

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered  
3 into as of March 29, 2013 (the “Effective Date”), by and among XI Northeast Fishery Sector, Inc. (“NEFS  
4 XI”) and each of the Sector members identified on the attached Exhibit A.

5 **Recitals**

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

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

14 **Agreement**

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

18 1. Sector Name. The organization described under this Agreement shall be called the **XI**  
19 Northeast Fishery Sector, Inc. This is a non-profit organization incorporated in Massachusetts on May  
20 26, 2009 and therefore may be held liable for violations committed by its members.

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

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

6       2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as  
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in  
8 the sector. This criterion has been fulfilled with permit # 131421 under the distinct ownership of  
9 Charles Felch Jr., permit # 144049 under the distinct ownership of Jayson Driscoll, and permit # 233539  
10 under the distinct ownership of Jeff White.

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

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

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

1 Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's  
2 Harvest Share shall be a breach of this Agreement.

3 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to  
4 act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters  
5 (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf  
6 of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered  
7 Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The  
8 Manager and the Registered Agent may be the same person. The Manager shall be responsible for  
9 preparing and filing all reports required of the Sector under Amendment 16 and the related  
10 implementing regulations. . James Hayward will serve as the registered agent for receiving service of  
11 process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2013 who will be acting as  
12 their Manager for FY 203-2014.

13 6.1 Communication with Sector. The Manager is the primary point of contact for all  
14 communications on behalf of the Sector and all communications regarding NEFS XI should be directed  
15 accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director of  
16 Northeast Sector Service Network, is authorized to act on behalf of the Sector. At the time in which this  
17 Agreement is entered into, the Board of Directors are as follows:

18 President: Jayson Driscoll

19 Treasurer: James Hayward

20 Clerk: Ellen Goethel

21 Directors: Jayson Driscoll, James Hayward, Geordie King, Peter Kendall,

22 Tom Lyons, Peter Lagerstrom, Randy Gauron, Ellen Goethel

23

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

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

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

1           7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations,  
2 the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE allocation, as  
3 adjusted by transfers of ACE between the Sector and other sectors. Each Member further acknowledges  
4 that under NMFS regulations, each Member may be held jointly liable for fines, penalties and forfeitures  
5 related to the Sector's ACE being overharvested. Each Member therefore authorizes the Manager to  
6 annually establish a reserve of each Allocated Species in the amount the Manager deems necessary to  
7 insure the Sector's ACE is not over-harvested (the "Reserve"). The Reserve for each Allocated Species  
8 shall be established by assessing the Members' Harvest Shares for such Allocated Species on a pro rata  
9 basis, according to their Harvest Share percentages for each such species. The amount of each  
10 Member's Harvest Share available for harvest or transfer shall be net of the amount assessed for the  
11 Reserve. The Reserve shall be managed under a "Deemed Value System" ("DVS") by the Manager in  
12 accordance with the terms and conditions adopted by the Board from time to time. If the Board  
13 requires that Members pay for distributions from the Reserve, the DVS payments received by the Sector  
14 shall be distributed to the Members after the close of fishing for the year on a pro rata basis, such that  
15 each Member receives a share of the total amount paid for distributions of each Allocated Species from  
16 the Reserve proportionate to the amount of such Allocated Species each Member contributed to the  
17 Reserve.

18           7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before  
19 December 3, 2012 (the "Notification Date"), and on or before any succeeding Notification Dates  
20 established by the Board for FY 2013 and thereafter of their intention to harvest Sector ACE ("Active  
21 Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest  
22 Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not  
23 harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall  
24 harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest  
25 Share shall be subject to all NMFS and other management regulations generally applicable to the  
26 Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a  
27 discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested  
28 in any season or area than the percentage of the related Sector ACE allocation permitted to be  
29 harvested in such season or area. The Manager may impose and enforce additional restrictions on each  
30 Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

1                   7.2.1 Non-Active Members. The Members acknowledge that Active Members  
2 are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the non-  
3 Active Members, and that the Active Members are making certain financial contributions to the Sector  
4 that are not made by non-Active Members. Obligations assumed by Active Members that are not  
5 imposed on non-Active Members include, but are not limited to payments of the initial Membership  
6 Fee, and paying Network and Sector fees in connection with landings of catch harvested under the  
7 Sector's ACE. In consideration for the Active Members assuming these costs, risks and fee obligations,  
8 each non-Active Member shall:

9                   (a) Not fish in any ACE-accountable fisheries;

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

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

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

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

23                   7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement,  
24 each Member may transfer some or all of such Member's Harvest Share to one or more Active  
25 Member(s) on such terms and conditions as the transferor Member and the transferee Active  
26 Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the  
27 Manager has received actual notice of such transfer. No Member may transfer any portion of such  
28 Member's Harvest Share, or interest in the Sector's ACE, to any person other than an Active Member  
29 unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such

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

9           7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such  
10 restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s  
11 compliance with Amendment 16 and related implementing regulations (such restrictions referred to  
12 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on Exhibit C. Each Active Member  
13 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each  
14 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in  
15 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that  
16 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing  
17 Plan available to Active Members prior to the commencement of the fishing season.

18           7.5 Re-direction Of Effort. During FY 2011, NEFS XI vessels switched fishing efforts into  
19 the following fisheries to a greater extent than in previous years due to decreased opportunities to  
20 participate in the ground fish fishery, however these are fisheries that NEFS XI vessels have historically  
21 participated in:

- 22           • Fishery: Monkfish (Gear: ELM Gillnet)
- 23           • Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- 24           • Fishery: Shrimp (Gear: Trawl)
- 25           • Fishery: Squid (Gear: Trawl)
- 26           • Fishery: Whiting (Gear: Trawl)
- 27           • Fishery: Herring (Gear: Trawl)
- 28           • Fishery: Lobster (Gear: pot/trap)

29  
30 During the first quarter of FY 2012, NEFS XI vessels switched effort into the following fisheries:

- 31
- 32           • Fishery: Monkfish (Gear: ELM Gillnet)
- 33           • Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- 34           • Fishery: Whiting (Gear: Trawl)
- 35           • Fishery: Herring (Gear: Trawl)

- Fishery: Skate (Gear: ELM Gillnet)

During FY 2013, NEFS XI anticipates similar redirection of effort to the fisheries listed above.

