high as 1700 Mpa and ultimate tensile strengths as high as 1750 Mpa after aging, with elongation percentages of 3 percent or less in 50 mm. It is generally provided in thicknesses between 0.635 and 0.787 mm, and in widths of 25.4 mm. This product is most commonly used in the manufacture of television tubes and is currently available under proprietary trade names such as ''Durphynox 17.''[5]

Certain stainless steel foil for automotive catalytic converters is also excluded from the scope of this order. This stainless steel strip in coils is a specialty foil with a thickness of between 20 and 110 microns used to produce a metallic substrate with a honeycomb structure for use in automotive catalytic converters. The steel contains, by weight, carbon of no more than 0.030 percent, silicon of no more than 1.0 percent, manganese of no more than 1.0 percent, chromium of between 19 and 22 percent, aluminum of no less than 5.0 percent, phosphorus of no more than 0.045 percent, sulfur of no more than 0.03 percent, lanthanum of between 0.002 and 0.05 percent, and total rare earth elements of more than 0.06 percent, with the balance iron.

Permanent magnet iron-chromium-cobalt alloy stainless strip is also excluded from the scope of this order. This ductile stainless steel strip contains, by weight, 26 to 30 percent chromium, and 7 to 10 percent cobalt, with the remainder of iron, in widths 228.6 mm or less, and a thickness between 0.127 and 1.270 mm. It exhibits magnetic remanence between 9,000 and 12,000 gauss, and a coercivity of between 50 and 300 oersteds. This product is most commonly used in electronic sensors and is currently available under proprietary trade names such as ''Arnokrome III.''[3]

Respondents alleged that the Department made three ministerial errors in calculating the final *ad valorem* rate. Respondents alleged that the Department: (1) applied the wrong benchmark interest rate for certain countervailable loans received by INI and Sammi; (2) incorrectly applied the formula for calculating the number of days for which interest was payable on several of Sammi's interest payments; and (3) inadvertently misplaced aclosing parenthesis in the formula for calculating a benchmark interest rate for uncreditworthy companies, which resulted in the calculation of an incorrect discount rate when calculating the benefit to Sammi from POSCO's purchase of Sammi's Changwon bar and pipe facility.

We agree with respondent that the first two allegations were ministerial in nature, and we have recalculated the benefits under those programs using the corrected data. However, the Department disagrees with respondents' third allegation. Rather, the Department finds that its placement of the closing parenthesis in the formula was correct and that the calculation of the discount rate was also correct. Therefore, we are not making any adjustments to the calculations for this program. *See* the February 10, 2004, memorandum to Jeffrey A. May, Acting Assistant Secretary for Import Administration, from Holly A. Kuga, Acting Deputy Assistant Secretary for AD/CVD Enforcement II. The public version of this memorandum is on file in the Central Records Unit (CRU), room B-099 of the Main Commerce Building.

As a result of our corrections, for the period January 1, 2001, through December 31, 2001, the estimated net countervailable subsidy rate attributable to INI/Sammi decreased from 0.55 percent *ad valorem* to 0.54 percent *ad valorem*.

The Department will instruct U.S. Customs and Border Protection (CBP) to assess countervailing duties on all appropriate entries on or after January 1, 2001, and on or before December 31, 2001. The Department will issue liquidation instructions directly to the CBP. The amended cash deposit requirements are effective for all shipments from INI/Sammi of the subject merchandise entered, or withdrawn from warehouse, for consumption on or after the date of publication of this notice and shall remain in effect until publication of the final results of the next administrative review.

These amended final results are issued and published in accordance with sections 706(a) and 705 of the Act and 19 CFR 351.211 and 351.224.

Dated: February 10, 2004.

Jeffrey A. May,

Acting Assistant Secretary for Import Administration.

[FR Doc. 04–3389 Filed 2–13–04; 8:45 am]

BILLING CODE 3510–DS–S

[5]specialty steel product used in the manufacture of suspension assemblies for computer disk drives. Suspension foil is described as 302/304 grade or 202 grade stainless steel of a thickness between 14 and 127 microns, with a thickness tolerance of plus-or-minus 2.01 microns, and surface glossiness of 200 to 700 percent Gs. Suspension foil must be supplied in coil widths of not more than 407 mm, and with a mass of 225 kg or less. Roll marks may only be visible on one side, with no scratches of measurable depth. The material must exhibit residual stresses of 2 mm maximum deflection, and flatness of 1.6 mm over 685 mm length.

[3] ''ArnokromCountervailing Duty Administrative Review: Stainless Steel Sheet and Strip in Coils from the Republic of Korea, 69 FR 2113 (January 14, 2004) (*Final Results*).

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

[I.D. 032801B]

Magnuson-Stevens Act Provisions; Fishing Capacity Reduction Program; Crab Species Covered by the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs

AGENCY: National Marine Fisheries Service, National Oceanic and Atmospheric Administration, Commerce.

ACTION: Notice of invitation to bid.

SUMMARY: The National Marine Fisheries Service issues this notice to inform persons whom it invites to bid in the fishing capacity reduction program for the crab species covered by the Fishery Management Plan for Bering Sea/Aleutian Islands king and tanner crabs.

ADDRESSES: Direct any questions about this notice to Michael L. Grable, Chief, Financial Services Division, National Marine Fisheries Service, 1315 East-West Highway, Silver Spring, MD 20910–3282.

Any person who wants to contact the National Marine Fisheries Service's Restricted Access Management Program (which issues crab species licenses) may do so at: Restricted Access Management Program, National Marine Fisheries Service, P.O. Box 21668, Juneau, AK 99802–1668.

FOR FURTHER INFORMATION CONTACT: Michael L. Grable, (301) 713–2390.

SUPPLEMENTARY INFORMATION: Section 144(d) of Division B of Public Law 106–554, as amended, authorized this fishing capacity reduction program (program). The program's objective is reducing harvesting capacity in the Bering Sea/Aleutian Islands crab fishery. This will help financially stabilize this limited-entry fishery and manage its fish.

The National Marine Fisheries Service (we) published proposed program regulations on December 12, 2002 (67 FR 76329). We published final program regulations on December 12, 2003 (68 FR 69331 *et seq.*). We published a notice of qualifying bidders and voters on December 22, 2003 (68 FR 71082).

Interested persons should carefully review these documents for full details about the program. Interested persons may obtain the documents from Michael L. Grable (see **ADDRESSES**). The documents are also posted on our Alaska Regional Office's website at *http://www.fakr.noaa.gov/sustainablefisheries/crab/faq.htm*.

The final program regulations require us to publish this notice.

This is a voluntary program. In exchange for reduction payments, accepted bidders will permanently relinquish their fishing licenses and their fishing vessels' catch histories and fishing privileges.

The program's maximum cost cannot exceed $100 million. A 30–year loan will finance 100 percent of whatever the cost turns out to be. Future crab landing fees will repay the loan.

We attach, as addendum 1, a facsimile of the invitation to bid (invitation) which we will use to invite bids from persons on our list of qualifying bidders. We also attach, as addendum 2, a facsimile of the bidding form and terms of capacity reduction agreement (reduction contract) which qualifying bidders will use to make bid offers. These addenda state all other applicable bid submission requirements and procedures. All bidders must bid in strict accordance with the invitation and reduction contract. We may reject any bids which do not.

Bidding will open on March 5, 2004. Bidding will close on April 23, 2004. Bidders should not bid before bidding opens. We will not accept bids which our Financial Services Division in Silver Spring, MD, first receives after bidding closes.

