SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered into as of September 1, 2010 (the "Effective Date"), by and among Northeast Fishery Sector III ("NEFS III") 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 III Northeast Fishery Sector. 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 # 231826 under the distinct ownership of -JAS Fisheries Inc., permit # 220221 under the distinct ownership of Flying Finns Inc., and permit # 230295 under the distinct ownership of Libro Fisheries Inc.

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. Nicolas Brancaleone, will serve as the registered agent for receiving service of process on behalf of the Sector and as Sector Manager.

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 III should be directed accordingly. However, in limited situations, where NMFS has reason to communicate with the Board of Directors of NEFS III, rather than its Manager, or in addition to the Manager, the communication should be in writing and sent in hard copy to all Board members. After the Board has had an opportunity to discuss the issue as needed, a written reply, electronic or by post, will be provided from the President, of NEFS III; with the entire Board being carbon copied on such communication. In the event communication with the Board of NEFS III is necessary, the following link should be utilized to ensure that the communication is directed to the current Board.

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 February 1, 2011 (the "Notification Date"), and on or before succeeding Notification Dates established by the Board for FY 2011 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 other Members on such terms and conditions as the transferor Member and the transferee 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 to any person other than another Sector 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 by not limited to establishment of procedures to implement Right of First Offer (the "ROFO"). Right of First Offer, that is extended in accordance with the terms and conditions established by the Board shall be in favor of first, the Active Members of NEFS III, second, the Active Members of the other Northeast Fishery Sectors, and third other interested parties. 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 (the "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. The Members anticipate their level of participation in other state and federal fisheries for which they are licensed shall remain consistent with previous levels of participation, though preliminary communication with current Sector Members indicates a possibility exists that a limited number of vessels may switch fishing effort into the fisheries listed below. Pursuant to the requirements of Amendment 16, the Sector shall report all Members fishing activity known to it as part of the annual report.

Fishery: Tuna; Gear: Hand gear

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 2010, 70% of the permits which are enrolled in the NEFS III for FY 2011 are attached to vessels actively fishing for NE Multispecies. For FY 2011, the NEFS III has 93 permits currently enrolled. Of those 93 permits, approximately 50% are anticipated to actively fish for NE

multispecies in FY 2011. While these numbers may change, the NEFS III expects that compared to FY 2010 there would be no change from the consolidation that previously occurred within the sector during FY 2010. Currently, the member permits that are not attached to active NE multispecies vessels in FY 2011 are predominantly permits that leased out their harvest share in FY 2010. In few 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 harvest share associated with those permits on the same single hull. Others have multiple hulls and will continue to fish the harvest share on these hulls. While some members have consolidated their operations, for FY2010, new members have joined the NEFS III for FY2011 resulting in little consolidation on the whole.

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 III, Northeast Fishery Sector Inc., of information that 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) listed above submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 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, enforcement 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-exempted 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 July 1, 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. Right of First Refusal, that is extended in accordance with the terms and conditions established by the Board shall be in favor of first, the Active Members, second, the Active Members of the other Northeast Fishery Sectors, and third other interested parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to a person who is not an 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 2011 (May 1, 2011 to April 30, 2012)

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

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

[INSERT TABLE]

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

[INSERT TABLE]

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EXHIBIT B

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

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

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

[INSERT TABLE]

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

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EXHIBIT C

HARVESTING RULES

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

The Members and the Participating Vessels of **III**, **Northeast Fishery Sector Inc,** *agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2011 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS III will fish primarily in the Gulf of Maine, Southern New England and George's Bank.*

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

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

2. QUOTA MANAGEMENT: Sector vessels, the dealers to which they are delivering fish and dockside monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector

targets. Interim and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

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

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

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

6. <u>DAYS AT SEA</u>: Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction proposed in Amendment 16 for common pool vessels. Members will be required to use an "A DAS when conducting fishing operations that are not exempted from DAS usage, for example, when fishing under a monkfish DAS.

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

8. <u>START TRIP NOTICE</u>: Sector vessels will copy the Sector Manager on all trip start messages required through the Dockside Monitoring Program.

9. <u>VESSELS FISHING MULITPLE STOCK AREAS</u>: If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

10. <u>FISHING IN US/CA AREAS</u>: When fishing in the US/CA area, a sector vessel that fishes in more than one US/CA area or more than one of the four stock areas will complete a catch report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. In addition to the VMS requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

11. <u>CLOSED AREAS</u>: Participating vessels may fish in closed areas to the extent authorized by NMFS.

12. <u>CATCH REPORTS</u>: 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. <u>VESSEL LOGBOOKS (VTRs/e-VTR)</u>: 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 the FSO and NERO. Sector Members will execute all documents necessary to meet legal requirements for the purpose of facilitating e-VTR service.

14. <u>WEEKLY REPORTS</u>: The Sector Manager will submit Weekly Sector Reports of all landings and discards by sector vessels, to NMFS, as required. The Sector will submit required reports, using the format and procedures prescribed by NMFS. Weekly Reports must include any violations and/or investigative referrals. 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).

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 designated representative, will notify NMFS via telephone, electronic mail or written mail immediately if this, or an agreed upon alternative threshold has been meet that triggers daily reporting.

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

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

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

17. <u>STOCK ATTRIBUTION</u>: The Sector Manager will utilize landings information from each trip and apply logbook area information to calculate stock attribution ratios for all applicable species.

18. <u>DISCARD RATES AND IN-SEASON DISCARD ESTIMATES</u>: The Sector manager (or his designated representative) will derive stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.

19. <u>ADMINISTRATIVE EXEMPTION</u>: In order to facilitate electronic data transmission from the sector's vessels to a data collection and distribution web portal, an administrative exemption may or may not be required to allow the server to relay catch reports and logbook data on behalf of sector member vessels.

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

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

22. <u>SECTOR SPECIFIC EXEMPTIONS</u>: In addition to the Universal Exemptions granted to all Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

22.1 <u>120 DAY BLOCK REQUIREMENT OUT OF THE FISHERY FOR GILLNET VESSELS</u>: Sector vessels utilizing gillnets will be exempted from the 120 Block requirement articulated in 50 CFR § 648.82(j)(1)(ii).

22.2 <u>20 DAY SPAWNING BLOCK</u>: Sector vessels will be exempted from taking the 20 day spawning block out of the fishery that is required of all vessels.

22.3 <u>LIMITATION ON THE NUMBER OF GILLNETS FOR DAY GILLNET VESSELS</u>: Sector vessels' utilizing gillnets will be exempted from the number of gillnet restriction

imposed on day category gillnet vessels, members utilizing this exemption agree not to exceed 150 nets per permit.

22.4 <u>COMMUNITY FIXED GEAR</u>: Sector vessels opting to implement this provision will be required to place NMFS issued gillnet tags, of each member, on the gear being utilized under this technique. Community Fixed Gear groups will notify the Sector Manager of their intention and composition of sector vessels prior to utilization of this technique.

