

## SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of May 1, 2012 (the “Effective Date”), by and among IX, Northeast Fishery Sector Inc. (“NEFS IX”) and each of the Sector members identified on the attached **Exhibit A**.

### **Recitals**

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

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

### **Agreement**

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

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

2. **Sector Eligibility and Membership**. To be eligible to be a member of the Sector, a person must hold a limited access Northeast multi-species permit and meet all other Sector eligibility requirements established from time to time by the Sector’s Board of Directors (the “Board”). Any person wishing to become a Sector member must submit an application no later than sixty (60) days prior to the annual deadline by which Sector applications must be submitted to NMFS. Sector membership shall be effective upon admission of a member by the Board and acceptance by execution by such member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of **Section 12** below, and the disciplinary expulsion provisions of **Section 13** below, Sector membership

shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the Sector's Bylaws and this Agreement. The Sector's members (the "Members"), such Members' "Limited Access Multispecies Permit" (LA MS) as identified by its "Moratorium Rights Identifier" (MRI), and the vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit A**, which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

2.1 **Rule of Three Requirement:** Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 330216 under the distinct ownership of Predator Fisheries, permit # 330583 under the distinct ownership of Olivia & Rafaela Fishing Corp., and permit # 150370 under the distinct ownership of Alcor Fishing Corp.

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

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

5. **Distribution of Sector ACE.** Each Member acknowledges that the Sector's ACE is composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each such species being an "Allocated Species"). Subject to the terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an amount of the Sector's ACE for each Allocated Species proportionate to the amount of ACE for such species that the Sector receives as a result of such Member's membership in the Sector. The amount of Sector ACE a Member may harvest or transfer, as adjusted by transfers and Sector retainages including but not limited to the Reserve, made in accordance with this Agreement, is referred to hereafter as a Member's "Harvest Share". Each Member may harvest or transfer its Harvest Share only under the terms and conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the Enforcement

Committee (as defined below) and the Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's Harvest Share shall be a breach of this Agreement.

6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Stephanie Rafael-DeMello will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2012 who will be acting as their Manager for FY 2012-2013.

6.1 Communication with Sector. The Manager is the primary point of contact for all communications on behalf of the Sector and all communications regarding NEFS IX should be directed accordingly. In addition to the Sector Manager, Elizabeth Etrie, or acting program director of Northeast Sector Service Network is authorized to act on behalf of the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

President: Carlos Rafael

Treasurer: Carlos Alberto

Clerk: Carlos Alberto

Directors: Carlos Rafael, Carlos Alberto, Richard Canastra, Raymond Canastra

In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications. Additionally, a list of current Board members can also be located at the following link.

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

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

7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations, the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE allocation, as

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

7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before December 1, 2012 (the "Notification Date"), and on or before succeeding Notification Dates established by the Board for FY 2012 and thereafter of their intention to harvest Sector ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest Share shall be subject to all NMFS and other management regulations generally applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE allocation permitted to be harvested in such season or area. The Manager may impose and enforce additional restrictions on each Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

7.2.1 Non-Active Members. The Members acknowledge that Active Members are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the non-Active Members, and that the Active Members are making certain financial contributions to the Sector

that are not made by non-Active Members. Obligations assumed by Active Members that are not imposed on non-Active Members include, but are not limited to payments of the initial Membership Fee, and paying Network and Sector fees in connection with landings of catch harvested under the Sector's ACE. In consideration for the Active Members assuming these costs, risks and fee obligations, each non-Active Member shall:

(a) Not fishing in ACE-accountable fisheries;

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

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

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

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

7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such terms and conditions as the Board may adopt from time to time, including but not limited to establishment of procedures to implement a Right of First Offer (the "ROFO") that is extended to Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties in

accordance with the terms and conditions established by the Board. Without limiting the foregoing, the Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to non-Members as it deems necessary to promote the harvest of the Sector's entire ACE allocation and ensure that the Sector's management and administrative costs can be recouped through reasonable Sector membership fees established by the Board.

7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the Sector's compliance with Amendment 16 and related implementing regulations (such restrictions referred to hereafter as "Harvesting Rules"). The Harvesting Rules are set forth on Exhibit C. Each Active Member shall conduct their harvest of the Sector's ACE in strict compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such Member's Harvest Share is harvested in accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that promotes harvest of the Sector's ACE in accordance with the Harvesting Rules and shall make the Fishing Plan available to Active Members prior to the commencement of the fishing season.

7.5 Re-direction Of Effort. During FY 2010, NEFS IX vessels switched fishing efforts into the following fisheries to a greater extent than in previous years due to decreased opportunities to participate in the groundfish fishery, however these are fisheries that NEFS IX vessels have historically participated in:

- Fishery: Scallop (Gear: trawl)
- Fishery: Monkfish (Gear: trawl)
- Fishery Skate (Gear: trawl)

During the first quarter of FY 2011, NEFS IX vessels switched fishing effort into the following fisheries:

- Fishery: Scallop (Gear: trawl)

During FY 2012, NEFS IX anticipates that no additional redirection of effort will take place.

7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries. NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless of whether such harvests are made during directed groundfish fishing trips or during other fishing trips, unless the Allocated Species harvest is managed under another management plan or as a sub-component annual catch limit ("ACL") of Amendment 16 Allocated Species. Each Active Member shall

report every fishing trip by such Member to the Manager prior to sailing, for determination whether the related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.

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

In FY 2011, 30% of the permits which are enrolled in the NEFS IX Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS IX Sector has 61 permits currently enrolled. Of those 61 permits, 22 are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the NEFS IX Sector expects that compared to FY 2011 there would be no change from the consolidation that previously occurred within the sector during FY 2011. The member permits that are not attached to active NE multispecies vessels in FY 2012 are the same permits that leased out their Harvest Share in FY 2011. In most cases, a member who owns multiple permits fished the Harvest Share (or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the Manager of IX, Northeast Fishery Sector Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records

9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch monitoring and reporting requirements established by the Manager, which may include but are not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved dockside landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely basis. Without limiting the foregoing, each Active Member shall submit on a timely basis all catch information as required by and necessary for the Manager to complete and file the Sector's weekly reports. Each Active Member's harvest of Sector ACE shall be calculated and tabulated in accordance with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the catch and delivery information produced by the Manager shall be presumed accurate, and absent manifest error, each Member's obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such information.

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

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

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

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

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

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

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

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

manager may take any action he/she deems necessary including without limitation, self help or court action which may include the seeking of injunctive relief.

10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed liquidated damages shall have five (5) days from the date that the Member receives the notice to request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be deemed to have breached this Agreement in accordance with the Manager's determination, and the Member shall be obligated to pay the related liquidated damages. If a Member timely requests an appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each Member's obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such data. If the Enforcement Committee determines that a Member breached this Agreement, the Sector shall have the right to collect from such Member the liquidated damages amount provided for such breach under this Agreement.

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

and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for payment.

10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to resolve a breach of this Agreement through voluntary compliance measures approved by the Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by Bank of America, or such other bank as the Board may select from time to time, as of the last day of the voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal action to collect the liquidated damages. In addition, in connection with Member breaches resulting from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement Committee) may take possession of an amount of the Member in breach's Harvest Share for the overharvested species for the year in which the contract breach occurred and, if necessary, in subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with any action to collect liquidated damages from a Member in breach of this Agreement, whether or not the Sector prevails in such action.