#### 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 2012, 79% of the permits which are enrolled in the NEFS XI Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2013, the NEFS XI Sector has 42 permits currently enrolled. Of those 42 permits, 25% are anticipated to actively fish for NE multispecies in FY 2013. A net consolidation beyond what previously occurred among the NEFS XI as the share of ACE contributed by member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active fishing 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 XI Northeast Fishery Sector, Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is considered to be

1 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of  
2 various species of fish associated with the limited access Northeast multispecies permit with the  
3 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries  
4 Service that the undersigned has authority to access. This information includes data required to be  
5 submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel  
6 trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for  
7 conservation and management purposes, catch and landings history data, Sector at-sea monitoring data,  
8 and all other information associated with the vessel, MRI #, and/or permit records.

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

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

30           10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and  
31 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector

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

7           10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to  
8 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the  
9 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming  
10 year, and to address any other matters of Sector business properly before the Board. The Board shall  
11 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such  
12 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do  
13 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist  
14 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement  
15 and shall hear and decide Members’ appeals of the Manager’s contract breach determinations and  
16 liquidated damages assessments.

17           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)  
18 days prior to each annual Season Opening Date, the Manager shall establish the market value of an  
19 unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit such  
20 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take  
21 into account both the direct costs and the opportunity costs associated with an over-harvest of the  
22 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the  
23 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value  
24 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-  
25 harvest of a Member’s Harvest Share, which shall be based on the Enforcement Committee’s estimate  
26 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.  
27 Because the damages suffered by one or more other Sector Members as the result of a Member  
28 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the  
29 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the  
30 Enforcement Committee’s adoption of Base Values and Base Value multipliers, such Base Values and

1 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share  
2 overages.

3           10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound  
4 by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such  
5 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The  
6 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's  
7 Harvest Share shall be as provided on **Exhibit D.**

8           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
9 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
10 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who  
11 will to a significant degree have control over whether the vessel is operated in compliance with this  
12 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
13 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
14 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed  
15 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
16 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

17           10.6 Liquidated Damages Security. The Board may require that a Member that has two  
18 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another  
19 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing  
20 such Member's payment and performance obligations under this Agreement in such amounts as the  
21 Board deems appropriate, or may require such Member to personally guaranty, and/or have other  
22 Members or third parties personally guaranty, such Member's payment and performance obligations  
23 under this Agreement.

24           10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the  
25 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware  
26 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if  
27 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such  
28 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such  
29 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,  
30 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the

1 time period directed by the Manager, taking into account the magnitude of the breach and the potential  
2 consequences of the breach for the Sector and the other Members, the Manager shall notify the  
3 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and  
4 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated  
5 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described  
6 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its  
7 Members, the Manager may issue a “Stop Fishing Order” to the Member in apparent breach, and if such  
8 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector  
9 manager may take any action he/she deems necessary including without limitation, self-help or court  
10 action which may include the seeking of injunctive relief.

11           10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed  
12 liquidated damages shall have five (5) days from the date that the Member receives the notice to  
13 request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing  
14 within such 5-day appeal period, the Member’s right of appeal shall expire, the Member shall be  
15 deemed to have breached this Agreement in accordance with the Manager’s determination, and the  
16 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an  
17 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an  
18 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable  
19 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able  
20 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time  
21 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with  
22 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent  
23 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and  
24 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each  
25 Member's obligations under this Agreement and all related documents may be enforced to their fullest  
26 extent on the basis of such data. If the Enforcement Committee determines that a Member breached  
27 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages  
28 amount provided for such breach under this Agreement.

29           10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a  
30 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide  
31 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,

1 during which period the Member may propose an alternative method of compensating the Sector and  
2 other Sector Members for the damages suffered as the result of such Member's breach. The  
3 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole  
4 discretion, provided that if the breach at issue is an overharvest of a Member's Harvest Share, there  
5 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from  
6 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the  
7 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred  
8 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs  
9 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for  
10 payment.

11           10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to  
12 resolve a breach of this Agreement through voluntary compliance measures approved by the  
13 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall  
14 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the  
15 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid  
16 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by  
17 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the  
18 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated  
19 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the  
20 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal  
21 action to collect the liquidated damages. In addition, in connection with Member breaches resulting  
22 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement  
23 Committee) may take possession of an amount of the Member in breach's Harvest Share for the  
24 overharvested species for the year in which the contract breach occurred and, if necessary, in  
25 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided  
26 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately  
27 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to  
28 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with  
29 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not  
30 the Sector prevails in such action.

1                   10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition  
2 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential  
3 damages in connection with a breach of this Agreement resulting from the Member's gross negligence  
4 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of  
5 or related to the gross negligence or willful misconduct of the captain operating such Active Member's  
6 vessel(s).

7                   10.12 Distribution of Damages. Where a Member's breach causes one or more other  
8 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision  
9 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member  
10 receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch  
11 was less than such Member's allocation or apportionment, and the denominator of which is the sum of  
12 the aggregate amount of by which all Members' allocations or apportionments were reduced as a result  
13 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any  
14 damages awarded to the Sector in excess of those distributed to other Members under this Section, and  
15 any damages awarded in connection with a breach which does not cause any other Member's allocation  
16 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector  
17 operations.

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

27 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold the Sector  
28 and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of  
29 any nature whatsoever arising out of or related to any breach of this Agreement related to such Active  
30 Member's harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector  
31 and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures

1 of any nature whatsoever arising out of or related to such Member's breach of this Agreement. Each  
2 Member's indemnification obligation under this Section 11 is separate from and in addition to each  
3 Member's liquidated damages and consequential damages obligations under Section 10, above. Each  
4 Member authorizes the Board to require that a Member's obligations under this Section 11 be secured  
5 by a surety.

