

SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of December 1, 2011 (the “Effective Date”), by and among XIII, Northeast Fishery Sector Inc. (“NEFS XIII”) and each of the Sector members identified on the attached **Exhibit A**.

Recitals

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

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

Agreement

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

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

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

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

2.1 **Rule of Three Requirement:** Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 330549 under the distinct ownership of Mark Phillips permit # 310439 under the distinct ownership of Heritage Fisheries Inc., and permit # 330084 under the distinct ownership of Curlew II Inc.

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

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

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

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

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

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

President: Albert Lees

Treasurer: Thomas Williams

Clerk: Michael Matulaitis

Vice President: Mark Phillips

Directors: Alex Smith, Christopher Roebuck

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

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

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

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

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

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

(a) Not fishing in ACE-accountable fisheries;

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

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

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

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

7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such

terms and conditions as the Board may adopt from time to time, including but not limited to establishment of procedures to implement a Right of First Offer (the “ROFO”) that is extended to Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties in accordance with the terms and conditions established by the Board. Without limiting the foregoing, the Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and ensure that the Sector’s management and administrative costs can be recouped through reasonable Sector membership fees established by the Board.

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

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

- Fishery: Monkfish (Gear: trawl)
- Fishery: Squid (Gear: trawl)
- Fishery: Skate (bait) (Gear: trawl, gillnet)
- Fishery Fluke (Gear: trawl)

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

- Fishery: Squid (Gear: trawl)
- Fishery: Skate (bait) (Gear: trawl, gillnet)
- Fishery Fluke (Gear: trawl)

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

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

NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless of whether such harvests are made during directed groundfish fishing trips or during other fishing trips, unless the Allocated Species harvest is managed under another management plan or as a sub-component annual catch limit ("ACL") of Amendment 16 Allocated Species. Each Active Member shall report every fishing trip by such Member to the Manager prior to sailing, for determination whether the related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.

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

In FY 2011, 69% of the permits which are enrolled in the NEFS XIII Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS XIII Sector has 36 permits currently enrolled. Of those 36 permits, 25 are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the NEFS XIII Sector expects that compared to FY 2011 there would be a net consolidation previously occurred among the NEFS XX as the share of ACE contributed by member permits is fished by fewer active vessels than in FY 2011. It can be anticipated that fewer active vessels would result in job losses for fishing crews and the associated negative impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies fishery.

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

usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records

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

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

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

harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated damages amounts as established under Section 10.3, below.

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

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

10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest Share for such species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The

liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's Harvest Share shall be as provided on Exhibit D.

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

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

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

Members, the Manager may issue a “Stop Fishing Order” to the Member in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing , the sector manager may take any action he/she deems necessary including without limitation, self help or court action which may include the seeking of injunctive relief.

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

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

Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for payment.

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

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

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

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

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

12. Membership Termination. No Member may terminate its membership in the Sector other than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no outstanding Sector performance or payment obligations may terminate its membership in the Sector, and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the foregoing, the Board may terminate the membership of a Member in breach of its payment or performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before April 1, 2012, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

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

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

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

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

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

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

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

fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

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

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

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

18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith commercially reasonable efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be submitted to binding arbitration upon the request of any party at interest. Any person nominated as an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business

judgment and experience and either have (a) held a federal fishing master license for at least ten (10) years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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

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

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

for the County where the registered office of the Sector is located shall be deemed to have such jurisdiction

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

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

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EXHIBIT A

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

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

MRI	Permit Number	Vessel Name	Owner/Entity
469	310100	VALIANT LADY	Michael Doyle
795	330322	JOHANNA LENORE	Wise Fisheries Inc.
516	320699	TENACITY	Tenacious Fishing Corp
873	148284	EMILIA ROSE	Sea Quest Fisheries Inc.
892	330549	ILLUSION	F/V Illusion
988	410166	PROVIDER	Good Shepard Fisheries Inc.
1704	330281	PREDATOR	Mark Phillips
1954	320419	EVENING PRAYER	Evening Prayer Fisheries Inc.
2146	310301	KAHUNA	Kahuna Fisheries,INC
2208	212096	MISTE ROSE	Chuck and Ace Seafood Inc.
181	151337	1984 14 SEARS SKIFF	Amanda L Inc.
523	310439	HERITAGE	Heritage Fisheries Inc.
527	310455	JAMES & MATTHEW	J.F.H. Fisheries Inc.
556	320127	MATTIE AND MAREN	Mattice and Maren Inc.
626	150615	2007 WALKER BAY	FJM Fisheries LLC
634	320540	LENA PEARL	Barlow Fisheries
639	320583	HOPE & SYDNEY	Leisure Coast Fisheries Inc.
646	310989	CODY	McGlade Fisheries Inc.
648	310360	TRADITION	NAT W Inc.
656	320658	ENTERPRISE	Erin Fisheries Inc.
692	330084	CURLEW II	Curlew II Inc.
811	330354	ANNE KATHRYN	River Center Marine LLC
826	330383	MISCHIEF	S&S Fisheries Inc.
858	330464	RHONDA DENISE	American Seafood In.
869	330487	MARGARET HOLLEY	Karen Sue Inc.
871	330493	CHARLIES PRIDE	Seafarer Enterprises Inc.
906	330579	CONOR AND MICHAEL	TCM Fisheries Inc.
1062	410273	MEGAN-MARIE	Blue Water Fisheries
1074	410298	BUZZARDS BAY	Buzzards Bay Fishing Co.
1084	410326	KAREN ELIZABETH	Salt Pond Fisheries Inc.

MRI	Permit Number	Vessel Name	Owner/Entity
1093	410342	DEBBIE SUE	Karen Sue Inc.
1095	410344	SEAFARER	Jesse Jean Enterprises Inc.
1099	410349	WILLIAM LYNN	William&Lynn, Inc
1108	410367	ROSE MARIE	Rose Marie Inc.
1118	410588	JASON & DANIELLE	L&G Fisheries LLC
1168	410514	YANKEE PRIDE	Yankee Pride Fisheries Inc.
1524	330739	PREVAIL	Fisheries Inc.Jennifer
1607	410154	PONTOS	Atlantic Capes
	118963	Asher&Ariana	Scandinavian Fisheries Inc
345	310331	Kate&Sean	New England Fisheries Inc.