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

10.12 Distribution of Damages. Where a Member's breach causes one or more other Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member

receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch was less than such Member's allocation or apportionment, and the denominator of which is the sum of the aggregate amount of by which all Members' allocations or apportionments were reduced as a result of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any damages awarded to the Sector in excess of those distributed to other Members under this Section, and any damages awarded in connection with a breach which does not cause any other Member's allocation or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector operations.

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

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before February 28, 2012, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such

Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to the date of expulsion, or to pay liquidated damages and costs and fees related to an action or omission by the expelled Member that preceded the date of expulsion. The Sector shall notify NMFS immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

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

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

In consideration of these circumstances, and in consideration for the Sector waiving its right to require each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit

its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it has received and is sufficient, the Members hereby agree as follows.

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

14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.( evidence that the vessel continued to fish thereafter).

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

15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to a person who is not an Active Member unless such person assumes all of the transferring Member's obligations under this Agreement as of the effective date of such transfer. A person other than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

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

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

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

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

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

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

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

19. No Collective Marketing. The Members acknowledge that the Sector has not been formed or qualified as a collective marketing association. The Members therefore agree that nothing in this Agreement shall be construed as permitting or obligating Members to collaborate regarding the processing, marketing or sales of the product produced from catch harvested under their Harvest Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and shall hold ex-vessel price information as confidential from other Members until such information becomes public or until such price information is six months old, unless and until the Sector is properly qualified under State and Federal law as a collective marketing association

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

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**EXHIBIT A**

**Sector Membership Fishing Year 2012 (May 1, 2012 to April 30, 2013)**

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

<b>Owner/Entity</b>	<b>Permit #</b>	<b>MRI #</b>
Keith Laudeman	147595	546
LeeAnne & Noah Fisheries LLC	320244	579
Karen Maria Trawling Corp.	151083	597
S & S Fishing LLC	320375	608
Tyler Fishing LLC	150656	609
AJ & C Fishing Corp.	150913	644
Vila Fishing Corp.	410590	700
R & P Fishing Corp.	150842	702
Predator Fisheries Inc	330126	708
C & D Fishing Corp.	320311	711
C & R Fishing Corp.	151200	729
Oliveira & Silva Fishing Co	150933	731
Lady Patricia Inc	151053	733
R & P Fishing Corp.	150895	736
Sea Explorer Fishing Corp.	150715	744
Lady Patricia Inc	330200	750
C & C Fishing Corp.	410564	754
Olivia & Rafaela Fishing LLC	330236	760
R & P Fishing Corp.	150790	762
Bay Fuels Inc	215016	770
Tyler Fishing LLC	330276	775
Nordick Viking Inc	330303	789
Brava Fishing Corp.	330309	791
Sasha Lee Inc	330795	800
Tyler Fishing LLC	330193	827
AJ Fishing Corp.	330386	828
C & B Fishing Corp.	330764	845
R & P Fishing Corp.	150830	847
Joao Carlos Fishing Corp.	330904	856
F/V Susan Marie Inc	330535	887
P & R Fishing Corp.	330557	897

<b>Owner/Entity</b>	<b>Permit #</b>	<b>MRI #</b>
Long Island Fisheries Corp	150090	961
C & V Fishing Corp.	410104	964
Coral Fishing Corp.	410126	967
Chrismar Inc	410129	969
Tyler Fishing LLC	410161	984
Alcor Fishing Corp.	150370	986
Rafaella LLC	410194	1007
Orion Venture LLC	410220	1017
P & S Fishing Corp.	410501	1026
Athena Fishing Corp.	410604	1029
F & C Fishing Corp.	150108	1041
Apollo Fishing Corp.	410275	1063
R & P Fishing Corp.	410335	1088
R & P Fishing Corp.	150829	1125
S & S Fishing LLC	410444	1143
B & D Fishing Corp.	410471	1154
F & C Fishing Corp.	150372	2182
F/V Dewey Inc	240197	2272
Rafaella LLC	410246	2295
Blanca Casa Fishing Corp.	410190	2371
Sanchez Brothers	330810	891
Braga Fishing Co.	330138	712
Laura J Fisheries Inc	330314	793
Marques Fishing Corp.	330379	823
New Freedom Fishing Corp.	330781	1325
Cove Fishing Corp.	410418	1081
P & A Fishing Corp.	151115	900
Neves & Son Fishing Corp.	330172	732
S & K Lobstering LLC	310523	535

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

<b>Owner/Entity</b>	<b>Vessel Name</b>	<b>Doc/Reg #</b>
Vila Fishing Corp.	VILA NOVA DO CORVO I	1110463
C & D Fishing Corp.	GREEN ACRES	521305
Lady Patricia Inc	LADY PATRICIA	581831
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.	DESTINY	1031278
Joao Carlos Fishing Corp.	SOUTHERN CRUSADER II	1038917
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
P & S Fishing Corp.	HERA	954600
Athena Fishing Corp.	ATHENA	1122803
Apollo Fishing Corp.	APOLLO	614462
R & P Fishing Corp.	COWBOY	602436
S & S Fishing LLC	TYLER N NOAH	930728
B & D Fishing Corp.	BULLDOG	937040
Rafaella LLC	DRAKE	618310
P & A Fishing Corp.	BLUE SEAS II	515716
Neves & Son Fishing Corp.	NEVES	570715