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

14 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
15 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
16 written notice to that effect to all other Members on or before December 1, 2013 or such date as the  
17 Board may from time to time establish for that purpose (the "Termination Date") each year. A Member  
18 that fails to provide such notice by the Termination Date shall be deemed to have automatically  
19 renewed its Sector membership for the following year, and all other Members shall be entitled to act in  
20 reliance on such renewal accordingly. If any Member provides a membership termination notice by the  
21 Termination Date, each of the other Members shall have ten (10) days from the date they receive such  
22 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.  
23 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

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

28 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject  
29 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the  
30 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of  
31 this Agreement for which a Member would be liable for damages. Because each incident of ACE

1 overharvest would constitute a separate violation of the Amendment 16 regulations, and because each  
2 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate  
3 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the  
4 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting  
5 its ACE would be consequential and irreparable.

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

10           14.1 The Sector, acting through the Manager, has the authority to issue to any Member  
11 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member  
12 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member  
13 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the  
14 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members  
15 and the Manager from any and all liability of any nature whatsoever, including but not limited to both  
16 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages  
17 that a Member may suffer as a result of complying with a Stop Fishing Order.

18           14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply  
19 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help  
20 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order  
21 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden  
22 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.( evidence  
23 that the vessel continued to fish thereafter).

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

27           15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member,  
28 subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by  
29 the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors,  
30 and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to

1 a person who is not an Active Member unless such person assumes all of the transferring Member's  
2 obligations under this Agreement as of the effective date of such transfer. A person other than a  
3 Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with  
4 this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the balance of the  
5 fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such  
6 Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

7 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no  
8 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in  
9 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active  
10 Member status during the fishing year in which the permit transfer occurred must submit a written  
11 request to the Board for consideration. The Board will have the authority to approve, conditionally  
12 approve or deny such request.

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

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

29 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith  
30 commercially reasonable efforts to resolve any disputes arising under this Agreement through direct

1 negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be  
2 submitted to binding arbitration upon the request of any party at interest. Any person nominated as an  
3 arbitrator hereunder by any person shall be a person of mature, sound and reasonable business  
4 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)  
5 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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

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

29 The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce  
30 any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*

1 *pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and  
2 agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court  
3 for the County where the registered office of the Sector is located shall be deemed to have such  
4 jurisdiction

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

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

18

1 **EXHIBIT A**

2 **Sector Membership Fishing Year 2013 (May 1, 2013 to April 30, 2014)**

3 SECTOR MEMBERS: The following table identifies The NEFS XI Members:

<b>Owner/Entity</b>	<b>Permit #</b>	<b>MRI #</b>	<b>Vessel Name</b>
James Hayward	118675	1735	Sweet Carolyn
Charles Felch	131421	1197	Lady Victoria
XI Northeast Fishery Sector Inc.	151405	85	Unnamed
Heidi and Elisabeth Fisheries Inc	148106	1969	Heidi & Elisabeth
James Hayward	147937	1879	Rolling Stone
James Jones	148837	1782	Wil-Mar
Jayson Driscoll	144049	1913	Karen Lyn
Jeff White	233539	1990	Jacque and Nicole
Jon Drake	211035	20	Paniolo
Kurt Lang	150119	44	Allanna Renee
Parental Guidance Inc	149374	298	Rimrack
Norman Pike	146759	1781	Hope Lynn
Norman Pike	146679	1920	Sandi Lynn
Peter Lagerstrom	148069	1821	Miss Maura
Jayson Driscoll	127422	1789	Sweet Misery
Richard Anderson	146669	270	Bridget Leigh
Sassy II Inc	149496	1745	Ashley E
Thomas Lyons	232278	1694	Marion J
Katie-rue LLC	231481	198	Katie-Rue
F/V Wendy Leigh LLC	144354	2058	Wendy Leigh
Randall Morgan	233317	2178	Miss Delores
Peter Flannigan	231422	193	Wendy Lee
A.E. Lang Fishing	310375	509	F/V Lady Dee
Charles Felch	150511	1891	Cupcake
Charles Felch	150030	300	Unnamed
Charles Felch	148571	437	Vicki Mae
Garry Glidden	221742	98	Last Penny
James Bowles	136846	429	Penny B
Heidi and Elisabeth Fisheries Inc	149302	1390	Red Dog
Jayson Driscoll	125236	101	Sweet Scantum
J & K Fisheries Inc	250566	1975	Karen Lynn I
Jeremy Davis	149701	48003	Nathan D
Jon Drake	150208	1425	Unnamed
Michael Anderson	151180	1573	Unnamed

Michael Anderson	150530	1459	TripBoat
Norman Pike	109689	1765	Lucy Rose
XI Northeast Fishery Sector Inc.	149502	350	unnamed
Sassy II Inc	100192	344	Janice Marie
Steven Lord	221526	2007	Christopher K
Thomas Lyons	150583	1699	unnamed
Erik Anderson	150274	1487	FV Scruffy
Al Cummings	148770	47934	Toro

1

2

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

2

3

<b>Owner/Entity</b>	<b>Vessel Name</b>	<b>Doc/Reg #</b>
Charles Felch	Lady Victoria	NH 0001 CF
Heidi and Elisabeth Fisheries Inc	Heidi & Elisabeth	ME 6146 M
James Hayward	Rolling Stone	ME 6146 T
James Jones	Wil-Mar	NH 6912 BK
Jeff White	Jacque and Nicole	1165554
Jon Drake	Paniolo	656372
Kurtis Lang	Alanna Renee	NH 9660 BK
Parental Guidance Inc	Rimrack	NH 4444 MA
Norman Pike	Hope Lynn	NH 0733 BA
Norman Pike	Sandi Lynn	NH 3867 AZ
Peter Lagerstrom	Miss Maura	NH 9866 AL
Jayson Driscoll	Sweet Misery	NH 2398 AN
Richard Anderson	Bridget Leigh	NH 3911 AZ
Sassy II Inc	Ashley E	NH 0436 BK
Thomas Lyons	Marion J	653821
Katie-rue LLC	Katie-Rue	910561
F/V Wendy Leigh LLC	Wendy Leigh	NH 1665 BN
James Bowles	Penny B	NH 6173 AV
J&K Fisheries Inc	Karen Lynn I	631485

1 **EXHIBIT B**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2013 (May**  
3 **1, 2013 to April 30, 2014)**

