMENT 1 TO THE NORTHEAST FISHERY SECTOR IX
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 IX:

1. 20-Day Spawning Block
2. Length and Horsepower Restrictions of the Day-at-Sea (DAS) Leasing Program
3. Dockside Monitoring Requirements for Vessels Fishing on Both a Monkfish and Multispecies DAS in the Southern Fishery Management Area (SFMA) using 10-inch or Greater Mesh

**AMENDMENT 2 TO THE NORTHEAST FISHERY SECTOR IX OPERATIONS
PLAN**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE MAY 19, 2011

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

This amendment officially recognizes A.I.S., Inc. as the authorized dockside monitoring service provider for the Northeast Fishery Sector IX for fishing year 2011. Specific contact information, also found in Amendment 2, is:

A.I.S., Inc.
89 North Water Street
New Bedford, MA, 02747
Phone: 508-990-9054
Fax: 508-990-9055
www.aisobservers.com

**AMENDMENT 3 TO THE NORTHEAST FISHERY SECTOR IX
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 IX membership based on the final sector roster, submitted on May 1, 2011. The final roster is summarized below:

MRI	Permit	Vessel Name
546	147595	ROSIE-L
579	320244	DINAH JANE
597	151083	TWO KIDS
608	320375	LEEANNE N ZACHARY
609	150656	2007 JOHNSON JOKO0929H707
644	150913	CORVO II SKIFF
700	410590	VILA NOVA DO CORVO I
702	150842	COSTA & CORVO II
708	330126	PREDATOR
711	320311	GREEN ACRES
712	151250	2011 9' 4" SKIFF
729	151200	JOKO SKIFF NORTHERN CRUSA
731	150933	SANDRA
732	330172	NEVES
733	151053	LADY PATRICIA PERMIT
736	150895	2009 JOKO JAMIE LEIGH
744	150715	PEE WEE
750	330200	LADY PATRICIA
754	410564	ILHA BRAVA
760	330236	OLIVIA & RAFAELA
762	150790	2007 JOHNSON OUTDOORS
770	215016	CAN-DO
775	330276	TRIUNFO
789	330303	NORDIC VIKING
791	330309	MY WAY
793	330314	LAURA J
800	330795	SASHA LEE
823	330379	VOYAGER I
827	330193	SEA EXPLORER
828	330386	COSTA DA GALE

845	330433	SANCOR
847	150830	COSTA & CORVO I
856	330904	SOUTHERN CRUSADER II
887	330535	SUSAN MARIE II
891	330810	MS MARIA
897	330557	STARS OF THE SEA
900	330561	BLUE SEAS II
907	330583	ILHA BRAVA II
961	150090	SPIRIT OF COLUMBUS
964	410104	ILHA DO CORVO
967	410126	LUSO AMERICAN I
969	410129	CHRISMAR
984	410161	RESOLUTE
986	150370	WATER TENDER
1007	410194	EDWARD L MOORE
1017	410220	ORION
1026	410501	HERA
1029	410604	ATHENA
1041	150108	BEIRA LITORAL SKIFF
1063	410275	APOLLO
1081	410320	SAGA
1088	410335	COWBOY
1125	150829	SKIFF / VIOLA
1143	410444	TYLER N NOAH
1154	410471	BULLDOG
1325	330781	FREEDOM
2182	150372	2006 WATER TENDER
2272	240197	DEWEY
2295	410246	DRAKE
2371	410190	CASA BLANCA

**AMENDMENT 4 TO THE NORTHEAST FISHERY SECTOR IX OPERATIONS PLAN
FOR FISHING YEAR 2011**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE JULY 1, 2011

EFFECTIVE JULY 1, 2011, THROUGH APRIL 30, 2012 – THE 2011 FISHING YEAR

This amendment approves 2 additional exemptions for Northeast Fishery Sector IX. The new exemptions are:

1. Gear requirements in the U.S./Canada Management Area.
2. Requirement to maintain a vessel monitoring system (VMS) powered while at the dock.

The following exemptions were previously approved for Northeast Fishery Sector IX and remain in effect:

1. 20-Day Spawning Block.
2. Length and horsepower restrictions of the Day-at-Sea (DAS) Leasing Program.
3. Dockside monitoring requirements for vessels fishing on both a monkfish and multispecies DAS in the Southern Fishery Management Area (SFMA) using 10-inch or greater mesh.