After publishing this notification but before bidding opens, we will mail a bidding package to each person then on, and at the address in, our qualifying bidder list. We will mail the bidding packages not later than February 27, 2004. Each bidding package will contain the invitation and the reduction contract, as well as questions and answers about bidding and other program details. We will reject any bid a bidder submits on any form other than the bidding form portion of the reduction contract in the bidding package which we send to the bidder.

Before mailing bidding packages, we will update our qualifying bidders list to include all intervening changes in the Restricted Access Management (RAM) Program's crab license database (upon which our list is based).

Bidders who first become qualifying bidders after we send our bidding packages may request a bidding package by contacting Michael L. Grable (see **ADDRESSES**).

After receiving bidding packages and bidding opens, qualifying bidders (along with co-bidders where appropriate) who wish to bid must submit their irrevocable bid offers to our Silver Spring, MD, Financial Services Division in time for that Division to have received them before bidding closes.

We will score each bid amount against the dollar value of the bidder's documented crab harvests during the bid scoring period. We will get each bidder's documented crab harvest data directly from the State of Alaska, and no bidder need attempt to include any crab harvest data in its bid. We will, in a reverse auction, then accept each bid whose amount is the lowest percentage of the bidder's ex-vessel revenues until either the $100 million is fully committed or no other responsive bid remains to be accepted. Bid acceptances create reduction contracts between the United States and the bidders.

Next, we will conduct a referendum about the crab landing fees required to repay the potential reduction loan. We will mail a voting package to each person then on, and at the address in, our qualifying voter list. This will include a detailed synopsis of accepted bids (e.g., capacities reduced, reduction costs, and prospective loan repayment fees) by area/species endorsement categories. It will also include a ballot as well as questions and answers about voting and other program details.

Reduction contracts will become inoperable unless at least two thirds of the referendum votes cast approve the landing fee.

If the referendum is successful, we will then mail a bid acceptance notice to each accepted bidder. This will be the bidder's first advice that we accepted its bid. The notice will also state that a successful referendum fulfilled the one condition to reduction contract performance.

We will also publish a 30–day reduction payment tender notice in the **Federal Register**. Afterwards, we will tender reduction payments to accepted bidders and complete the program.

Any bid whose bidder we have not previously notified of the bid's acceptance or rejection will, in any event, expire on September 17, 2004. We will, however, have notified all bidders well before this date.

If the referendum is unsuccessful, we will consider whether circumstances warrant issuing another invitation.

Our notice of qualifying bidders and voters included only one license holder name and mailing address for each crab license listed. We note that some crab licenses are co-held by more than one person, corporation, or partnership. Where this is the case, our notice included only the co-holder, and its mailing address, whom the RAM Program's crab license database inferred as the designated contact for the other co-holders.

Nevertheless, all co-holders must sign each bid involving a co-held license. Even if a qualifying bidder's crab license is co-held, we will mail the bidding package only to the designated contact co-holder at the address specified in our notice. We will, however, notify the other co-holders that we have done so. Each designated contact co-holder will be responsible to ensure that all co-holders sign the bid as the qualifying bidder. We will reject any bid involving a co-held license unless all co-holders sign the bid as the qualifying bidder.

Do not confuse the terms ''co-holder'' and ''co-owner'' with the term ''co-bidder''. Co-bidders are involved only when a bid's reduction/privilege vessel is owned by someone other than the qualifying bidder who holds the crab license included in the bid as the crab reduction permit. In each bid involving a co-bidder, the crab license holder or co-holders must sign the bid as the qualifying bidder and the reduction/privilege vessel owner or co-owners must sign the bid as a co-bidder. Like qualifying bidders who are co-owned, co-bidders who are co-owned must also have all co-owners sign the bid.

Authority: 5 U.S.C. 561, 16 U.S.C. 1801 *et seq.*, 16 U.S.C. 1861a(b) through (e), 46 App. U.S.C. 1279f and 1279g, section 144(d) of Division B of Pub. L. 106–554, section 2201 of Pub. L. 107–20, and section 205 of Pub. L. 107–117.

[The addenda will not be codified in the Code of Federal Regulations]

BILLING CODE 3510–22–S

ADDENDUM 1

INVITATION TO BID: FISHING CAPACITY REDUCTION PROGRAM FOR THE CRAB SPECIES COVERED BY THE FISHERY MANAGEMENT PLAN FOR BERING SEA / ALEUTIAN ISLANDS KING AND TANNER CRABS

I. Invitation:

The United States of America, acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Financial Services Division (herein referenced as "NMFS") hereby extends to qualifying bidders this invitation to bid (herein referenced as the "Bid Invitation") in the fishing capacity reduction program (herein referenced as the "Program") for the crab species covered by the fishery management plan for Bering Sea/Aleutian Islands king and tanner crabs

II. Definitions:

When used in the Bid Invitation and in the document entitled "FISHING CAPACITY REDUCTION PROGRAM BID AND TERMS OF AGREEMENT FOR CAPACITY REDUCTION: BERING SEA AND ALEUTIAN ISLANDS KING AND TANNER CRABS" (herein referenced as the "Reduction Contract"), the following terms have the same meaning as in 50 CFR § 600.1018, published on December 12, 2003, at 68 FR 69331-69342 (herein referenced as the "Final Rule"):

(a) Acceptance,

(b) Bid,

(c) Bid amount,

(d) Bidder,

(e) Bid crab,

(f) Bid score,

(g) Co-bidder,

(h) Crab,

(i) Crab license,

(j) Crab reduction permit,

(k) Non-crab reduction permit,

(l) Qualifying bidder,

(m) Reduction fishing interest,

(n) Reduction fishing privilege,

(o) Reduction/history vessel,

(p) Reduction/privilege vessel,

(q) Referendum, and

(r) Replacement vessel.

III. Governing Laws and Regulations:

§ 144 of Pub. Law 106-554, § 2201 of Pub. Law 107-20, and § 205 of Pub. Law 107-117 specifically authorize the Program. 16 U.S.C. §1861a (b)-(e) authorizes fishing capacity reduction programs in general. The Final Rule specifically governs the Program. 50 CFR §600.1000 et seq. are framework regulations governing fishing capacity reduction programs in general.

The Program, the Bid Invitation, and the Reduction Contract are subject to the laws and regulations this section III cites.

Prospective bidders should read these law and regulations, particularly the Final Rule which governs the Program's specific procedures and requirements.

IV. Bidder:

Each bid must have a qualifying bidder.

If the bid's reduction/history vessel is the same vessel as the bid's reduction/privilege vessel and the qualifying bidder is the owner of record of the reduction/privilege vessel, the qualifying bidder must bid alone.

If the bid's reduction/history vessel is not the same vessel as the bid's reduction/privilege vessel but the qualifying bidder is the owner of record of both vessels, the qualifying bidder must also bid alone.

If the bid's reduction/history vessel is not the same vessel as the bid's

reduction/privilege vessel and the qualifying bidder is not the reduction/privilege vessel's owner of record, the reduction/privilege vessel's owner of record is the co-bidder and must bid together with the qualifying bidder.

If the qualifying bidder or a co-bidder is co-owned by different persons or other legal entities, each of the qualifying bidder's co-owners must sign the bid on behalf of the qualifying bidder and each of the co-bidder's co-owners must sign the bid on behalf of the co-bidder.