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

Sector Member	Vessel	Permit #
Jonathon Drake	Shearwater	148849

6  
7  
8 Additional Information on federal and state permits was provided with December 3, 2012 Roster  
9 Submission

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2013 (May 1, 2013 to April 30, 2014)**

4 *The Members and the Participating Vessels of **XII Northeast Fishery Sector, Inc.** agree to be legally*  
5 *bound to follow the Harvesting Rules for the Fishing Year 2013 as described herein, in accordance with*  
6 *all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding*  
7 *those rules and regulations applicable to the common pool Multispecies vessels. Members and the*  
8 *Participating Vessels of NEFS XII will fish in primarily in the Gulf of Maine & Inshore Georges Bank.*

9 **ANNUAL CATCH ENTITLEMENT:** (as determined by NMFS)

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

10  
11 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more  
12 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
13 members agree that once an annual ACE is reached no member will fish commercially with any  
14 fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
15 under plan within the applicable area(s): except in those situations where a member is participating  
16 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this  
17 document has been approved by NMFS. The Sector members may resume fishing activities if  
18 additional ACE is secured through inter-sector ACE transfer.

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

1 trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members  
2 Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the  
3 fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

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

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

18 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
19 fishing operations must be retained and counted against the Sector's ACE allocation, unless  
20 otherwise exempted.

21 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
22 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in  
23 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in  
24 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
25 example, when fishing under a monkfish DAS.

26  
27 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
28 of the four stock delineation areas as identified in Amendment 16 and relating implementing  
29 regulations.  
30

31 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its Manager  
32 with a greater understanding of the fishing patterns conducted by their members, the  
33 following reporting requirements have been crafted and adopted by the Sector in  
34 collaboration with all Northeast Groundfish Sectors in the region. These provisions afford  
35 Sectors an administrative tool to track fishing activity west of the 70:15. The  
36 implementation of the following requirements is conditioned on the adoption of all  
37 Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision  
38 is not adopted by all Northeast Groundfish Sectors the specifications below will not be  
39 implemented by this Sector.

40 **7.1.1**For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West  
41 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be  
42 defined as **Inshore GOM**.



- 1                   ·     Landing State (abbreviation)
- 2                   ·     Landing Port City
- 3                   ·     Estimated time and Date of arrival in port
- 4                   ·     Estimated time and date of offloading (required only for trips less than
- 5                   6 hours in duration or if fishing within 6 hours of the offload port)
- 6                   ·     Comments (as directed by the Sector Manager)

7  
8

9                   **8.3    TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
10                   trips less than six hours in length or occurring within six hours of port, the estimated time of  
11                   arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail  
12                   (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required  
13                   updated information. An alternative timing for the TEH may be implemented during FY 2013 if  
14                   agreed upon by the Sector, and NMFS.

15

16                   **8.4    TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
17                   trips less than six hours in length or occurring within six hours of port, the estimated time of  
18                   arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail  
19                   (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required  
20                   updated information. An alternative timing for the TEH may be implemented during FY 2013 if  
21                   agreed upon by the Sector, and NMFS.

22

23                   **8.5    TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of  
24                   landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For  
25                   shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with  
26                   NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be  
27                   implemented during FY 2013 if agreed upon by the sector, the monitoring provider, and NMFS.  
28                   The trip end hail must include the following:

29

- 30                   ·     Vessel permit number
- 31                   ·     Vessel Trip Report (VTR) serial number



1 required by NERO. Sector Members will execute all documents necessary to meet legal  
2 requirements for the purpose of facilitating e-VTR service.  
3

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

24 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** : The reporting frequency for  
25 the sector manager's ACE Status Report will be increased to daily when 90% of any of the  
26 sector's ACEs is reached. An alternative threshold for increasing reporting frequency may  
27 be implemented during FY 2013 if agreed upon by the sector and NMFS. The Sector  
28 Manager, or a designated representative, will notify NMFS immediately by email, or mail if  
29 this, or an agreed upon alternative threshold has been met that triggers daily reporting.  
30

31 An alternative threshold for increasing reporting frequency may be implemented during FY  
32 2013 if agreed upon by the sector and NMFS.  
33

34 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
35 any enforcement or reporting compliance issues, including violations of Operations Plan  
36 (excluding those sections identified as administrative provisions in this document);  
37 violations of regulations, or general problems with monitoring or sectors operations in  
38 their *Trip Issue Report* which is submitted to NMFS weekly.  
39

40 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will  
41 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,  
42 including harvest levels of all species by sector vessels (landings and discards by gear types);  
43 enforcement actions; and any other relevant information required to evaluate the performance of  
44 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for  
45 regulated groundfish and their permit numbers (when such disclosure does not violate protection of  
46 confidentiality); number of vessels that fished for other species; method used to estimate discards;

1 landing port used by sector vessels while landing groundfish; and any other additional information  
2 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit  
3 required reports using the format and procedures prescribed by NMFS.  
4

5 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
6 logbook area information to calculate stock attribution ratios for all applicable species.  
7

8 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
9 representative) will derive stock specific discards for each trip. If the trip is observed by either an  
10 At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be  
11 derived based on data collected during that trip and will account for all hauls (observed and  
12 unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-  
13 provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate  
14 'in-season' discard rates.  
15

16  
17 **18. RESERVED FOR FUTURE USE**

18 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
19 messaging component of their VMS units. All data necessary for sector ACE management, including  
20 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
21 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
22 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be  
23 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
24 requirements in the formats required by the recipients  
25

26 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
27 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
28 it determines necessary for its operations.  
29

30 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
31 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the  
32 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in  
33 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.  
34 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
35 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.  
36

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

39 **21.1** All Groundfish DAS restrictions

40 **21.2** Trip limits on allocated stocks

41 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

42 **21.4** Additional mortality controls adopted by Amendment 16, including additional seasonal  
43 or year-round closures, gear requirements, DAS reductions, differential DAS counting,  
44 and/or restricted gear areas.