Sector members that have identified themselves as a group to the Sector Manager may be held accountable if their physical gear (including the area in it is set in) is not in compliance with applicable regulations. For Example, if the gear is not properly configured with weak links, sinking line, or other applicable requirements, or if the gear is set in a closed area or season, then this group may be held jointly liable for the infraction. However, if an individual in this group violates a requirement of this Agreement, possession limits, or misreports catch, then the liability would be limited to this individual only; except in those situations where the Sectors joint liability provisions applies.

22.5 <u>LIMITATION ON THE NUMBER OF GILLNETS THAT MAY BE HAULED ON GEORGES BANK WHEN FISHING UNDER A GROUNDFISH/MONKFISH DAS</u>: Sector Vessels are exempted from the requirement that limits the number of gillnets (fifty) that may be hauled to while fishing on a groundfish and monkfish DAS on Georges Bank.

22.6 <u>LIMITATION ON THE NUMBER OF HOOKS THAT MAY BE FISHED</u>: Sector vessels are exempted from the number of hooks that may be fished.

22.7 <u>LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM</u>: Members will be exempted from the length and horsepower restrictions imposed on DAS leasing for NEFS III participating members and those members of other sectors that are granted this exemption.

22.8 <u>ACCESS TO THE GULF OF MAINE HADDOCK SINK GILLNET AREA</u>: Sector vessels will be authorized to access the Gulf of Maine regulated mesh area, January 1-April 30 (subject to any rolling or seasonal closure in effect), utilizing 6 inch gillnets. Members acknowledge that a day gillnet vessel participating in this program cannot fish with, possess, haul or deploy more than thirty nets. There are no limits on the number of nets for trip gillnets vessels. All nets must be stand-up nets; tie-down nets cannot be used during this period.

22.8.1 ACCESS TO THE GULF OF MAINE HADDOCK SINK GILLNET AREA DURING THE MONTH OF MAY: Sector vessels are authorized to access the Gulf of Maine regulated mesh area under the terms and conditioned stated in section 22.8 for the month of May.

22.10 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE LEVEL: Sector Vessels will be exempt from dockside monitoring coverage.

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

22.12 EXEMPTION FROM DISCARD RATES AND K-ALL CALCULATION FOR STOCKS THAT HAVE BEEN SUBDIVIDED BETWEEN THE COMMERCIAL AND RECREATIONAL FISHERIES: The Sector will be exempt from calculating discard rates and including k-all for those stocks that have been sub-divided between the commercial and recreational fisheries.

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

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

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

While NMFS has not yet approved any providers for FY 2011, the sector will contract a NMFS-approved provider for dockside [and/or] at-sea monitoring services before May 1, 2011, and

notify NMFS of its selection via electronic mail or written mail. If a vendor in which the Sector has contractual arrangements with is decertified during the fishing year, the Sector will negotiate new contractual arrangements with another certified vendor(s) and notify NMFS of these new agreements.

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

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

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

<u>23.4 USE OF DOCKSIDE MONITORING SERVICES</u>. The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that dockside monitoring service costs are kept as low as commercially practical amount. The Active Members therefore agree to provide

accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active Members who fail to comply with the provisions of this Section may be assessed the excess cost of dockside monitoring resulting from their failure to do so.

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

23.6 <u>OFFLOADING PORTS</u>: The following list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Gloucester	Massachusetts: New Bedford, Marblehead, Newburyport Rhode Island: Point Judith Connecticut: New London

24. <u>AT-SEA MONITORING PROGRAM</u>: The Sector will be participating in the NMFS funded at-sea-monitoring program for FY2011. In the event, the Sector chooses to increase at-sea coverage beyond that which is funded and managed by NMFS, the sector will secure a service arrangement with one or more of the certified ASM vendors and assume all costs and responsibilities associated with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the NMFS-funded level (currently 30 percent, see NMFS, Letter to Sector managers and Representatives (August 20, 2009)) will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program.

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

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

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

25.3 <u>PAPER VTR</u>: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2011, as required by regulations. However, should electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports be authorized by the Regional Administrator in FY 2011, this Sector reserves the option to utilize this reporting method.

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

25.4.1 Access to GOM Rolling Closure Areas in May and June
(Federal Register, Vol 76-No39 Proposed Rule pg 10861 #10)

25.4.2 DSM Requirement for Vessels Fishing West of 72 30' W Long.
(Federal Register, Vol 76-No39 Proposed Rule pg 10866 #25)

25.4.3 The Requirement to Delay Offloading Due to the Late Arrival of the Assigned Monitor
(Federal Register, Vol 76-No39 Proposed Rule pg 10867 #29)

25.4.4 Prohibition on Offloading of Non-Allocated Species Prior to the Arrival of a Monitor
(Federal Register, Vol 76-No39 Proposed Rule pg 10867 #30)

1

EXHIBIT D

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

Administrative Provisions Addendum

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

SECTOR OPERATIONS PLAN AND AGREEMENT

1. Sector Name.

2. Sector Eligibility and Membership.

4. Sector Allocation and Exemptions.

5. Distribution of Sector ACE.

6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

7.1 Harvest Share Reserve

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

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

7.3 Harvest Share Transfer.

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

7.5 Re-direction Of Effort.

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

7.7 Consolidation and Redistribution of ACE:

8. Release of Catch Data.

9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered administrative under this section.

10. Breach and Remedies for Breach.

10.1 Liquidated Damages Schedule and Schedule Amendments.

10.2 Enforcement Committee.

10.3 Liquidated Damages Base Value and Multiplier Adoption.

10.4 Liquidated Damages Calculation.

10.5 Notice to Vessel Masters; Assumption of Liability.

10.6 Liquidated Damages Security.

10.7 Manager Action in Response to Apparent Breach.

10.8 Member Appeals.

10.9 Voluntary Compliance.

10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

10.12 Distribution of Damages.

11. Joint Liability and Indemnification.

12. Membership Termination

15. Permit Transfer/Sale.

16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.

17. Sector Membership Fees.

18. Binding Arbitration.

19. No Collective Marketing.

20. Amendment and Incorporation by Reference.

EXHIBIT C

HARVESTING RULES

2. QUOTA MANAGEMENT:

3. RESERVE:

4. SLOWING CATCH:

8. START TRIP NOTICE:

12. CATCH REPORTS:

16. DATA RECONCILIATION:

19. ADMINISTRATIVE EXEMPTION:

20. DATA MANAGEMENT:

22. SECTOR SPECIFIC EXEMPTIONS:

- 22.2 Administrative Exemption

23. DOCKSIDE MONITORING PROGRAM: Section 23 is enforceable except for the sub-sections, 23.2, 23.3, 23.4, which are administrative.

24. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except in those specific situations where NMFS enforcement would apply.

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.

