TRI-STATE SECTOR

MEMBERSHIP CONTRACT

Fishing Year 2011

(May 1, 2011 – April 30, 2012)
Submitted March 22, 2011

ARTICLE I – Definition of the Parties

This document shall serve as the membership contract between each signatory member and the Tri State Sector. It is paired with the Sector Operations Plan, and all terms in the Operations Plan are binding to the Members who sign this contract. This contract is not complete unless accompanied by the Sector Operations Plan.

Section 1.1 Member's Organization and Authority

Each Member asserts that, as an entity, it is duly organized, validly existing and in good standing in its state of organization and has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents.

This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with both its terms and those of the Sector Operations Plan as approved by the National Marine Fisheries Service.

Each of the Members represent that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Section 1.2 Sector Organization and Authority

The Tri State Sector, hereafter 'Sector', is a legal entity incorporated in the state of Maine and as a nonprofit 501-c-(5) by the IRS, as such, it may be held liable for the violations committed by its members.

The Tri State Sector has been approved as one of several sectors operating in the Northeast Multispecies Fishery under the terms of the federally authorized fishery management plan (FMP or Plan) for 2010 and by submitting this contract and accompanying Operations Plan is requesting approval for operating in fishing year 2011.

ARTICLE II – Membership

Section 2.1 Eligibility

To qualify for becoming a member of the Sector, each member has been issued a limited access multispecies permit which has a 'potential sector contribution' (PSC) associated with it. The PSC is based on the permit's landings history for FY 1996 through 2006 under Amendment 16, (May 1, 1996 – April 30, 2007) and represents the permit's contribution to the sector's Annual Catch Entitlement (ACE). However, some limited access multispecies permits were previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed Gear Sector. The PSC for GB cod for those permits is based on the permit's landings history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001 fishing years).

Notwithstanding the list of Participating Vessels set forth on the signature pages, for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at any given time.

Section 2.2 Length of Member Commitment

Each Member hereby agrees that each of its Permits and the related Participating Vessels will remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the "Commitment Period"); provided, however, that if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member's Commitment Period, then the obligation of such Member shall terminate on the last day of the last fishing year for which the Sector's Operation Plan and Agreement shall have received approval from NMFS.

Section 2.3 Renewal for Future Years

Each member is assumed to be in the Sector for 2012 unless they notify the Sector in writing by August 1, 2011, though the Sector Manager will have to gather signatures on an annual basis for submission to NMFS no later than September 1 of the year prior to the next fishing year unless otherwise authorized by NMFS.

Section 2.4 Proof of Membership

Upon approval of the Sector's operations plan for the 2011 fishing year, each sector vessel will be issued a Letter of Authorization (LOA) by the Regional Administrator specifying the exemptions granted. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA. The LOA with a copy of the approved Operations Plan for 2011 must be carried on board the vessel at all times in the Sector Manual. The Sector Operations Manual shall serve as Proof of Sector Membership and shall be made available to any NMFS or enforcement officials upon request.

Section 2.5 Member Obligations Apply Only to Participating Vessels

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear that is capable of harvesting multispecies species managed under the Northeast Multispecies Fishery Management Plan.

Each Member agrees to ensure that all operators and crew of its Participating Vessels fully comply with the obligations set forth in this Agreement. Each Member further agrees to accept full responsibility for the actions of any such operators that result in a violation of this Agreement.

Section 2.6 Additional Member Obligations

NMFS requires that the Operations Plan governing the sector include a list of all state and federal permits held by the members along with an indication of whether those permits are enrolled in another state or federally authorized sector. Members agree to provide the Manager with a comprehensive list of their state and federal permits prior to August 31.

Additionally, the Operations Plan must include information regarding the activity level in the sector of Participating Vessel, that is, whether each participating vessel will be active on Sector trips or not. Members agree to provide the Manager with their best estimation of whether each Participating Vessel will actively fish on Sector trips during the upcoming fishing year prior to August 31.

Members are required to furnish the Sector Manager with the MRI, federal permit number, PSC and allocation of each multispecies stock for each permit they are enrolling in the Sector.

Section 2.7 Sector and Member Reporting Requirements

The Sector Manager is required to aggregate all participating vessel catch information from participating vessels' sector trips and report <u>weekly</u> to the National Marine Fisheries Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS will be required on a daily basis. Such threshold is defined as that point when either 80% of the Sector's allocation for any stock is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion the Sector's ACE for any stock is harvested, whichever occurs first. Additionally, the Sector is required to submit an Annual Report of all landings of all species caught by sector vessels for the entire fishing year within 60 days of the end of the multispecies fishing year.

Weekly reports to NMFS may include a section notifying NMFS of outstanding catch records. Any resolutions and / or ongoing internal sector investigations may be noted as required.

The Manager will develop and submit reports to NMFS by gathering and aggregating data from all available data sources, including but not limited to:

1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
2. Dockside Monitors (as required by NMFS));
3. Dealers, (including paper dealer receipts from each offload transmitted to the Manager within 24 hours of the vessel offloading, as well as dealer reports posted on the NMFS 'sector information management' web portal);
4. Discards and assumed discard rates (as calculated by NMFS based on the Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
5. Any other data sources as they are available.

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch from sector trips (including discards) by pounds, by species, and by broad groundfish stock area to the Sector Manager so she can determine which stock of a species has been caught.

In order to develop and submit each required report, all members agree that they are responsible for transmitting all catch information from all sector trips to the Manager within 24 hours of the Participating Vessels' unloading. The minimum information that must be transmitted to the Sector Manager includes a complete and legible VTR and dealer weigh-out receipt. Members and vessel operators may be subject to investigation and/ or penalty if they do not meet the 24 hour deadline for submitting catch information. Such information may be transmitted electronically or by fax or other means as determined by the Manager as long as it is transmitted within 24 hours of each landing.

The Manager shall maintain all catch records and shall, upon the request of any Member, provide the Member with the Sector's aggregate catch information that is generated from such records. Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and dealer data as submitted to NMFS to compile the annual report.

Each member acknowledges and agrees that, in addition to reporting to the sector manager, all participating vessels are responsible for complying with all permitting requirements, recordkeeping, catch reporting, and VMS requirements described in the federal regulations for the fishery (50 CFR part 648).

Each Member further acknowledges and agrees that it is responsible for ensuring timely reporting in accordance with the provisions of this Section and failure to deliver the reports for a Member's Participating Vessel in accordance with this Section shall be deemed a breach of this Agreement by such Member.

Section 2.8 Enforcement and Penalties

Investigation, enforcement procedures as well as penalties and terms for expulsion are explained in detail in the Sector Operations Plan as required by NMFS and are hereby incorporated by reference.

Section 2.9 Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable if they or their hired captain or crew

1. discard legal sized fish for which the sector has an allocation; and/or
2. misreport catch; and/or
3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated stock (an overage) as specified in Federal regulations.

ARTICLE III – SECTOR ADMINISTRATION

Section 3.1 Board

The Sector shall be governed by a Board of Directors which shall be elected according to the Bylaws.

Section 3.2 Sector Manager

The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the "Manager"), which Manager shall have the authority to manage the day-to-day business of the Sector and submit all sector reports as required by NMFS.

Section 3.3 Sector Manager Authority

Members agree and acknowledge that the Sector Manager shall have the authority to monitor the fishing, fish offload, and fish sale activities of the Members and all Participating Vessels and to take such other actions as may be necessary, to ensure compliance by the Members, their Permits and Participating Vessels with this Agreement and all other Sector requirements as may be adopted under the terms of this Agreement, the Sector Operations Plan, the Sector's Bylaws, Sector Board Policy and all other applicable laws, rules and regulations.