- 1           **21.5**     Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle  
2                   trawl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization  
3                   to use 6-inch mesh in the codend).  
4           **21.6**     Gulf of Maine Rolling Closures, except for:  
5                   April – Blocks 124, 125, 132, 133  
6                   May – Blocks 132, 133, 138, 138,139,140  
7                   June – Blocks 139, 140, 145, 146, 147, 152  
8                   Unless authorized as a sector specific exemption.  
9

10           In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of  
11           this Agreement, Members agree to abide by the following obligations as Authorized in their LOA,  
12           in order to utilize these Sector Specific Exemptions:  
13

- 14           **21.7**     120 Day Gillnet Block Out of the fishery.  
15           **21.8**     20 Day Spawning Block.  
16           **21.9**     Limitation on the number of gillnets for day gillnet vessel that a Day gillnet vessel may  
17                   fish in any of the RMAs, specified in 648.80(a) (3)(iv)(B)(2), (a)(4)(iv)(B)(1),  
18                   (B)(2)(iv)(B)(1), and (c)(2)(v)(B)(1), and the requirement for two gillnet tags per round  
19                   fish net specified in 648.80(a)(3)(iv)(B)(4), (a)(4)(iv)(B)(3), b(2)(iv)(B)(3), and  
20                   (c)(2)(v)(B)(3), with the restriction that a sector vessel may fish up to 150 round fish or  
21                   flat fish nets in any of the RMAs, not to exceed 150 nets total, and must tag both round  
22                   fish and flatfish nets with one tag per net (except in Blocks 124 and 125 in May, and 132  
23                   and 133 in June)  
24           **21.10**  Prohibition on a vessel's hauling another vessel's gillnet gear (Community Fixed Gear)  
25                   This exemption was not used during the FY 2012 management season; zero members  
26                   utilized this exemption; it had no impact on fishing operations; the impact thus far has  
27                   been null on sector operations. Moving forward, this exemption is expected to be  
28                   beneficial, especially if vessels are forced to fish farther from shore as a result of new  
29                   rules and regulations, such as: Harbor Porpoise consequence closure to the northeast  
30                   management area for gill net vessels.  
31  
32           **21.11**  Limitation on the number of Gillnets that may be hauled on GB when fishing on a  
33                   Groundfish/Monkfish DAS.  
34           **21.12**  Limitation on the number of hooks that may be fished.  
35           **21.13**  Length and horsepower restrictions of the DAS leasing program.  
36           **21.14**  Prohibition on Discarding  
37           **21.15**  Requirement to maintain VMS powered while at dock. Vessel acknowledges that this  
38                   exemption only applies to NE multispecies requirements. A Vessel with other permits  
39                   requiring constant reporting may not utilize this exemption.  
40           **21.16**  Prohibition on a Vessel Hauling Another vessels Hook Gear  
41           **21.17**  **NEW EXEMPTIONS:**  
42

## 43 **22. MONITORING.**

- 44           **22.1**     **FUNDING OF MONITORING PROGRAMS:** NEFS XII will participate in the Northeast Fisheries  
45                   Observer Program (NEFOP) and the NMFS-funded at-sea monitoring programs. Any

1 additional at-sea monitoring coverage beyond the NMFS-funded level will be provided  
2 pursuant to an independent contract between the Sector and a NMFS approved provider.  
3 This additional at-sea monitoring coverage will have vessel and trip selection coordinated  
4 through NMFS, will be conducted in the same manner with the same protocols as the  
5 NMFS-funded ASM program, and will use approved at-sea monitors, unless otherwise  
6 instructed. Also, this additional coverage will not be allowed to replace or interfere with  
7 either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector  
8 manager will maintain a database of all catch data, including but not limited to VTR, dealer,  
9 monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the  
10 ASM program.

11 **22.2 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by  
12 NMFS are met by ASM the Sector may from time to time opt to have additional coverage  
13 in order to fully utilize specific approved exemptions or to address specific needs of the  
14 Sector.

15 **RESERVED FOR FUTURE USE**

16  
17  
18 **25 OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized  
19 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same  
20 locations.  
21

Primary Port(s) of Landing	Secondary Port(s) of Landing
New Hampshire: Seabrook, Rye, Portsmouth Massachusetts: Gloucester, Newburyport Maine: Portland	Massachusetts: New Bedford Maine: York Virginia: Chincoteague, Greenbackville New Jersey: Point Pleasant

22  
23 **26 SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for  
24 variance from the landing ports listed. If for reasons beyond a vessel operators control such as  
25 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
26 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
27 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the  
28 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor  
29 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe  
30 harbor within 6 hours of this entering the port.

31 **27 SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and  
32 acknowledge that the following provisions have been interpreted by NMFS as applicable to all

1 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize  
2 these universal interpretations within their sector management and operations:

3 **27.1** **INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
4 (between members) within the guidelines and procedures contained in the FMP and as  
5 amended by Amendment 16. The Sector would accept any future relief in the length and  
6 horsepower constraints of the program that may be authorized by the RA in the future.

7 **27.2** **INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
8 (DAS) outside of the Sector are authorized under this provision to do so, only with Members of  
9 other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would  
10 not be exempted from existing length and horsepower constraints as currently contained in  
11 applicable regulations.

12 **27.3** **PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
13 requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by  
14 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and  
15 submission of required VTR reports have been authorized by the Regional Administrator using a  
16 phased implementation process. The Sector and its Members may utilize e-VTR in accordance  
17 with the phased implementation process.

18 **27.4** **ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
19 Assessment for all sectors seeking authorization for Fishing Year 2013, and that NMFS  
20 communication has stated that if an exemption is approved for one Sector, all other authorized  
21 Sectors can be similarly approved for that specific exemption based on the terms and conditions  
22 of the originally requesting sector. In light of this understanding, NEFS XII will request  
23 authorization for such exemptions it deems beneficial for its operations, prior to the publication  
24 of the final authorizing rule.

25 **28** **MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector  
26 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
27 requirements or restrictions on the internal reporting requirements or fishing activities of all  
28 members in order to ensure effective utilization and management of the Sector's ACE. These  
29 modifications may include, but are not limited to, additional notification of planned fishing activity  
30 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
31 locations where fishing may occur during specific times of the year or with specific gear. When such  
32 modifications are implemented, all Members will be notified in writing.  
33

1

**EXHIBIT D**

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

2

3

4

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent  
3 those sections of **NEFS XI** Agreement and related Exhibits & Addendums that are Administrative in  
4 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required  
5 to be 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, 8, 11, 16, and 17, 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

- 6 20. Amendment and Incorporation by Reference.