V. Bidding Period:

Bidding opens on March 5, 2004, and closes on April 23, 2004.

Bidders may not submit bids before bidding opens on March 5, 2004.

Bidders must submit bids sufficiently before bidding closes on April 23, 2004, for NMFS (at the address specified in Bid Invitation section VI) to have marked its receipt of the bids no later than 5:00 P.M., Eastern Standard Time, on April 23, 2004.

In the event of a Washington, DC, area emergency affecting U.S. mail or other deliveries to NMFS, NMFS will, in its sole discretion, make such accommodation of late bids as NMFS deems reasonably appropriate to the emergency's timing and nature and the degree of bid lateness.

VI. Bid Delivery:

Bidders must deliver bids to the following NMFS address:

Michael L. Grable
Chief, Financial Services Division
National Marine Fisheries Service
National Oceanic and Atmospheric Administration
Room 13100
1315 East-West Highway
Silver Spring, MD 20910

Bidders may deliver bids only by: U.S. mail, express or other delivery service, or personal delivery. NMFS assumes no risk of bid non-delivery or late delivery.

Bids delivered to NMFS must be original bids with original bidder signatures.

VII. Bid Completion:

No bid may be made on any form other than the one (herein referenced as the "Bid Form") entitled "Fishing Capacity Reduction Bid Submission Form" and provided as

Reduction Contract section 50.

No bidder should complete any Bid Form other than the one in the bidding package which NMFS will, before the date on which bidding opens, mail to each qualifying bidder then on NMFS' list of qualifying bidders.

Each bidding package will contain the Reduction Contract with the qualifying bidder's Bid Form, as well as detailed questions and answers about completing the Bid Form and the bidding process in general.

Bidders may not alter, revise, or in any other way attempt to change the Reduction Contract terms and conditions. The Reduction Contract terms and conditions are non-negotiable, and NMFS will reject as non-responsive any bid which attempts to change them.

As otherwise specified in, and exactly in accordance with, the Reduction Contract, each bidder must complete the Bid Form by:

(a) Inserting, in the place provided at section 50.II.(a), the qualifying bidder's name(s) and the co-bidder's name(s) (if the bid requires a co-bidder),

(b) Inserting, in the place provided at section 50.II.(b), each bidder's address of record,

(c) Inserting, in the place provided at section 50.II.(c), each bidder's telephone number,

(d) Inserting, in the place provided at section 50.II.(d), each bidder's electronic mail address (if the bidder has one),

(e) Inserting, in the place provided at section 50.III, the bid's crab reduction permit number and including a photocopy of the permit,

(f) Inserting, in the place provided at section 50.IV, the bid's non-crab reduction permit number(s) (if the bid requires a non-crab reduction permit(s)) and the fishery(s) involved and including a photocopy of the permit(s),

(g) Inserting, in the place provided at section 50.V, the requested fishing history information for the bid's crab reduction permit and non-crab reduction permit(s),

(h) Inserting, in the place provided at section 50.VI, the official name and official number of the bid's reduction/privilege vessel and including a photocopy of the vessel's certificate of documentation,

(i) Inserting, in the place provided at section 50.VII, a bid amount, and

(j) Signing, in the place provided at section 50.VIII, the Reduction Contract and having a notary acknowledge and certify each signature.

VIII. Bid Submission And Effect:

After completing the Bid Forms, bidders must submit the full Reduction Contracts to NMFS. This includes the completed Bid Form together with the remainder of the Reduction Contract preceding the Bid Form. Each Bid Form is subject to the Reduction Contract's full terms and conditions.

Delivering a Reduction Contract with a completed Bid Form to NMFS constitutes bid submission.

NMFS will deem each bid to have been submitted as of the receipt time and date which NMFS marks on each bid which NMFS receives at the address specified in Bid Invitation section VI.

Each bid submitted to NMFS constitutes the bidder's irrevocable offer to NMFS in accordance with the Reduction Contract's terms and conditions.

Once each bidder initiates bid delivery, NMFS will neither intercept the bid and return it to the bidder nor comply with the bidder's request either to regard the bidder as not having submitted the bid or to return the bid unsubmitted to the bidder. Once a bidder submits its bid, NMFS will either accept the bid or reject the bid.

No bidder should initiate delivery of its bid unless the bidder then fully intends to make an irrevocable bid offer to NMFS.

NMFS will regard as non-responsive each bid which a Bidder does not complete, submit, and deliver fully in accordance with the Bid Invitation and the Reduction Contract. Although NMFS has no obligation to do so, NMFS nevertheless may, in its sole discretion, contact any bidder in an attempt to remedy any bid deficiency which NMFS deems reasonably capable of remedy.

Any bidder's submission of a bid containing false information may subject the bidder to the substantial penalties provided in the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §1801, et seq., and other applicable law.

Bidders are solely responsible for being aware of and understanding bidding's full legal effect. Before bidding, NMFS strongly suggests that bidders review with their legal advisers the governing law and regulations, the Bid Invitation, and the Reduction Contract. Bidders' failure to do so does not, however, affect the irrevocable nature of their bids.

IX. After Bid Submission:

After bidding closes, NMFS will, in the manner which the Final Rule provides:

(a) Score bids;

(b) Accept or reject bids (but not, at this point, advise bidders);

(c) Conduct a referendum; and

(d) If the referendum is successful:

(1) Advise bidders of the referendum's results,

(2) Advise each bidder whether NMFS accepted or rejected its bid, and

(3) Complete the Program by:

(i) Publishing a reduction payment tender notice in the Federal Register,

(ii) Tendering reduction payment to accepted bidders,

(iii) Revoking, restricting, withdrawing, invalidating, or extinguishing by other means (as the case may be) each element of the reduction fishing interest,

(iv) Disbursing reduction payments in accordance with accepted bidders' written payment instructions, and

(v) Instituting, for post-reduction fish sellers and fish buyers in the reduction fishery, reduction loan fee payment and collection; or

(e) If the referendum is unsuccessful,

(1) Cease further Program activity, or

(2) Issue a new Bid Invitation and repeat the Program process following an invitation to bid.

All bid scoring, rejections, and acceptances constitute final agency action at the time NMFS scores, rejects, and accepts.

After bidding, bidders must continue to be the owners, holders, or retainers (as the case may be) of record of each element of the reduction fishing interests in their bids unless or until:

(a) If the post-bidding referendum is unsuccessful, NMFS notifies the bidders that the referendum was unsuccessful, in which case no bidder need continue in this capacity;

(b) If the post-bidding referendum is successful, NMFS notifies rejected bidders that NMFS has rejected their bids, in which case no rejected bidder need continue in this capacity but each accepted bidder must continue in this capacity until NMFS revokes, restricts, withdraws, invalidates, or extinguishes by other means each element of the reduction fishing interest; or

(c) The irrevocable bid offers expire before either (a) or (b) occurs, in which case no bidder need continue in this capacity.

When, following a successful referendum, NMFS notifies each accepted bidder of NMFS' previous acceptance of the bidder's irrevocable bid offer, the Reduction Contract is then unconditional and all Reduction Contract parties must fulfill their Reduction Contract obligations.

When NMFS tenders reduction payment to each accepted bidder, all fishing with respect to each element of the accepted bidder's reduction fishing interest must forever cease and each accepted bidder must immediately retrieve all fishing gear, whether or not the accepted bidder owns such gear, which anyone previously deployed from the accepted bidder's reduction/privilege vessel.