Such actions to enforce this Agreement, subject to the authority of the Board or a committee delegated thereby, the Sector's Bylaws or any other agreement relating to the Sector's internal governance, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders which may be enforced by NMFS Office of Law Enforcement.

The Manager shall also act as the liaison between NMFS and the Sector and shall assist Members in their dealings with NMFS if so requested.

Section 3.4 Membership Dues

The Board shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including the payment of the Manager's salary), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

Section 3.5 Purpose of the Sector

The Sector shall allow Participating Vessels to fish under an allocation and be exempted from several fishery management regulations including but not limited to Days At Sea, trip limits, some gear requirements and certain 'rolling' closed areas on Georges Bank and in the Gulf of Maine by completing all reporting and authorization requirements and monitoring all Sector activities to ensure compliance with applicable laws and regulations.

ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation

Section 4.1 Individual Permit Transfers

Each Member agrees that so long as it is a party to this Agreement, such Member shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur;

1. Members shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any non-Sector permit; and
2. Members shall comply with the right of first refusal provisions prior to the consummation of any proposed sale, lease or transfer permitted hereunder.

Section 4.2 Individual Share Transfers

Each member agrees that so long as it is party to this agreement, such member may choose to lease all or a portion of their individual share of the sector's allocation to another member or to another sector, for the duration of the current fishing year provided that all sector members shall have to opportunity to match such written offer as described under section 4.3 'Right of First Refusal'.

Section 4.3 Right of First Refusal

In the event that any Member (a "Selling Member") at any time proposes to sell, transfer or lease (a "Sale") its Permit and/or any part of its Share to any proposed Buyer who shall make a good faith, bona fide written offer, then the Selling Member shall first deliver to all Sector Members a written notice ("First Refusal Notice") that the Selling Member proposes to make such Sale, transfer, or lease which First Refusal Notice shall state the identity of the prospective Buyer, state the amount of consideration for the Permit or any part of its share and the material terms and conditions upon which the proposed Sale, transfer or lease is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), represent that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer.

The Sector Members shall have a period of **ten (10)** calendar days following the First Refusal Notice Date (the "Election Period") in which to elect to purchase or lease the Permit or any part of the Permit's share at the price and subject to the same material terms and conditions set forth in the First Refusal Notice.

The Sector Members shall exercise the right to purchase or lease such Permit or share by delivering a written notice ("Election Notice") to the Selling Member within the Election Period. In the event that a Sector Member desires to purchase the Permit or share, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit or share, which shall be no later than 45 calendar days after the First Refusal Notice Date.

If a Sector Member has not elected to purchase the Permit within the Election Period, then the Selling Member is free to sell the Permit or share to the Buyer; provided that such sale is on the terms and conditions specified in the First Refusal Notice.

ARTICLE V - Concluding Contract Language

In Witness whereof, by signing this page, the undersigned has enrolled the listed permits in the Tri-State Sector and executed the Agreement known as the Tri-State Sector Operations Plan for the 2010 fishing year, as of the date written below.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Tri-State Sector, provided such notice is postmarked no later than December 31, 2009.

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 Sustainable Harvest Sector 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.

This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector management, it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

TRI-STATE SECTOR

OPERATIONS PLAN
for

FISHING YEAR 2011

Submitted September 1, 2010

This OPERATIONS PLAN is entered into as of this 31st day of August, 2010, and revised as required by the National Marine Fisheries Service (NMFS) on _____ for approval by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a "Member" and, collectively, the "Members") for participating in the Tri- State Sector for the Fishing Year (FY) 2011 (May 1, 2011 – April 30, 2012).

ARTICLE I GENERAL INFORMATION

Section 1.1 Description of the Tri State Sector

The Tri State Sector (TSS) is comprised for eligible holders of Northeast (NE) multispecies limited access permits who have agreed, by signing the accompanying contract, to participate in and abide by the terms of this Operating Plan for the 2011 fishing year. The contract and associated signature pages are attached as Exhibit E.

Section 1.2 Incorporation as a Legal Entity

The Tri State Sector is a legal entity incorporated in the state of Maine and as a non profit entity by the IRS, as such it may be held liable for the violations committed by its members.

Section 1.3 Definition of Sector as Three Entities

The NE multispecies Fishery Management Plan (FMP) defined 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 number 150611 under the distinct ownership of Jeffrey Carver; permit number 149404 under the distinct ownership of Michael Ginley; and permit number 320287 under the distinct ownership of Joseph L Rose.

Section 1.4 **Fishing Locations**

Sector vessels will fish on the waters of the Gulf of Maine, Georges Bank and Southern New England/Mid Atlantic on sector trips. Sector Trips are trips declared by a sector vessel into the groundfish fishery via VMS or IVR, as appropriate. This includes trips directed on groundfish, dogfish, skates, and on monkfish when they have not used up their multispecies (groundfish) Days At Sea (DAS). On sector trips all groundfish catch counts against the sector's ACE. Groundfish catch by sector vessels on trips in exempted fisheries, under the Atlantic sea scallop limited access DAS or general category permit regulations, under the Atlantic herring regulations, or when fishing on exempted species (e.g., fluke, scup, etc.) or with exempted gear (gear considered incapable of catching groundfish such as pelagic longline and gillnet gear, pots and traps, pound nets, surfclam/ocean quahog dredges, etc.) do not count against a sector's ACE.

ARTICLE II MEMBERSHIP

Section 2.1 New Members

The owner of a permit that is eligible to join a sector but is not enrolled as a Member (and/or whose permit is not so enrolled), may apply to the Manager for membership in the Sector. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its Permit included as a Permit.

Notwithstanding the foregoing, no such admission shall be effective until the new Member has paid the annual entry fee as set by the Board of Directors and has agreed in writing to be bound by, and to cause its Permit and Participating Vessel to comply with the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

Section 2.2 Agent for Service of Process

The Sector's attorney shall be the designated agent for service of process. He is:

Mr. Nicholas H. Walsh, P.A.
111 Commercial Street,
Portland Maine 04101

The following individual is authorized to act on behalf of the TSS:
Cindy Smith, Sector Manager
Tri State Sector
PO Box 6403
Brunswick, ME 04011

Section 2.3 Membership

Membership in the TSS is voluntary and for the duration of the 2011 fishing year. This operations plan is submitted for a one year period consisting of fishing year 2011.

ARTICLE III ALLOCATION and DISTRIBUTION of ACE

Section 3.1 **Annual Distribution**

Each Member hereby acknowledges and agrees that the Annual Catch Entitlement (ACE) of multispecies authorized by NMFS to the Sector (the ACE) shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit D.

Sector members will be allocated a portion of the Sector's total allocation based on the proportion of each stock that they contribute to the Sector's initial ACE. Those members who have more than one vessel enrolled in the Sector may decide to consolidate their fishing effort to one or more vessels.

The shares allocated to individual Sector members will be monitored through trip by trip reporting of all allocated stocks (catch by stock area). It is anticipated that through trip reporting of catch by stock area, the sector manager will be able to track the sector's ACEs on a real time basis.

The attached roster (Exhibit B) lists all permits in the Sector and indicates whether the vessel is expected to be active in the groundfish fishery in 2011.

Section 3.2 **Reserve**

Each Member agrees that a reserve in the amount of **10%** of allocated stocks within the initial ACE will be established to ensure that the Sector remains in compliance with its ACE limit. The amount of the reserve shall be deducted from the ACE before such ACE is distributed among the Members, their Permits and their Participating Vessels.

Section 3.3 **Distribution of Reserve**

If the Board determines that the ACE in the Reserve will not be fully harvested by April 1 by the Participating Vessels, the Board shall vote to either carry forward the remaining ACE into the next fishing year or to authorize the harvesting of the reserve by the Members and their Participating Vessels.