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NEFS	Owner/Entity	Permit #	MRI #	Vessel Name	Active Vessel	Doc/Reg #
IX	Keith Laudeman	147595	546	ROSIE-L		NJ8674FK
IX	LeeAnne & Noah Fisheries LLC	320244	579	DINAH JANE		538071
IX	Karen Maria Trawling Corp.	151083	597	TWO KIDS		MS4921AW
IX	S & S Fishing LLC	320375	608	LEEANNE N ZACHARY		507708
IX	Tyler Fishing LLC	150656	609	2007 JOHNSON JOKO 0929H707		MS3877AT
IX	AJ & C Fishing Corp.	150913	644	CORVO II SKIFF		MS5628AV
IX	Vila Fishing Corp.	410590	700	VILA NOVA DO CORVO I	X	1110463
IX	R & P Fishing Corp.	150842	702	COSTA & CORVO II		MS7324AU
IX	Predator Fisheries Inc	330126	708	PREDATOR		524592
IX	C & D Fishing Corp.	320311	711	GREEN ACRES	X	521305
IX	C & R Fishing Corp.	151200	729	JOKO SKIFF NORTHERN CRUSADER		MS4296AX
IX	Oliveira & Silva Fishing Co	150933	731	SANDRA		MS9691AV
IX	Lady Patricia Inc	151053	733	1995 OMC/LADY PATRICIA PERMIT		MS1923AW
IX	R & P Fishing Corp.	150895	736	2009 JOKO JAMIE LEIGH		MS8037AV
IX	ACCA Fishing Corp.	150715	744	PEE WEE		MS1366AW
IX	Lady Patricia Inc	330200	750	LADY PATRICIA	X	581831
IX	C & C Fishing Corp.	410564	754	ILHA BRAVA		971262
IX	Olivia & Rafaela Fishing LLC	330236	760	OLIVIA & RAFAELA	X	553777
IX	R & P Fishing Corp.	150790	762	2007 JOHNSON OUTDOORS		MS5236AU
IX	Bay Fuels Inc	215016	770	CAN-DO		906939
IX	Tyler Fishing LLC	330276	775	TRIUNFO	X	596397
IX	Nordick Viking Inc	330303	789	NORDIC VIKING		547331
IX	Brava Fishing Corp.	330309	791	MY WAY	X	603431
IX	Sasha Lee Inc	330795	800	SASHA LEE	X	909149
IX	Tyler Fishing LLC	330193	827	SEA EXPLORER		579484
IX	AJ Fishing Corp.	330386	828	COSTA DA GALE		612525
IX	C & B Fishing Corp.	330764	845	DESTINY	X	1031278
IX	R & P Fishing Corp.	150830	847	COSTA & CORVO I		MS7322AU
IX	Joao Carlos Fishing Corp.	330904	856	SOUTHERN CRUSADER II	X	1038917
IX	F/V Susan Marie Inc	330535	887	SUSAN MARIE II		630313
IX	P & R Fishing Corp.	330557	897	STARS OF THE SEA		671011
IX	Long Island Fisheries Corp	150090	961	SPIRIT OF COLUMBUS		MS4279AM
IX	C & V Fishing Corp.	410104	964	ILHA DO CORVO	X	578725
IX	Coral Fishing Corp.	410126	967	LUSO AMERICAN I	X	585853
IX	Chrismar Inc	410129	969	CHRISMAR		585863
IX	Tyler Fishing LLC	410161	984	RESOLUTE	X	597484
IX	Alcor Fishing Corp.	150370	986	WATER TENDER		MS8718AS
IX	Rafaella LLC	410194	1007	EDWARD MOORE	X	597172
IX	Orion Venture Llc	410220	1017	ORION		611248
IX	P & S Fishing Corp.	410501	1026	HERA	X	954600
IX	Athena Fishing Corp.	410604	1029	ATHENA	X	1122803
IX	F & C Fishing Corp.	150108	1041	BEIRA LITORAL SKIFF		MS4414AM
IX	Apollo Fishing Corp.	410275	1063	APOLLO	X	614462
IX	R & P Fishing Corp.	410335	1088	COWBOY	X	602436
IX	R & P Fishing Corp.	150829	1125	SKIFF/VIOLA		MS9654AX
IX	S & S Fishing LLC	410444	1143	TYLER N NOAH	X	930728
IX	B & D Fishing Corp.	410471	1154	BULLDOG	X	937040
IX	F & C Fishing Corp.	150372	2182	2006 WATER TENDER		MS2620AR
IX	F/V Dewey Inc	240197	2272	DEWEY		511775
IX	Rafaella LLC	410246	2295	DRAKE	X	618310

IX	Blanca Casa Fishing Corp.	410190	2371	CASA BLANCA		600161
IX	Sanchez Brothers	330810	891	MS. MARIA		651594
IX	Braga Fishing Co.	330138	712	SUNSHINE		505291
IX	Laura J Fisheries Inc	330314	793	LAURA J		603263
IX	Marques Fishing Corp.	330379	823	VOYAGER I		613018
IX	New Freedom Fishing Corp.	330781	1325	FREEDOM		1100439
IX	Cove Fishing Corp.	410418	1081	CANYON EXPRESS		658969
IX	P & A Fishing Corp.	151115	900	BLUE SEAS II	X	515716
IX	Neves & Son Fishing Corp.	330172	732	NEVES	X	570715
IX	S & K Lobstering LLC	310523	535	SALLY & KATHERINE		698169
IX	C. Rafael LLC		1016	HUNTRESS		608248





**EXHIBIT B**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2012 (May 1, 2012 to April 30, 2013)**

All permits held by NEFS IX Members that are eligible to be enrolled in the sector have been enrolled.

Additional Information on federal and state permits associated with Sector Vessels and Sector Members:

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY	SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
150715	ACCA FISHING CORP	1	1	1	1		D			1	C	A		A		1		1	1, 3, 4	1	
150913	AJ AND C FISHING CORP	1	1	1	1		D	A		1	C	A		A		1		1	1, 3, 4	1	
150370	ALCOR FISHING	1		1	1		D			1	C	A		A				1	3,	1	

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY	SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
	CORP																		4		
410275	APOLLO FISHING LLC	1	1	1	1		D	C		1	D	E		A	2	1		1	1, 3, 4	1	MA Lobster
410604	ATHENA FISHING CORP	1		1	1		A	C		1	C	E	6	A	2		1	1	3, 4	1	MA Lobster
410471	B & D FISHING CORP	1	1	1	1	1	D	C		1	C	A	6	A		1	1	1	1, 4, 5	1	MA Lobster
215016	BAY FUELS INC	1		1			D			1,A2,A OC	E	A		A		1		1	1, 4	1	
410190	BLANCA CASA FISHING CORP	1		1			D	C		1	E	A	6	A			1	1	3, 4	1	MA Lobster
330138	BRAGA FISHING CORP	1		1	1		D			1	D	A		A				1	3, 4	1	MA Lobster
330309	BRAVA FISHING CORP	1		1	1		D	A		1	C	A	6	A			1	1	3, 4	1	MA Lobster
410564	C & C FISHING CORP	1		1			D	C		1	E	E	6	A	2		1	1	3, 4	1	MA Lobster
320311	C & D FISHING CORP	1	1	1	1		D	A		1	C	A	6	A		1	1	1	3, 4	1	MA Lobster
151200	C & R FISHING	1		1	1		D	A		1	D	A	6	A			1	1	3,	1	

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
	CORP																	4		
410129	CHRISMAR INC	1	1	1	1				1	D	E	6	A	2	1	1	1	3,4	1	
410126	CORAL FISHING CORP	1		1	1		D	C	1	E	A	6	A			1	1	3,4	1	MA Lobster
410501	CORVO LLC	1		1	1		D	A	1	D	A		A				1	3,4	1	MA Lobster
410418	COVE FISHING CORP	1	1	1	1	1	C		1,A3	D	E	6	A	5	1	1	1	1,4,5	1	
150108	F & C FISHING CORP	1		1	1		D		1	E	A		A				1	3,4	1	
150372	F & C FISHING CORP	1	1	1	1		D		1	E	A		A		1		1	1,4	1	
330535	F/V SUSAN MARIE INC	1	1	1	1	1	C	A	1	C	E	6	A	2	1	1	1	1,4,5	1	
151083	KAREN MARIA TRAWLING CO	1	1	1	1		D	A	1	D	A	6	A		1	1	1	1,3,4	1	
147595	KEITH N LAUDEMAN	1		1	1		D		1	D	A		A				1	3,4	1	

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
151053	LADY PATRICIA INC	1		1	1		D		1	D	A		A				1	3,4	1	
330200	LADY PATRICIA INC	1	1	1	1		D	A	1	D	A	6	A		1	1	1	1,3,4	1	MA Lobster
320244	LEEANNE & NOAH FISHING LLC	1		1	1		D	A	1	C	A	6	A		1	1	1	3,4	1	MA Lobster
150090	LONG ISLAND FISHERIES	1	1	1	1				1	D	A				1			1,4,5	1	
330379	MARQUES FISHING CORP	1		1	1		D	A	1	C	A	6	A			1	1	3,4	1	
330172	NEVES & SON FISHING CORP	1		1	1		D	A	1	C	A	6	A			1	1	3,4	1	
330781	NEW FREEDOM FISHING CORP	1		1					1	E	E	6	A	2		1	1	3,4	1	
330764	NOAH LLC	1		1	1		D	A	1	D	A	6	A			1	1	3,4	1	
330303	NORDIC VIKING INC	1	1	1	1			A	1,A1,A2,AOC	D	A	6	A		1	1	1	1,4	1	
150933	OLIVEIRA AND	1		1	1		D	A	1	C	A	6	A			1	1	3,	1	