Each bid will expire on September 17, 2004, unless NMFS has before such date notified the bidder in writing at the bidder's address of record that NMFS accepted the bidder's bid.

ADDENDUM 2

(OMB Control No. 0648-0376, Expiring 07/31/05)

FISHING CAPACITY REDUCTION PROGRAM BID AND TERMS OF AGREEMENT FOR CAPACITY REDUCTION: BERING SEA AND ALEUTIAN ISLANDS KING AND TANNER CRABS

THIS AGREEMENT, is entered into by and between the party or parties named in the portion of this document (herein referenced as the "Reduction Contract") entitled, "Fishing Capacity Reduction Bid Submission Form" (otherwise herein referenced as the "Bid Form"), as the qualifying bidder and as the co-bidder (if there is a co-bidder) (herein collectively referenced as the "Bidder") and the United States of America, acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Financial Services Division (herein referenced as "NMFS"). The Reduction Contract is effective when NMFS signs the Reduction Contract and, thereby, accepts the Bidder's offer.

WITNESSETH:

Whereas, NMFS has sent an Invitation to Bid (herein referenced as the "Bid Invitation") for the Fishing Capacity Reduction Program (herein referenced as the "Program") to qualifying bidders holding non-interim crab license limitation program licenses for one or more reduction endorsement fisheries and issued under the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs;

Whereas, NMFS implements the Program pursuant to § 144 of Pub. Law 106-554; § 2201 of Pub. Law 107-20; § 205 of Pub. Law 107-117; as well as 16 U.S.C. §1861a (b)-(e) and other applicable law;

Whereas, in accordance with such authority, NMFS published a final Program rule (50 CFR § 600.1018) in the Federal Register (68 FR 69331-69342) (hereinafter referenced as the "Final Rule");

Whereas, NMFS has promulgated framework regulations generally applicable to all fishing capacity reduction programs, portions of which are applicable to the Program, (50 CFR §600.1000 et seq.);

Whereas, the term "Reduction Fishery" is statutorily defined for the Program;

Whereas, NMFS can complete the Program only after a referendum approves an industry fee system for the Reduction Fishery;

Whereas, in direct response to the Bid invitation, the Bidder completes the Bid Form, the Bidder submits the Bid Form to NMFS, and the Bid Form is expressly subject to the requirements of: the Reduction Contract terms and conditions, the Bid Invitation, the Final Rule, the framework regulations, and applicable law; and

Whereas, the Program's express objective is to permanently reduce harvesting capacity in the Reduction Fishery.

NOW, THEREFORE, for good and valuable consideration and the premises and covenants hereinafter set forth, the receipt and sufficiency of which the parties to the Reduction Contract hereby acknowledge, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. Incorporation of Final Rule. The Final Rule is expressly incorporated herein by this reference. In the event of conflicting language, the rule takes precedence over the Reduction Contract.

3. Bid Invitation. The Bid Invitation requirements are expressly incorporated herein by this reference.

4. Bid Form. By completing the Bid Form and submitting the Reduction Contract of which the Bid Form is a part to NMFS in the manner the Bid Invitation requires, the Bidder hereby irrevocably offers to relinquish its reduction fishing interest and comply with all provisions of the Final Rule. If NMFS discovers any deficiencies in the Bidder's submission to NMFS, NMFS may, at its sole discretion, contact the Bidder in an attempt to correct such bid deficiency.

5. Crab Reduction Permit. In the Bid Form, the Bidder specifies, as a crab reduction permit, a valid non-interim crab license for one or more reduction endorsement fisheries and issued under the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs. The Bidder expressely acknowledges that it hereby offers to permanently surrender, relinquish, and have NMFS permanently revoke this crab reduction permit as well as any present or future claims of eligibility for any fishery privilege based upon the crab reduction permit.

6. Non-crab Reduction Permit(s). In the Bid Form, the Bidder specifies, as a non-crab reduction permit(s), any and all Federal permit(s), license(s), area and species endorsement(s), harvest authorization(s), or fishery privilege(s) for which the qualifying bidder was the holder of record on December 12, 2003, and which NMFS issued based on the fishing history of the Bidder's reduction/history vessel. The Bidder represents and warrants that the Bid Form includes every

such permit for which the qualifying bidder was the holder of record on December 12, 2003. The Bidder hereby acknowleges that it offers to permanently surrender, relinquish, and have NMFS permanently revoke the non-crab reduction permit(s), as well as any present or future claims of eligibility for any fishery privilege based upon the non-crab reduction permit(s).

7. Reduction Permit(s) Held by Qualifying Bidder. The Bidder represents and warrants that the qualifying bidder is the holder of record, according to NMFS' official fishing license records, at the time of bidding of the crab reduction permit and non-crab reduction pemit(s) which the Bidder specifies in the Bid Form.

8. Reduction/privilege Vessel. In the Bid Form, the Bidder specifies, as the reduction/privilege vessel, the vessel which was on December 12, 2003, designated on the crab reduction permit which the bidder also specifies in the Bid Form. The Bidder represents and warrants that the reduction/privilege vessel is neither lost nor destroyed at the time of bidding and that either the qualifying bidder or the co-bidder (if there is a co-bidder) is the vessel's owner of record, according to the National Vessel Documentation Center's official vessel documentation records, at the time of bidding.

9. Reduction Fishing Privilege. If the reduction/privilege vessel which the Bidder specifies in the Bid Form is Federally documented, the Bidder offers to relinquish and surrender the reduction/privilege vessel's reduction fishing privilege and consents to the imposition of Federal vessel documentation restrictions that have the effect of permanently revoking the reduction/privilege vessel's legal ability to fish anywhere in the world as well as its legal ability to operate under foreign registry or control--including the reduction/privilege vessel's: fisheries trade endorsement under 46 U.S.C. §12108; eligibility for the approval required under section 9(c)(2) of the Shipping Act, 1916 (46 U.S.C. App. §808(c)(2)), for the placement of a vessel under foreign flag or registry, as well as its operation under the authority of a foreign country; and the privilege otherwise to ever fish again anywhere in the world. If the reduction/privilege vessel specified in the Bid Form is not a Federally documented vessel, the Bidder offers to promptly scrap the vessel and allow NMFS whatever access to the scrapping NMFS deems reasonably necessary to document and confirm the scrapping.

10. Retention of Reduction Fishing History. The Bidder expressly states, declares, affirms, attests, represents, and warrants to NMFS that the Bidder retains, and is fully and legally entitled to offer and dispose of hereunder, full and complete rights to the reduction/history vessel's full and complete reduction fishing history necessary to fully and completely comply with the requirements of section 11 hereof.