Section 3.4 **Consolidation and Redistribution of Catch/Effort**

It is the intent of the Members to harvest the ACE in accordance with the Harvesting Rules described in Exhibit D. To the extent that any consolidation or redistribution of catch or effort occurs between Members, such consolidation or redistribution will be for the duration of the fishing year for which this Agreement is approved. Any ACE leases or transfers that occur in a single fishing year will be for the duration of that same fishing year.

It is expected that the fishing activity in the groundfish fishery of the vessels listed in Exhibit B as active or inactive will not substantively change during the 2011 fishing year. It is the intent of the Members to continue their historical participation in the scallop, monkfish, fluke, skate, dogfish, squid, whiting, and shrimp fisheries for which they possess federal or state permits.

3.4.1 **Consolidation**

In FY 2009, 14 (63 %) of the 22 permits initially enrolled in the Tri-State Sector for FY 2010 were attached to vessels actively fishing for NE Multispecies. Three of those permits dropped from the roster before the start of the 2010 fishing year. In FY 2010, the Tri State Sector had 19 permits enrolled; of those permits, 6 actively fished for NE multispecies in FY 2010.

For fishing year 2011, the Tri state Sector will have 19 permits, of which 6 were active in 2010. The Tri State Sector expects that compared to FY 2010 there would be no changes from the activity level in fishing year 2011. Those permits that are not attached to active NE multispecies vessels in FY 2010 are the same permits that leased out their allocations in FY 2010. In most cases, a member who owns multiple permits fished the allocations of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

Consolidation and Redistribution of ACE

In FY 2010, 30% of the permits enrolled in the TSS for FY 2011 are attached to vessels actively fishing for NE multispecies. For FY 2011, the TSS has 19 permits currently enrolled. Of those permits 19 ,30%, are anticipated to actively fish for NE multispecies in FY 2011. While these numbers may change, the TSS expects that, compared to FY 2010, there would be no change from the consolidation that previously occurred within the sector during FY 2010. The member permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits that leased out their PSC in FY 2010. In (choose one all/most) cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in **no** additional consolidation.

3.4.2 **Redirection of Effort**

The Tri-State Sector anticipates that vessels will not increase or switch fishing efforts into other fisheries. It is the intent of the Members to continue their historical participation in the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and shrimp fisheries for which they possess federal or state permits.

ARTICLE IV FISHING RESTRICTIONS and EXEMPTIONS

4.0.1 **Hot-Spot Reporting System**

Each member agrees to report to the Sector Manager any areas of high bycatch including undersized regulated species, observed spawning areas and/or any stock for which the Sector is

approaching their threshold. Upon receiving a hot spot report, the Sector Manager will send an alert to all member vessels to avoid those particular areas.

4.0.2 **Additional Area or Gear Restrictions**

Each member agrees that the Board of Directors may impose seasonal area or gear restrictions to avoid catch (including discards) of species of particular concern (i.e. species for which the Sector ACE is low.)

Section 4.1 **Exemptions**

Requested Exemptions

The Tri-State Sector requests exemption from the following management measures:

1. The 120-day block out of the fishery for gillnet vessels.
2. The 20-day spawning block out of the fishery required for all vessels.
3. Limitation on the number of gillnets for Day gillnet vessels.
4. Prohibition on a vessel's hauling another vessels gillnet gear.
5. Prohibition on the number of gillnets that may be hauled on Georges Bank when fishing under a Groundfish/Monkfish, DAS
6. Length and horsepower restrictions on DAS leasing.
7. Limit on the number of hooks that may be fished.
8. Access to Gulf of Maine Sink Gillnet Program
9. Access to the US/CA areas for trawl vessels starting August 1
10. Gear requirements in the US/CA areas
11. Dockside Monitoring requirements for vessels fishing west of 72-30'W
12. The requirement to keep VMS powered and operational when tied to the dock or on a mooring.
13. Detailed measurement requirements for the Rhule, Separator and Eliminator Trawls
14. DSM requirements on trips targeting dogfish, monkfish, or skates
15. DSM requirements on a trip that has an At Sea or NEFOP observer
16. Requirement to delay offloading due to late arrival of Assigned Dockside Monitor
17. Prohibition on offloading non-allocated species prior to arrival of assigned dockside monitor.

ARTICLE V CATCH MONITORING AND REPORTING

Section 5.1 Participating Vessel Catch Reports

All participating vessels are required to report to NMFS as required by the federal regulations for the FMP in addition to reporting to their sector manager.

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch from sector trips (including discards) by pounds, by species, and by statistical area on the VTR, transmitted to the Sector Manager within 24 hours of landing so the Manager can monitor the sector's allocation and harvest on a trip by trip basis. Members will provide a copy of their official Vessel Trip Reports and other reporting documents authorized by NMFS to the Sector Manager within 24 hours of offloading fish in the form and manner prescribed by the Manager. The Members agree that the Manager shall maintain these records. The Manager shall, upon the request of any Member, provide such Member with the Sector's aggregate catch information that is generated from such records.

Vessel operators may be subject to investigation and/ or penalty by the sector if they do not meet the sector-determined deadlines for submitting their VTRs, dealer and dockside monitoring reports.

Section 5.2 Catch Verification

The Manager (or his designated agent) shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's catch records with the dealer reports for such Participating Vessel, on a continuing and frequent basis.

Each Member agrees to cooperate fully with any and all requests for information or data that are made by the Manager or the Infractions Committee in an effort to resolve any discrepancy

Section 5.3 Sector Reporting

The Tri-State Sector will submit required weekly and, when required, daily reports to NMFS using the format and procedures prescribed by NMFS.

The Sector Manager will report weekly by gathering and aggregating data from vessels (Vessel Trip Reports (VTRs)), Dockside Monitors dealers, (including but not limited to the weekly electronic dealer reports to be posted on the NMFS 'sector information management' web portal), daily discard rates as calculated and supplied by NMFS based on the Northeast Fishery Observer Program (NEFOP), and other data sources as they are available. The Manager shall, on a weekly basis, transmit to NMFS such aggregate catch information generated from such reports ("Aggregate Reports"). Weekly reports shall consist of the following:

- Sector Manager ACE Status Report: The ACE Status Report provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16. Information includes the original ACE at the start of the fishing year, the current ACE, harvested ACE, and the percent harvested to date.
- Sector Manager Detail Report: The Sector Manager Detail Report provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.
- Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement, data quality, or other issues. The sector manager submits one Issue Report per reporting period.

Weekly reports will include any enforcement or reporting compliance issues, including violations of sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with dockside monitoring or sector operations during the reporting period and a section notifying NMFS of outstanding catch records and the results of any investigations into data discrepancies. Any resolutions and / or ongoing internal sector investigations will be noted.

The reporting due date for the Sector Manager's weekly report will be increased to daily when a threshold of either 80% of any of the Sector's ACE is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion the Sector's 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. When a threshold triggering increased reporting frequency has been reached, the sector manager will notify NMFS by email.

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

Section 5.4 **Not Exceeding the Sector's Allocation**

In addition to the **10%** of the ACE of each stock that will be set aside in reserve, the sector will avoid exceeding their ACE for any stock by having trip by trip reporting by all vessels actively fishing to the sector manager of the catch and discards of allocated stocks.

By keeping close track of the catch of all participating vessels, and close accounting of the sector's allocation of each stock, the sector manager will be able to alert all members if it is necessary for them to stop fishing.

If the weekly reporting indicates that sector catch is approaching the reserve, then the sector manager will issue a temporary 'stop fishing order' to all members (to ensure the sector's ACE is not exceeded) until the Sector Manager acquires additional ACE, or until any discrepancies

(which may have clouded the calculations of actual catch) are resolved.