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
	SILVA FISHING CORP																	4		
330236	OLIVIA & RAFAELA FISHING LLC	1	1	1	1		D	A	1	D	A	6	A		1	1	1	1, 3, 4	1	MA Lobster
410220	ORION VENTURE LLC	1		1	1		D		1	C	E	6	A	2				3, 4	1	
330561	P & A FISHING CORP	1	1	1	1		D	A	1	C	A	6	A		1	1	1	1, 3, 4	1	
330557	P & R FISHING CORP	1		1	1		D	C	1	D	A	6	A					3	1	MA Lobster
330126	PREDATOR FISHERIES INC	1		1	1		D	B	1	C	E	6	A	2				3, 4	1	
150829	R & P FISHING CORP	1		1			D		1,A1	D	A		A					3, 4	1	
150830	R & P FISHING CORP	1	1	1	1		D		1	C	A		A		1			1, 4	1	
150842	R & P FISHING CORP	1	1	1	1		D		1	D	A		A		1			1, 4	1	
150895	R & P FISHING CORP	1		1	1		D		1	C	A		A		1			3, 4	1	

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY	SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
410335	R & P FISHING CORP	1		1	1		D	A		1	D	A		A				1	3, 4	1	
150790	R & P FISHING CORPORATION	1		1	1		D	A		1	D	A		A				1	3, 4	1	
330904	R AND C FISHING CORP	1	1	1	1		D	A		1	D	A	6	A		1	1	1	1, 3, 4	1	
410194	RAFAELLA LLC	1		1	1		D	C		1	C	A	6	A			1	1	1, 4	1	MA Lobster
410246	RAFAELLA LLC	1		1	1		D	C		1	C	A	6	A			1	1	3, 4	1	
310523	S & K LOBSTERING LLC	1		1			D	C	A3		E	A	6	A			1	1	3, 4	1	
320375	S & S FISHING LLC	1		1	1		D	A		1	C	A	6	A			1	1	3, 4	1	
410444	S & S FISHING LLC	1		1	1		D			1	C	E	6	A	2		1	1	3, 4	1	MA Lobster
330810	SANCHEZ BROS INC	1	1	1	1		D	A		1	C	A	6	A		1	1	1	1, 3, 4	1	MA Lobster
330215	SASHA FISHING CORP	1	1	1	1		D	C		1	E	J, K	6	A	2	1	1	1	1, 4	1	MA Lobster

PERMIT	OWNER NAME	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH	State Permit
330795	SASHA LEE INC	1		1	1		D	A	1	C	A	6	A			1	1	3, 4	1	MA Lobster
410226	STEPHANIE FISHING CORP	1		1	1		D	C	1	E	J	6	A	2		1	1	3, 4	1	MA Lobster
150656	TYLER FISHING LLC	1	1	1	1		D		1	D	A		A		1		1	1, 3, 4	1	MA Lobster
330193	TYLER FISHING LLC	1	1	1	1		C	C	1	D	A	6	A		1	1		1, 3, 4	1	MA Lobster
330276	TYLER FISHING LLC	1		1	1		D	A	1	D	A	6	A			1	1	3, 4	1	
410161	TYLER FISHING LLC	1		1	1		D	C	1	C	E	6	A	2		1	1	3, 4	1	
410590	VILA FISHING CORP	1		1	1		D	C	1	D	E	6	A	2		1	1	3, 4	1	MA Lobster
410056	VILA NOVA FISHING INC	1		1	1		D	C	1	C	J, K	6	A	2		1	1	3, 4	1	MA Lobster

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2012 (May 1, 2012 to April 30, 2013)**

4 *The Members and the Participating Vessels of **IX, Northeast Fishery Sector Inc.**, agree to be legally bound*  
5 *to follow the Harvesting Rules for the Fishing Year 2012 as described herein, in accordance with all*  
6 *provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those*  
7 *rules and regulations applicable to the common pool Multispecies vessels. Members and the*  
8 *Participating Vessels of NEFS IX will fish in primarily in the entire EEZ.*

9 **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

10  
11 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more  
12 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
13 members agree that once an annual ACE is reached no member will fish commercially with any  
14 fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
15 under plan within the applicable area(s): except in those situations where a member is participating  
16 in an exempted fishery. The Sector members may resume fishing activities if additional ACE is  
17 secured through inter-sector ACE transfer.

18 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and dockside  
19 monitors will use a PC based software for collecting data, reporting catch, landings and discards, and  
20 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a  
21 quota release program that sets forth overall sector quota (ACE) release targets by species and  
22 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual  
23 targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will  
24 monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the  
25 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the

- 1 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
2 Share management.
- 3 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
4 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE  
5 transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer system. The  
6 Sector, through their Board, may alter the RESERVE holdback percentages for any or all stocks held  
7 by the Sector to prevent under harvest of the Sector's ACE.
- 8 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector  
9 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
10 Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the  
11 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
12 Harvest Shares trajectories will be set to the Harvest Share. Once 90% of any Sector ACE is  
13 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota  
14 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing  
15 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector  
16 Manager to seek additional ACE through an ACE transfer with other sectors.
- 17 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
18 fishing operations must be retained and counted against the Sector's ACE allocation, unless  
19 otherwise exempted.
- 20 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
21 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction  
22 proposed in Amendment 16 for common pool vessels. Members will be required to use an "A DAS  
23 when conducting fishing operations that are not exempted from DAS usage, for example, when  
24 fishing under a monkfish DAS.  
25
- 26 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
27 of the four stock delineation areas as identified in Amendment 16 and relating implementing  
28 regulations.
- 29
- 30 **8. TRIP END HAIL:** Sector vessels will comply with any Trip End Hail requirements established by the  
31 Agency.  
32
- 33 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel  
34 will complete a catch report each time the vessel changes areas.  
35
- 36 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than  
37 one US/CA area or more than one of the four stock areas will complete a catch report each time the  
38 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock  
39 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as  
40 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare  
41 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.  
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- 43 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

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**12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete catch records to the Sector Manager electronically via VMS email or other electronic means prior to entering port to End a Trip. Catch reports will include, at a minimum, all data elements of fully compliant VTR logbook record/s and the Dockside Monitoring Program. The Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic (SAP) or internal quota management requirements. In the event a Member vessel is unable to submit his catch records electronically, the Member, will have no more than twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

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

**14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will submit required reports, using the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level about each sector trip for a given week, regardless of completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides information about the sector trips for a given week that have enforcement or other issues. One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their ACE status calculations on a daily basis if either of the two thresholds specified in 14.1 below are reached in the current FY. These reports are cumulative in nature from the start of the fishing year until the current reporting week and are adjusted retroactively as data becomes available or issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which should be used to report all data quality issues to the appropriate people for research and correction process.

**14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting due date for the sector manager’s weekly report will be increased to daily when either 80% of any of the sector’s ACEs is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger will have been reached and sector reporting will be changed to daily. The Sector Manager, or a

1 designated representative, will notify NMFS immediately, email, or mail if this, or an agreed  
2 upon alternative threshold has been met that triggers daily reporting.

3  
4 An alternative threshold for increasing reporting frequency may be implemented during FY  
5 2012 if agreed upon by the sector and NMFS.