11. Reduction Fishing History. The Bidder surrenders, relinquishes, and consents to NMFS' permanent revocation of the following reduction fishing history:

I. Reduction vessels same. If the reduction/privilege vessel the Bidder specifies in the Bid Form is the same vessel as the qualifying bidder's reduction/history vessel and the qualifying bidder is bidding alone without a co-bidder, the reduction fishing history is:

(a) The reduction/history vessel's full and complete documented harvest of crab,

(b) The reduction/history vessel's full and complete documented harvest of the non-crab species involved in the non-crab reduction permit(s) of which the qualifying bidder was the holder of record on December 12, 2003, and

(c) For any documented harvest of the reduction/history vessel, other than and in addition to that specified in this (a) and (b) of this subsection I, the qualifying bidder's right or privilege to make any claim in any way related to any fishery privilege derived in whole or in part from any such other and additional documented harvest which could ever qualify the qualifying bidder for any future limited access system fishing license, permit, and other harvest authorization of any kind; but without prejudice to any party unrelated to the qualifying bidder who before December 12, 2003, may have for value independently acquired the fishing history involving any such other and additional documented harvest; and

II. Reduction vessels different. If the reduction/privilege vessel the Bidder specifies in the Bid Form is not the same vessel as the qualifying bidder's reduction/history vessel and regardless of whether the qualifying bidder is bidding alone or jointly with a co-bidder, the reduction fishing history is:

(a) The reduction/history vessel's full and complete documented harvest of crab,

(b) The reduction/history vessel's full and complete documented harvest of the non-crab species involved in the non-crab reduction permit(s) of which the qualifying bidder was the holder of record on December 12, 2003,

(c) For any documented harvest of the reduction/history vessel, other than and in addition to that specified in (a) and (b) of this subjection II, the qualifying bidder's right or privilege to make any claim in any way related to any fishery privilege derived in whole or in part from any such other and additional documented harvest which could ever qualify the qualifying bidder for any future limited access system fishing license, permit, and other harvest authorization of any kind; but without prejudice to any party unrelated to the qualifying bidder who before December 12, 2003, may have for value independently acquired the fishing history involving any such other and additional documented harvest, and

(d) The reduction/privilege vessel's full and complete documented harvest of crab during the period in which either the reduction/privilege vessel was the

vessel designated on the crab reduction permit or the crab reduction permit was otherwise used to authorize the reduction privilege/vessel's harvesting of crab.

12. Bid Amount. In the Bid Form, the Bidder specifies a bid amount in U.S. dollars. NMFS' payment to the bidder of a reduction payment in the exact amount of the bid amount is full and complete consideration for the Bidder's offer.

13. Additional Bid Form Elements. The bidder shall include with its bid an exact photocopy of the bid's reduction/privilege vessel's official vessel documentation or registration (i.e., the certificate of documentation the U.S. Coast Guard's National Vessel Documentation Center issues for Federally documented vessels or the registration a State issues for State registered vessels) and an exact photocopy of the bid's crab reduction permit and non-crab reduction permit(s), The Bidder shall also include with the bid all other information the Bid Form requires and otherwise comply with all other Bid Form requirements.

14. Use of Official Fishing License or Permit Databases. The Bidder expressly acknowledges that NMFS shall use the appropriate, offical, governmental fishing license or permit database to: determine the Bidder's address of record, verify the Bidder's qualification to bid, determine the holder of record of the bid's crab reduction permit and non-crab reduction permit(s), and verify the Bidder's inclusion in the bid of all such reduction permits associated with the reduction/history vessel and required to be offered in the bid.

15. Use of National Vessel Documentation Center Database. The Bidder expressly acknowledges that NMFS shall use the records of the National Vessel Documentation Center to determine the owner of record for a Federally documented reduction/privilege vessel and the appropriate State records to determine the owner of record of a non-Federally documented reduction/privilege vessel.

16. Bidder to Ensure Accurate Records. The Bidder shall, to the best of its ability, ensure that the records of the databases relevant to sections 14 and 15 hereof are true, accurate, and complete.

17. Bid Submissions Are Irrevocable. The parties hereto expressly acknowledge as the essence hereof that the Bidder voluntarily submits to NMFS this firm and irrevocable bid offer. The Bidder expressly acknowledges that it hereby waives any privilege or right to withdraw, change, modify, alter, rescind, or cancel any portion of its bid and that the receipt date and time which NMFS marks on the bid constitutes the date and time of the bid's submission.

18. Bidder Retains Bid Elements. After submitting a bid, the Bidder shall continue to hold, own, or retain unimpaired every aspect of the reduction fishing interest specified in the Reduction Contract until such time as: NMFS rejects the bid,

NMFS notifies the bidder that the referendum was unsuccessful, NMFS tenders the reduction payment and the Bidder complies with its obligations under the Reduction Contract, NMFS otherwise excuses the Bidder's performance, or the bid expires without NMFS first having notified the Bidder in writing that NMFS accepted the bid.

19. Bid Rejection. NMFS shall reject a bid which NMFS deems is in any way unresponsive or not in conformance with the Bid Invitation, the Reduction Contract, and the applicable law or regulations unless the Bidder corrects the defect and NMFS, in its sole discretion, accepts the correction.

20. Notarized Bidder Signature(s) Required. NMFS shall deem as nonresponsive and reject a bid whose Bid Form does not contain the notarized signatures of all persons required to sign the Bid Form on behalf of the Bidder.

21. Bid Rejections Constitute Final Agency Action. NMFS's bid rejections are conclusive and constitute final agency action as of the rejection date.

22. Effect of Bid Submission. Submitting a bid constituting an irrevocable offer and conforming to the requirements stated in the Bid Invitation and herein entitles the Bidder to have NMFS consider accepting the bid.

23. Acceptance by Reverse Auction. In accordance with applicable requirements, such as those stated in the the Bid Invitation, the Reduction Contract, the Final Rule and other regulations, and the applicable law, NMFS shall accept bids using a reverse auction. If the referendum is successful, NMFS shall formally notify the Bidder in writing whether NMFS accepted or rejected the bid.

24. Reduction Contract Formed. The Bidder expressly acknowledges that NMFS' formal acceptance of the bid forms a binding Reduction Contract in accordance with the terms and conditions herein, including the Bid Invitation requirements which are incorporated herein by reference exactly as if they had been fully and exactly stated herein.

25. Reduction Contract Binding. Upon NMFS' bid acceptance notice, the Reduction Contract becomes enforceable against, and binding on, the Reduction Contract parties. The parties shall abide by the Reduction Contract terms and conditions unless NMFS provides the Bidder with written notice that an unsuccessful referendum excuses the Bidder's and NMFS' performance.

26. Reduction Contract Subject to Federal Law. The Reduction Contract is subject to Federal law.

27. Notice to Creditors. Upon NMFS' bid acceptance notice to the Bidder, the Bidder agrees to notify all parties with secured interests in the reduction/privilege vessel,

the crab reduction permit, and the non-crab reduction permit(s) that the Bidder has entered into the Reduction Contract.

28. Referendum. The Bidder acknowledges that referendum approval of the industry fee system is an occurrence over which NMFS has no control.

29. Referendum Results. After holding a referendum, NMFS shall inform the Bidder in writing of the referendum's results and whether NMFS had accepted or rejected the Bidder's bid.

30. Unsuccessful Referendum Excuses Performance. An unsuccessful referendum excuses all parties hereto from every obligation to perform under the Reduction Contract. In such event, NMFS need not tender reduction payment and the Bidder need not surrender and relinquish or allow the revocation or restriction of any element of the reduction fishing interest specified in the Bid Form. An unsuccessful referendum shall cause the Reduction Contract to have no further force or effect.

31. Bidder Responsibilities upon Successful Referendum. Upon NMFS' notifiying the Bidder that the referendum was successful and that NMFS had accepted the Bidder's bid, the Bidder shall immediately become ready to surrender and relinquish and allow the revocation or restriction of (as NMFS deems appropriate) the: crab reduction permit, non-crab reduction permit(s), reduction fishing privilege, and reduction fishing history.

32. Written Payment Instructions. After a successful referendum, NMFS shall tender reduction payment by requesting the Bidder to provide to NMFS, and the Bidder shall subsequently so provide, written payment instructions for NMFS' disbursement of the reduction payment to the Bidder or to the Bidder's order.

