

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered  
3 into as of March 29th, 2013 (the “Effective Date”), by and among III Northeast Fishery Sector, Inc.  
4 (“NEFS III”) 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 III  
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 # 220221 under the distinct ownership of Flying  
9 Finns Inc., permit # 149318 under the distinct ownership of Heidi & Heather Fisheries Inc., and permit #  
10 144413 under the distinct ownership of Santapaola Fisheries Inc.

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. Richard Burgess, 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 III 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: Richard Burgess  
19 Vice President: William Muniz  
20 Treasurer: Edward Smith  
21 Clerk: Scott Swicker  
22 Directors: James Santapaola, John Montgomery, William G. Brown V,  
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 March 29th, 2013 (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 III vessels switched fishing efforts into  
19 the following fisheries:

- 20           • Fishery: Tuna(Gear: Hand gear)
- 21           • Fishery: Lobster (Gear: trap)

22  
23 During the first quarter of FY 2012, NEFS III vessels switched effort into the following fisheries:

- 24           • Fishery: Tuna(Gear: hand gear)
- 25           • Fishery: Dogfish (Gear: gillnet)

26  
27  
28 During FY 2013, NEFS III anticipates Similar redirection of effort to the fisheries listed above and

- 29           • Fishery: Multispecies Groundfish (Gear: Bottom Long Line & Handline)

30  
31  
32           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.  
33 NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless  
34 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,

1 unless the Allocated Species harvest is managed under another management plan or as a sub-  
2 component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each Active Member shall  
3 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the  
4 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector’s ACE.

5           7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new  
6 Magnuson requirements will influence the level of consolidation that will take place in the groundfish  
7 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation  
8 that may occur in the effort controlled system where overall management measures are based upon the  
9 weakest stocks.

10           In FY 2012, 35% of the permits enrolled in the NEFS III Sector for FY 2013 are attached to vessels  
11 actively fishing for NE Multispecies. For FY 2013, the NEFS III Sector 81 permits currently enrolled. Of  
12 those 81 permits, 29 are anticipated to actively fish for NE multispecies in FY 2013. While these  
13 numbers may change, the NEFS III Sector expects that compared to FY 2012 there would be a net  
14 consolidation beyond what previously occurred among the NEFS III as the share of ACE contributed by  
15 member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active  
16 fishing vessels would result in job losses for fishing crews and the associated negative impacts could  
17 spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in  
18 the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies  
19 fishery.

20           8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery  
21 Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the  
22 release to the Manager of III Northeast Fishery Sector, Inc.; Program Director of Northeast Sector  
23 Service Network, and the FishTrax Programmer, of information that may be or is considered to be  
24 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of  
25 various species of fish associated with the limited access Northeast multispecies permit with the  
26 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries  
27 Service that the undersigned has authority to access. This information includes data required to be  
28 submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel  
29 trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for  
30 conservation and management purposes, catch and landings history data, Sector at-sea monitoring data,

1 all marine mammal interactions including takes at the vessel level, Vessel Monitoring System ‘track’  
2 data, and all other information associated with the vessel, MRI #, and/or permit records.

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

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

25 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and  
26 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector  
27 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise  
28 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and  
29 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or  
30 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess

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

3           10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to  
4 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the  
5 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming  
6 year, and to address any other matters of Sector business properly before the Board. The Board shall  
7 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such  
8 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do  
9 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist  
10 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement  
11 and shall hear and decide Members’ appeals of the Manager’s contract breach determinations and  
12 liquidated damages assessments.

13           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)  
14 days prior to each annual Season Opening Date, the Manager shall establish the market value of an  
15 unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit such  
16 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take  
17 into account both the direct costs and the opportunity costs associated with an over-harvest of the  
18 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the  
19 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value  
20 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-  
21 harvest of a Member’s Harvest Share, which shall be based on the Enforcement Committee’s estimate  
22 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.  
23 Because the damages suffered by one or more other Sector Members as the result of a Member  
24 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the  
25 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the  
26 Enforcement Committee’s adoption of Base Values and Base Value multipliers, such Base Values and  
27 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share  
28 overages.

29           10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound  
30 by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest Share for such  
31 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The

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

3           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
4 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
5 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who  
6 will to a significant degree have control over whether the vessel is operated in compliance with this  
7 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
8 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
9 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed  
10 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
11 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

12           10.6 Liquidated Damages Security. The Board may require that a Member that has two  
13 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another  
14 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing  
15 such Member's payment and performance obligations under this Agreement in such amounts as the  
16 Board deems appropriate, or may require such Member to personally guaranty, and/or have other  
17 Members or third parties personally guaranty, such Member's payment and performance obligations  
18 under this Agreement.

19           10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the  
20 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware  
21 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if  
22 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such  
23 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such  
24 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,  
25 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the  
26 time period directed by the Manager, taking into account the magnitude of the breach and the potential  
27 consequences of the breach for the Sector and the other Members, the Manager shall notify the  
28 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and  
29 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated  
30 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described  
31 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its

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

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

23           10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a  
24 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide  
25 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,  
26 during which period the Member may propose an alternative method of compensating the Sector and  
27 other Sector Members for the damages suffered as the result of such Member’s breach. The  
28 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole  
29 discretion, provided that if the breach at issue is an overharvest of a Member’s Harvest Share, there  
30 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from  
31 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the

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

5           10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to  
6 resolve a breach of this Agreement through voluntary compliance measures approved by the  
7 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall  
8 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the  
9 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid  
10 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by  
11 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the  
12 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated  
13 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the  
14 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal  
15 action to collect the liquidated damages. In addition, in connection with Member breaches resulting  
16 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement  
17 Committee) may take possession of an amount of the Member in breach's Harvest Share for the  
18 overharvested species for the year in which the contract breach occurred and, if necessary, in  
19 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided  
20 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately  
21 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to  
22 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with  
23 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not  
24 the Sector prevails in such action.