Owner/Entity	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits	Enrolled in Sector	Active
A & J Fisheries Inc	127504	575	Ambjorg & Julie	MS 4567 KV	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
A & J Fisheries Inc	230636	2014	Brittannika II	578448	Bluefish, Dogfish, Herring, Scall	Seasonal Lobster, Coastal Lobs	Yes	Yes
Arthur H Sawyer Jr	124061	2320	Miss Carla	MS 0009 As	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Ashley & Anthony Fisheries Inc	240883	1859	Ashley & Anthony	674953	Bluefish, Spiny Dogfish, Herring	Offshore Lobster Non-Trap	Yes	Yes
Brian Higgins	223677	507	Toby Ann	1188119	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Catherine F Lobster Co. Inc	240441	2195	Catherine F	611538	Bluefish, Spiny Dogfish, Herring	Coastal Lobster, Boat 0-59 Ft	Yes	Yes
Chadwich Fish Lobster LLC	114880	4300	Native Son	MS2844Y	Bluefish, Herring, Lobster non t	Offshore Lobster, Offshore Lob	Yes	Yes
Comet Consolidated Fisheries I	230222	1725	Comet	568403	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Douglas L. Garmain	121338	1652	Labor in Vain	MS 9810 RG	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Edward E. Smith	138579	157	Claudia Marie	MS 9567 AH	Bluefish, Spiny Dogfish, Herring	Offshore Lobster Non-Trap	Yes	Yes
F/V Sasquatch, Inc	127576	1770	Sasquatch III	MS 9972 A	Bluefish, Spiny Dogfish, Lobste	Offshore Lobster	Yes	Yes
Flying Finns Inc.	220221	56	Chandelle	552300	Bluefish, Spiny Dogfish, Summe	Offshore Lobster	Yes	Yes
Heidi and Heather Fisheries, LL	230422	228	Heidi & Heather	605062	Bluefish, Spiny Dogfish, Herring	Offshore Lobster Non-Trap; Off	Yes	Yes
Heidi and Heather Fisheries, LL	149318	367	Ryan Zachary	MS 6051 AH	Bluefish, Spiny Dogfish, Herring	Offshore Lobster, Coastal Lobs	Yes	Yes
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan	596338	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
JAS Fisheries Inc.	231826	1439	Amanda & Andy	956676	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
JAS Fisheries Inc.	230139	1766	Amanda Leigh	542840	Bluefish, Spiny Dogfish, Herring	Rod & Reel, Offshore Lobster	Yes	Yes
John Greenleaf	115998	1490	David and Jenna II	MS9851AK	Bluefish, Spiny Dgofish, Black S	Coastal Lobster	Yes	Yes
Libro Fisheries Inc.	230295	147	Cabaret IV	573593	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Matthew G. Cooney	118832	2165	Miss Meredith	MS1969MC	Bluefish, Spiny Dogfish, NE Mu	Coastal Lobster	Yes	Yes
Melon Fisheries Inc	250887	446	SS Melon III	916348	Bluefish, Spiny Dogfish, Summe	Coastal Lobster	Yes	Yes
New Shell Lobsters Inc	233139	214	Aaron and Alexa	1047510	Bluefish, Spiny Dogfish, Lobste	Coastal Lobster	Yes	Yes
Philip A. Powell	148668	1433	Foxy Lady	MS8827AC	Bluefish, Dogfish, Lobster 1, A1	Coastal Lobster	Yes	Yes
Scotia Boat Too, LLC	121546	1960	Scotia Boat Too	MS 5904 AT	Bluefish, Dogfish, Lobster 1 & A	Offshore Lobster	Yes	Yes
Sundance Fisheries	149334	2055	Little Mako	MS1051DD	Bluefish, Spiny Dogfish, Herring	Coastal Lobster, Boat 0-59 Ft	Yes	Yes
Thomas Hill	231770	207	Karoline Marie	948801	Bluefish, Spiny Dogfish, Herring	Offshore Lobster, Coastal Lobs	Yes	Yes
Thomas Lupo	231622	204	Jennie C	932696	Bluefish, Spiny Dogfish, Lobste	Coastal Lobster	Yes	Yes
Thomas W. Bartlett	251009	1434	Marilyn Louise	947549	Bluefish, Spiny Dogfish, Herring	Principal Effort License (RI), Co	Yes	Yes
William Brown	231329	190	Kathryn Leigh	698370	Bluefish (Commercial & Charter), Black Sea Bass (Charter), Spi		Yes	Yes
William Skrobacz	123717	1574	Toots	MS 5051 Am	Bluefish, Spiny Dogfish, Herring	Offshore Lobster	Yes	Yes
Williams Lobster Corp	240362	272	Pretty Girl	602979	Bluefish, Spiny Dogfish, Summe	Offshore Lobster	Yes	Yes
Wood Fisheries Inc	221567	2176	Never Satisfied	678911	Bluefish, Spiny Dogfish, Herring	Offshore Lobster	Yes	Yes
David Jewell	212924	2088	Lady J	965110	Bluefish, Spiny Dogfish, Lobste	Coastal Lobster	Yes	Yes
F/V Carol Ann	220748	1997	Carol Ann	618869	Bluefish, Spiny Dogfish, Lobste	Coastal Lobster	Yes	Yes
Grace & Rosa Inc.	220152	51	Helen S	532240	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi,		Yes	Yes
Homarus Americanus Inc	250311	372	Manford L. Porter	576188	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	Yes
Island Queen Fishing Corp.	211652	1456	Fair Wind	691669	Bluefish, Black Sea Bass, Spiny	Offshore Lobster	Yes	Yes
JAM Fishing Corp.	100409	2192	Irma C II	MS6040A	Bluefish, Spiny Dogfish, Herring	154719	Yes	Yes
Libro Fisheries Inc.	212960	1551	Dolores J	671525	Bluefish, Spiny Dogfish, Herring	Boat 0-59 Ft	Yes	Yes
Michael T. Frontiero	121155	1534	Dunlin	MS4116AG	Bluefish, Spiny Dogfish, NE Mu	Coastal Lobster	Yes	Yes
Peter S. Eshenfelder	242738	337	Hannah Story	969495	Bluefish, Spiny Dogfish, Summe	Boat 0-59 Ft	Yes	Yes
Philip A. Powell	124106	168	Foxy Lady	MS7422AM	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1,		Yes	Yes
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II	MS 4137 AM	Bluefish, Herring, Spiny Dogfish	124461	Yes	Yes
Scotia Boat Too, LLC	149610	117	Julie Ann	MS 1928 AT	Bluefish, Spiny Dogfish, Summe	Offshore Lobster Non-Trap	Yes	Yes
Thomas Hill	149180	2804	K + S	NH7919BE	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, I		Yes	Yes
Thomas Hill	214923	4304	Stephanie Lynn	1092065	Bluefish, Spiny Dogfish, Herring	Offshore Lobster	Yes	Yes
Joseph Sava	119501	2044	Little Hunter	MS5726SL	Bluefish, Herring, NE Multi, Atl	Coastal Lobster	Yes	Yes
John Greenleaf	231161	2370	David and Jenna	663710	Bluefish, Black Sea Bass, Spiny	Boat 0-59 Ft	Yes	No
Catherin M LLC	221275	3524	Catherine M	649353	Bluefish, Black Sea Bass, Summ	None	Yes	No
Catherine F Lobster Co. Inc	148401	8	Rebecca Anne	MS0028CF	Bluefish, Spiny Dogfish, Herring, Monkfish E , NE Multi, Skate,		Yes	No
Chadwich Fish Lobster LLC	150700	1647	1988 Sea Nymph	MS8124CC	Bluefish, Spiny Dog, Herring, Lobster 1, Monkfish E, NE Multi, I		Yes	No
Edward E. Smith	150943	3787	Foolish Move	MS9291AV	Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Skate		Yes	No
Edward E. Smith	150534	173	Cape Dory	MS2228AT	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfis		Yes	No
Edward E. Smith	231019	131	Jessica & Amanda	650222	CPH	None	Yes	No
F/V Allison Carol	115856	1639	Allison Carol	MS 3296 YY	Bluefish, Spiny Dogfish, Summe	Coastal Lobster	Yes	No
Heidi and Heather Fisheries, LL	150123	238	Blue Fin Singer	MS4540AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Mu		Yes	No
Heidi and Heather Fisheries, LL	150275	2177	Bureaucracy	MS1441AR	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, N		Yes	No
Heidi and Heather Fisheries, LL	149719	1807	Hollywood II	MS5902AM	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, N		Yes	No
Heidi and Heather Fisheries, LL	150286	240	Red Tape	MS9261AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, A2 & A6, Monk		Yes	No
Heidi and Heather Fisheries, LL	150217	1482	Chesty McBoob	MS4537AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Mu		Yes	No
Heidi Burgess	150429	1531	Lundoner	150429	Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish D		Yes	No
William Muniz	148560	47926	Miss Molly (CPH)	MS6785AB	Bluefish, Spiny Dogfish, Herring	None	Yes	No
Island Queen Fishing Corp.	222833	1843	Fair Wind V	1030779	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, N		Yes	No
Island Queen Fishing Corp.	150576	2179	Lund	MS0036BC	Scallop		Yes	No