6 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager will include  
7 any enforcement or reporting compliance issues, including violations of Operations Plan  
8 (excluding those sections identified as administrative provisions); regulations; or general  
9 problems with monitoring or sectors operations in their *Trip Issue Report* which is  
10 submitted to NMFS.  
11

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

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

33 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
34 logbook area information to calculate stock attribution ratios for all applicable species.  
35

36 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
37 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-  
38 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived  
39 based on data collected during that trip and will account for all hauls (observed and unobserved) on  
40 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
41 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard  
42 rates.  
43

44 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's  
45 vessels to a data collection and distribution web portal, an administrative exemption may or may

1 not be required to allow the server to relay catch reports and logbook data on behalf of sector  
2 member vessels.

3  
4 **20. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
5 messaging component of their VMS units. All data necessary for sector ACE management, including  
6 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
7 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
8 requirements that cannot be altered by a sectors operations plan, the Sector's server will be  
9 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
10 requirements in the formats required by the recipients.

11  
12 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
13 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
14 it determines necessary for its operations.

15  
16 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
17 Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall maintain the LOA  
18 on-board at all times while fishing for groundfish, as well as a copy of the Sector Agreement and  
19 Harvesting Rules. Furthermore, Members acknowledge that the Vessels must comply with all  
20 applicable Federal regulations not specifically exempted in the LOA.

21  
22 **22. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
23 following Universal Exemptions.

- 24 • Trip limits on allocated stocks
- 25 • Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 26 • All Groundfish DAS restrictions
- 27 • Gulf of Maine Rolling Closures, except for:
  - 28 ○ April – Blocks 124, 125, 132, 133
  - 29 ○ May – Blocks 132, 133, 138, 138,139,140
  - 30 ○ June – Blocks 139, 140, 145, 146, 147, 152
  - 31 ○ *Unless authorized as a sector specific exemption.*

32  
33 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of  
34 this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in  
35 order to utilize these Sector Specific Exemptions:

- 36 **22.1** 6.5 inch (16.5 cm) codend minimum mesh size requirement for trawl gear utilizing a codend  
37 mesh size of 6.0 inch (15.2 cm) or greater by vessels on a targeted redfish trip when either  
38 a NEFOP or ASM is present.
- 39 **22.2** 20 Day Spawning Block.
- 40 **22.3** Length and horsepower restrictions of the DAS leasing program.
- 41 **22.4** Gear Requirements in US/CA Management Area.
- 42 **22.5** Requirement to maintain VMS powered while at dock.
- 43 **22.6** Requirement to declare intent to fish in the Eastern U.S./Canada SAP and CA II Yellowtail  
44 Flounder/Haddock SAP prior to leaving the dock.

1 **23. AT SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-sea-  
 2 monitoring program for FY2012. In the event, the Sector chooses to increase at-sea coverage  
 3 beyond that which is funded and managed by NMFS, the sector will secure a service arrangement  
 4 with one or more of the certified ASM vendors and assume all costs and responsibilities associated  
 5 with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the  
 6 NMFS-funded level will be provided pursuant to an independent contract between the Sector and a  
 7 NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip  
 8 selection coordinated through NMFS, will be conducted in the same manner with the same  
 9 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this  
 10 additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or  
 11 the NMFS-funded at-sea monitoring program.

12 **24. DOCKSIDE MONITORING PROGRAM:** In the event DSM is funded by NMFS, the sector will modify  
 13 its operations plan in accordance with applicable NMFS Dockside Monitoring Standards as codified  
 14 in 50 CFR 648.7(b)(1)(v)(B), as well as any internal needs that the Sector deems necessary.  
 15 Additionally, the Sector will contract one or more providers from the list that has been approved by  
 16 NMFS to provide dockside monitoring and notify NMFS of its selection.

17 **24.1** In the event DSM is funded, the Sector will utilize the following exemptions that were  
 18 reapproved in FY 2012.

19 **24.1. 1** Dockside monitoring requirements for vessels fishing west of 72-30’.

20 **24.1. 2** DSM requirements for monkfish trips in the monkfish southern fishery management  
 21 area.

22 **25. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized  
 23 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same  
 24 locations.  
 25

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: New Bedford	Massachusetts, Provincetown, Nantucket, Gloucester. Maine: Portland Rhode Island: Point Judith, Newport

26  
 27 **26. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for  
 28 variance from the landing ports listed. If for reasons beyond a vessel operators control such as  
 29 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
 30 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
 31 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the  
 32 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor

1 protocol, they must notify their Manager of when and where they had to seek safe harbor within 6  
2 hours of this entering the port.

3  
4 **27. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and  
5 acknowledge that the following provisions have been interpreted by NMFS as applicable to all  
6 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize  
7 these universal interpretations within their sector management and operations:

8 **27.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
9 (between members) within the guidelines and procedures contained in the FMP and as  
10 amended by Amendment 16. The Sector would accept any future relief in the length and  
11 horsepower constraints of the program that may be authorized by the RA in the future.

12 **27.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
13 (DAS) outside of the Sector are authorized under this provision to do so, only with  
14 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
15 DAS leasing would not be exempted from existing length and horsepower constraints as  
16 currently contained in applicable regulations.

17 **27.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
18 requirements. Sector vessels shall continue using paper VTRs for FY 2012, as required by  
19 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and  
20 submission of required VTR reports have been authorized by the Regional Administrator  
21 using a phased implementation process. The Sector and its Members may utilize e-VTR in  
22 accordance with the phased implementation process.

23 **27.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
24 Assessment for all sectors seeking authorization for Fishing Year 2011, and that NMFS  
25 communication has stated that if an exemption is approved for one Sector, all other  
26 authorized Sectors can be similarly approved for that specific exemption based on the  
27 terms and conditions of the originally requesting sector. In light of this understanding,  
28 NEFS IX will request authorization for such exemptions it deems beneficial for its  
29 operations, prior to the publication of the final authorizing rule.

30

1

**EXHIBIT D**

<b>NEFS IX Penalty Schedule</b>			
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</b>			
<b>VIOLATION</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
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 <b>or</b> up to \$5000.00	Written Warning <b>and</b> up to \$7,500.00.	Written Warning <b>and</b> up to \$10,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS</b>			
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 <b>or</b> up to \$10,000.00	Written Warning <b>and</b> \$10,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS</b>			
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 <b>or</b> up to \$20,000.00	Written Warning <b>and</b> \$20,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> expulsion.
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
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 <b>and</b> up to \$50,000.00 <b>or</b> stop fishing order.	Stop fishing order <b>or</b> Expulsion.	Expulsion.

2

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4

1 **Administrative Provisions Addendum:**

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

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 to the  
16 Sector managers ability to impose and utilize legal means to recover Liquated damages as  
17 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
18 may apply.

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

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are enforceable and  
26 therefore not considered administrative under this section.

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

- 1 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 2 17. Sector Membership Fees.
- 3 18. Binding Arbitration.
- 4 19. No Collective Marketing.
- 5 20. Amendment and Incorporation by Reference.

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 12. CATCH REPORTS:
- 13 16. DATA RECONCILIATION:
- 14 19. ADMINISTRATIVE EXEMPTION:
- 15 20. DATA MANAGEMENT:
- 16 23. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring
- 17 coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring
- 18 will be administrative, except in those specific situations where NMFS enforcement would apply.
- 19 24. DOCKSIDE MONITORING PROGRAM: In the event that DSM is funded by NMFS the Sector will
- 20 modify its operations plan and this addendum accordingly to reflect those provisions of DSM that are
- 21 administrative in nature.
- 22 26: SAFE HARBOR PROTOCOL:
- 23 27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 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.