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

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Vessel Name	Documentation/Registration Number	Owner/Entity
TENACITY	688168	Tenacious Fishing Corp
EMILIA ROSE	912995	Sea Quest Fisheries Inc.
ILLUSION	655467	F/V Illusion
PROVIDER	599943	Good Shepard Fisheries Inc.
MISTE ROSE	911242	Chuck and Ace Seafood Inc.
1984 14 SEARS SKIFF	643240	Amanda L Inc.
HERITAGE	656114	Heritage Fisheries Inc.
JAMES & MATTHEW	659866	J.F.H. Fisheries Inc.
MATTIE AND MAREN	519505	Mattice and Maren Inc.
LENA PEARL	622589	Barlow Fisheries
HOPE & SYDNEY	637907	Leisure Coast Fisheries Inc.
CODY	931433	McGlade Fisheries Inc.
TRADITION	619934	NAT W Inc.
ENTERPRISE	596804	Erin Fisheries Inc.
CURLEW II	297129	Curlew II Inc.
ANNE KATHRYN	604162	River Center Marine LLC
MISCHIEF	614835	S&S Fisheries Inc.
RHONDA DENISE	516754	American Seafood In.
MARGARET HOLLEY	630336	Karen Sue Inc.
CONOR AND MICHAEL	596771	TCM Fisheries Inc.
BUZZARDS BAY	624947	Buzzards Bay Fishing Co.

Vessel Name	Documentation/Registration Number	Owner/Entity
KAREN ELIZABETH	663444	Salt Pond Fisheries Inc.
DEBBIE SUE	673387	Karen Sue Inc.
SEAFARER	675048	Jesse Jean Enterprises Inc.
WILLIAM LYNN	674825	William&Lynn, Inc
ROSE MARIE	680986	Rose Marie Inc.
JASON & DANIELLE	1183113	L&G Fisheries LLC
YANKEE PRIDE	944788	Yankee Pride Fisheries Inc.
PREVAIL	970254	Fisheries Inc.Jennifer
Asher&Ariana	590841	Scandinavian Fisheries Inc
Kate&Sean	606259	New England Fisheries Inc.

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NEFS	MRI	Permit Number	Vessel Name	Active Member (Y/N)	Documentation/Registration Number	Owner/Entity
13	181	151337	1984 14 SEARS SKIFF	y	643240	Amanda L Inc.
13	345	310331	Kate&Sean	y	606259	New England Fisheries Inc.
13	469	310100	VALIANT LADY	n	278000	Michael Doyle
13	516	320699	TENACITY	y	688168	Tenacious Fishing Corp
13	523	310439	HERITAGE	y	656114	Heritage Fisheries Inc.
13	527	310455	JAMES & MATTHEW	y	659866	J.F.H. Fisheries Inc.
13	556	320127	MATTIE AND MAREN	y	519505	Mattice and Maren Inc.
13	626	150615	2007 WALKER BAY	n	150615	FJM Fisheries LLC
13	634	320540	LENA PEARL	y	622589	Barlow Fisheries
13	639	320583	HOPE & SYDNEY	y	637907	Leisure Coast Fisheries Inc.
13	646	310989	CODY	y	931433	McGlade Fisheries Inc.
13	648	310360	TRADITION	y	619934	NAT W Inc.
13	656	320658	ENTERPRISE	y	596804	Erin Fisheries Inc.
13	692	330084	CURLEW II	y	297129	Curlew II Inc.
13	795	330322	JOHANNA LENORE	n	605425	Wise Fisheries Inc.
13	811	330354	ANNE KATHRYN	y	604162	River Center Marine LLC
13	826	330383	MISCHIEF	y	614835	S&S Fisheries Inc.
13	858	330464	RHONDA DENISE	y	516754	American Seafood In.
13	869	330487	MARGARET HOLLEY	y	630336	Karen Sue Inc.
13	871	330493	CHARLIES PRIDE	n	613515	Seafarer Enterprises Inc.
13	873	148284	EMILIA ROSE	y	912995	Sea Quest Fisheries Inc.
13	892	330549	ILLUSION	y	655467	F/V Illusion
13	906	330579	CONOR AND MICHAEL	y	596771	TCM Fisheries Inc.
13	988	410166	PROVIDER	y	599943	Good Shepard Fisheries Inc.
13	1062	410273	MEGAN-MARIE	n	623578	Blue Water Fisheries
13	1074	410298	BUZZARDS BAY	y	624947	Buzzards Bay Fishing Co.
13	1084	410326	KAREN ELIZABETH	y	663444	Salt Pond Fisheries Inc.
13	1093	410342	DEBBIE SUE	y	673387	Karen Sue Inc.
13	1095	410344	SEAFARER	y	675048	Jesse Jean Enterprises Inc.
13	1099	410349	WILLIAM LYNN	y	674825	William&Lynn, Inc
13	1108	410367	ROSE MARIE	y	680986	Rose Marie Inc.
13	1118	410588	JASON & DANIELLE	y	1183113	L&G Fisheries LLC
13	1168	410514	YANKEE PRIDE	y	944788	Yankee Pride Fisheries Inc.
13	1524	330739	PREVAIL	y	970254	Fisheries Inc.Jennifer
13	1607	410154	PONTOS	n	596232	Atlantic Capes

13	1704	330281	PREDATOR	n	549497	Mark Phillips
13	1954	320419	EVENING PRAYER	n	538893	Evening Prayer Fisheries Inc.
13	2146	310301	KAHUNA	n	594026	Kahuna Fisheries,INC
13	2208	212096	MISTE ROSE	y	911242	Chuck and Ace Seafood Inc.
13		118963	Asher&Ariana	y	590841	Scandinavian Fisheries Inc

EXHIBIT B

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

All permits eligible to be enrolled by NEFS XIII members are enrolled in a Sector at this time.

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

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
FJM Fisheries LLC	F/V Walker Bay	626	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackerel,tilefish					
Chuck&Ace Seafood Inc.	Miste Rose	2208	black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,squid/butterfish ,skate,tilefish					
Amanda L Inc.	Mary L	181	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,loligobutterfish,tilefish					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Sea Quest Fisheries	Emilia Rose	873	black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,squid/butterfish ,atlantic mackeral,sea scallop			RI 479 CT 75304		
Michael Doyle	Valiant Lady	469	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,l oligo,squid/butterfish,atlantic mackeral,tilefish					
Kahuna Fisheries Inc	Kahuna	2146	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,					
Nat W Inc.	Tradition	648	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	139066		CT Fluke		cap-squid,fluke,horseshoe crab biomedical,scup,sea bass,shellfish

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Heritage Fisheries Inc.	Heritage	523	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	133711	lma3	CT Fluke		fluke,scup,sea bass
J.F.H. Fisheries Inc.	James&Matthew	527	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	150040	lma2,lma3		OCLMA	cap-sea herring,cap-squid,dogfish,fluke,northern shrimp,quahog dredge,scup,sea bass,scallop sucking
McGlade Fisheries	Cody	646	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					
Mattice and Maren Inc.	Mattie&Maren	556	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean	157727	lma2,lma3	RI 358	OCLMA	cap-squid,fluke,scup,sea bass,striped bass

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
			quahog,surf clam,scallop					
Evening Prayer Fisheries Inc.	Evening Prayer	1954	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam					
Barlow Fisheries Inc.	Lena Pearl	634	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam					
Liesure Coast Fisheries	Hope&Sydney	639	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish	147670	lma2,lma3			scup,sea bass,sea scallop sucking