The Tri State Sector will allow the internal transfer of shares from one member to another, which will be tracked and recorded by the sector manager. These internal share transfers will be critical to prevent each sector member from exceeding his own portion of the share.

At the request of any member, at any time, and before the sector as a whole catches 80% of the ACE of any stock, the sector manager may seek additional shares to lease/trade from other sectors. NMFS will be notified of any transfers between sectors and members acknowledge that no transfer is in effect until it has been approved by NMFS and such notice received by the sector manager.

If the sector reaches or exceeds its ACE for any allocated stock, the sector manager will immediately issue a stop fishing order to all participating vessels. If additional ACE is acquired, then the 'stop fishing order may be suspended.

Finally, instead of authorizing the harvest of the reserve in the final month of the fishing year, the sector may choose to carry forward up to 10% of their ACE as allowed under the regulations.

Section 5.5 **Annual Report**

The Manager shall prepare and submit to NMFS an annual year-end report on the fishing activities of its Members, including the harvest levels of all Participating Vessels of all species, any enforcement actions taken against the Members, their Permits or Participating Vessels, and other information necessary to evaluate the Sector's performance as directed by NMFS.

Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and dealer data as submitted to NMFS to compile the required annual report.

ARTICLE VI Monitoring Requirements

Section 6.1 Dockside Monitoring

Each member agrees to comply with the dockside monitoring provisions described in the following section and the NMFS Dockside Monitoring regulations in 50 CFR 648.87.

The Tri-State Sector will contract with one or more NMFS-approved monitoring providers to provide dockside and/or at sea monitoring services before May 1, 2011 and will notify NMFS of its selection.

If a Dockside Monitoring Company contracted by the Tri State Sector loses its certification during the fishing year, the Sector will establish a contract with another approved company and notify NMFS.

Dockside monitors will be deployed in such a way as to achieve the NMFS required coverage of trips that is random and representative of the fishing activities of the Sector.

6.1.1 Vessel Hails

All members agree to hail 'Trip Start' and 'Trip End' via VMS to NMFS who forwards it to the Sector Manager and the Dockside Monitoring Company.

Vessels will send the **Trip End** hail via VMS to their selected Dockside Monitoring Company and NMFS at least six hours in advance of landing to allow a Dockside Monitor (DM) to be present in time to witness offloading

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will be sent upon completion of the last tow (or haul) with all 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.

The dockside monitoring company is required to send a confirmation of receiving the Trip End hail and whether the vessel will have a Monitor present for offloading OR they will be issued a Waiver for the trip. If the vessel operator does not receive a confirmation of the Trip End hail, he must call the Dockside Monitoring Company by back-up system (phone) prior to landing. The dockside monitoring company will also notify the Sector Manager and NMFS Law Enforcement when it sends the confirmation with the complete hail Trip End information and whether the vessel will have a Monitor present at offloading or not.

If the vessel is selected for dockside monitoring, then the vessel will not offload unless a Monitor is present.

In the event of bad weather or other emergency that results in a participating vessel entering port without being able to give six hour notice prior to landing, the vessel will notify the sector manager and the Dockside monitoring company as soon as it is safe to do so. Such notification will include all required trip end hail information. Upon receiving such notification, the Dockside Monitoring Company will send a confirmation and inform the vessel if it will have a dockside monitor or receive a waiver for the trip, and will also notify NMFS, by email or phone of the unexpected arrival in port. If assigned a Dockside monitor, then all participating vessels agree to not unload fish unless a Dockside Monitor is present. Further, the vessel owner agrees to pay any additional costs for the required DM as may accrue as a result of invoking the landing port exception.

If a Tri State Sector vessel decides to offload at more than one facility, they agree to have a DM present during offload at each location.

Section 6.2 **At-Sea Monitoring**

The TSS does not plan to have any additional At Sea Monitoring coverage beyond that provided by NMFS as part of the NEFOP.

ARTICLE VII Discards and Overages

Section 7.1 Discard Rate

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.

The TSS will commence operations (when approved through the federal rule making process) for FY 2011 with discard rates provided by NMFS and will apply in-season discard rates as provided by NMFS.

The members of the Sector agree that discards will be calculated as directed by NMFS. The resulting Sector-specific discard rate will be applied to all Sector trips.

Section 7.2 Overages

7.2.1 Individual exceeding an individual allocation of a stock

The Sector Manager will issue (and may ask NMFS to enforce) a temporary 'Stop Fishing Order' to any participating vessel that has fished 90% of its share for any stock until additional allocation for that stock has been acquired. The vessel owner will be responsible for acquiring additional ACE for that stock, first from within the Sector, and if none is available, then he will notify the Sector Manager to assist him in acquiring additional ACE of that stock from another sector at his own expense.

If the Sector Manager is not able to acquire additional ACE of that stock then the Manager will issue a "stop fishing order" for the duration of the fishing year to that individual member for that stock area where his vessel exceeded his share.

7.2.2 Individual exceeding the allocation of a stock for the entire sector

To prevent an overage, the Tri-State Sector agrees to set aside **10%** of their ACE as a reserve. The Sector expects to acquire additional ACE from other sectors as needed during the fishing year to prevent exceeding its ACE of any stock.

If anyone in the Sector causes the Sector's allocation of any particular stock to be exceeded, the Sector Manager will issue a "Stop Fishing Order' and then attempt to acquire additional ACE for that stock at the expense of the individual whose vessel caused the ACE to be exceeded. If the Sector Manager is not able to acquire additional ACE of that stock, then member vessels will be prohibited from fishing in that stock area on sector trips directed at groundfish, dogfish,

monkfish or skates (because all groundfish caught on sector trips in those fisheries counts against the Sector's ACE).

The Sector Board will initiate an investigation into how an ACE was exceeded and develop mechanisms to prevent it from happening in the future. Such mechanism may include, but will not be limited to, increasing the Sector's reserve percentage.

Each member acknowledges and agrees to account for any overage, and agrees to the overage penalties detailed in Exhibit A.

Each member acknowledges that if the Sector exceeds its ACE, then NMFS will reduce the Sector's allocation of that stock by the appropriate amount in the subsequent fishing year. If there is not enough ACE to subtract from the sector's allocation in the second year to cover the overage from the previous year the Sector's ACE for which the overage occurred will be temporarily reduced to zero for the second fishing year, unless and until the Sector can acquire sufficient ACE from another sector to cover the remaining overage from the first year.

Each member acknowledges that if the Sector disbands completely and no Sector exists to cover the overage deduction in the following year, or there is insufficient ACE in year two to cover the year one overage, then, to account for the overharvested fish, each member will be held responsible having its individual permit's PSCs (if the vessel is in a sector) or DAS allocation (if the vessel is in the common pool) for the following year reduced by NMFS.

ARTICLE VIII ENFORCEMENT

Section 8.1 Agreement Enforcement

Each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Each Member agrees that the Sector, through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members.

Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules and any Schedule of Penalties.

Section 8.2 Restrictions on Fishing Activity

The Members acknowledge they may be held jointly and severally liable for civil penalties to NMFS that result from

1. any member causing the Sector to exceed its ACE;
2. any member discarding legal sized allocated groundfish;
3. any member or vessel operator misreporting their own catch and discards of allocated groundfish species to NMFS or the Sector Manager; and/ or

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances.

Therefore, the Members acknowledge and agree that each of them will comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

Section 8.3 Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement (ACE) overages as specified in Federal regulations.

Section 8.4 Infractions Committee

Prior to the start of the fishing year, the Board shall appoint an infractions committee (the “Committee”) to ensure fair, consistent and appropriate enforcement of this Agreement, the

Harvesting Rules, the Plan and other Sector requirements as adopted under the terms of this Agreement and the Sector's Bylaws.

The Committee will be comprised of at least one Board member and 2 actively fishing members, excluding any Board member who may be subject to investigation.