33. Request for Written Payment Instructions Constitutes Tender. NMFS' request to the Bidder for written payment instructions constitutes reduction payment tender, as specified in 50 C.F.R. 600.1011.

34. Bidder Responsibilities upon Tender. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall immediately surrender and relinquish and allow the revocation or restriction of (as NMFS deems appropriate) its: crab reduction permit, non-crab reduction permit(s), reduction fishing privilege, and reduction fishing history. The Bidder must then return the originals of its crab reduction permit and non-crab reduction permit(s) to NMFS. Concurrently with NMFS' reduction payment tender, the Bidder shall forever cease all fishing for any species with the reduction/privilege vessel and immediately retrieve all fishing gear, irrespective of ownership, previously deployed from the reduction/privilege vessel.

35. Reduction/privilege Vessel Lacking Federal Documentation. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall immediately scrap any vessel which the Bidder specified as a reduction/privilege vessel and which is documented solely under state law or otherwise lacks documentation under Federal law. The Bidder shall scrap such vessel at the Bidder's expense. The Bidder shall allow NMFS, its agents, or its appointees reasonable opportunity to observe and confirm such scrapping. The Bidder shall conclude such scrapping within a reasonable time.

36. Future Harvest Privilege and Reduction Fishing History Extinguished. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall surrender and relinquish and consent to the revocation, restriction, withdrawal, invalidation, or extinguishment by other means (as NMFS deems appropriate), of any claim in any way related to any fishing privilege derived, in whole or in part, from the use or holdership of the crab reduction permit and the non-crab reduction permit(s), from the use or ownership of the reduction/history vessel and the reduction/privilege vessel (subject to, and in accordance with, however, the provisions of section 11 hereof), and from any documented harvest fishing history arising under or associated with the same which could ever qualify the Bidder for any future limited access fishing license, fishing permit, and other harvest authorization of any kind.

37. Post Tender Use of Federally Documented Reduction Vessel. After NMFS' reduction payment tender to the Bidder, the Bidder may continue to use a Federally documented reduction/privilege vessel for any lawful purpose except fishing and may transfer--subject to all restrictions in the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law--the vessel to a new owner. The Bidder or any subsequent owner shall only operate the reduction/privilege vessel under the United States flag and shall not operate such vessel under the authority of a foreign country. In the event the Bidder fails to abide by such restrictions, the Bidder expressly acknowledges and hereby agrees to allow NMFS to pursue any and all remedies available to it, including, but not limited to, recovering the reduction payment and seizing the reduction/privilege vessel and scrapping it at the Bidder's expense.

38. NMFS' Actions upon Tender. Contemporaneously with NMFS' reduction payment tender to the Bidder, and without regard to the Bidder's refusal or failure to perform any of its Reduction Contract duties and obligations, NMFS shall: permanently revoke the Bidder's crab reduction permit and non-crab reduction permit(s); notify the National Vessel Documentation Center to permanently revoke the reduction/privilege vessel's fishery trade endorsement; notify the U.S. Maritime Administration to make the reduction/privilege vessel permanently ineligible for the approval of requests to place the vessel under foreign registry or operate the vessel under a foreign country's authority; record in the appropriate NMFS records that the reduction fishing history represented by any documented harvest fishing history accrued on, under, or as a result of the reduction/history vessel and the

reduction/privilege vessel (subject to, and in accordance with, however, the provisions of section 11 hereof), the crab reduction permit, and the non-crab reduction permit(s) which could ever qualify the Bidder for any future limited access fishing license, fishing permit, or other harvesting privilege of any kind shall never again be available to anyone for any fisheries purpose; and implement any other restrictions the applicable law or regulations impose.

39. Material Disputes to be Identified. Members of the public shall, up until NMFS receives the Bidder's written payment instructions, be able to advise NMFS in writing of any material dispute with regard to any aspect of any accepted bid. Such a material dispute shall neither relieve the Bidder of any Reduction Contract duties or obligations nor affect NMFS' right to enforce performance of the Reduction Contract terms and conditions.

40. Reduction Payment Disbursement. Once NMFS receives the Bidder's written payment instructions and certification of compliance with the Reduction Contract, NMFS shall as soon as practicable disburse the reduction payment to the Bidder. Reduction payment disbursement shall be in strict accordance with the Bidder's written payment instructions. Unless the Bidder's written payment instructions direct NMFS to the contrary, NMFS shall disburse the whole of the reduction payment to the Bidder. If the qualifying bidder bids with a co-bidder, both the qualifying bidder and the co-bidder must approve and sign the written payment instructions.

41. Reduction Payment Withheld for Scrapping or for Other Reasons. In the event that a reduction/privilege vessel which is not under Federal documentation must be scrapped, NMFS shall withhold from reduction payment disbursement an amount sufficient to scrap such vessel. NMFS shall withhold such sum until the vessel is completely scrapped. NMFS may confirm, if NMFS so chooses, that the vessel has been scrapped before disbursing any amount withheld. If NMFS has reason to believe the Bidder has failed to comply with any of the Reduction Contract terms and conditions, NMFS shall also withhold reduction payment disbursement until such time as the Bidder performs in accordance with the Reduction Contract terms and conditions.

42. Bidder Assistance with Restriction. The Bidder shall, upon NMFS' request, furnish such additional documents, undertakings, assurances, or take such other actions as may be reasonably required to enable NMFS' revocation, restriction, invalidation, withdrawal, or extinguishment by other means (as NMFS deems appropriate) of all components of the bid's reduction fishing interest in accordance with the requirments of the Bid Invitation, the Reduction Contract terms and conditions, the Final Rule, other applicable regulations, and the applicable law.

43. Recordation of Restrictions. Upon the reduction fishing privilege's revocation, the Bidder shall do everything reasonably necessary to ensure that such revocation is

recorded on the reduction/privilege vessel's Federal documentation (which the National Vessel Documentation Center maintains in accordance with Federal maritime law and regulations) in such manner as is acceptable to NMFS and as shall prevent the reduction/privilege vessel, regardless of its subsequent ownership, from ever again being eligible for a fishery trade endorsement or ever again fishing. The term "fishing" includes the full range of activities defined in 16 U.S.C. §1802.

44. Reduction Element Omission. In the event NMFS accepts the bid and the Bidder has failed, for any reason, to specify in the Bid Form any crab reduction permit, non-crab reduction permit(s), reduction/privilege vessel, reduction fishing history, or any other element of the reduction fishing interest which the Bidder should under the Bid Invitation, the Reduction Contract, the Final rule, other applicable regulations, and the applicable law have specified in the Bid Form, such omitted element shall nevertheless be deemed to be included in the Bid Form and to be subject to the Reduction Contract's terms and conditions; and all Reduction Contract terms and conditions which should have applied to such omitted element had it not be omitted shall apply as if such element had not been omitted. Upon the Bidder discovering any such omission, the Bidder shall immediately and fully advise NMFS of such omission. Upon either NMFS or the Bidder discovering any such omission, the Bidder shall act in accordance with the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.

45. Remedy for Breach. Because money damages are not a sufficient remedy for the Bidder breaching any one or more of the Reduction Contract terms and conditions, the Bidder explicitly agrees to and hereby authorizes specific performance of the Reduction Contract, in addition to any money damages, as a remedy for such breach. In the event of such breach, NMFS shall take any reasonable action, including requiring and enforcing specific performance of the Reduction Contract, NMFS deems necessary to carry out the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.