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Erin Fisheries	Enterprise	656	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,scallop,loligo/butterfish					
Tenacious Fishing Corp.	Tenacity	516	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,tilefish,scallop,loligo/butterfish					
Curlew II Inc.	Curlew II	692	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	138845	lma3		OCLMA	fluke,scup,sea basss,seascallop sucking
Mark Phillips	F/V Predator	1704	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop	91908	lma2,lma3		OCLMA	fluke,dog fish,sea herring,seascallop sucking

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Wise Fisheries Inc	Johanna Lenore	795	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,scallop,	157066	lma3			scup,sea bass,sea scallop sucking
River Center Marine LLC	Anne Kathryn	811	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,scallop,ocean quahog,surf clam	152170	lma3	RI 000163 NJ 1172 CT 00090		sea scallop sucking
S&S Fisheries Inc.	Mischief	826	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackerel,tilefish,ocean quahog,scallop,surf clam	7921	lma3		OCLMA	fluke,scup,sea bass,sea scallop sucking,shellfish
American Seafood Inc.	Rhonda Denise	858	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackerel,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Karen Sue Inc.	Margaret Holley	869	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,illex squid,atlantic mackeral,tilefish,scallop,loligo/butterfish	134929	lma2,lma3	RI 000417r		scup
Seafarer Enterprises Inc.	Charles Pride	871	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,surf clam	78068	lma2,lma3			dog fish,fluke,scup,sea bass,striped bass
Mark Phillips	F/V Illusion	892	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish	135110	lma3	NY 494 NJ 9285,1152 VA 150, SF 161		dog fish,fluke,northern shrimp,scup,sea bass,sea herring,sea scallop sucking,shellfish,striped bass
TCM Fisheries Inc.	Conor & Michael	916	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
			clam,loligo/butterfish					
Jennifer Fisheries Inc.	Prevail	1524	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid	141156	lma2,lma3	SKI 232 SFH 62 100231 33 FED		fluke,scup,sea bass
Edgar Seafood Products Inc.	Pontos	1607	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,illex squid	138205	lma2			fluke
Good Shepard Fisheries Inc	Provider	988	Bluefish,black sea bass,spiny dogfish,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,summer flounder,ocean quahog,surf clam	132215	lma2,lma3			sea scallop sucking

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Blue Water Fisheries Inc.	Megan Marie	1062	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam			NY 3658		
Buzzards Bay Fishing Co.	Buzzards Bay	1074	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	62395	lma3		OCLMA	fluke,scup,sea bass,sea scallop sucking,shellfish
Salt pond Fisheries Inc.	Karen Elizabeth	1084	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,scallop,ocean quahog,surf clam	132122	ima3	RI mpurp 000584	OCLMA	scup,sea scallop sucking,shellfish
Jesse Jean Enterprises Inc.	Seafarer	1095	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish,illex squid,scallop	72503	lma2,lma3	RI 000489		dog fish,fluke,scup,sea bass,striped bass

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Lynn&William	William Lynn	1099	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,scallop,squid/butterfish,scallop	113386	lma3			scup,sea bass
Rose Marie Inc.	Rose Marie	1108	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackerel,tilefish	75482	lma2,lma3		OCLMA	dog fish,fluke,northern shrimp,scup,sea bass
Karen Sue Inc.	Debbie Sue	1093	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,illex squid,ocean quahog,scallop	134928	lma2,lma3	RI 000253r		scup
Yankee Pride Fisheries Inc.	Yankee Pride	1168	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,illex squid,ocean quahog,surf	149793	lma2,lma3	RI mpurp 000584	OCLMA	sea scallop sucking

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
			clam,squid/mackeral/butterfish					
New England Fisheries Inc	Kate&Sean	345	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					
Scandinavian Fisheries Inc	Asher&Ariana		Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,squid/mackeral/butterfish					
L&G Fisheries	Jason&Danielle	1118	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic	152939	lma2,lma3			

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
			mackerel,tilefish,scallop,squid/butterfish,illex squid					

EXHIBIT C

HARVESTING RULES

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

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

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

GOM Cod	GB Cod	GOM Haddock	GB Haddock	CC/GOM Yellowtail Flounder	GB Yellowtail Flounder:	SNE/MA Yellowtail Flounder
	Eastern:		Eastern:			
	Western:		Western:			
Pollock	Redfish	White Hake	American Plaice	GOM Winter Flounder	GB Winter Flounder	Witch Flounder

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

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

- 1 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
2 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE
3 transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer system. The
4 Sector, through their Board, may alter the RESERVE holdback percentages for any or all stocks held
5 by the Sector to prevent under harvest of the Sector’s ACE.
- 6 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
7 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
8 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
9 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
10 Harvest Shares trajectories will be set to the Harvest Share. Once 90% of any Sector ACE is
11 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota
12 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing
13 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector
14 Manager to seek additional ACE through an ACE transfer with other sectors.
- 15 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
16 fishing operations must be retained and counted against the Sector’s ACE allocation, unless
17 otherwise exempted.
- 18 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
19 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction
20 proposed in Amendment 16 for common pool vessels. Members will be required to use an “A DAS
21 when conducting fishing operations that are not exempted from DAS usage, for example, when
22 fishing under a monkfish DAS.
- 23
- 24 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
25 of the four stock delineation areas as identified in Amendment 16 and relating implementing
26 regulations.
- 27
- 28 **8. TRIP END HAIL:** Sector vessels will comply with any Trip End Hail requirements established by the
29 Agency.
- 30
- 31 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
32 will complete a catch report each time the vessel changes areas.
- 33
- 34 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
35 one US/CA area or more than one of the four stock areas will complete a catch report each time the
36 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
37 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
38 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
39 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
- 40
- 41 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
- 42

1 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
2 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
3 entering port to End a Trip. Catch reports will include, at a minimum, all data elements of fully
4 compliant VTR logbook record/s and the Dockside Monitoring Program. The Sector Manager may
5 modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic (SAP)
6 or internal quota management requirements. In the event a Member vessel is unable to submit his
7 catch records electronically, the Member, will have no more than twenty-four (24) hours to provide
8 such reports to the Sector Manager, upon completion of vessel offload.
9

10 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
11 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
12 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
13 required by NERO. Sector Members will execute all documents necessary to meet legal
14 requirements for the purpose of facilitating e-VTR service.
15

16 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
17 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector
18 will submit required reports, using the format and procedures prescribed by NMFS. The reports
19 required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and*
20 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
21 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
22 week, regardless of completeness of the data. The information includes stock, gear, mesh
23 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
24 provides information about the sector trips for a given week that have enforcement or other issues.
25 One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report*
26 documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in
27 Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock,
28 the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their
29 ACE status calculations on a daily basis if either of the two thresholds specified in 14.1 below are
30 reached in the current FY. These reports are cumulative in nature from the start of the fishing year
31 until the current reporting week and are adjusted retroactively as data becomes available or issues
32 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which
33 should be used to report all data quality issues to the appropriate people for research and
34 correction process.
35

36 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting due date for
37 the sector manager's weekly report will be increased to daily when either 80% of any of the
38 sector's ACEs is reached, or when, for two consecutive weekly reporting periods 20% or
39 more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the
40 latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of
41 Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger will
42 have been reached and sector reporting will be changed to daily. The Sector Manager, or a
43 designated representative, will notify NMFS immediately by phone, email, or mail if this, or
44 an agreed upon alternative threshold has been met that triggers daily reporting.
45

1 An alternative threshold for increasing reporting frequency may be implemented during FY
2 2012 if agreed upon by the sector and NMFS.