The Committee shall annually prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (the "Schedule of Penalties"), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws.

The Board shall review and approve any Schedule of Penalties prior to the commencement of the fishing year.

In addition, the Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees.

Such enforcement measures may include expulsion of the violating Member under Section VIII and /or issuing a "stop fishing" order against such Member.

If a member has been issued a "stop fishing" order the Sector Manager will notify NMFS immediately by email, followed by mail.

Section 8.5 **Procedures for Investigations**

In addition to the Manager's authority to invoke penalties under the Schedule of Penalties, the Manager may, on her own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager's or Member's opinion that an infraction occurred.

The Committee shall operate as a "blind" committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, to investigate the matter further and to recommend action, if any, to the full Committee.

Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to impose any penalties prescribed in the Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, or issue "stop fishing" orders.

The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, and are uniform with those reached in similar circumstances.

All appeals from such Committee action shall be taken in accordance with Section 8.9. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

Section 8.6 **Penalties for Violations**

Any penalties that are imposed upon a Member by the Sector pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

Section 8.7 **Penalties and Attorneys' Fees**

Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement.

To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement.

In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

Section 8.8 **Application of Penalties, Fines and Damages**

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector.

Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the resource and those that harvest the resource.

Section 8.9 **Appeal from Committee Decision**

If the Committee has determined, pursuant to the procedures set forth in Section xx, that a Member has violated this Agreement or makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation section on catch verification), such violating Member shall have five business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty.

Such request shall be made in writing and shall be addressed to the Board.

The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan are uniform with those reached in similar circumstances.

Section 8.10 **Dispute Procedures**

Prior to instituting any litigation or other dispute resolution, the parties shall follow applicable procedures set forth in this Agreement, including specifically Sections 8.9, for the resolution of such dispute.

Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

Section 8.11 **Indemnification**

Each party that violates this Agreement (the "Indemnitor") hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an "Indemnitee") in respect of their respective Losses; provided that such losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or

relates to this Agreement violation of applicable laws, rules or federal fishery regulations or breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws.

The indemnification obligations of the parties shall be joint and several.

For the purposes of this Section, "Losses" shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys' and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing.

The obligations under this Section shall survive the termination of this Agreement and the expulsion of any Member pursuant to **Article IX.**

ARTICLE IX EXPULSION OF MEMBERS

Section 9.1 **Cause**

The Members agree that any Member may be expelled from the Sector if the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, such Member has been convicted of a serious crime, or such Member has not paid its membership dues and/or poundage fees as required by the bylaws.

Section 9.2 **Procedure**

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request").

Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion.

The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request.

The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels.

Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. Board members cannot vote on the expulsion of one or more of their own vessels.

As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a NE multispecies DAS program during the remainder of such fishing year.

Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS by email, followed by mail, that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

ARTICLE X EXPECTATION OF NMFS ENFORCEABILITY

Section 10.1

The following sections of this Operations Plan **will not be enforced by NMFS**, but are administrative to Sector Operations.

Article I, Sections 1.1-1.4

Article 2, Sections 2.1 and 2.3;

Article III, Sections 3.1, 3.2, 3.3, 3.4, 3.4.1, 3.4.2;

Article IV, Sections 4.01, 4.0.2;

Article V, Section 5.1 and 5.2;

Section 10.2

The following sections **will be enforced by NMFS** as they are required by federal regulations.

Article II, Sections 2.2

Article IV, Sections 4.1

Article V, Sections 5.3-5.5

Article VI, Section 6.1 (all)

Article VII, Sections 7.1, 7.1.2, 7.1.3

Article VIII, Section 8.1, 8.2, 8.3

Article IX, Expulsion will be enforced by NMFS

EXHIBIT A: ALLOCATION AND PENALTY SCHEDULE

Penalty Schedule			
VIOLATION	**FIRST**	**SECOND**	**THIRD**
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to $5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	$5,000-$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	$2,000-$50,000 (stop fishing order for 30 days) and all legal and administration fees	$10,000-$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Expulsion and all legal and administration fees
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized SECTOR to be in violation of its agreement.	Up to $50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	$10,000 and all legal and administration fees	N/A	N/A

EXHIBIT B: ROSTER WITH EXPECTED ACTIVITY FOR FY 2011

count	MRI	PERMIT	VESSEL NAME	Acitve 2010?	Expected Active 2011?
1	578	330823	PACIFICS	N	N
2	585	320266	CAPT RALPH	Y	Y
3	591	320287	SUSAN ROSE	Y	Y
4	635	320549	BAILEY BOY	N	N
5	721	330153	C-VENTURE	Y	Y
6	723	330812	BALD EAGLE II	N	N
7	724	330161	JOYCE D	Y	Y
8	752	330786	SASSY SARAH	N	N
9	785	310988	VICKIE II	N	N
10	788	410584	LADY ANNA	N	N
11	875	330873	BRIDGOT DENISE	Y	Y
12	1852	150611	SALLY J	Y	Y
13	2122	241823	CHARLIE III	N	N
14	2325	150797	TRI WERX	N	N
15	2692	150529	BEACON	N	N
16	3015	149404	DH BOATWORKS	Y	Y
17	3327	150763	Dolphin	N	N
18	1835	222163	JEAN B	N	N
19	201	231525	SHOOTING STAR	N	N

EXHIBIT C: LIST OF MEMBERS' FEDERAL AND STATE PERMITS (and see attached pages)

count	MRI	PERMIT	VESSEL NAME	Federal Fisheries Authorized with this Federal Permit	State Permits	Other Federal Permits not enrolled in the TSS
1	3015	149404	DH BOATWORKS	Bluefish, Dogfish, Monk (E), R Crab, Skate, SMB, Tilefish	MA -coastal lobster, Boat 0-59 ft	NONE
2	2692	150529	BEACON	Bluefish, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	NONE
3	1852	150611	SALLY J	Bluefish, Dogfish, Lobst (1), Monk (D), Skate	MA - coastal lobster, dogfish, groundfish, gillnet, CAP, ocean quahog, shellfish, Boat 0-59 ft	NONE
4	3327	150763	DOLPHIN	Bluefish, Dogfish, Herr(D), Monk (E), R Crab, Skate, SMB, Tilefish	None	NONE
count	**MRI**	**PERMIT**	**VESSEL NAME**	**Federal Fisheries Authorized with this**	**State Permits**	**Other Federal Permits not enrolled in the TSS**

				Federal Permit		
5	2325	150797	TRI WERX	Bluefish, Dogfish, Lobst (1, A1), Monk (E), SMB	None	NONE
6	1835	222163	JEAN B	Bluefish, Dogfish, Lobst (1, A1), Monk (E), Skate, Tilefish	MA - coastal lobster, dogfish, CAP, Boat 0-59 ft	NONE
7	201	231525	SHOOTING STAR	Bluefish, Dogfish, Lobst (1,A1), Monk (E), R Crab, Skate, Tilefish	MA - coastal lobster, dogfish, CAP, Boat 0-59 ft	NONE
8	2122	241823	CHARLIE III	Bluefish, Dogfish, Lobst (1,A1), Monk (E), R Crab, Skate, Tilefish	MA -coastal lobster	NONE
9	785	310988	VICKIE II	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (D), Quahog, R Crab, LA Scallop, Scup, Skate, SMB, Tilefish	MA - commercial scallop, NJ, NY, NC - comm fish, stand comm fish, land flounder; VA - seafood landing, flounder	NONE