Island Queen Fishing Corp.	150665	2391	MS 8989 AS	MS4224AU	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Cra		Yes	No
Island Queen Fishing Corp.	150748	4326	Snafu II	MS5199AU	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Cra		Yes	No
Island Queen Fishing Corp.	109652	1749	Storm-N-Norman	MS1721L	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, N		Yes	No
Island Queen Fishing Corp.	150655	3354	Unnamed	MS4151AT	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Cra		Yes	No
Janel Leigh Inc.	241144	2019	Janel Leigh	911574	Bluefish, Spiny Dogfish, Herring	Coastal Lobster	Yes	No
Jeffrey W. Tutein	211998	1608	Lucky Strike	913805	Bluefish, Spiny Dogfish, Herring	None	Yes	No
A & J Fisheries Inc	123019	2127	Lisa Rose	MS3754AX	Bluefish, Black Sea Bass, Spiny	Coastal Lobster	Yes	No
Libro Fisheries Inc.	148034	1288	Sea Skiff	MS0296PL	Bluefish, Spiny Dogfish, Herring, Monk E, NE Multi, Skate		Yes	No
Libro Fisheries Inc.	150780	1855	Skiff II	MS5943AU	Bluefish, Spiny Dogfish, Herring, Lobster A1 & 1, NE Multi, Mo		Yes	No
Michael T. Frontiero	150785	2327	Mikes Skiff	MS5345AU	Bluefish, Black Sea Bass, Spiny	None	Yes	No
Millenium Fish Corp	149171	459	Unnamed	MS1220AB	Bluefish, Dogfish, Herring, Lobster non trap, 1, Outer Cape, Mo		Yes	No
Peter G. Fyrberg	146585	47872	Merganser	MS6379AU	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, S		Yes	No
Peter M. Fadden	147994	47905	Becky and Ben	MS5300T	Bluefish, Spiny Dog, Herring, Monk E, NE Multi (HA), Skate, Sq		Yes	No
Philip A. Powell	150058	2011	1997 Lowe 10	MS4016PP	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1 & AOC, Monkfis		Yes	No
Philip A. Powell	149591	381	2004 Lowe	MS2337AJ	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Lobster 1, Mo		Yes	No
Philip A. Powell	150761	525	Lowe	MS5129AU	Bluefish, Dogfish, Monk C, Skate, NE Multi, Squid		Yes	No
Philip A. Powell	149710	443	Solina Soo	MS4925AK	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi,		Yes	No
Richard Burgess	150058	320	Starcraft	MS9446AR	Bluefihs, Spiny Dogfish, Herring, Lobster 1, Monkfish D,NE Mu		Yes	No
Island Queen Fishing Corp.	150726	47883	Blue Daggar	MS4253AU	Bluefish, Black Sea Bass, Summer Flounder, NE Multi, Monkfis		Yes	No
Sam & Ben Fisheries Inc.	310523	535	Sally & Katherine	698169	Bluefish, Spiny Dogfish, Herring	Offshore Lobster	Yes	No
Santapaola Fisheries Inc.	150403	1921	lowe	MS3497AR	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfis		Yes	No
Santapaola Fisheries Inc.	150593	223	WMF	MS8223AS	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfis		Yes	No
Scott Swicker	146936	2032	Unnamed	MS6682KG	Lobster, NE Multi, Quahog, Cla	None	Yes	No
SFOne Corp	240825	295	Sea Force One	669083	Bluefish, Spiny Dogfish, Summe	797	Yes	No
Susan G. Porter	135646	4116	Susan Kimberly	MS2339K	Bluefish, Spiny Dogfish, NE Mu	Coastal Lobster	Yes	No
Thomas Lupo	148239	47802	Sea Ox	MS1063TP	Bluefish, Lobster 1 & A1, NE M	687	Yes	No
William Brown IV	150358	175	Beacon	MS1688A	Bluefish, Spiny Dogfish, Monkfish E, NE Multi, Red Crab, Skate		Yes	No
Wood Fisheries Inc	150603	1251	Addy	MS7747AS	Bluefish, Monkfish E, NE Multi, Squid, Mackerel, Tilefish		Yes	No
Michael T. Malewicki	221769	100	Janie M	631471	Bluefish, Spiny Dogfish, Americ	Coastal Lobster	Yes	No
A & J Fisheries Inc	240896	133	Special K	668249	Bluefish, Spiny Dogfish, Herring	Boat 0-59 Ft	No	No
Corrado Bucchieri	149686	3607	Peppa	MS5650AK	Bluefish, Spiny Dogfish, Herring	None	No	No
Ferrara & Dimercurio Inc.	330176	735	Two Friends	569879	NE Multi, Lobster 1, Scallop	None	No	No
JAM Fishing Corp.	321113	248	Horizon	1082564	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1,		No	No
JAM Fishing Corp.	222427	288	Jessica Megan	MS5650AK	Bluefish, Spiny Dogfish, Herring, NE Multi, Mackerel, Lobster 1		No	No
JAM Fishing Corp.	149535	259	Unnamed	MS4516AU	Bluefish, Black Sea Bass, Spiny Dogfish, Summer Flounder, Her		No	No
JAS Fisheries Inc.	220015	40	Buddy & Pal	257806	Bluefish, Spiny Dogfish, Monkf	None	No	No
Peter S. Eshenfelder	232312	2051	Sharon E	1021018	Bluefish, Spiny Dogfish, Lobste	None	No	No
Stephen L. Barusso Jr.	150430	47901	Carolina Skiff	MS3415AR	Bluefish, Spiny Dogfish, Black S	None	No	No