3 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager will include
4 any enforcement or reporting compliance issues, including violations of Operations Plan
5 (excluding those sections identified as administrative provisions); regulations; or general
6 problems with monitoring or sectors operations in their *Trip Issue Report* which is
7 submitted to NMFS.
8

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

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

30 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
31 logbook area information to calculate stock attribution ratios for all applicable species.
32

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

41 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's
42 vessels to a data collection and distribution web portal, an administrative exemption may or may
43 not be required to allow the server to relay catch reports and logbook data on behalf of sector
44 member vessels.
45

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

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

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

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

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

29
30 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
31 this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in
32 order to utilize these Sector Specific Exemptions:

- 33 **22.1** 6.5" codend minimum mesh size requirement for trawl gear utilizing a codend mesh size of
34 6.0" or greater by vessels on a targeted redfish trip. Trips need ASM or observer. Vessel
35 must report to sector manager daily, as required in the sector operations plan.
- 36 **22.2** 120 Day Gillnet Block Out of the fishery.
- 37 **22.3** 20 Day Spawning Block.
- 38 **22.4** Prohibition on a vessel's hauling another vessel's gillnet gear (Community Fixed Gear)
- 39 **22.5** Limitation on the number of Gillnets that may be hauled on GB when fishing on a
40 Groundfish/Monkfish DAS.
- 41 **22.6** Limitation on the number of gillnets for day gillnet vessels.
- 42 **22.7** Length and horsepower restrictions of the DAS leasing program.
- 43 **22.8** Access to GOM Haddock Sink Gillnet program.
- 44 **22.9** Access to the GOM Haddock Sink Gillnet program in May (continuation of the exemption
45 from minimum mesh size to target haddock).

- 1 **22.10** Daily Catch reporting by Sector Managers for Sector vessels that fish in the Closed Area 1
- 2 Hook Gear Haddock Special Access Program.
- 3 **22.11** Gear Requirements in US/CA Management Area.
- 4 **22.12** Requirement to maintain VMS powered while at dock.
- 5 **22.13** Prohibition on fishing inside and outside of the CA I Hook Gear Haddock SAP while on the
- 6 same trip.
- 7 **22.14** Prohibition on a vessel hauling another vessel's hook gear
- 8 **22.15** Requirement to declare intent to fish in the Eastern U.S./Canada SAP and CA II Yellowtail
- 9 Flounder/Haddock SAP prior to leaving the dock.

10

11 **23. AT SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-sea-

12 monitoring program for FY2012. In the event, the Sector chooses to increase at-sea coverage

13 beyond that which is funded and managed by NMFS, the sector will secure a service arrangement

14 with one or more of the certified ASM vendors and assume all costs and responsibilities associated

15 with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the

16 NMFS-funded level will be provided pursuant to an independent contract between the Sector and a

17 NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip

18 selection coordinated through NMFS, will be conducted in the same manner with the same

19 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this

20 additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or

21 the NMFS-funded at-sea monitoring program.

22 **24. DOCKSIDE MONITORING PROGRAM:** In the event DSM is funded by NMFS, the sector will modify

23 its operations plan in accordance with applicable NMFS Dockside Monitoring Standards as codified

24 in 50 CFR 648.7(b)(1)(v)(B), as well as any internal needs that the Sector deems necessary.

25 Additionally, the Sector will contract one or more providers from the list that has been approved by

26 NMFS to provide dockside monitoring and notify NMFS of its selection.

27 **24.1** In the event DSM is funded, the Sector will be requesting that the following exemptions

28 approved again in FY 2012 be authorized.

29 **24.1. 1** Dockside monitoring requirements for vessels fishing west of 72-30'.

30 **24.1. 2** DSM requirements for monkfish trips in the monkfish southern fishery management

31 area.

32 **24.1. 3** DSM for Handgear A-permitted sector vessels.

33

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

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: New Bedford, Boston, Gloucester Rhode Island: Point Judith	Connecticut: Stonington, New London Massachusetts: Hyannis Maine: Portland New York: Montauk, Greenport New Jersey: Cape May

4

5 **26. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for
 6 variance from the landing ports listed. If for reasons beyond a vessel operators control such as
 7 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
 8 danger of sinking, crew injury or life threatening illness and any other emergency situations that
 9 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the
 10 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
 11 protocol, they must notify their Manager of when and where they had to seek safe harbor within 6
 12 hours of this entering the port.

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

17 **27.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
 18 (between members) within the guidelines and procedures contained in the FMP and as
 19 amended by Amendment 16. The Sector would accept any future relief in the length and
 20 horsepower constraints of the program that may be authorized by the RA in the future.

21 **27.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
 22 (DAS) outside of the Sector are authorized under this provision to do so, only with
 23 Members of other Sectors whom are similarly exempt. Members acknowledge that such
 24 DAS leasing would not be exempted from existing length and horsepower constraints as
 25 currently contained in applicable regulations.

26 **27.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
 27 requirements. Sector vessels shall continue using paper VTRs for FY 2012, as required by
 28 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
 29 submission of required VTR reports have been authorized by the Regional Administrator
 30 using a phased implementation process. The Sector and its Members may utilize e-VTR in
 31 accordance with the phased implementation process.

32 **27.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
 33 Assessment for all sectors seeking authorization for Fishing Year 2011, and that NMFS
 34 communication has stated that if an exemption is approved for one Sector, all other

1 authorized Sectors can be similarly approved for that specific exemption based on the
2 terms and conditions of the originally requesting sector. In light of this understanding,
3 NEFS XIII will request authorization for such exemptions it deems beneficial for its
4 operations, prior to the publication of the final authorizing rule.

5

6

7

8

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EXHIBIT D

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

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

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

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

7 EXHIBIT C

8 HARVESTING RULES

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

26

EXPLANATORY ADDENDUM

Per request by NMFS this **explanatory text** is being provided to identify in one location Right of First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and distinct provisions that deal with harvest share transfers and permit sales, respectively; it is inaccurate to construe them as meaning the same thing. Nothing within this explanatory addendum should be considered as part of the Sector governing documents which the Members have agreed to follow, all questions regarding these provisions should be directed to their respective sections in the governing documents:

§ 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and inter sector harvest share transfers.

§ 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or transfers.