count	MRI	PERMIT	VESSEL NAME	Federal Fisheries Authorized with this Federal Permit	State Permits	Other Federal Permits not enrolled in the TSS
10	585	320266	CAPT RALPH	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst(1), Monk (E), Scup, Skate, SMB, Tilefish	MA - offshore lobster, fluke, scup; NY - marine permit, comm food, NJ - comm marine, Del Bay gillnet, Comm crab pot, trawl, summer flounder, VA - seafood landing, NC - shellfish, menhaden	251721, 141936 (shark incidental and spanish mackeral)
11	591	320287	SUSAN ROSE	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst(1), Monk (D), Scup, Skate, SMB, Tilefish	MA - offshore lobster, offshore lobster, fluke, scup; RI - Finfish landingNY - marine permit, comm food, NJ - comm marine, Del Bay gillnet, Comm crab pot, trawl, summer flounder, VA - seafood landing, NC - shellfish, menhaden	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp

count	MRI	PERMIT	VESSEL NAME	Federal Fisheries Authorized with this Federal Permit	State Permits	Other Federal Permits not enrolled in the TSS
12	635	320549	BAILEY BOY	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst(1), Monk (E), Quahog, Scup, S Clam, Skate, SMB	MA - scup/seabass offshore lobster VA - flounder, black seabass, horseshoe crab NC - flounder, striped bass	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp
13	721	330153	C-VENTURE	Bluefish, BS Bass, Dogfish, Fluke, GC Scallop, Lobst(1), Monk (D), Quahog, Scup, S Clam, Skate, SMB	MA - offshore lobster, fluke, scup; NJ - summer flounder, VA - seafood landing, NC - comm fish, stand comm fish, land flounder;	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp
14	724	330161	JOYCE D	Bluefish, BS Bass, Dogfish, Fluke, GC Scallop, Monk (D), Scup, Skate, SMB	MA - offshore lobster, fluke, scup; NJ - summer flounder, VA - seafood landing, NC - comm fish, stand comm fish, land flounder;	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp
count	**MRI**	**PERMIT**	**VESSEL NAME**	**Federal Fisheries Authorized with this Federal**	**State Permits**	**Other Federal Permits not enrolled in the TSS**

				Permit		
15	752	330786	SASSY SARAH	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (D), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	MA - commercial scallop, NJ, NY NC - comm fish, stand comm fish, land flounder; VA - seafood landing, flounder	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp, Rock shrimp
16	723	330812	BALD EAGLE II	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	MA - comm scallop, fluke, lobster, NJ - comm landing, flounder, Black sea bass, NC - comm fishing, stand comm fish, land flounder, VA - landing, flounder, black sea bass	Atlantic Tuna, Atlantic Dolphin/Wahoo, S Atlantic Rock Shrimp, S Atlantic Penaeid shrimp
count	**MRI**	**PERMIT**	**VESSEL NAME**	**Federal Fisheries Authorized with this Federal Permit**	**State Permits**	**Other Federal Permits not enrolled in the TSS**

17	578	330823	PACIFICS	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA - commercial scallop, fluke, offshore lobster, NY - comm marine; NJ, NC - comm fish, stand comm fish, land flounder; VA - landing permit, flounder, Black Sea Bass,	410593, Atlantic Tuna, Gulf of Mexico shrimp, S Atlantic Rock Shrimp, Rock shrimp
18	875	330873	BRIDGOT DENISE	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA - commercial, scallop, fluke, offshore lobster; NY comm marine, NJ, NC - comm fish, stand comm fish, land flounder, VA - landing permit, flounder, black sea bass	Atlantic Tuna, Gulf of Mexico Shrimp, South Atlantic Rock shrimp, S Atlantic Penaeid shrimp, Rocks shrimp
count	**MRI**	**PERMIT**	**VESSEL NAME**	**Federal Fisheries Authorized with this Federal Permit**	**State Permits**	**Other Federal Permits not enrolled in the TSS**

19	788	410584	LADY ANNA	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA - commercial, scallop, fluke, offshore lobster; NJ, NC - comm fish, stand comm fish, land flounder, VA - landing permit, flounder, black sea bass	Atlantic Tuna, Gulf of Mexico shrimp, S Atlantic Rock shrimp, S Atlantic Penaeid shrimp, Atlantic Dolphin/Wahoo

EXHIBIT D HARVESTING RULES for FY 2011

QUOTA MANAGEMENT

ACE and Annual Distribution

1. Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector (the "ACE") shall be harvested in accordance with the Harvesting Rules, which are set forth below.
2. Individual sector members will be allocated a portion of the Sector's total allocation based on the proportion of each stock that they contribute to the Sector's initial ACE. Those members who have more than one vessel enrolled in the Sector may consolidate their fishing effort to one or more vessels by transferring their allocation to a single vessel.

Reserve

1. Each Member agrees that a reserve in the amount of **10**% of each stock within the initial ACE will be established to ensure that the Sector remains in compliance with its ACE limit. The reserve shall be deducted from the ACE before such ACE is distributed among the Members and their Participating Vessels.
2. Distribution of Reserve - If the Board determines that as of April 1, the ACE in the Reserve has not been fully harvested by the Participating Vessels, the Board may release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels provided all vessels report to the sector manager daily. Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

Additional Measures to Prevent ACE overages

1. The Board reserves the right to prohibit fishing activities by Members if it determines that those activities undermine or compromise the Sector Plan and the Sector or otherwise conflict with the standards and ethics described in the bylaws and guiding principles.
2. The Board may direct the Sector Manager to lease or trade for additional ACE of any stocks of concern by contacting other sector managers.
3. The Board may impose additional restrictions as needed to slow down the pace of fishing to allow fair chance by all participating vessels.
4. The Sector Manager will issue (and ask NMFS to enforce) a 'Stop Fishing Order' to any member vessels that has fished more than 90% of its individual allocation for any stock until additional allocation for that stock has been acquired or the member has agreed to not fish in that stock area for the rest of the fishing year.

ACE Transfers

- The Sector Manager will track all ACE transfers between members and with other sectors.

MONITORING

Monitoring

1. All participating vessels will send a legible copy of the VTR and the dealer's weigh-out receipt to the Sector Manager within 24 hours of the end of every trip.
2. All participating vessels will transmit the Trip Start Hail and Trip End Hail to NMFS, which will forward it to the Sector Manager and appropriate Dockside Monitoring Company.
3. All participating vessels will participate fully in the Northeast Fishery Observer Program and At Sea Monitoring Program
4. All participating vessels will participate fully in Dockside Monitoring as required at 20% coverage of sector trips.

Sector Reporting to NMFS

1. The Sector will report weekly to NMFS as required using data collected from vessels, VTRs, (and eVTRSs when authorized), dealer reports, dockside monitoring reports and observer reports and any other data available.
2. 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 ACE is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first.
3. An alternative threshold for increasing reporting frequency may be implemented during FY 2011 if agreed upon by the sector and NMFS.
4. The Sector will submit required reports using the format and procedures prescribed by NMFS.

Data Reconciliation

- The Sector manager will reconcile the data from vessels, VTRs, (and eVTRSs when authorized), the dealers' report, the observer's report and the Dockside Monitor's report on an ongoing basis to closely track the sector's ACE.

Discard Rate

The Sector Manager will apply a sector-specific discard rate to all trips as calculated and provided by NMFS.

Designated Landing Ports

a. Tri State Sector Members agree to offload sector trips in the following ports:
    - Portland ME
    - Gloucester, MA
    - New Bedford, MA
    - Provincetown, MA
    - Scituate, MA
    - Beverley, MA
    - Salem, MA

Remote Ports (Offloading Fish to a Truck)

Members may offload landings from sector trips onto a truck at the following ports:

- Scituate, MA
- Provincetown, MA
- Beverley, MA
- Salem, MA

Landing Port Exceptions and Safe Harbor Protocol

1. To promote safety at sea and ensure the safety of vessel and crew, certain circumstances beyond a vessel operators control may occasionally occur which require Tri State Sector vessels to enter port somewhere other than the designated landing ports listed above.
2. If a Tri State Sector participating vessel is required to enter port somewhere other than a designated landing port, then the vessel operator will notify the Sector Manager and the Dockside Monitoring Company by appropriate means as soon as it is safe to do so.
3. Such circumstances include but are not limited to 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.
4. In these circumstances, the vessel agree to not offload fish until a dockside monitor is present, and members will (a) notify the Sector Manager, NMFS and the DM in accordance with the procedures described in Section 6.1.1 Vessel Hails, and (b) pay any additional costs for the required DM as may accrue as a result of invoking the landing port exception.