INFORMATIONAL ADDENDUM

Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Stephanie Rafael-DeMello	Manager	Day-to-Day Sector Operations	nbsector9@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
Stephanie Rafael-DeMello	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	nbsector@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue	jackie_odell@yahoo.com	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
Stephanie Rafael-DeMello	Manager	Sector Specific Research	nbsector9@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740
Stephanie Rafael-DeMello	Manager	Sector Specific Outreach	nbsector9@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740



INFORMATIONAL ADDENDUM

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Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com	(978) 491-1838	85 Eastern Ave. Suite 104	Gloucester	MA	01930
Stephanie Rafael-DeMello	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	nbsector@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue	jackie_odell@yahoo.com	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
Stephanie Rafael-DeMello	Manager	Sector Specific Research	nbsector9@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740
Stephanie Rafael-DeMello	Manager	Sector Specific Outreach	nbsector9@gmail.com	508.990.2800	350 South Front Street	New Bedford	MA	02740

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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 Operator's 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Lady Patricia Doc/Reg # 581831

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.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Lady Patricia Inc.

Name of Authorized Representative (print):

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:

A circular notary seal is stamped, partially overlapping a handwritten signature in cursive that reads "Qui Retum".

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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1. Member has carefully reviewed the NEFS IX Sector Operations Plan and Agreement dated effective as of December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

New Freedom Fishing Corp.

Name of Authorized Representative (print):

Lars Vinjerrød II

Title: owner

List all permits including those listed in 4.

Permit Number: 330781 MRI 1325

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





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

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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1. Member has carefully reviewed the NEFS IX Sector Operations Plan and Agreement dated effective as of December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Alcar Fishing Corp.

Name of Authorized Representative (print):

Carlos Alberto

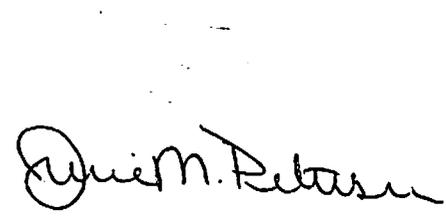
Title: Owner / Treasurer

List all permits including those listed in 4.

Permit Number: 150370 MRI 986

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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: President

List all permits including those listed in 4.

Permit Number: 410190 MRI 2371

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Edith M. B. B. B.

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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:

Edith McKin

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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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*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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 Jr.

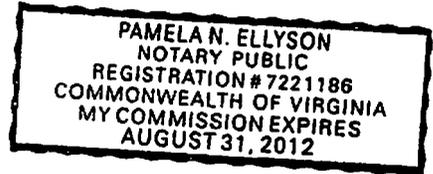
Title: President

List all permits including those listed in 4.

Permit Number: 410129 MRI 969

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



*Pamela N Ellyson*

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

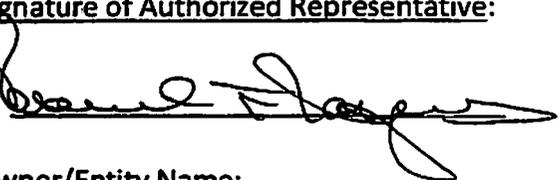
*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x.



Owner/Entity Name:

Marques Fishing Corp.

Name of Authorized Representative (print):

Manuel F. Marques

Title: President

List all permits including those listed in 4.

Permit Number: 330379 MRI 823

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



MY COMMISSION EXPIRES 1/14/2016

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of Nov., 2011, 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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: 151115 MRI 900

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

**The Commonwealth of Massachusetts**  
On this 28 day of NOVEMBER, 2011  
before me, the undersigned notary public, personally appeared  
Antonio Pereira  
present 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. Cottrill  
Notary Public  
My Commission Expires August 1, 2013

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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:

*Edith M. [Signature]*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Antonio Oliveira

Owner/Entity Name:

Oliveira + Silva Fishing Co.

Name of Authorized Representative (print):

Antonio Oliveira

Title: President

List all permits including those listed in 4.

Permit Number: 150933 MRI 731

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

**The Commonwealth of Massachusetts**  
On this 25 day of Nov, 2011  
before me, the undersigned notary public, personally appeared  
Antonio Oliveira, who being duly sworn, depose and  
proved to me through satisfactory evidence that he is 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.  
Cheryl A. Correia  
CHERYL A. CORREIA, Notary Public  
My Commission Expires August 9, 2013

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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>Neves</u>	Doc/Reg #	<u>570715</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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

João A. Dos Santos  
Owner/Entity Name:

Neves + Son 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 732

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
João M. Petersen

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Luso 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 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

List all permits including those listed in 4.

Permit Number: 410126 MRI 967

Owner/Entity Name:

Carai Fishing Corp.

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

Carlos Alberto

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: Owner / Treasurer

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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:**

Quinn M. Peterson

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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

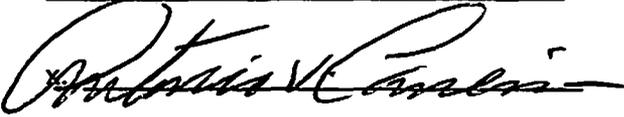
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:



Owner/Entity Name:

Braga Fishing Co.

Name of Authorized Representative (print):

Antonio V. Caneira

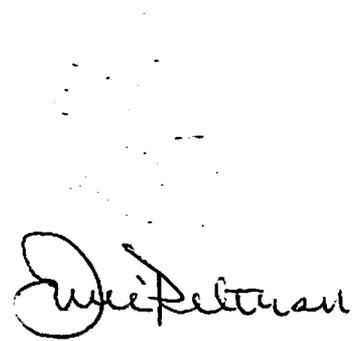
Title: President

List all permits including those listed in 4.

Permit Number: 330138 MRI 712

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Keith Laudeman*

Owner/Entity Name:

Keith Laudeman

Name of Authorized Representative (print):

Keith Laudeman

Title: Owner

List all permits including those listed in 4.

Permit Number: 147595 MRI 546

Permit Number: 250968 MRI \_\_\_\_\_

Permit Number: 320662 MRI \_\_\_\_\_

Permit Number: 330783 MRI \_\_\_\_\_

Permit Number: 410232 MRI \_\_\_\_\_

Permit Number: 410201 MRI \_\_\_\_\_

Permit Number 1170 NJ Summer Flounder  
Permit Number 1031 NJ Summer Flounder  
Permit Number 1030 NJ Summer Flounder  
Permit Number 1029 NJ Summer Flounder  
Permit Number 1111 NJ Summer Flounder

Permit Number 377077 NC Fluke  
Permit Number 357707 NC Fluke  
Permit Number 358754 NC Fluke  
Permit Number 362905 NC Fluke

Permit Number 92 Va Black Sea Bass  
Permit Number 108 Va Black Sea Bass  
Permit Number 87 Va Black Sea Bass

Permit Number G489 Va Summer Flounder  
Permit Number 56 Va Summer Flounder  
Permit Number 90 Va Summer Flounder  
Permit Number 20 Va Summer Flounder

*Clara Burkhardt*

CLARA BURKHARDT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1/17/2015



NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

2011, 1901 1, 2,

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Cave Fishing Corp.

Name of Authorized Representative (print):

Lars Vinjerred II

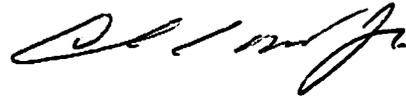
Title: Owner

List all permits including those listed in 4.