INFORMATIONAL ADDENDUM

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
John Haran	Manager	Day-to-Day Sector Operations	Sector13@comcast.net	508 993 8225	205 Rockland	Dartmouth	MA	02748
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com	(978) 491-1838	85 Eastern Ave. Suite 104	Gloucester	MA	01930
John Haran	Sector Manager	Reporting i.e. vessel reporting requirements involving sector trips.	Sector13@comcast.net	508 993 8225	205 Rockland	Dartmouth	MA	02748
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue	jackie_odell@yahoo.com	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
John Haran Elizabeth Etrie	Sector Manager, Program Director NESSN	Sector Specific Research	Sector13@comcast.net	508 993 8225 (978) 491-1838	205 Rockland St. 85 Eastern Ave. Suite 104	Dartmouth Gloucester	MA	02748 01930
John Haran Elizabeth Etrie	Sector Manager, Program Director NESSN	Sector Specific Outreach	Sector13@comcast.net	508 993 8225 (978) 491-1838	205 Rockland St. 85 Eastern Ave. Suite 104	Dartmouth Gloucester	MA	02748 01930

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

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of Nov: 2011, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS) (KATHRYN)
Fishing Vessel Name ANNE KATHRYN Doc/Reg # 60416 E
Fishing Vessel Name / Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *[Signature]*

Owner/Entity Name:

Dick Grachek River Center Marine LLC

Name of Authorized Representative (print):

RICHARD M. GRACHEK

Title: OWNER / MGR.

List all permits including those listed in 4.

Permit Number: 604162 MRI 811
330354

Permit Number: _____ MRI _____

Notary Public:

Subscribed and sworn to before me
this 22 day of November 2011

[Signature]
Notary Public

Date Commission Expires: _____

Laraine C Cellucci
Notary Public, Connecticut
My Commission Expires May 31, 2012

Subscribed and sworn to before me
this _____ day of _____
Notary Public
Date Commission Expires: _____

LAVINE C. KELLY
Notary Public, Connecticut
My Commission Expires May 31, 2012

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name BUZZARDS BAY Doc/Reg # 624947

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Alexander L. Smith*

Owner/Entity Name:

BURZARDS BAY FISHERIES INC

Name of Authorized Representative (print):

ALEXANDER L. SMITH

Title: TREASURER

List all permits including those listed in 4.

Permit Number: 410298 MRI 1074

Permit Number: _____ MRI _____

Notary Public:

Quinn M. Peterson

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

THIS ADHERENCE AGREEMENT is entered into as of this 14 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Cody Doc/Reg # 931433
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Mc Glade Fisheries

Name of Authorized Representative (print):

PATRICK Mc Glade

Title:

President

List all permits including those listed in 4.

Permit Number: ~~320658~~ MRI _____

Permit Number: 310989 MRI 646

Permit Number: _____ MRI _____

Notary Public:


COM
EXP
10/22/12

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

THIS ADHERENCE AGREEMENT is entered into as of this 15 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name CONCET MCANEEL Doc/Reg # 596771

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Patrick C Knapp

Owner/Entity Name:

TCM FISHERIES INC.

Name of Authorized Representative (print):

Patrick C Knapp

Title: Captain / Pres.
OWNER / OPERATOR

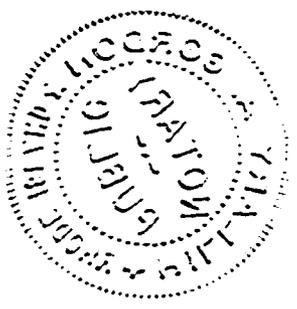
List all permits including those listed in 4.

Permit Number: 330579 MRI 906

Permit Number: _____ MRI _____

Notary Public: Hillary A Gordon
HILLARY A. GORDON
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/4/15

1944



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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>CURLEW II</u>	Doc/Reg #	<u>297129</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Alexander L Smith

Owner/Entity Name:

CURLEW II INC

Name of Authorized Representative (print):

ALEXANDER L. SMITH

Title: TREASURER

List all permits including those listed in 4.

Permit Number: 330084 MRI 692

Permit Number: _____ MRI _____

Notary Public: Quie M. Peterson

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Debbie Sue Doc/Reg # 673387
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Donald Roebuck

Owner/Entity Name:

KAREN SUE INC.

Name of Authorized Representative (print):

Donald Roebuck

Title: President

List all permits including those listed in 4.

Permit Number: 410342 MRI 1093

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houze

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 10th day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name EMILIA Rose Doc/Reg # 912995
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. John E. Curzake Jr.

Owner/Entity Name:

Sea Quest Fisheries Inc

Name of Authorized Representative (print):

John Curzake Jr.

Title: President

List all permits including those listed in 4.

Permit Number: 241153 MRI 873

Permit Number: _____ MRI _____

Notary Public:

Michael Hanna
Notary Public

My commission expires 10/14/14



Handwritten scribbles or marks at the top of the page.

Faint handwritten text, possibly a name or address.

Handwritten text, possibly a date or signature.



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

THIS ADHERENCE AGREEMENT is entered into as of this 14 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name ENTER P.A.S.C. Doc/Reg # 596804
Fishing Vessel Name Cody Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Erin Fisheries

Name of Authorized Representative (print):

Patrick M. Glade

Title:

President

List all permits including those listed in 4.

Permit Number: 320658 MRI 656

Permit Number: _____ MRI _____

Notary Public:  COM EXP 10/22/12

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

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name EVENING PRAYER Doc/Reg # 53889
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Ken Maguire

Owner/Entity Name:

EVING PRAYER INC

Name of Authorized Representative (print):

KEVIN MAGUIRE

Title: Prez

List all permits including those listed in 4.

Permit Number: 83019 MRI 1954

Permit Number: _____ MRI _____

Notary Public:

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

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Heritage</u>	Doc/Reg #	<u>656114</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Thomas E. Williams
RFDL 795 3008

Owner/Entity Name:

Heritage Fisheries Inc.

Name of Authorized Representative (print):

Thomas E. Williams

Title: pres.

List all permits including those listed in 4.

Permit Number: 310439 MRI 523

Permit Number: _____ MRI _____

Notary Public:

Vivian A. Warner - Notary Public
Vivian A. Warner

VIVIAN A. WARNER
NOTARY PUBLIC
BY COMMISSION EXPIRES 3-12-12

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

THIS ADHERENCE AGREEMENT is entered into as of this 14 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Hall & Sydney Doc/Reg # 637907
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

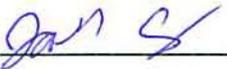
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

John Ainsworth/Leisure Coast Fisheries

Name of Authorized Representative (print):

John Ainsworth

Title: President

List all permits including those listed in 4.

Permit Number: 320583 MRI 639

Permit Number: _____ MRI _____

Notary Public:

George Ainsworth
George Ainsworth
Exp. 6/27/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Illusion Doc/Reg # 655467
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Mark S Phillips

Owner/Entity Name:

Mark S Phillips

Name of Authorized Representative (print):

Title: Owner

List all permits including those listed in 4.