ADMINISTRATIVE

Data Management

- The Sector will develop and maintain the necessary databases to track and maintain all relevant catch data, including VTR, dealer reports, dockside monitor reports, observer data, and at-sea monitoring data, as required.

Annual Report

- The Tri State Sector will report on the Sector's performance within 60 days after the end of the fishing year as required by NMFS.

Hot Spot Reporting (areas of high bycatch of allocated species)

1. Each member agrees to report to the Sector Manager any and all areas of high bycatch of any sort, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector is approaching their threshold.
2. Upon receiving a hot spot report, the Sector Manager will send an alert to all member vessels to stay away from those particular areas.

Days at Sea

1. Tri State Sector participating vessels expect to lease DAS for monk fishing from within the sector and from vessels in other sectors that are granted this exemption.
2. The vessels of the Tri State Sector will use DAS solely for the purpose of meeting the requirements of the Monkfish, skates and digfish FMPs.

Proof of Sector Membership

- Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

Fishing in US/Canada Areas

1. Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas.
2. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.
3. Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

Closed Areas

- Tri State Sector participating vessels will only access the Closed Areas as authorized under the Multispecies FMP.

GEAR REQUIREMENTS

Gear Restrictions

Seasonal or Area Gear Restrictions

- The Tri State Sector Board may institute spatial or temporal gear restrictions to slow down the catch rate of certain allocated stocks.

Exhibit E: CONTRACT WITH SIGNATURES

Please see attached pages.

ARTICLE V - Concluding Contract Language

In Witness whereof, by signing this page, the undersigned has enrolled the listed permits in the Tri-State Sector and executed the Agreement known as the Tri-State Sector Operations Plan for the 2011 fishing year, as of the date written below.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Tri-State Sector, provided such notice is postmarked no later than March 1, 2011.

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 Sector Manager of the Tri-State Sector of information regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRI) listed below 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, but is not limited to, vessel trip reports (VTR), dealer reports, and information collected by the Northeast Fishery Observer Program (NEFOP), the Sector dockside monitoring program, and (if applicable) the Sector at-sea monitoring program.

This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector management, it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

Signed: Kenny Daniel

Name or Company Name: WANCHESE FISH CO.

MRI# :	Vessel:	Permit#:	
578	Pacifics	330823	Deloces of Wanchese
723	Bald Eagle II	330812	Fisherman's Wharf Fillet
752	Sassy Sarah	330786	Howell Inc!
785	Vickie II	310988	Howell Inc.
788	Lady Anna	410584	Capt. Mele Inc.
[illegible]	Robert Denise	330873	Esther Joy Inc.

ARTICLE V - Concluding Contract Language

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Signed: _____

Name or Company Name: Michael Ginley, Vessel DH Boatworks

MRI# : 3015 Permit#: 149404

ARTICLE V - Concluding Contract Language

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Signed: _____

Name or Company Name: Michael Ginley Vessel: Beacon

MRI#: 2692 Permit#: 150529

ARTICLE V - Concluding Contract Language

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Signed: _____

Name or Company Name: Michael Ginley Vessel: Dolphin

MRI# : 3327 Permit#: 150763

ARTICLE V - Concluding Contract Language

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Signed: _____

Name or Company Name: Sally J, Tri Werx

MRI# : 1852 Permit#: 150611 Sally J.

MRI: 2325 Permit: 158797 Triwerx

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Signed: Charles B Harris

Name or Company Name: Cape Shark Inc

MRI# : 2122 Permit#: 241823

ARTICLE V - Concluding Contract Language

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Signed: James R. Cutchell

Name or Company Name: ROANOKE FISH CO

MRI# : 585 Permit#: 320266

ARTICLE V - Concluding Contract Language

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Signed: Joseph L. Rose

Name or Company Name: Susan Rose Inc.

MRI# : 591 Permit#: 320287

ARTICLE V - Concluding Contract Language

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Signed: Steve Daniels

Name or Company Name: Bailey Boy INC.

MRI# : 635 Permit#: 320549

ARTICLE V - Concluding Contract Language

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Signed: Bryan H. Daniels

Name or Company Name: Henry Daniels Inc.

MRI# : 724 Permit#: 330161

ARTICLE V - Concluding Contract Language

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Signed: _____

Name or Company Name: William F Callaway Inc

MRI# : 721 Permit#: 330153

ARTICLE V - Concluding Contract Language

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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 Sector Manager of the Tri-State Sector of information regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRI) listed below 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, but is not limited to, vessel trip reports (VTR), dealer reports, and information collected by the Northeast Fishery Observer Program (NEFOP), the Sector dockside monitoring program, and (if applicable) the Sector at-sea monitoring program.

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Signed: _____

Name or Company Name: F/V SHOOTING STAR INC

MRI# : 201 Permit#: 231525

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Signed: Richard A. Brisselli

Name or Company Name: F.V. Jean B.

MRI# : 1835 Permit#: 222163

V-10-8-5

Northeast Federal Fishing Permit

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

File Copy

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

VS

NOAA form 88-156A

2010 Fishing Year Permit

JEFFREY W CARVER
PO BOX 85
SCITUATE, MA 02066

F/V SALLY J
Northeast Federal Permit Number: **150611**
Documentation/Registration Number: MS7999AS
Principal Port/State: SCITUATE, MA

Fisheries Permitted *Date issued:* 03/22/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010	05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010	05/01/2010	04/30/2011
MONKFISH - CATEGORY D - 2010	05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010	05/01/2010	04/30/2011
SKATE - 2010	05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010	05/01/2010	04/30/2011

Maximum Trap Allocation (if applicable): **(see reverse side for trap allocation information)**

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

Authorized Signature

See reverse side for permit conditions and information

Northeast Federal Fishing Permit

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

File Copy

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

VS

NOAA form 88-156A

2010 Fishing Year Permit

MICHAEL GINLEY
24 CLIFTON AVENUE
SALEM, MA 01970

F/V DH BOATWORKS
Northeast Federal Permit Number: **149404**
Documentation/Registration Number: MS5794A
Principal Port/State: SALEM, MA

Fisheries Permitted *Date issued:* 06/16/10	Effective Date	Expiration Date
ATLANTIC MACKEREL - 2010	06/17/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010	06/17/2010	04/30/2011
MONKFISH - INCIDENTAL CATEGORY E - 2010	06/17/2010	04/30/2011
NE MULTISPECIES - HOOK GEAR - 2010	06/17/2010	04/30/2011
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010	06/17/2010	02/28/2011
SKATE - 2010	06/17/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010	06/17/2010	04/30/2011
SQUID/BUTTERFISH - INCIDENTAL - 2010	06/17/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010	06/17/2010	04/30/2011

Maximum Trap Allocation (if applicable): (see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

V-10-7-2

Northeast Federal Fishing Permit

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

File Copy

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

VS

NOAA form 88-156A

2010 Fishing Year Permit

JOSEPH L ROSE
358 HIGHWAY 101
BEAUFORT, NC 28516-9790

F/V SUSAN ROSE
Northeast Federal Permit Number: **320287**
Documentation/Registration Number: 581472
Principal Port/State: BEAUFORT, NC