7

8 EXHIBIT C

9 HARVESTING RULES

- 10 2. QUOTA MANAGEMENT:

- 11 3. RESERVE:

- 12 4. SLOWING CATCH:

- 13 7.1 INSHORE GULF OF MAINE DECLARATION

- 14 12. CATCH REPORTS:

- 15 18. ADMINISTRATIVE EXEMPTION:

- 16 19. DATA MANAGEMENT:

- 17 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 18 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 19 in those specific situations where NMFS enforcement would apply.

- 20 23.

- 21 24.

- 22 25.

- 23 26: SAFE HARBOR PROTOCOL:

- 24 27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS

- 1 28. MODIFICATION OF HARVESTING RULES
- 2 Exhibit D is administrative.
- 3 Explanatory Addendum is administrative
- 4 Informational Addendum is administrative

EXPLANATORY ADDENDUM

1

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

9 § 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and  
10 inter sector harvest share transfers.

11 § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or  
12 transfers.

1

INFORMATIONAL ADDENDUM

2

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

3

for inquiries.

Sector Communications Contacts					Mailing Address		
	Title	Responsibility	Email	Phone	Street 1	City	State
	Manager	Day-to-Day Sector Operations					
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation					
	Manager	Reporting i.e. vessel reporting requirements involving sector trips.					
		Policy					
F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel					
	Manager	Sector Specific Outreach					

5



NORTHEAST FISHERY SECTOR XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Nov, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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 MARION J Doc/Reg # 053 821  
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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 232278 MRI 1694

Permit Number: 150583 MRI 1699

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Signature of Authorized Representative:

x. *Thomas Lyons*

Owner/Entity Name:

Name of Authorized Representative (print):

Thomas Lyons

Title:

OWNER

Notary Public: *Janice E. Howard*  
Commission Expires 10/13/13



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3. Member acknowledges that; NEFS XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>CAROL VICTORIA</u> | Doc/Reg # | <u>NH 0001 CF</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 XI  
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1. Member has carefully reviewed the NEFS XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	<u>Ashleigh E</u>	Doc/Reg #	<u>NH0436 BLK</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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Charles Felch*

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Charles Felch

Title: OWNER

List all permits including those listed in 4.

Permit Number: 150511 MRI 1891

Permit Number: 150030 MRI 300

Permit Number: 148571 MRI 437

Permit Number: 131421 MRI 1197

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

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

Notary Public: *Judye E. Hewitt*

Com. exp 10/13/13



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 149496 MRI 1795  
 Ashleigh E

Permit Number: 100192 MRI 344  
 Denise Marie

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

Signature of Authorized Representative:

Richard J. Sypers

Owner/Entity Name: Sassy II Inc.

Name of Authorized Representative (print): Richard Sypers

Title: President



Notary Public: Joseph E. Heath  
 Comm. Expires 10/13/13

NORTHEAST FISHERY SECTOR XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of January 2013.

2013, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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	FV Wendy Long	Doc/Reg #	144 354 / NH 16 65 BN
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 XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.  
 Permit Number: 144354 MRI 2058  
 Permit Number: 20806

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

Signature of Authorized Representative: \_\_\_\_\_

Wendy L. Whitney  
 x. \_\_\_\_\_  
 Owner/Entity Name:

F/S Wendy Leigh LLC

Name of Authorized Representative (print):

Wendy L. Whitney

Title: owner

State & Me  
County of York

Notary Public:

[Signature]

JOANNE M. SMALL  
 Notary Public, Maine  
 My Commission Expires February 23, 2014

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Nov 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 XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XII (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 XII has adopted December 3, 2012 as the final date in which a NEFS XII Member may withdraw from NEFS XII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	Doc/Reg #
Sandi Lynn	MH 3867 AZ
Hope Lynn	MH 0333 BA
Larry Rose	MH 2411 C

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.

NORTHEAST FISHERY SECTOR XII  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

List all permits including those listed in 4.

Permit Number: 146679 MRI 1920

Permit Number: 146759 MRI 1781

Permit Number: 109689 MRI 1765

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

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

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

Signature of Authorized Representative: \_\_\_\_\_

x. *[Signature]*

Owner/Entity Name: \_\_\_\_\_

Name of Authorized Representative (print): \_\_\_\_\_

NORMAN OJKE

Title: \_\_\_\_\_

Notary Public: Joseph E. Hurdell  
10/31/13



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of Dec, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>WIL-MAR</u>	Doc/Reg #	<u>149837</u>
Fishing Vessel Name	_____	Doc/Reg #	<u>2449128K</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 148837 MRI 1782

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

12/21/12

Notary Public: *Kara A. Young*



Signature of Authorized Representative: \_\_\_\_\_

*[Handwritten Signature]*

Owner/Entity Name:

James Jones

Name of Authorized Representative (print):

James Jones

Title:

Owner

NORTHEAST FISHERY SECTOR XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	Doc/Reg #
Rimack	NH 4444 MA
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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 149374 MRI 298

Permit Number: 150530 MRI 1459

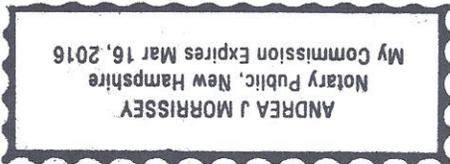
Permit Number: 151180 MRI 1573

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

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

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

Notary Public:



Signature of Authorized Representative: M. J. Anderson x

Owner/Entity Name: Michael S. Anderson

Name of Authorized Representative (print): \_\_\_\_\_

Title: \_\_\_\_\_

*Andrea J. Morrissey*



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of November, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>M. SS Lobbers</u>	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

THE EAST FISHERY SECTOR XI  
 SECTOR OPERATIONS PLAN AND AGREEMENT  
 REFERENCE AGREEMENT

be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

Signature of Authorized Representative:

*Daniel Noyes*

Owner/Entry name:

*Dalton*

Name of Authorized Representative (print):

*Donald Mongol*

Title:

*Dalton*

Permit Number:

*33317* MRI *2178*

Permit Number:

MRI

List all permits including those listed in 4.