Permit Number: 410418 MRI 1081

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





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

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

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:





NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Cowboy Doc/Reg # 602436  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

James Legh  
2012 ATDC  
-----  
Vice

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

R + P Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 150842 MRI 702

Permit Number: 150830 MRI 847

Permit Number: 150895 MRI 736

Permit Number: 150790 MRI 762

Permit Number: 410335 MRI 1088

Permit Number: 150829 MRI 1125

Notary Public:



*James M. Legh*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Ilha do Cano 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

C + V Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410104 MRI 964

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Quinn Peterson*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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>BULL DOG</u>	Doc/Reg #	<u>937040</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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

B + D Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

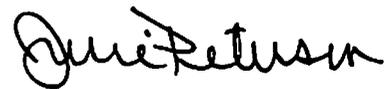
Title: President

List all permits including those listed in 4.

Permit Number: 410471 MRI 1154

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Hera Doc/Reg # 954600  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

P + S Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410501 MRI 1026

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



*Quinn M. Peterson*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 # 1122823  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Athena Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410604 MRI 1029

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Quinn. Petrus*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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<sup>I</sup> 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Vila Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410590 MRI 700

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quinn. Retuen

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Tyler N Neach Doc/Reg # 930728  
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.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

S<sup>T</sup>S Fishing LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410444 MRI 1143

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

S<sup>T</sup>S Fishing LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 320375 MRI 608

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quintan

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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>Apollio</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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Apollo Fishing LLC

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410275 MRI 1063

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



Quinn. Pettun

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Triumph Doc/Reg # 596397  
Fishing Vessel Name Resolve Doc/Reg # 410161  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Tyler Fishing LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

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:

  
Qui m. Retano

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 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

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.

*Continued on next page*

I have signed  
II

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Olivia Rafaela Fishing LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330583 MRI 907

Permit Number: 330236 MRI 760

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quinn Peterson

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Iiha Brava Doc/Reg # 971262  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

C<sup>T</sup>C Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410561 MRI 754

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quinn Peterson

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 My Way Doc/Reg # 603431  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Brava Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330309 MRI 791

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quinn Petersen

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

C<sup>r</sup>D Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 320311 MRI 711

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
*Quim. Retusom*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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>Drake</u>	Doc/Reg #	<u>618310</u>
Fishing Vessel Name	<u>Edward Moore</u>	Doc/Reg #	<u>597172</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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Rafaelia LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 410246 MRI 2295

Permit Number: 410194 MRI 1007

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quem. Petrus

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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>Sasha Lee</u>	Doc/Reg #	<u>909149</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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Sasha Lee Inc.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330795 MRI 800

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quim. Petrus

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Southern Crusader II Doc/Reg # 1038917  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Joao Carlos Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330904 MRI 856

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



*Quinn M. Peterson*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

P + R Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330557 MRI 897

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Quim. Retuer*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov., 2011, 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

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Beira LITENS

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

F+C Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

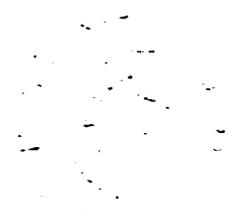
List all permits including those listed in 4.

Permit Number: 150108 MRI 1041

Permit Number: 150372 MRI 2182

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quim. F. Torres

NORTHEAST FISHERY SECTOR IX  
FY 2012 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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*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

C + R Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330168 MRI 729

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Quim M. Retun*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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3. Member acknowledges that; NEFS IX has adopted February 28, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Bay Evils Inc.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 215016 MRI 770

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
*Quinn Tetson*

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

AJ Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 330386 MRI 828

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*[Faint notary seal]*  
Quem. Petrus

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

LeeAnne + Noah Fisheries LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 320244 MRI 579

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Duron T

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

AJ + C Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: 320611 MRI 644

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
Quinn Feltner

NORTHEAST FISHERY SECTOR IX  
FY 2012 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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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 Destiny Doc/Reg # 1031278  
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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

C \* B Fishing Corp.

Name of Authorized Representative (print):

Carlos Rafael

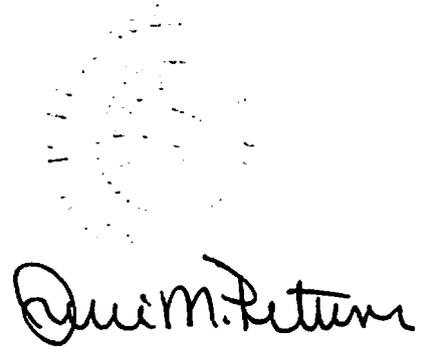
Title: President

List all permits including those listed in 4.

Permit Number: 330764 MRI 845

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



A circular notary seal is stamped, partially overlapping a handwritten signature in cursive that reads "Quinn P. Patten".

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

Orion Venture LLC.

Name of Authorized Representative (print):

Carlos Rafael

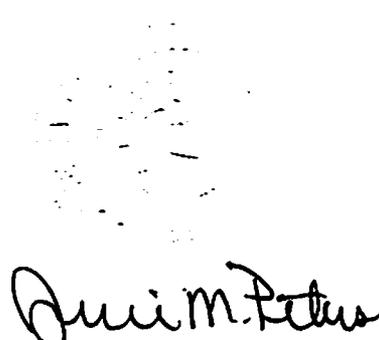
Title: President

List all permits including those listed in 4.

Permit Number: 410220 MRI 1017

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



Quinn M. Petrus

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011. (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Laura 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 \_\_\_\_\_

Notary Public:

SUBSCRIBED AND SWORN  
BEFORE ME THIS 29<sup>th</sup> DAY  
OF Nov., 2011

*Herbert Jansen*

HERBERT JANSSEN  
Notary Public, State of New York  
No. 01JA4682189, Suffolk County  
Commission Expires June 30, 2015

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26<sup>th</sup> day of Mar. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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

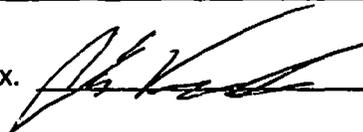
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

S\* K Labstering LLC

Name of Authorized Representative (print):

Lars Vinjerred II

Title: owner

List all permits including those listed in 4.

Permit Number: 310523 MRI 535

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





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

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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

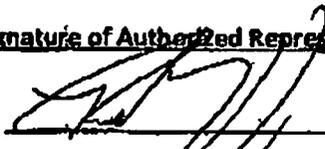
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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: President

List all permits including those listed in 4.

Permit Number: 330303 MRI 789

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

NORTHEAST FISHERY SECTOR IX
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16th day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

[x] 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.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x 

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:

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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

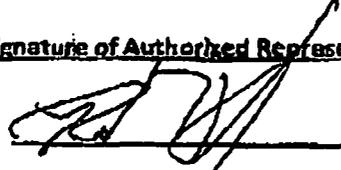
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

F/V Susan Marie Inc.

Name of Authorized Representative (print):

Richard Haff

Title: President

List all permits including those listed in 4.

Permit Number: 330535 MRI 887

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Nov. 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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

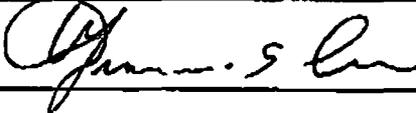
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Long Island Fisheries Corp.

Name of Authorized Representative (print):

Jorge M. Silva

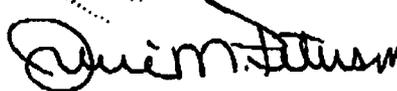
Title: President

List all permits including those listed in 4.