Permit Number: 330549 MRI 892

Permit Number: 330281 MRI 1704

Permit Number: _____ MRI _____

Notary Public: Emily Healy
EMILY HEALY
Notary Public, State Of New York
No. 01HE6059270
Qualified In Suffolk County
Commission Expires July 23, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 10th day of Nov 2011 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name James Matthew Doc/Reg # 659866
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

JFH Fisheries Inc

Name of Authorized Representative (print):

James F Hantz Jr

Title: President

List all permits including those listed in 4.

Permit Number: 310455 MRI 527

Permit Number: _____ MRI _____

Notary Public:

Laura Pope 48333
Comm. Exp. 6/28/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 17th day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

- Active Member: (LIST ACTIVE VESSELS)
- | | | | |
|---------------------|-----------------------------|-----------|----------------|
| Fishing Vessel Name | <u>Jason & Danielle</u> | Doc/Reg # | <u>1183113</u> |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Henry Lach

Owner/Entity Name:

L+G Fisheries LLC

Name of Authorized Representative (print):

Henry Lachner

Title: President/Managing member

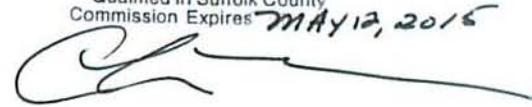
List all permits including those listed in 4.

Permit Number: 410588 MRI 00169

Permit Number: _____ MRI _____

Notary Public:

CHRISTINE L. BALCUNS
Notary Public, State of New York
No. 01BA5077471
Qualified in Suffolk County
Commission Expires MAY 12, 2016



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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name J Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

Signature of Authorized Representative:

x. Jeff Wise

Owner/Entity Name:

WISE FISHERIES

Name of Authorized Representative (print):

JEFF WISE

Title: OWNER/PRESIDENT

List all permits including those listed in 4.

Permit Number: 330322 MRI 795

Permit Number: _____ MRI _____

Notary Public:

Romany A. Darden
my commission expires 10/5/2012



List all permits including those listed in 1.

Signature of Authorized Representative:

Permit Number: _____

Company Name: _____

Name of Authorized Representative (Print): _____

Title: _____



Notary Public

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

THIS ADHERENCE AGREEMENT is entered into as of this 29th day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Johanna Lenore Doc/Reg # 605425

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Jeff N. Wise

Owner/Entity Name: F/V Johannakere

Jeffrey N. Wise

Name of Authorized Representative (print):

Jeffrey N. Wise

Title: President / Owner

List all permits including those listed in 4.

Permit Number: 330322 ~~330322~~ MRI 795

Permit Number: _____ MRI _____

Notary Public:

Jeffrey N. Wise
Expires 10/8/2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name KAHUNA Doc/Reg # 594026
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Vincent Carillo

Owner/Entity Name:

KAHUNA FISHERIES, INC

Name of Authorized Representative (print):

VINCENT CARIZZO JR.

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 310301 MRI 2146

Permit Number: _____ MRI _____

Notary Public:

Jill M. Ramundo
JILL M. RAMUNDO
Notary Public, State of New York
No. 01RA6123311, Suffolk County
Commission Expires, March 07, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name KAREN MULLABETH Doc/Reg # 663444
Fishing Vessel Name YANKEE PRIDE Doc/Reg # 944788
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

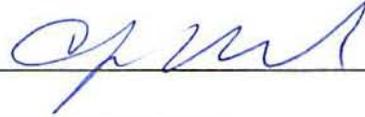
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

SALT POND FISHERIES INC / YANKEE POND
FISHERIES INC.

Name of Authorized Representative (print):

CHRISTOPHER ROBUCK

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 410326 MRI 1084

Permit Number: 410514 MRI 1168

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. House

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 30th day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>LENA PEARL</u>	Doc/Reg #	<u>622589</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

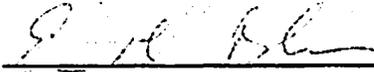
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR X]II
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Backlund Fisheries Inc.

Name of Authorized Representative (print):

EINAR H. BACKLUND

Title:

PRESIDENT

List all permits including those listed in 4.

Permit Number: 320540 MRI _____

Permit Number: _____ MRI _____

Notary Public:



My commission expires on _____

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Margaret Holley Doc/Reg # 630336
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Donald Roebuck

Owner/Entity Name:

KAREN SUE INC.

Name of Authorized Representative (print):

Donald Roebuck

Title: President

List all permits including those listed in 4.

Permit Number: 330487 MRI 869

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. House

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name ~~15133~~ Doc/Reg # 643240
Fishing Vessel Name MARY L Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. _____

Owner/Entity Name:

AMANDA L INC

Name of Authorized Representative (print):

HAROLD LOFTES

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 151337 MRI 181

Permit Number: _____ MRI _____

Notary Public:

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

- Active Member: (LIST ACTIVE VESSELS)
- | | | | |
|---------------------|-------------------------|-----------|---------------|
| Fishing Vessel Name | <u>Matthie + mareid</u> | Doc/Reg # | <u>519505</u> |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Clarke A. Reposa

Owner/Entity Name:

F/V MATTIE AND MAREN INC.

Name of Authorized Representative (print):

CLARKE A. REPOSA Sr.

Title:

List all permits including those listed in 4.

Permit Number: 320127 MRI 556

Permit Number: _____ MRI _____

Notary Public: Lee E. R. House

My Commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>MEGAN MARIE</u>	Doc/Reg #	<u>623578</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. D. F. A.

Owner/Entity Name:

BLUE WATER FISHERIES

Name of Authorized Representative (print):

DAN FARNHAM

Title: V.P.

List all permits including those listed in 4.

Permit Number: 410273 MRI 1062

Permit Number: _____ MRI _____

Notary Public:

*Subscribed before me this 15th
day of November 2011.*

Donna M Harney

DONNA M. HARNEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SUFFOLK COUNTY
NO. 4908731
MY COMMISSION EXPIRES OCT. 19, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>MISCHIEF</u>	Doc/Reg #	<u>614835</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Alexander L. Smith*

Owner/Entity Name:

S + S FISHERIES INC

Name of Authorized Representative (print):

ALEXANDER L. SMITH

Title: TREASURER

List all permits including those listed in 4.

Permit Number: 330084MRI 826

Permit Number: _____MRI_____

Notary Public

Quinn Peterson

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

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name MISTE ROSE Doc/Reg # 911242
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Chuck Mallinson

Owner/Entity Name:

CHUCK AND ACE SEAFOOD INC

Name of Authorized Representative (print):

CHUCK MALLINSON

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 22096 MRI 2208

Permit Number: _____ MRI _____

Sworn to me this 30th
day of November, 2011
TERRI CZECZOTKA

Notary Public:

TERRI CZECZOTKA
Notary Public, State of New York
No. 01CZ8155702
Qualified in Suffolk County
Commission Expires 12/28/2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name PONTOS Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Self

Owner/Entity Name:

ENGAR SEAFOOD PRODUCTS, INC

Name of Authorized Representative (print):

SAM A. MARTIN

Title: VP OPERATIONS

List all permits including those listed in 4.