Notary Public: *Rebecca*

City/County of: *Richmond*

Commonwealth of Virginia

Sworn to and subscribed before me this

day of *November*, 20*12*

Witness my hand and official seal

*Dana M. Massey* Notary Public

My commission expires *June 30, 2013*



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10 day of December, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

_____	Fishing Vessel Name	_____	Doc/Reg #
_____	Fishing Vessel Name	_____	Doc/Reg #
_____	Fishing Vessel Name <i>Sweet n. scay</i>	_____	Doc/Reg # <i>NV 2398 AN</i>

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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 127422 MRI 1289  
Permit Number: 144049 MRI 2913  
Permit Number: 125236 MRI 101  
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_  
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_  
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Signature of Authorized Representative:

x.

Owner/Entity Name: *Kaiser Diesel*

Name of Authorized Representative (print):

Title:

Notary Public:

MATTHEW W. HALFMANN  
NOTARY PUBLIC  
NEW HAMPSHIRE  
MY COMMISSION EXPIRES SEPT. 23, 2014

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	<i>this is John's</i>	Doc/Reg #	<i>693969</i>

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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 221526 MRI 2007

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

Signature of Authorized Representative: \_\_\_\_\_

x. [Signature]

Owner/Entity Name: \_\_\_\_\_

Name of Authorized Representative (print): \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Notary Public: \_\_\_\_\_

December 1, 2012  
[Signature]



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	Alanna Renee	Doc/Reg #	NH0373BM

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 XII  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

List all permits including those listed in 4.

Permit Number: 150059 MRI 44

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

Signature of Authorized Representative: \_\_\_\_\_

x. Kunt Jang

Owner/Entity Name:

Name of Authorized Representative (print): \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public: \_\_\_\_\_

December 1, 2012

ELSA R. BIRON

Notary Public - New Hampshire

My Commission Expires October 6, 2015

NORTHEAST FISHERY SECTOR XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of DEC, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 310375 MRI 809

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

Signature of Authorized Representative:

Andrew E. King x.

Owner/Entity Name:

F/V Lady Dee  
A.E. King Fishing

Name of Authorized Representative (print):

Andrew Emil King

Title: OWNER

Notary Public: \_\_\_\_\_

December 11, 2012

ELSA R. BIRON

Notary Public - New Hampshire

My Commission Expires October 6, 2015

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of Nov, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

List all permits including those listed in 4.

Permit Number: 150274 MRI 1987  
 FN SCADFFH NH REG#-NH4438AT

Owner/Entity Name:

Eric Anderson

Name of Authorized Representative (print):

Eric Anderson

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

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

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

Title: Dwight

Notary Public: Lana M. Larochelle

November 28, 2012



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	Penny B	Doc/Reg #	NH 6173AV

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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 136846 MRI 489

Permit Number: MRI

Signature of Authorized Representative:

x. *Sam S. Bowler*

Owner/Entity Name:

*Penny B*

Name of Authorized Representative (print):

Title:



*Judge E. Hurd*  
Notary Public: *Comp 12/31/13*

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of November, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	-----	Doc/Reg #	-----
Fishing Vessel Name	-----	Doc/Reg #	-----
Fishing Vessel Name	<u>Panolo</u>	Doc/Reg #	<u>656372</u>

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 Allotted stocks for example: monkfish, skate, dogfish.

Non-Active Member

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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*

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

List all permits including those listed in 4.

Permit Number: 211035 MRI 20

Permit Number: 150208 MRI 1425

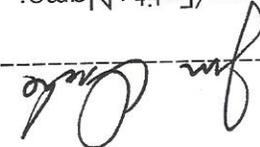
Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Signature of Authorized Representative:

X: 

Owner/Entity Name:

owner

Name of Authorized Representative (print):

Jon Dake

Title: owner

Notary Public:



*J. Hampson*

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Nov, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

_____	Fishing Vessel Name	_____	Doc/Reg #
_____	Fishing Vessel Name	_____	Doc/Reg #
_____	Fishing Vessel Name <i>Josephine Nicole</i>	_____	Doc/Reg # <i>1165554</i>

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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 333539 MRI 1990

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



Notary Public: Jody E. Howell  
10/31/13

Signature of Authorized Representative:

Jeff White x.

Owner/Entity Name:

Jeff White

Name of Authorized Representative (print):

\_\_\_\_\_

Title: owner

\_\_\_\_\_

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of November, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>Katie Rene</u>	Doc/Reg	
#	<u>910561</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

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

List all permits including those listed in 4. Signature of Authorized Representative:

*[Signature]*

Owner/Entity Name: *Kate Rue LLC*

*Vincent Reien*

Name of Authorized Representative (print):

*Vincent Reien*

Title: *owner*

Permit Number: *231481* MRI *198*

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

Notary Public: *[Signature]*



NORTHEAST FISHERY SECTOR XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of Nov 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>PIKETT LIGHT</u>	Doc/Reg #	<u>NH 3911AZ</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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 14669 MRI 270

Permit Number: MRI

Signature of Authorized Representative:

x. 

Owner/Entity Name:

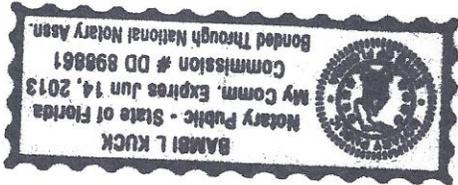
Name of Authorized Representative (print):

Bambi Kuck

Title:



Notary Public:



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 7<sup>th</sup> day of December 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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>Karen Lynn 1</u>	Doc/Reg #	<u>631485</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

Lynn A. Keisker  
Notary Public  
My Commission Expires 05-14-2017

*[Handwritten Signature]*

State of New York ss.  
Jerome,  
Notary Public

Title: OWNER

Name of Authorized Representative (print):

JEREMY DAVIS

Owner/Entity Name:

*[Handwritten Signature]* x

Signature of Authorized Representative:

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: 149701 MRI 48003

Permit Number: 250566 MRI 1975

List all permits including those listed in 2.0

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Nov, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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)

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

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



Notary Public: *Robin Baker*

- Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_
- Permit Number: 231422 MRI 193

List all permits including those listed in 2.0

Title: OWNER

Name of Authorized Representative (print):

Peter Flaigan

Owner/Entity Name:

Signature of Authorized Representative: *Peter Flaigan*

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Nov, 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page



Notary Public: Stephanie A. Harris

Title: MANAGER

Name of Authorized Representative (print):

NORTHEAST FISHING SERVICE, INC.