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

Signature of Authorized Representative:

x. Peter Fyrberg

Owner/Entity Name:

F/V Merganser

Name of Authorized Representative (print):

Peter Fyrberg

Title: Owner (Sole)

List all permits including those listed in 2.0

Permit Number: 146585 MRI 47872

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

T J Garside

THEODORE J GARSIDE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
January 07, 2016

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

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

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3. Member acknowledges that; NEFS III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

Signature of Authorized Representative:

x. Russell P. Stribley

Owner/Entity Name:

PRES. SAM + BEN FISHERIES INC

Name of Authorized Representative (print):

RUSSELL P. STRIBLEY

Title: PRESIDENT

List all permits including those listed in 2.0

Permit Number: 310523 MRI 535

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Anna I. Cardoza

ANNA I. CARDOZA
MY COMM. EXPIRES
DEC. 22, 2011
NOTARY PUBLIC
COMMONWEALTH OF
MASSACHUSETTS

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 JENNIE C Doc/Reg # 932690
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

Signature of Authorized Representative:

x: [signature]

Owner/Entity Name:

Thomas S Lwood

Name of Authorized Representative (print):

Thomas S Lwood

Title: Owner

List all permits including those listed in 2.0

Permit Number: 231622 MRI 204

Permit Number: 148279 MRI 47802

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Paula R. Novo 8/19/10

PAULA R. NOVO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 20, 2015

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 23rd day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Catherine F Doc/Reg # 611538
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

Signature of Authorized Representative:

x.

Owner/Entity Name:

Catherine F Lobster Co Inc

Name of Authorized Representative (print):

Peter Fadden

Title: President

List all permits including those listed in 2.0

Permit Number: 240441 MRI 2195

Permit Number: 148401 MRI 8

Permit Number: 147994 MRI 47905

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

LEEANN TUCKER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 23, 2016

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Melissa Sue Doc/Reg # MS 1284 ~~3~~R (nb)
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Julie Ann Doc/Reg #_____
Fishing Vessel Name _____ Doc/Reg #_____
Fishing Vessel Name _____ Doc/Reg #_____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 HEIDI + HEATHER Doc/Reg # 605062
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Belinda B Doc/Reg # MS 8060 A 2
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 14th day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 S.S Melon III Doc/Reg # 916348
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 COMET ~~Doc/Reg~~ DOC # # 568403
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10 day of 8, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Karoline Marie Doc/Reg # 948801
Fishing Vessel Name Stephanie Lynn Doc/Reg # 1092065
Fishing Vessel Name K+S Doc/Reg # NH 7919 BE

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Miss Meredith Doc/Reg # MS 1969 MC
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 9 day of Sept, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☒ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Ryan Zachary Doc/Reg # MS6051AH
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of AUG., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 MARILYN LOUISE Doc/Reg # 947549
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Tooth Doc/Reg # MS.5051-AM
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Carol Ann Doc/Reg # 618869
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Unnamed Doc/Reg # MS 1220 AB
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Kenneth J Dwiar Doc/Reg # 596338
Fishing Vessel Name Manford L Porter Doc/Reg # 576188
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Labor in Vain Doc/Reg # MS9510826
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 LISA-ROSE Doc/Reg # MS2624AC
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 J Doc/Reg # 263110
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of Sept, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

Notary rizle

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1st day of Sept, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Sea Fore one Doc/Reg # 669083
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☒ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10th day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Sasquatch III Doc/Reg # MS 9972A
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Fair Wind Doc/Reg # 691669
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of SEPT., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 HANNAH STORY Doc/Reg # 969495
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Pretty Girl Doc/Reg # 602979
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Helen S Doc/Reg # 220152
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 13 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☒ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 IRMA C II Doc/Reg # 100409-MS6040A
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Dunlin Doc/Reg # MS 4116 AG
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

II Northeast Fishery Sector, Inc.

"Gloucester Trawl"

November 30, 2010

William Whitmore
NMFS NERO
55 Great Republic Drive
Gloucester, MA 01930

Willie,

I have enclosed two paper copy sector adherence agreements in for additional members that have joined II Northeast Fishery Sector Inc. If you have any questions, feel free to contact me.

Daniel Salerno
Sector Manager, NEFS II

RECEIVED BY
DEC 03 2010
NERO PERMIT OFFICE

10 Witham Street, Gloucester MA 01930
T: (978) 810-5013
F: (978) 281-1555

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Barcat + Alexa Doc/Reg # 1047510
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☒ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Native Son Doc/Reg # MS28447
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Kathryn Leigh Doc/Reg # 698370
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Little Mako Doc/Reg # MS105100
Fishing Vessel Name N/A Doc/Reg # N/A
Fishing Vessel Name N/A Doc/Reg # N/A

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Ashley Anitra Doc/Reg # 674953
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 MISS CARIA Doc/Reg # MS 009 AS
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Never Satisified Doc/Reg # 678911
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

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

2. Upon execu[illegible] the satisfaction of all other conditions precedent to M[illegible] all be deemed admitted as a Member of the Sector and [illegible] r's records.

3. Me[illegible] ebruary 1, 2010 as the final date in which a NEFS III Me[illegible] art of the 2011 fishing year. A Member who wishes to w[illegible] specified in the Operations Plan.

507 or 3636

4. With [illegible] of membership Member is signing this agreement as a (

☒ Active Member: (LIST
Fishing Vessel [illegible] 19
Fishing Vessel [illegible]
Fishing Vessel [illegible] Reg #[illegible]

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 # MS 9551 AK
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17th day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 CABARET IV Doc/Reg # 573593
Fishing Vessel Name Dolores J Doc/Reg # 671525
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

Signature of Authorized Representative:

x. [signature]

Owner/Entity Name:

Libro Fisheries Inc.

Name of Authorized Representative (print):

Peter Libro

Title: President

List all permits including those listed in 2.0

Permit Number: 230295 MRI 147

Permit Number: 150780 MRI 1855

Permit Number: 212960 MRI 1551

Permit Number: 148034 MRI 12880

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Susan J. Ellis Aug 17, 2010

SUSAN J. ELLIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 23, 2013

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

Signature of Authorized Representative:

x. Robert Edwards

Owner/Entity Name:

Owner

Name of Authorized Representative (print):

Robert J. Edwards

Title: owner

List all permits including those listed in 2.0

Permit Number: 221275 MRI 3524

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

DOMINGO J. DOMINGUEZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 2, 2015

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20th day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

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

2. Up the satisfaction of all other conditions precedent to M all be deemed admitted as a Member of the Sector an r's records.

3. M February 1, 2010 as the final date in which a NEFS III M start of the 2011 fishing year. A Member who wishes to er specified in the Operations Plan.

131 gom
into CPH
231019 into
650222

4. W ies of membership Member is signing this agreement as

☒ Active Member: (

Fishing Vessel Name AMBJORG FULIE Doc/Reg # MS 4965 KV
Fishing Vessel Name CLAUDIA MARIE Doc/Reg # MS 9567 AH
Fishing Vessel Name BRITTANNIKA II Doc/Reg # 578448

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

☒ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of AUG, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

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

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Me [illegible] Member shall be deemed admitted as a Member of the Sector and [illegible] s records.