Permit Number: 410154 MRI 1607

Permit Number: _____ MRI _____

Notary Public:

The Commonwealth of Massachusetts
On this 30th day of November, 2011
before me, the undersigned notary public, personally appeared
SAM A. MARTIN
proved to me through satisfactory evidence of identification, which was NIJ Driver's License
to be the person whose name is signed on the preceding or attached document who said
or affirmed to me that the contents of the document are truthful and accurate to the best of
his/her knowledge and belief.
Sandra Lee Bergeron
SANDRA LEE BERGERON, Notary Public
My Commission Expires February 20, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of November, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Mark S Phillips

Owner/Entity Name:

Mark S Phillips

Name of Authorized Representative (print):

Title: Owner

List all permits including those listed in 4.

Permit Number: 330281 MRI 1704

Permit Number: 330549 MRI 892

Permit Number: _____ MRI _____

Notary Public:

Emily Healy

EMILY HEALY
Notary Public, State Of New York
No. 01HE6059270
Qualified In Suffolk County
Commission Expires July 23, 20 13

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name PREVAIL Doc/Reg # 970254
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

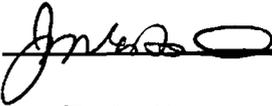
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

JENNIFER FISHERIES Inc

Name of Authorized Representative (print):

JULIA WESTCOTT

Title: President

List all permits including those listed in 4.

Permit Number: 330739 MRI 1524

Permit Number: _____ MRI _____

Notary Public:


Scot V. Hallberg
expires 02/01/2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of November, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>PROVIDER</u>	Doc/Reg #	<u>599943</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

GOOD SHEPHERD FISHERIES

Name of Authorized Representative (print):

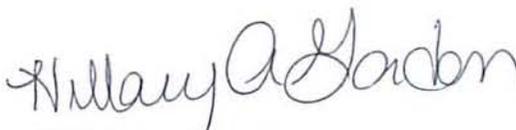
ROBERT CABRAL

Title: PRES.

List all permits including those listed in 4.

Permit Number: 410166 MRI 988

Permit Number: _____ MRI _____

Notary Public: 
HILLARY A. GORDON
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/4/15



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

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name RHONDA DENISE Doc/Reg # 516754
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

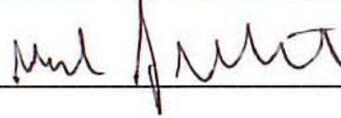
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

AMERICAN SEAFOOD INC.
OBA / FURHONDA DENISE

Name of Authorized Representative (print):

MALCOLM J. MCCLINTOCK

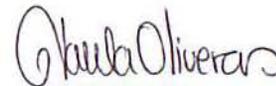
Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330464 MRI 858

Permit Number: _____ MRI _____

Notary Public:


PAULA OLIVERAS
Notary Public - State of New York
No. 01OL6087794
Qualified in Suffolk County
Commission Expires February 24, 2015

PAULA OLIVERAS
Notary Public - State of New York
No. 010687794
Qualified in Suffolk County
Commission Expires February 24, 20

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

THIS ADHERENCE AGREEMENT is entered into as of this 15 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name F/V ROSIE MARIE Doc/Reg # 680986
Fishing Vessel Name F/V 2007 WALKER BAY Doc/Reg # NJ 3223
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

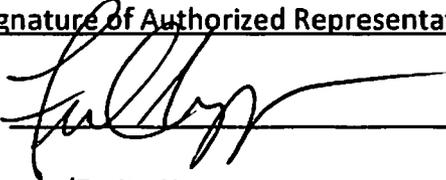
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

ROSE MARIA INC

Name of Authorized Representative (print):

FRANK MAZZA

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410367 MRI 1108

Permit Number: 150615 MRI 626

Permit Number: _____ MRI _____

Notary Public:



Tami Ann Mazza
Notary Public, New Jersey
My Commission Expires 9-11-13

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

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Seafarer Doc/Reg # 675048
Fishing Vessel Name MD Doc/Reg # _____
Fishing Vessel Name MD Doc/Reg # _____

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

Non-Active Member

Charlie's Pride & Walnut Lady
330493 310100

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Michael A Doyle*

Owner/Entity Name:

Name of Authorized Representative (print):

Michael A Doyle

Title: *President*

List all permits including those listed in 4.

Permit Number: *410344* MRI *1095*

Permit Number: *310100* MRI *469*

Permit Number: *330493* MRI *871*

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houhe

My commission expires 07/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name TENACITY Doc/Reg # 688168
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature/of Authorized Representative:

x. Vincent Carillo

Owner/Entity Name:

TENACIOUS FISHING CORP.

Name of Authorized Representative (print):

VINCENT CARILLO JR.

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 320699 MRI 516

Permit Number: _____ MRI _____

Notary Public:



JILL M. RAMUNDO
Notary Public, State of New York
No. 01RA8123311, Suffolk County
Commission Expires, March 07, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Tradition</u>	Doc/Reg #	<u>619934</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Thomas E. Williams
RD DL 79 53008

Owner/Entity Name:

NAT W. Inc.

Name of Authorized Representative (print):

Thomas E. Williams

Title: pres.

List all permits including those listed in 4.

Permit Number: 310360 MRI 648

Permit Number: _____ MRI _____

Notary Public:

Vivian A. Warner - Notary Public
Vivian A. Warner

VIVIAN A. WARNER
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-12-12

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

THIS ADHERENCE AGREEMENT is entered into as of this 13 day of NOV. 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name William Lynn Doc/Reg # 674 825
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Bart W. McNeel

Owner/Entity Name:

Lynn & William Inc.

Name of Authorized Representative (print):

BART W. McNEEL

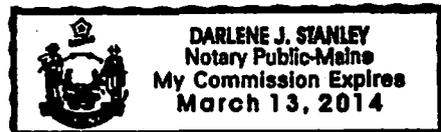
Title: President

List all permits including those listed in 4.

Permit Number: 410349 MRI 1099

Permit Number: _____ MRI _____

Notary Public:



Darlene J. Stanley

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of APRIL, 201²~~1~~, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name ASHER & AIRAWA Doc/Reg # 590841
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Brent Loftes

Owner/Entity Name:

SCANDINAVIAN FISHERIES, INC
D/B/A ASHER & ARIANA

Name of Authorized Representative (print):

BRENT LOFTES

Title: PRESIDENT/OWNER

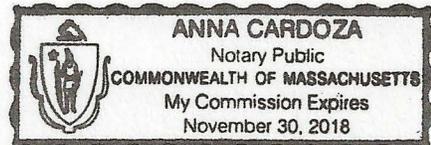
List all permits including those listed in 4.