46. Waiver of Data Confidentiality. The Bidder consents to the public release of any information provided in connection with the Reduction Contract or pursuant to Program requirements, including any information provided in the Bid Form or by any other means associated with, or necessary for evaluation of, the Bidder's bid if NMFS finds that the release of such information is necessary to achieve the Program's authorized purpose. The Bidder hereby explicitly waives any claim of confidentiality otherwise afforded to financial, catch, or harvest data, as well as trade secrets, fishing histories, or other personal information, otherwise protected from release under 16 U.S.C. §1881a(b) or any other law. In the event of such information release, the Bidder hereby forever fully and unconditionally releases and holds harmless the United States and its officers, agents, employees, representatives, of and from any and all claims, demands, debts, damages, duties,

causes of action, actions and suits whatsoever, in law or equity, on account of any act, failure to act, or event arising from, out of, or in any way related to, the release of any information associated with the Program.

47. Oral Agreements Invalid. The Bid Invitation and Reduction Contract contain the final terms and conditions of the Reduction Contract between the Bidder and NMFS and represent the entire and exclusive agreement between them. NMFS and the Bidder forever waive all right to sue, or otherwise counterclaim against each other, based on any claim of past, present, or future oral agreement between them.

48. Severable Provisions. The Reduction Contract provisions are severable; and, in the event any portion ot the Reduction Contract is held to be void, invalid, non-binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against the Bidder and NMFS.

49. Disputes. Any and all disputes involving the Bid Invitation, the Reduction Contract, and any other Program aspect affecting them shall in all respects be governed by the Federal laws of the United States; and the Bidder and all other parties claiming under the Bidder irrevocably submit themselves to the jurisdiction of the Federal courts of the United States and/or to any other Federal administrative body which the applicable law authorizes to adjudicate such disputes.

50. Fishing Capacity Reduction Bid Submission Form.

I. Completion and submission. The Bidder must fully, faithfully, and accurately complete the Bid Form in this section 50 and thereafter submit the full and complete Reduction Contract to NMFS in accordance with the Bid Invitation and the Reduction Contract. If completing the Bid Form requires inserting more information than the Bid Form places provided for the insertion of such information provides, the Bidder should attach an addendum to the Bid Form which: includes and identifies the additional information, states that the addendum is a part of the Bid Form portion of the Reduction Contract, states (as a means of identifying the Reduction Contract to which the addendum relates) the NMFS license number designated on the Bid Form's crab reduction permit, and is signed by all persons who signed the Bid Form as the Bidder.

II. Bidder information.

(a) Bidder name(s). Insert in the place this subsection II.(a) provides the name(s) of the qualifying bidder and of the co-bidder (if there is a co-bidder), and check the appropriate column row for each name listed.

Each name the Bidder inserts must be the full and exact legal name of

record of each person, partnership, or corporation bidding. If any reduction fishing interest element is co-owned by more than one person, partnership, or corporation, the Bidder must insert each co-owner's name.

In each case, the qualifying bidder is the holder of record, at the time of bidding, of the crab reduction permit and the non-crab reduction permit(s). A co-bidder is not allowed for either the crab reduction permit or the non-crab reduction permit(s). If the qualifying bidder is also the owner or record, at the time of bidding, of the reduction/privilege vessel, the qualifying bidder is the sole Bidder. If, however, the owner of record, at the time of bidding, of the reduction/privilege vessel is not exactly the same as the qualifying bidder, then the diffferent owner of record is the co-bidder; and the qualifying bidder and the co-bidder jointly bid together as the Bidder.

BIDDER NAME(S) **If qualifying bidder or co-bidder consists of more than one owner, use one row of this column to name each co-owner. If not, use only one row for qualifying bidder and one row for any co-bidder.**	**Check appropriate column below for each name listed in 1st column**	
	Qualifying bidder	**Co-Bidder (if any)**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

(b) Bidder address(s) of record. Insert in the place provided in this subsedtion II.(b) the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact address(s) of record, and check the appropriate column row for each address listed.

BIDDER ADDRESS(S) **If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for address of each co-owner. If not, use only one row for qualifying bidder and one row for any co-bidder.** ***Always use same row order as in Bidder name table in section 50.II.(a) above (i.e., address (1) is for name (1), address (2) is for name (2), address (3) is for name (3), etc.)***	**Check appropriate column below for each address listed in 1st column**	
	Qualifying bidder	**Co-Bidder (if any)**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

[Rest of page No. 13 intentionally left blank; continue to page No.14]

(c) Bidder business telephone number(s). Insert in the place this subsection II.(c) provides the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact business telephone number(s), and check the appropriate column row for each number listed.

BIDDER TELEPHONE NUMBER(S) **If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for telephone number of each co-owner. If not, use only one row for qualifying bidder and one row for co-bidder (if any).** ***Always use same row order as in Bidder name table in section 50.II.(a) above (i.e., telephone number (1) is for name (1), telepone number (2) is for name (2), telephone number (3) is for name (3), etc.)***	**Check appropriate column below for each number listed in 1st column**	
	Qualifying bidder	**Co-Bidder (if any)**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

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(d) Bidder electronic mail address(s) (if available). Insert in the place this subsection II.(d) provides the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact electronic mail address(s), and check the appropriate column row for each address listed.

BIDDER ELECTRONIC MAIL ADDRESS(S) **If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for e-mail address of each co-owner. If not, use only one row for qualifying bidder and one row for co-bidder (if any).** ***Always use the same row order as in the Bidder name table in section 50.II.(a) above (i.e., e-mail address (1) is for name (1), e-mail address (2) is for name (2), e-mail address (3) is for name (3) etc.)***	**Check appropriate column below for each address listed in 1st column**	
	Qualifying bidder	**Co-Bidder (if any)**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

III. Crab license number for crab reduction permit. Insert in the place this subsection III provides the full and exact license number which NMFS designated on the crab license which the qualifying bidder specifies in the Bid Form as the crab reduction permit. Enclose with the Bid Form an exact photocopy of such license.

LICENSE NUMBER OF CRAB LICENSE SPECIFIED AS BID'S CRAB REDUCTION PERMIT

[Rest of page No. 15 intentionally left blank; continue to page No.16]

IV. License number(s) for non-crab reduction permit(s) (if there is a non-crab reduction permit(s)). Insert in the place this subsection IV provides the fishery(s) involved in, and the full and exact license number(s) which NMFS designated on the license(s) which the qualifying bidder specifies in the Bid Form as the non-crab reduction permit(s). Enclose with the Bid Form an exact photocopy of each such license.

LICENSE NUMBER(S) AND FISHERY(S) OF LICENSE(S) SPECIFIED AS NON-CRAB REDUCTION PERMIT(S)	
License Number(s)	**Fishery(s)**

V. Reduction Fishing History. For all reduction fishing history which the Reduction Contract requires the Bidder to include in the bidder's reduction fishing interest, insert in the place this subsection V provides the chronological and other information which each column heading therein requires. The information required does not include any actual landing data. Any bidder whose crab reduction permit is a crab license whose issuance NMFS based on the crab fishing history of a lost or destroyed vessel plus a replacement vessel must insert information meeting the requirements of Final Rule section 600.1018(i)(2). Any bidder whose crab reduction permit is a crab license whose issuance NMFS in any part based on the crab license holder's acquisition of crab fishing history from another party must insert information meeting the requirements of Final Rule section 600.1018(i)(3).