Fisheries Permitted *Date issued:* 03/09/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010	05/01/2010	04/30/2011
ATLANTIC MACKEREL - 2010	05/01/2010	04/30/2011
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2010	05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010	05/01/2010	04/30/2011
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010	05/01/2010	04/30/2011
ILLEX SQUID - COMMERCIAL MORATORIUM - 2010	05/01/2010	04/30/2011
LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2010	05/01/2010	04/30/2011
MONKFISH - CATEGORY D - 2010	05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010	05/01/2010	04/30/2011
SCALLOP - LAGC - IFQ - 2010	03/10/2010	02/28/2011
SCUP - COMMERCIAL MORATORIUM - 2010	05/01/2010	04/30/2011
SKATE - 2010	05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010	05/01/2010	04/30/2011
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010	05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010	05/01/2010	04/30/2011

Maximum Trap Allocation (if applicable): (see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

Filing Fee $40.00

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

File No. 20100284ND Pages 4
Fee Paid $ 40
DCN 2100391600016 ARTI
-----FILED-----
01/27/2010

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

ARTICLES OF INCORPORATION

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Tri-State Fishing Sector

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

☐ The corporation is organized as a public benefit corporation for the following purpose or purposes

☑ The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes.

Membership in the Tri-State Fishing Sector shall be open to individuals or entities contributing New England Multispecies limited access quota and subscribing to the principles of sustainable harvest of groundfish. The organization shall seek Sector Approval before the New England Fisheries Management Council.

THIRD: The Registered Agent is a. (select **either** a Commercial or Noncommercial Registered Agent)

☑ Commercial Registered Agent CRA Public Number. P10059

Nicholas H. Walsh
(name of commercial registered agent)

☐ Noncommercial Registered Agent

(name of noncommercial registered agent)

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108.3, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

Form No. MNPCA-6 (1 of 3)

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 3.

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 5.

SIXTH: Members: ("X" one box only)

☐ There shall be no members.
☑ There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached

SEVENTH: **(Optional)** ☑ (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

EIGHTH: **(Optional)** ☐ (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit _____ attached hereto and made a part hereof

---

Incorporators*

(signature)

Nicholas H. Walsh, attorney at law
(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

Dated 1/25/10

Street 111 Commercial St
(residence address)

Portland ME 04101
(city, state and zip code)

Street
(residence address)

(city, state and zip code)

Street
(residence address)

(city, state and zip code)

Form No. MNPCA-6 (2 of 3)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____ (signature of officer)

Street _____ (principal business location)

_____ (type or print name and capacity)

_____ (city, state and zip code)

Name of Corporate Incorporator _____

By _____ (signature of officer)

Street _____ (principal business location)

_____ (type or print name and capacity)

_____ (city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: **(207) 624-7752** Email Inquiries CEC.Corporations@Maine.gov

Form No. MNPCA-6 (3 of 3) Rev. 7/1/2008

(Excerpt of proposed By-laws, Tri-State Fishing Sector)

ARTICLE III MEMBERSHIP

Membership in the Tri-State Fishing Sector shall be open to individuals or entities that hold New England Multispecies permits, who subscribe to the principles of sustainable harvest, and whose membership application does the membership approve. Voting members are defined as those members that contribute quota share to the sector. The Board of Directors may also receive and review non-voting membership applications from individuals or entities that hold a New England Multispecies permit, but do not contribute quota share to the sector. At such time, in the future, that the fishery management process allows for sectors in the New England Monkfish Fishery Management Plan, or the Skate Fishery Management Plan, individuals or entities that hold a Monkfish and/or Skate permit may also be considered for membership.
Applications from new members received before April 1 (13 months in advance of the start of the fishing year) will be considered.

* * *

William Whitmore
Sustainable Fisheries Division
National Marine Fisheries Service
55 Great Republic Drive
Gloucester, MA 01930

October 12, 2010

Dear Willie,

I received your email from Friday and discovered that I had complete missed that there was a due date of Oct 7, 2010 to address the three fatal flaws for the Tri State Sector listed in your letter of October 1, 2010.

For reference those flaws are:

1. Documentation of the Board of Directors
2. Documentation of State Incorporation
3. Documentation of three distinct owners

Board of Directors

President:

James Craddock
PO Box 113
Manns Harbor, NC 27953

Vessel: Capt Ralph
Permit #: 320266

Vice President:

Joe Daniels, Wanchese Fish Co.
48 Water St.
Hampton, VA 23663-1718

and

PO Box 369
Wanchese, NC 27981

VP #	Vessel Name	Owner / Corporate Name
330873	BRIDGOT DENISE	Joey Daniel - Esther Joy Inc, (Wanchese Fish Co.)
330823	PACIFICS	Joey Daniel - Delores of Wanchese, (Wanchese Fish Co.)
330812	BALD EAGLE II	Joey Daniel - Fishermans Wharf Fillet, (Wanchese Fish Co.)
330786	SASSY SARAH	Joey Daniel - Hiwall Inc, (Wanchese Fish Co.)
310988	VICKIE II	Joey Daniel - Hiwall Inc, (Wanchese Fish Co.)
410584	LADY ANNA	Joey Daniel - Capt. Malc Inc, (Wanchese Fish Co.)

RECEIVED
OCT 29 2010
By

Treasurer

Jeff Carver,
PO Box 85
Scituate MA 02067

Vessel: Sallie J
Permit #: 150611

I, as Sector Manager fulfill the role of Secretary, but am not a voting Board Member

Proof of Incorporation in the State of Maine

The following is pasted from the State of Maine, and the pdf from the State will be emailed with this letter.

This record contains information from the CEC database and is accurate as of: Tue Oct 12 2010 08:27:10. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TRI-STATE FISHING SECTOR	20100284ND	NONPROFIT CORPORATION (T13-B)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
01/27/2010	N/A	MAINE

Other Names **(A=Assumed ; F=Former)**

NONE

Clerk/Registered Agent

NICHOLAS H. WALSH
111 COMMERCIAL ST
PORTLAND, ME 04101

Documentation of Permit Ownership will also be attached in the Email and sent along in regular mail.

If you have any additional Qs, please do not hesitate to contact me.

Thank You,

Cindy

Cindy Smith
Sector Manager

AMENDMENT 1 TO THE TRI-STATE 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 Tri-State Sector:

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 Sink Gillnet Mesh Exemption
9. Trawl Gear Restrictions in the U.S./Canada Management Area
10. Vessel Monitoring System Requirements when a Vessel is at the Dock
11. Dockside Monitoring (DSM) requirements for Vessels Fishing West of 72°30' W. long.
12. 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 TRI-STATE SECTOR 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 MRAG Americas and Atlantic Catch Data as the authorized dockside monitoring service providers for the Tri-State Sector for fishing year 2011. Specific contact information for these providers is:

MRAG Americas
65 Eastern Ave.
Unit B2C
Essex, MA 01929
Phone (978) 768-3880
Fax (978) 768-3878

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 TRI-STATE SECTOR
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 Tri-State Sector membership based on the final sector roster, submitted on May 1, 2011. The final roster is summarized below:

MRI	Permit	Vessel Name
201	231525	SHOOTING STAR
578	310988	VICKIE II
585	320266	CAPT RALPH
591	320287	SUSAN ROSE
635	320549	BAILEY BOY
721	330153	C-VENTURE
723	330812	BALD EAGLE II
724	330161	JOYCE D
752	330786	SASSY SARAH
785	330823	PACIFICS
788	410584	LADY ANNA
875	330873	BRIDGOT DENISE
1833	222163	JEAN B
1852	150611	SALLY J
2122	241823	CHARLIE III
2325	150797	TRI WERX
2692	150529	BEACON
3015	149404	DH BOATWORKS
3327	150763	DOLPHIN