Permit Number: 118963 MRI _____

Permit Number: _____ MRI _____

Notary Public:

Anna Cardoza



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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of APRIL, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name KATE + SEAN Doc/Reg # 606259
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Victor Carpenter

Owner/Entity Name:

OWNER / PRESIDENT

Name of Authorized Representative (print):

VICTOR CARPENTER

Title: OWNER / PRESIDENT

List all permits including those listed in 4.

Permit Number: 310331 MRI 345

Permit Number: _____ MRI _____

Notary Public:

Brenda E. Curzake

BRENDA E. CURZAKE
NOTARY PUBLIC
MY COMMISSION EXPIRES 10/25/15



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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of April 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (the "Sector").

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

3. Member acknowledges that; NEFS XIII has adopted April 1, 2012 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Oamariscoth Doc/Reg # RI 96807
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. B. Loft

Owner/Entity Name:

LoFTes Fisheries Inc

Name of Authorized Representative (print):

Brian LoFTes

Title: president

List all permits including those listed in 4.

Permit Number: 118963 MRI 368

Permit Number: _____ MRI _____

Notary Public:

National Marine Fisheries Service

NMFS vessel/fishery data as of August 22, 2011, 11:28 am

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: ILLUSION
 Northeast Federal Fishery Permit: 330549
 US Coast Guard Doc #/State Registration # : 655467
 Primary Owner|Corporation Name: MARK S PHILLIPS
 Address:
 210 ATLANTIC AVENUE
 GREENPORT, NY 11944-1803
 Phone: (631) 477-8485

Hailing Port: GREENPORT, NY.
 Principal Port: GREENPORT, NY.

Sector: NEFS 13

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2011	BLU	1	BLUEFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	DOG	1	SPINY DOGFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
			HERRING - LIMITED ACCESS -	01-	30-

2011	HRG	C	INCIDENTAL - 2011	MAY-11	APR-12
2011	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2011	20-APR-11	29-FEB-12
2011	LO	1	AMERICAN LOBSTER - NON -TRAP - 2011	01-MAY-11	30-APR-12
2011	MNK	C	MONKFISH - CATEGORY C - 2011	01-MAY-11	30-APR-12
2011	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2011	01-MAY-11	30-APR-12
2011	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011	20-APR-11	29-FEB-12
2011	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	SKT	1	SKATE - 2011	01-MAY-11	30-APR-12
2011	SMB	1	LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2011	01-MAY-11	30-APR-12
2011	SMB	4	ATLANTIC MACKEREL - 2011	01-MAY-11	30-APR-12
2011	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2011	01-MAY-11	30-APR-12



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



Help with this form

HERITAGE FISHERIES, INC. Summary Screen

[Request a Certificate](#)

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

Entity Type: Domestic Profit Corporation

Identification Number: 000095127

Date of Incorporation in Rhode Island: 05/20/1997

The location of its principal office:

No. and Street: 6 RHODY DRIVE
City or Town: WESTERLY State: RI Zip: 02891 Country: USA

The mailing address or specified office:

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

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 6 RHODY DRIVE
City or Town: WESTERLY State: RI Zip: 02891-
Name: KATHLEEN WILLIAMS

The officers and all of the directors of the corporation:

Title	Individual Name	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country
PRESIDENT	THOMAS E WILLIAMS	6 RHODY DRIVE WESTERLY, RI 02891 USA
DIRECTOR	THOMAS H WILLIAMS	6 RHODY DRIVE WESTERLY, RI 02891 USA

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

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>

CNP

\$0.0000

1,000.00

1,000.00

Purpose

TO ENGAGE IN ANY ALL FACETS OF COMMERCIAL FISHING INDUSTRY.

TITLE: 7-1.1-51

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

- ALL FILINGS
- Annual Report
- Annual Report - Amended
- Articles of Amendment
- Articles of Dissolution
- Articles of Dissolution or Incorporation

[Click here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

View Filings

New Search

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 [Help](#)



The Commonwealth of Massachusetts
William Francis Galvin

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

CURLEW II INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: CURLEW II INC.

Entity Type: Domestic Profit Corporation

Identification Number: 042722011

Old Federal Employer Identification Number (Old FEIN): 000165479

Date of Organization in Massachusetts: 01/13/1981

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 00 / 00

The location of its principal office:

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

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

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

Name and address of the Registered Agent:

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

The officers and all of the directors of the corporation:

Title	Individual Name	Address (no PO Box)	Expiration of Term
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
PRESIDENT	HERBERT SMITH	250 HORSENECK RD., WESTPORT, MA USA	
TREASURER	JUDITH SMITH	250 HORSENECK RD., WESTPORT, MA USA	
DIRECTOR	HERBERT SMITH	250 HORSENECK RD., WESTPORT, MA 02790 USA	
SECRETARY	EMILE E. MORAD	201 COUNTY ST NEW BEDFORD, MA 02740 USA	

DIRECTOR

JUDITH SMITH

250 HORSENECK RD.,
WESTPORT, MA 02790 USA

DIRECTOR

EMILE E. MORAD

201 COUNTY ST
NEW BEDFORD, MA 02740 USA

business entity stock is publicly traded:

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	1,000

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

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

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

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

Comments



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$15.00

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

Federal Employer Identification Number: 001003708 (must be 9 digits)

Filing for November 1, 2010

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. Exact name of the corporation: XIII NORTHEAST FISHERY SECTOR, INC.

2. Location of its principal office:

No. and Street: 205 ROCKLAND ST.
City or Town: DARTMOUTH State: MA Zip: 02748 Country: USA

3. DATE OF THE LAST ANNUAL MEETING: 9/14/2010

4. State the names and street addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	ALBERT LEES	655 PINE HILL ROAD WESTPORT, MA 02790 USA	2011
TREASURER	THOMAS WILLIAMS	6 RHODY DRIVE WESTERLY, RI 02891 USA	Until successor is elected and qualified
CLERK	MICHAEL MATULAITIS	PO BOX 5296 20 JACKSON STREET ENGLEWOOD, NJ 07631-5296 USA	Until successor is elected and qualified
VICE PRESIDENT	MARK PHILLIPS	210 ATLANTIC AVE GREENPORT, NY 11944 USA	2011
DIRECTOR	ALEX SMITH	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	CHRISTOPHER ROEBUCK	81 POINT AVE WAKEFIELD, RI 02879 USA	Until successor is elected and qualified

5. Check if the corporation is a cemetery corporation that does NOT hold perpetual care funds in trust. If the corporation is a cemetery corporation that holds perpetual care funds in trust, a copy of the written instrument establishing the trust and any amendments thereto must be attached, and the annual report must be filed by facsimile, mail or in person.

I, the undersigned, THOMAS WILLIAMS of the above-named business entity, in compliance with the General Laws, Chapter 180, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my

name on this 15 Day of October, 2010.

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