3. Me [illegible] ebruary 1, 2010 as the final date in which a NEFS III Me [illegible] art of the 2011 fishing year. A Member who wishes to [illegible] r specified in the Operations Plan.

Permit # 150053 or 150003

4. Wi [illegible] es of membership Member is signing this agreement as

☑ Active Member: (L
Fishing Ve _____
Fishing Ve _____
Fishing Ve _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 FOXY LADY Doc/Reg # MS 8827 AC
Fishing Vessel Name FOXY LADY Doc/Reg # MS 7422 AM
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

Signature of Authorized Representative:

x. _____

Owner/Entity Name:

Owner

Name of Authorized Representative (print):

_____

Title: _____

List all permits including those listed in 2.0

Permit Number: 124106 MRI 168

Permit Number: 148668 MRI 1433

Permit Number: 149591 MRI 381

Permit Number: 149710 MRI 433 443 per MQRS -AM

Permit Number: 150761 MRI 525

Permit Number: 150058 MRI 2011

Notary Public: _____

STEPHANIE A. CASEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires Apr 19, 2013

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Amanda & Andy Doc/Reg # 951676
Fishing Vessel Name Amanda & Andy II Doc/Reg # 1034137 AM
Fishing Vessel Name Amanda Leigh Doc/Reg # 542840

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

☐ Non-Active Member

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

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

Signature of Authorized Representative:

x. James Santapaola

Owner/Entity Name: SAS Fisheries inc
Santapaola Fisheries inc

Name of Authorized Representative (print):

James Santapaola

Title: owner

List all permits including those listed in 2.0

Permit Number: 231826 MRI 1439

Permit Number: 144413 MRI 14

Permit Number: 230139 MRI 1266

150403
Permit Number: 150430 MRI 1921

Permit Number: 150593 MRI 223

Permit Number: 220015 MRI 40 (CPH)

Notary Public: Dan J Shepard
8/17/10

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Never Satisfied Doc/Reg # 678911
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of November 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

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

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

☑ Non-Active Member

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

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

III, NORTHEAST FISHERY SECTOR INC.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of Nov., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS III (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 III has adopted February 1, 2010 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS III 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 Little Hunter Doc/Reg # MS5726SL
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

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

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

FLYING FINNS, INC. Summary Screen

Help with this form

Request a Certificate

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

Entity Type: Domestic Profit Corporation

Identification Number: 043056108

Old Federal Employer Identification Number (Old FEIN): 000298829

Date of Organization in Massachusetts: 03/30/1989

Current Fiscal Month / Day: 12 / 31 **Previous Fiscal Month / Day:** 00 / 00

The location of its principal office:
No. and Street: 1099 WASHINGTON ST.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:
No. and Street:
City or Town: State: Zip: Country:

Name and address of the Registered Agent:
Name:
No. and Street:
City or Town: State: Zip: Country:

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
PRESIDENT	JOHN M. MONTGOMERY	1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA
TREASURER	JOHN M. MONTGOMERY	1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA
SECRETARY	JON F. CONANT	LEVERETT ST., GLOUCESTER, MA 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 *Num of Shares*	*Total Par Value*	Total Issued and Outstanding *Num of Shares*
No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.				

__ Consent __ Manufacturer __ Confidential Data __ Does Not Require Annual Report

__ Partnership __ Resident Agent __ For Profit __ Merger Allowed

Note: There is additional information located in the cardfile that is not available on the system.

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

View Filings New Search

Comments

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Help

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

JAS FISHERIES, INC. Summary Screen

Help with this form

Request a Certificate

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

Entity Type: Domestic Profit Corporation

Identification Number: 043108950

Old Federal Employer Identification Number (Old FEIN): 000353653

Date of Organization in Massachusetts: 01/28/1991

Current Fiscal Month / Day: 12 / 31 **Previous Fiscal Month / Day:** 00 / 00

The location of its principal office:
No. and Street: 25 HIGHLAND ST.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:
No. and Street:
City or Town: State: Zip: Country:

Name and address of the Registered Agent:
Name: JAMES A. SANTAPAOLA
No. and Street: 25 HIGHLAND STREET
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAMES SANTAPAOLA	25 HIGHLAND ST., GLOUCESTER, MA USA
TREASURER	JAMES SANTAPAOLA	25 HIGHLAND ST., GLOUCESTER, MA USA
SECRETARY	JAMES SANTAPAOLA	25 HIGHLAND ST., GLOUCESTER, MA 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 *Num of Shares*	*Total Par Value*	Total Issued and Outstanding *Num of Shares*
No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.				

__ 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

View Filings New Search

Comments

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Help

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

LIBRO FISHERIES, INC. Summary Screen

Help with this form

Request a Certificate

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

Entity Type: Domestic Profit Corporation

Identification Number: 001007106

Date of Organization in Massachusetts: 06/26/2009

Current Fiscal Month / Day: 12 / 31

The location of its principal office:
No. and Street: 273 WESTERN AVE.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:
No. and Street:
City or Town: State: Zip: Country:

Name and address of the Registered Agent:
Name: PETER V. LIBRO
No. and Street: 273 WESTERN AVE.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	PETER V. LIBRO	273 WESTERN AVE. GLOUCESTER, MA 01930 USA
TREASURER	PETER V. LIBRO	273 WESTERN AVE. GLOUCESTER, MA 01930 USA
SECRETARY	PETER V. LIBRO	273 WESTERN AVE. GLOUCESTER, MA 01930 USA
DIRECTOR	PETER V. LIBRO	273 WESTERN AVE. GLOUCESTER, MA 01930 USA

business entity stock is publicly traded: __

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

	Par Value Per Share	Total Authorized by Articles	Total Issued

Class of Stock	Enter **0** if no Par	of Organization or Amendments		and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	10,000	$0.00	0

__ Consent __ Manufacturer __ Confidential Data __ Does Not Require Annual Report

__ Partnership __ Resident Agent __ For Profit __ Merger Allowed

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

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Annual Report
Application For Revival
Articles of Amendment

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MA SOC Filing Number: 200967935500 Date: 05/26/2009 2:06 PM

The Commonwealth of Massachusetts
William Francis Galvin

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

Special Instructions

Articles of Organization
(General Laws, Chapter 180)

Federal Identification Number: 001003607

ARTICLE I

The name of the corporation is:

III NORTHEAST FISHERY SECTOR, INC.

ARTICLE II

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

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

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

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

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

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

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

ARTICLE III

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

NONE AT PRESENT.

ARTICLE IV

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

1. IN ADDITION TO THE POWERS OF THE CORPORATION UNDER THE GENERAL LAWS OF MASSACHUSETTS, CHAPTER 180, THE CORPORATION SHALL HAVE AND MAY EXERCISE IN FURTHERANCE OF ITS CORPORATE PURPOSES EACH OF THE POWERS SPECIFIED IN SECTIONS 9A AND 9B OF THE MASSACHUSETTS GENERALS LAWS, CHAPTER 156B.

2. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPTING ONLY WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW OR THE SAID BY-LAWS REQUIRES ACTION OR CONSENT BY THE MEMBERS.