Owner/Entity Name:

x. [Signature]

Signature of Authorized Representative:

List all permits including those listed in 4.

Permit Number: 149502 MRI 350

Permit Number: 151405 MRI 85

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

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Nov 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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)

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

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 XI  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 148776 MRI 47934

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

Notary Public: *Patricia C. Gradi*

PATRICIA C. GRADI  
Notary Public - New Hampshire  
My Commission Expires August 13, 2013

Signature of Authorized Representative:

*[Signature]* x.

Owner/Entity Name:

*Allen Lemire*

Name of Authorized Representative (print):

\_\_\_\_\_

Title:

\_\_\_\_\_

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of NOV 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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)

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

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.

NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 221742 MRI 98

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

Signature of Authorized Representative: \_\_\_\_\_

x. Shary S. Gordon

Owner/Entity Name:

GARY GORDON

Name of Authorized Representative (print):

\_\_\_\_\_  
 \_\_\_\_\_  
 Title:

Notary Public:

James M. Labovitz  
Expires Apr. 27, 2016



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of November 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI 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)
- HERDIA ELIZABETH Fishing Vessel Name      ME 60146 M Doc/Reg #
- ROLLING STONE Fishing Vessel Name      ME 60146 I 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.

NORTHEAST FISHERY SECTOR XII  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 148106 MRI 1969  
 H+E Inc.

Permit Number: 147937 MRI 1879

Permit Number: 149502 MRI 1390  
 H+E Inc.

Permit Number: 118075 MRI 1735  
 FISHERIES INC.

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

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

Signature of Authorized Representative:

*[Signature]*

Owner/Entity Name:

~~JAMES HAYWARD / ELIABETH~~  
 H+EI + FISHERIES INC.

Name of Authorized Representative (print):

JAMES A. HAYWARD

Title: ~~PRESIDENT / OWNER~~

Notary Public:

*[Signature]*  
 George E. Howard  
 12/13/13



NORTHEAST FISHERY SECTOR XI  
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of Nov 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 XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (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 XI (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 XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

*Maria Miss* *NH 7740 BF*

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 XI  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

List all permits including those listed in 4.

Permit Number: 148009 MRI 1821

Permit Number: MRI

Signature of Authorized Representative:

*PA Jha*

Owner/Entity Name:

Name of Authorized Representative (print):

*Peter Lagerstrom*

Title: *owner / captain*

Notary Public:

*Judith E. Hewlett*  
*Comm exp 10/13/13*



# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 5:18 pm

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: LADY VICTORIA

Northeast Federal Fishery Permit: 131421

US Coast Guard Doc #/State Registration # : NH0001CF

Primary Owner|Corporation Name: CHARLES H FELCH JR

Address:

118 CENTENNIAL STREET

SEABROOK, NH 03874

Phone: (603) 474-7342

Hailing Port: SEABROOK, NH.

Principal Port: SEABROOK, NH.

Max Trap Allocation: 800

Sector: NEFS 11

Valid Sector LOA? Yes

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	03- MAY- 13	30- APR- 14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	03- MAY- 13	30- APR- 14

2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	03- MAY- 13	30- APR- 14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	03- MAY- 13	30- APR- 14
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	03- MAY- 13	30- APR- 14
2013	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2013	03- MAY- 13	30- APR- 14
2013	LO	AOC	AMERICAN LOBSTER - TRAP - OUTER CAPE - 2013	03- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	03- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	03- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	03- MAY- 13	28- FEB- 14
2013	SKT	1	SKATE - 2013	03- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	03- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	03- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	03- MAY- 13	30- APR- 14

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 5:18 pm

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### Most Recent Vessel Data

Vessel: KAREN LYN

Northeast Federal Fishery Permit: 144049

US Coast Guard Doc #/State Registration # : NH9118AW

Primary Owner|Corporation Name: JAYSON J DRISCOLL

Address:

138 POWDER MILL ROAD

EXETER, NH 03833

Phone: (603) 772-0010

Hailing Port: RYE, NH.

Principal Port: RYE, NH.

Sector: Not in a Sector

Valid Sector LOA? N/A

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01- MAY- 12	31- MAY- 12
2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01- MAY- 12	31- MAY- 12
				01-	31-

2012	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012	MAY- 12	MAY- 12
2012	LO	1	AMERICAN LOBSTER - NON -TRAP - 2012	01- MAY- 12	31- MAY- 12
2012	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2012	01- MAY- 12	31- MAY- 12
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01- MAY- 12	31- MAY- 12
2012	OQ	6	OCEAN QUAHOG - 2012	01- MAY- 12	31- MAY- 12
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	07- MAR- 12	31- MAY- 12
2012	SF	1	SURF CLAM - 2012	01- MAY- 12	31- MAY- 12
2012	SKT	1	SKATE - 2012	01- MAY- 12	31- MAY- 12
2012	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2012	01- MAY- 12	31- MAY- 12
2012	SMB	4	ATLANTIC MACKEREL - 2012	01- MAY- 12	31- MAY- 12
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01- MAY- 12	31- MAY- 12

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 5:19 pm

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### Most Recent Vessel Data

Vessel: JACQUIE AND NICOLE  
 Northeast Federal Fishery Permit: 233539  
 US Coast Guard Doc #/State Registration # : 1165554  
 Primary Owner|Corporation Name: JEFFREY WHITE  
 Address:  
 PO BOX 851  
 YORK, ME 03909  
 Phone: (207) 451-0219

Hailing Port: YORK HARBOR, ME.  
 Principal Port: YORK HARBOR, ME.  
 Max Trap Allocation: 800

Sector: NEFS 11

Valid Sector LOA? Yes

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14

2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	01- MAY- 13	30- APR- 14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14