LICENSE NO. OF EACH CRAB AND EACH NON-CRAB REDUCTION PERMIT IN SECTION 50. III AND 50.IV	FOR EACH PERMIT IN 1ST COLUMN: FROM/TO DATE OF EACH FISHING HISTORY BIDDER POSSESSES	FOR EACH FISHING HISTORY IN 2ND COLUMN	
		If Bidder owned vessel giving rise to fishing history, name(s) and official number(s) of each vessel involved	If Bidder acquired fishing history from another party, name of party, manner in which acquired, and date acquired
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

VI. Reduction/privilege vessel. Insert in the place this subsection VI provides the full and exact official name and official number which the National Vessel Documentation Center designated for the reduction/privilege vessel which the qualifying bidder or the co-bidder (if there is a co-bidder) specifies in the Bid Form, and check the column appropriate for the vessel's ownership of record. Enclose with the Bid Form an exact photocopy of such vessel's official certificate of doumentation.

REDUCTION/PRIVILEGE VESSEL		Check appropriate ownership column below	
Official Name	Official Number	Qualifying bidder	Co-bidder (if any)

VII. Bid Amount. Insert in the place this subsection VII provides the Bidder's full and exact bid amount, both in words and in numbers.

BID AMOUNT (U.S. DOLLARS)	
In words	In numbers

VIII. Reduction Contract signature.

In compliance with the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law, the Bidder submits the Bid Form and the Reduction Contract of which the Bid Form is a part as the Bidder's irrevocable bid offer to NMFS for the permanent surrender and relinquishment and revocation, restriction, withdrawl, invalidation, or extinguishment by other means (as NMFS deems appropriate) of the crab reduction permit, any non-crab reduction permit(s), the reduction/privilege vessel's reduction fishing privilege, and the reduction/history vessel's reduction fishing history--all as identified in the Bid Form and the Reduction Contract or as required under the Final Rule, other applicable regulations, or the applicable law..

The Bidder expressly acknowledges that NMFS' acceptance of the Bidder's bid offer hereunder and NMFS' tender, following a successful referendum, of a reduction payment in the same about as the bid amount specified in subsection VII of this section (less any sum withheld for scrapping any reduction/privilege vessel lacking Federal documentation or for any other purpose) to the Bidder shall, among other things, render the reduction/privilege vessel permanently ineligible for any fishing worldwide, including, but not limited to, fishing on the high seas or in the jurisdiction of any foreign country while operating under United States flag, and shall impose or create other legal and contractual restrictions, impediments,

limitations, obligations, or other provisions which restrict, revoke, withdraw, invalidate, or extinguish by other means (as NMFS deems appropriate) the complete reduction fishing interest and any other fishery privileges or claims associated with the crab reduction permit, any non-crab reduction permit(s), the reduction/history vessel, the reduction/privilege vessel, and the reduction fishing history--all as more fully set forth in the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.

By completing and signing the Bid Form, the Bidder expressly acknowledges that the Bidder has fully and completely read the entire Bid Invitation and Reduction Contract. The Bidder expressly states, declares, affirms, attests, warrants, and represents to NMFS that the Bidder is fully able to enter into the Reduction Contract and that the bidder legally holds, owns, or retains, and is fully able under the Reduction Contract provisions to offer and dispose of, the full reduction fishing interest which the Reduction Contract specifies and the Bid Invitation, the Final Rule, the other applicable regulations, and the applicable law requires. Any person or entity completing the Bid Form and/or signing the Bid Form on behalf of another person or entity, expressly attests, warrants, and represents to NMFS that such completing and/or signing person or entity has the express and written permission or other grant of authority to bind such other person or entity to the Reduction Contract's terms and conditions. The Bidder expressly attests, warrants, and represents to NMFS that every co-owner of the Bidder necessary to constitute the Bidder's full and complete execution of the Reduction Contract has signed the Reduction Contract in the place this subsection VIII provides. The Bidder expressly attests, warrants, and represents to NMFS that the Bidder: fully understands the consequences of submitting the completed Bid Form and the Reduction Contract of which it is a part to NMFS; pledges to abide by the terms and conditions of the Reduction Contract; and is aware of, understands, and consents to, any and all remedies available to NMFS for the Bidder's breach of the Reduction Contract or submission of a bid which fails to conform with the Bid invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law. The Bidder expressly attests, warrants, and represents to NMFS that all information which the Bidder inserted in the Bid Form is true, accurate, complete, and fully in accordance with the Bid Invitation, the Bid Form instructions for such insertions, the Reduction Contract of which the Bid Form is a part, the Final Rule, other applicable regulations, and the applicable law.

IN WITNESS WHEREOF, the Bidder has, in the place this subsection VIII provides, executed the Bid Form (and, accordingly, the Reduction Contract) either as a qualifying bidder bidding alone or as a qualifying bidder and a co-bidder (if there is a co-bidder) jointly bidding together, in accordance with the requirements specified above, and on the date written below. The Reduction Contract is effective as of the date NMFS accepts the Bidder's offer by signing the Reduction Contract.

The qualifying bidder and the co-bidder (if there is a co-bidder) must each sign the Bid Form exactly as instructed herein. Each co-owner (if there is a co-owner) of each qualifying bidder or co-bidder (if there is a co-bidder) must also sign the Bid

Form exactly as instructed herein. A notary public must, for each person or entity signing on behalf of the Bidder, complete and sign the acknowledgement and certification provision associated with each such person or entity's Bid signature.

(a) Qualifying bidder's and co-bidder's (if there is a co-bidder) signature(s) and notary's acknowledgement(s) and certification(s).

BIDDER'S SIGNATURE AND NOTARY'S ACKNOWLEDGEMENT AND CERTIFICATION.

If qualifying bidder or co-bidder consists of more than one owner, use one row of 1st column for each co-owner's signature. If not, use only one row for qualifying bidder and one row for co-bidder (if any).

Always use same Bidder row order as in Bidder name table in section 50.II.(a) above (i.e., signature (1) is for name (1), signature (2) is for name (2), signature (3) is for name (3), etc.)

BIDDER SIGNATURE **(1) Sign. (2) Print: (a) signer's name, (b) signer's title (if signing for corporation or partnership), and (c) signing date.**	**Check appropriate column for each signature in 1st column**		**NOTARY SIGNATURE** **(1) Sign. (2) Print: (a) name, (b) signing date, (3) date commission expires, and (4) state and county. Each notary signature attests to following: *"I certify that I know or have satisfactory evidence that the person who signed in the 1st column of this same row is the person who appeared before me and: (1) acknowledged his/her signature; (2) on oath, stated that he/she was authorized to sign; and (3) acknowledged he/she did so freely and voluntarily."***
	Qualifying bidder	**Co-bidder (if any)**	
(1)			
(2)			

----------CONTINUED, WITH SAME COLUMN HEADINGS, FROM SUBSECTION VIII.(a) TABLE ON PAGE NO. 20--------			
(3)			
(4)			
(5)			
(6)			

(b) United States of America's signature.

United States of America,
Acting by and through the Secretary of Commerce,
National Oceanic and Atmospheric Administration,
National Marine Fisheries Service,
Financial Services Division

By: _____ Dated: _____
Michael L. Grable, Chief
Financial Sevices Division

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Dated: February 10, 2004.

William T. Hogarth,

Assistant Administrator for Fisheries, National Marine Fisheries Service.

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