3. THE LIABILITY OF THE CORPORATION'S OFFICERS AND DIRECTORS TO THE CORPORATION, ITS MEMBERS, AND GENERALLY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY, AND IN ACCORDANCE WITH, MASSACHUSETTS GENERAL LAWS CHAPTER 180, SECTION 3, SUBJECT TO THE EXCEPTIONS AND PROVISOS THEREIN, AND ANY OTHER SIMILAR OR SUCCESSOR APPLICABLE STATUTE.

4. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN PROVIDED, THE CORPORATION IS ORGANIZED AND SHALL BE OPERATED EXCLUSIVELY FOR THE BETTERMENT OF THE CONDITIONS OF ITS MEMBERS, AS THEY ARE FROM TIME TO TIME CONSTITUTED, AND THE DEVELOPMENT OF A GREATER DEGREE OF EFFICIENCY IN THE HARVESTING OF FISHERY RESOURCES, PURSUANT TO IRC SECTION 501(C)(5). THE POWERS OF THE CORPORATION SHALL BE EXERCISED ONLY IN SUCH MANNER AS WILL ASSURE THE OPERATION OF THE CORPORATION EXCLUSIVELY FOR SAID PURPOSES, IT BEING INTENDED THAT THE CORPORATION SHALL BE EXEMPT FROM FEDERAL INCOME TAXATION PURSUANT TO SAID IRC SECTION 501(C)(5), AND ALL PURPOSES AND POWERS HEREIN SHALL BE INTERPRETED AND EXERCISED CONSISTENTLY WITH THIS INTENT.

5. NO PART OF THE NET EARNINGS OF THE CORPORATION WILL OR SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTED TO, ITS MEMBERS, DIRECTORS, OFFICERS, OR INDIVIDUALS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE AND CUSTOMARY COMPENSATION FOR SERVICES ACTUALLY RENDERED, AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE CORPORATION'S PURPOSES AS SET FORTH IN ARTICLE II OF THESE ARTICLES.

6. EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW, THE CORPORATION MAY AT ANY TIME AUTHORIZE A PETITION FOR ITS DISSOLUTION TO BE FILED WITH THE SUPREME JUDICIAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS BY THE AFFIRMATIVE VOTE OF A MAJORITY OF ITS MEMBERS; PROVIDED, HOWEVER, THAT UPON ANY LIQUIDATION, DISSOLUTION, TERMINATION, OR WINDING DOWN OF THE CORPORATION (WHETHER VOLUNTARY, INVOLUNTARY, OR BY OPERATION OF LAW), THE PROPERTY OR ASSETS OF THE CORPORATION REMAINING AFTER PROVIDING FOR THE PAYMENT OF ITS DEBTS AND OBLIGATIONS SHALL BE CONVEYED, TRANSFERRED, DISTRIBUTED, AND SET OVER OUTRIGHT TO ONE OR MORE ORGANIZATIONS CREATED AND ORGANIZED FOR CHARITABLE OR NONPROFIT PURPOSES SIMILAR TO THOSE OF THE CORPORATION, QUALIFYING AS EXEMPT FROM FEDERAL INCOME TAXATION UNDER IRC SECTION 501(C)(5) (OR OTHER PERMITTED SIMILAR QUALIFYING EXEMPTION), AS A MAJORITY OF THE CORPORATION'S MEMBERS MAY DESIGNATE BY VOTE, IN SUCH PROPORTIONS AND IN SUCH MANNER AS DETERMINED IN SUCH VOTE.

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

ARTICLE V

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

ARTICLE VI

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

Later Effective Date:

ARTICLE VII

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

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

No. and Street: 4 PARKER STREET

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

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

Title: PRESIDENT **Expiration of Term:** Until successor is elected and qualified

First Name: RICHARD **Middle Name:** E. **Last Name:** BURGESS

Residential Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Post Office Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Title: TREASURER **Expiration of Term:** Until successor is elected and qualified

First Name: RICHARD **Middle Name:** E. **Last Name:** BURGESS

Residential Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Post Office Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Title: CLERK **Expiration of Term:** Until successor is elected and qualified

First Name: RICHARD **Middle Name:** E. **Last Name:** BURGESS

Residential Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Post Office Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Title: DIRECTOR **Expiration of Term:** Until successor is elected and qualified

First Name: RICHARD **Middle Name:** E. **Last Name:** BURGESS

Residential Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

Post Office Address: 128 OLD ESSEX ROAD

City: MANCHESTER BY THE SEA **State:** MA **Zip:** 01944

Country: USA

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

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

Name: VITO GIACALONE

No. and Street: 10 WITHAM STREET

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

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residental address(es) are beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 26 Day of May, 2009
(If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state of other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.)

RICHARD E. BURGESS

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THE COMMONWEALTH OF MASSACHUSETTS

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

May 26, 2009 2:06 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

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

III NORTHEAST FISHERY SECTOR, INC. Summary Screen

Help with this form

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 001003607

Date of Organization in Massachusetts: 05/26/2009

Current Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:
No. and Street: 4 PARKER STREET
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:
No. and Street:
City or Town: State: Zip: Country:

The name and address of the Resident Agent:
Name: VITO GIACALONE
No. and Street: 10 WITHAM STREET
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	RICHARD E. BURGESS	128 OLD ESSEX ROAD MANCHESTER BY THE SEA, MA 01944 USA	Until successor is elected and qualified
TREASURER	EDWARD SMITH	333 SUMMER STREET MANCHESTER, MA 01944 USA	Until successor is elected and qualified
CLERK	LOUIS WILLIAMS	391 LAFAYETTE ST SALEM, MA 01970 USA	Until successor is elected and qualified
DIRECTOR	EDWARD SMITH	333 SUMMER STREET MANCHESTER, MA 01944 USA	Until successor is elected and qualified
DIRECTOR	LOUIS WILLIAMS	391 LAFAYETTE ST SALEM, MA 01970 USA	Until successor is elected and qualified
DIRECTOR	JAMES SANTAPAOLA	25 HIGHLAND ST. GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

DIRECTOR	PHILIP A. POWELL	65 CARSON TERRACE SWAMPSCOTT, MA 01907 USA	Until successor is elected and qualified
DIRECTOR	WILLIAM MUNIZ	8 LINK ROAD GLOUCESTER, MA 01930 USA	Powell
DIRECTOR	WILLIAM T. CUNNINGHAM JR.	6 BLAKE COURT GLOUCESTER, MA 01930 USA	Powell
DIRECTOR	RICHARD E. BURGESS	128 OLD ESSEX ROAD MANCHESTER BY THE SEA, MA 01944 USA	Until successor is elected and qualified
DIRECTOR	JOHN MONTGOMERY	1099 WASHINGTON STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	PETER LIBRO	273 WESTERN AVE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