Permit Number: 150090 MRI 961

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

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

**ALCOR FISHING CORP. Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Domestic Profit Corporation:** ALCOR FISHING CORP.

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 262121165

**Date of Organization in Massachusetts:** 02/25/2008

**Current Fiscal Month / Day:** 12 / 31

**The location of its principal office:**

No. and Street: 84 FRONT STREET  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

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

**Name and address of the Registered Agent:**

Name: JOSE CORDEIRO  
 No. and Street: 84 FRONT STREET  
 City or Town: NEW BEDFORD State: MA Zip: 02740 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 ALBERTO	341 BONITO STREET NEW BEDFORD, MA 02744 USA	
TREASURER	KRIS CORDEIRO	37 SUFFOLK DRIVE DARTMOUTH, MA 02747 USA	
SECRETARY	AMY ARAUJO	5 DEANE STREET FAIRHAVEN, MA 02719 USA	
DIRECTOR	CARLOS ALBERTO	341 BONITO STREET NEW BEDFORD, MA 02744 USA	
DIRECTOR	KRIS CORDEIRO	37 SUFFOLK DRIVE	

DARTMOUTH, MA 02747 USA

DIRECTOR AMY ARAUJO

5 DEANE STREET  
FAIRHAVEN, MA 02719 USA

DIRECTOR JOSE CORDEIRO

10 RED MAPLE RUN  
N. DARTMOUTH, MA 02747 USA

**business entity stock is publicly traded:**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	20,000	\$0.00	200

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
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender

View Filings

New Search

**Comments**



**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

**OLIVIA & RAFAELA FISHING, LLC Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Domestic Limited Liability Company (LLC):** OLIVIA & RAFAELA FISHING, LLC

**Entity Type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 743213514

**Old Federal Employer Identification Number (Old FEIN):** 000950683

**Date of Organization in Massachusetts:** 05/02/2007

**The location of its principal office:**

No. and Street: 84 FRONT ST.  
 City or Town: NEW BEDFORD State: MA Zip: 02740 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: CARLOS RAFAEL  
 No. and Street: 84 FRONT ST.  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

**The name and business address of each manager:**

Title	Individual Name	Address (no PO Box)
MANAGER	CARLOS RAFAEL	84 FRONT ST. NEW BEDFORD, MA 02740 USA

**The name and business address of the person in addition to the manager, who is authorized to execute documents to be filed with the Corporations Division.**

Title	Individual Name	Address (no PO Box)

**The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property**

**Title**

**Individual Name**

**Address** (no PO Box)

REAL PROPERTY

First, Middle, Last, Suffix

CARLOS RAFAEL

Address, City or Town, State, Zip Code

84 FRONT ST.  
NEW BEDFORD, MA 02740 USA

Consent

Manufacturer

Confidential Data

Does Not Require Annual Report

Partnership

Resident Agent

For Profit

Merger Allowed

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

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Cancellation

View Filings

New Search

**Comments**





**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

**PREDATOR FISHERIES, INC. Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Domestic Profit Corporation:** PREDATOR FISHERIES, INC.

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 043255615

**Old Federal Employer Identification Number (Old FEIN):** 000485562

**Date of Organization in Massachusetts:** 01/01/1995

**Current Fiscal Month / Day:** 12 / 31

**Previous Fiscal Month / Day:** 00 / 00

**The location of its principal office:**

No. and Street: 113 MACARTHUR DR.  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

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

**Name and address of the Registered Agent:**

Name: ANTONIO M PACHECO  
 No. and Street: 113 MACARTHUR DRIVE  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

**The officers and all of the directors of the corporation:**

Title	Individual Name	Address (no PO Box)	Expiration of Term
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
PRESIDENT	ANTONIO M PACHECO	6 BOXWOOD LANE NO DARTMOUTH, MA 02747 USA	
TREASURER	ANTONIO M PACHECO	6 BOXWOOD LANE NO DARTMOUTH, MA 02747 USA	
SECRETARY	ANTONIO M PACHECO	6 BOXWOOD LANE NO DARTMOUTH, MA 02747 USA	
DIRECTOR	ANTONIO M PACHECO	6 BOXWOOD LANE NO DARTMOUTH, MA 02747 USA	

**business entity stock is publicly traded:**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	<i>Num of Shares</i>
CNP	\$0.00000	100	\$0.00	100

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

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

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender

**Comments**

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of April, 2011, 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 December 1, 2011 (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, 2012 as the final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2012 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.

*Continued on next page*

NORTHEAST FISHERY SECTOR IX  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Carlos Rafael*

Owner/Entity Name:

C. Rafael LLC.

Name of Authorized Representative (print):

Carlos Rafael

Title: President

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 1016

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



Joaquim M. Petersen

U.S. DEPARTMENT OF  
HOMELAND SECURITY  
U.S. COAST GUARD  
CG-1340 (REV. 06/04)

### BILL OF SALE PURSUANT TO COURT ORDER

THIS SECTION FOR COAST GUARD USE ONLY

1. VESSEL NAME

**F/V HUNTRESS I**

2. OFFICIAL NUMBER  
OR HULL ID NUMBER

**608248**

3. NAME(S) AND ADDRESS(ES) OF SELLERS

**David Remington, U.S. Marshal  
U.S. Marshals Service  
District of Rhode Island  
2 Exchange Terrace  
Providence, Rhode Island 02903**

**VESSEL SOLD PURSUANT TO ORDER OF INTERLOCUTORY SALE  
ISSUED BY U.S. DISTRICT COURT, DISTRICT OF RHODE ISLAND  
(COPY OF ORDER ATTACHED)**

RECORDED:

BOOK: PAGE:

PORT (IF NOT FILING PORT)

DOCUMENTATION OFFICER

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH:

**C. Rafael LLC  
84 Front Street  
New Bedford, MA 02740**

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED) 100 %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP

- JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
- TENANCY BY THE ENTIRETIES
- COMMUNITY PROPERTY
- OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED: **Six Hundred Fifty Thousand Dollars (\$650,000.00)**

(ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

6. BY VIRTUE OF THE AFORESAID COURT ORDER, A COPY OF WHICH IS ATTACHED HERETO, I DO HEREBY GRANT, BARGAIN, AND SELL THE VESSEL DESCRIBED HEREIN, TOGETHER WITH ITS TACKLE, APPAREL, AND FURNITURE TO THE BUYER NAMED ABOVE.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

8. DATE SIGNED

**January 19, 2012**

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

**David Remington  
United States Marshal**

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS)

ON **January 19, 2012**

(DATE)

ABOVE ACKNOWLEDGED EXECUTION OF  
IN THEIR STATED CAPACITY(IES) FOR  
CONTAINED

THE [REDACTED] IN SECTION 9

STATE: **Rhode Island**

COUNTY: **Providence**

NOTARY PUBLIC  
MY COMMISSION EXPIRES

**My Commission Expires  
January 13, 2013**



**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

**Previous Fiscal Month / Day:** 12 / 31

**The location of its principal office in Massachusetts:**

No. and Street: 350 SOUTH FRONT STREET  
 City or Town: NEW BEDFORD State: MA Zip: 02740 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
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	Until successor is elected and qualified

NEW BEDFORD, MA 02740 USA

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

Consent

Manufacturer

Confidential Data

Does Not Require Annual Report

Partnership

Resident Agent

For Profit

Merger Allowed

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

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- Articles of Amendment
- Articles of Consolidation - Foreign and Domestic
- Articles of Consolidation - Domestic and Domestic

View Filings

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**Comments**