__ Consent __ Manufacturer __ Confidential Data __ Does Not Require Annual Report

__ Partnership __ Resident Agent __ For Profit __ Merger Allowed

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Help

AMENDMENT 1 TO THE NORTHEAST FISHERY SECTOR III SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE APRIL 26, 2011

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

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

1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
2. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear
3. Limitation on the Number of Gillnets that May be Hauled on Georges Bank when Fishing Under a Groundfish/Monkfish Days-at-Sea (DAS)
4. Limitation on the Number of Gillnets for Day Gillnet Vessels
5. 20-Day Spawning Block
6. Limitation on the Number of Hooks that May be Fished
7. Length and Horsepower Restrictions of the DAS Leasing Program
8. Gulf of Maine (GOM) Sink Gillnet Mesh Exemption
9. GOM Sink Gillnet Mesh Exemption in May
10. Dockside Monitoring (DSM) requirements for Vessels Fishing West of 72°30' W. long.
11. DSM Requirements for Vessels Fishing on Both a Monkfish and Multispecies DAS in the Southern Fishery Management Area (SFMA) using 10-inch or Greater Mesh

AMENDMENT 2 TO THE NORTHEAST FISHERY SECTOR III OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE MAY 19, 2011

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

This amendment officially recognizes Atlantic Catch Data Ltd. as the authorized dockside monitoring service provider for the Northeast Fishery Sector III for fishing year 2011. Specific contact information, also found in Amendment 2, is:

Atlantic Catch Data Ltd.
99 Wyse Road, Suite 815
Dartmouth, Nova Scotia
CANADA, B3A 4S5
Phone 1+(902) 422-4745
Fax 1+(902) 422-9780

AMENDMENT 3 TO THE NORTHEAST FISHERY SECTOR III
2011 SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISEHRIES SERVICE JUNE 9, 2011

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

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

MRI	Permit	Vessel Name
8	148401	REBECCA ANNE
14	144413	AMANDA & ANDY II
51	220152	HELEN S III
56	220221	CHANDELLE
100	221769	JANIE M
117	149610	JULIE ANN
131	231019	JESSICA & AMANDA
147	230295	CABARET IV
157	138579	CLAUDIA MARIE
168	124106	FOXY LADY
173	150534	CAPE DORY
175	150358	BEACON
190	231329	KATHRYN LEIGH
204	231622	JENNIE C
207	231770	KAROLINE MARIE
214	233139	AARON & ALEXA
223	150593	WMF
228	146819	LORI B
234	240139	AVALON
238	150123	BLUE FINN SINGER
240	150286	RED TAPE AKA DOOGIE II
272	240362	PRETTY GIRL
320	150008	STARCRAFT
337	242738	HANNAH STORY
367	149318	RYAN ZACHARY
372	250311	MANFORD L PORTER
381	149591	2004 LOWE
443	149710	SOLINA SOO
446	250887	S S MELON III
459	149171	UNNAMED
525	150761	LOWE

535	310523	SALLY & KATHERINE
575	127504	AMBJORG & JULIE
1251	150603	ADDY
1288	148034	SEA SKIFF
1433	148668	FOXY LADY
1434	251009	MARILYN LOUISE
1439	231826	AMANDA & ANDY
1456	211652	FAIRWIND
1482	150217	CHESTY MCBOOB
1490	115998	DAVID & JENNA II
1531	150429	LUNDONER
1534	121155	DUNLIN
1551	212960	DOLORES J
1574	123717	TOOTS
1608	211998	LUCKY STRIKE
1639	115856	ALLISON CAROL
1647	150700	1988 SEANYMPH
1652	121338	LABOR IN VAIN
1701	240355	KENNETH J DUNCAN
1725	230222	COMET
1749	109652	STORM-N-NORMAN
1766	230139	AMANDA LEIGH
1770	127576	SASQUATCH III
1807	149719	HOLLYWOOD II
1843	222833	FAIR WIND V
1855	150780	SKIFF II
1859	240883	ASHLEY & ANTHONY
1921	150403	LOWE
1960	121546	SCOTIA BOAT TOO
1997	220748	CAROL ANN
2011	150058	1997 LOWE 10
2014	230636	BRITTANNIKA II
2019	241144	JANEL LEIGH
2032	146936	
2044	151201	LITTLE HUNTER II
2055	149334	LITTLE MAKO
2088	212924	LADY J
2127	151160	FOOLISH MOVE II
2165	118832	MISS MEREDITH
2176	221567	NEVER SATISFIED
2177	150275	BUREAUCRACY AKA PELICAN I
2179	150576	FAIR WIND

2192	100409	IRMA C II
2195	240441	CATHERINE F
2320	124061	MISS CARLA
2327	150785	MIKES SKIFF
2370	231161	DAVID & JENNA
2391	150665	MS8989AS
2804	149180	K & S
3354	150655	UNNAMED
3524	221275	CATHERINE M
3636	223677	TOBY ANN
3787	150943	FOOLISH MOVE
4116	135646	SUSAN KIMBERLY
4300	114880	NATIVE SON
4304	214923	STEPHANIE LYNN
4326	150748	SNAFU II
47802	148239	SEA OX
47872	146585	MERGANSER
47883	151167	NOTHING BUT TROUBLE
47905	147994	BECKY AND BEN
47926	148560	MISS MOLLY

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
NORTHEAST REGION
55 Great Republic Drive
Gloucester, MA 01930-2276

AUG 16 2011

Nicolas Brancaleone, Manager
Northeast Fishery Sector III
10 Witham Street
Gloucester, MA 01930

Dear Mr. Brancaleone:

This letter is in response to your request to amend the approved fishing year (FY) 2011 Northeast Fishery Sector III (NEFS III) operations plan by adding one new exemption from the requirement to maintain a vessel monitoring system (VMS) powered while at the dock.

NOAA's National Marine Fisheries Service has approved the addition of this exemption for NEFS III vessels through an amendment to the approved FY 2011 NEFS III operations plan. Please attach a copy of the enclosed amendment to all copies of the approved NEFS III operations plan. Also enclosed are new letters of authorization (LOA) for all members of NEFS III. Vessels must have updated signed LOAs on board prior to using the new exemption.

If you have additional questions, please contact Mark Grant at 978-281-9145.

Sincerely,

George H. Darcy
Assistant Regional Administrator
for Sustainable Fisheries

cc: NEFMC

enclosure

AMENDMENT 4 TO THE NORTHEAST FISHERY SECTOR III SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE AUGUST 16, 2011

EFFECTIVE AUGUST 16, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment approves 1 additional exemption for Northeast Fishery Sector III. The new exemption is from the:

1. Requirement to maintain a vessel monitoring system (VMS) powered while at the dock.

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

1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
2. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear
3. Limitation on the Number of Gillnets that May be Hauled on Georges Bank when Fishing Under a Groundfish/Monkfish Days-at-Sea (DAS)
4. Limitation on the Number of Gillnets for Day Gillnet Vessels
5. 20-Day Spawning Block
6. Limitation on the Number of Hooks that May be Fished
7. Length and Horsepower Restrictions of the DAS Leasing Program
8. Gulf of Maine (GOM) Sink Gillnet Mesh Exemption
9. GOM Sink Gillnet Mesh Exemption in May
10. Dockside Monitoring (DSM) requirements for Vessels Fishing West of 72°30' W. long.
11. DSM Requirements for Vessels Fishing on Both a Monkfish and Multispecies DAS in the Southern Fishery Management Area using 10-inch or Greater Mesh