25           10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition  
26 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential  
27 damages in connection with a breach of this Agreement resulting from the Member's gross negligence  
28 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of  
29 or related to the gross negligence or willful misconduct of the captain operating such Active Member's  
30 vessel(s).

1                   10.12 Distribution of Damages. Where a Member’s breach causes one or more other  
2 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision  
3 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member  
4 receiving a fraction of such funds, the numerator of which is the amount by which such Member’s catch  
5 was less than such Member’s allocation or apportionment, and the denominator of which is the sum of  
6 the aggregate amount of by which all Members’ allocations or apportionments were reduced as a result  
7 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any  
8 damages awarded to the Sector in excess of those distributed to other Members under this Section, and  
9 any damages awarded in connection with a breach which does not cause any other Member’s allocation  
10 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector  
11 operations.

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

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

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

9           Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
10 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
11 written notice to that effect to all other Members on or before April 30, 2013 or such date as the Board  
12 may from time to time establish for that purpose (the "Termination Date") each year. A Member that  
13 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its  
14 Sector membership for the following year, and all other Members shall be entitled to act in reliance on  
15 such renewal accordingly. If any Member provides a membership termination notice by the  
16 Termination Date, each of the other Members shall have ten (10) days from the date they receive such  
17 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.  
18 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

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

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

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

5           14.1 The Sector, acting through the Manager, has the authority to issue to any Member  
6 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member  
7 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member  
8 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the  
9 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members  
10 and the Manager from any and all liability of any nature whatsoever, including but not limited to both  
11 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages  
12 that a Member may suffer as a result of complying with a Stop Fishing Order.

13           14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply  
14 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help  
15 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order  
16 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden  
17 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.( evidence  
18 that the vessel continued to fish thereafter).

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

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

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

3 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no  
4 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in  
5 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active  
6 Member status during the fishing year in which the permit transfer occurred must submit a written  
7 request to the Board for consideration. The Board will have the authority to approve, conditionally  
8 approve or deny such request.

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

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

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

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

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

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

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

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

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

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

16

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 III Members:

Sector Member	Federal Permit #	MRI #	Vessel Name
A & J Fisheries Inc		157	cph
A & J Fisheries Inc	138579	575	Claudia Marie
A & J Fisheries Inc	230636	2014	Brittannika II
A & J Fisheries Inc	151160	2127	Foolish Move II
Arthur H Sawyer Jr	124061	2320	Miss Carla
Ashley & Anthony Fisheries Inc	240883	1859	Ashley & Anthony
Brian Higgins	223677	3636	Toby Ann
Catherine F Lobster Co. Inc	148401	8	Rebecca Anne
Catherine F Lobster Co. Inc	240441	2195	Catherine F
Catherine F Lobster Co. Inc	147994	47905	Becky and Ben
Chadwick Fish Lobster LLC	150700	1647	1988 Sea Nymph
Chadwick Fish Lobster LLC	114880	4300	Native Son
Comet Consolidated Fisheries Inc.	230222	1725	Comet
David Jewell	212924	2088	Lady J
Douglas L. Germain	121338	1652	Labor in Vain
Edward E. Smith	231019	131	Jessica & Amanda
Edward E. Smith	150534	173	Cape Dory
Edward E. Smith	149180	2804	K & S
Edward E. Smith	150943	3787	Foolish Move
F/V Alexis Margaret Inc.	242563	47988	Alexis Margaret
F/V Allison Carol	115856	1639	Allison Carol
F/V Carol Ann	220748	1997	Carol Ann
F/V Sasquatch, Inc	127576	1770	Sasquatch III
Flying Finns Inc.	220221	56	Chandelle
Gloucester Fishing Community Preservation Fund	150659	1288	Sea Skiff III
Heidi and Heather Fisheries, LLC	146819	228	Lori B
Heidi and Heather Fisheries, LLC	149318	367	Ryan Zachary
Heidi L Burgess	150429	1531	Lundoner
Homarus Americanus Inc	250311	372	Manford L. Porter
Homarus Americanus Inc	149171	459	Unnamed
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan
Island Queen Fishing Corp.		1456	Fair Wind
Island Queen Fishing Corp.	109652	1749	CPH
Island Queen Fishing Corp.	222833	1843	Fair Wind V
Island Queen Fishing Corp.	150655	3354	Unnamed
Janel Leigh Inc.	241144	2019	Janel Leigh
JAS Fisheries Inc.	220015	40	Buddy & Pal (CPH)

Sector Member	Federal Permit #	MRI #	Vessel Name
JAS Fisheries Inc.	231826	1439	Amanda & Andy
JAS Fisheries Inc.	230139	1766	Amanda Leigh
Jeffrey W. Tutein	211998	1608	Lucky Strike
John Greenleaf	115998	2370	David and Jenna II
Matthew G. Cooney	118832	2165	Miss Meredith
Melon Fisheries Inc	250887	446	SS Melon III
Michael T. Frontiero	121155	1534	Dunlin
Michael T. Frontiero	150785	2327	Mikes Skiff
Michael T. Malewicki	221769	100	Janie M
New Shell Lobsters Inc	233139	214	Aaron and Alexa
Peter G. Fyrberg	146585	47872	Merganser
Philip A. Powell	124106	168	Foxy Lady
Philip A. Powell	149591	381	2004 Lowe
Philip A. Powell	149710	443	Solina Soo
Philip A. Powell	150761	525	Lowe
Philip A. Powell	148668	1433	Foxy Lady
Philip A. Powell	150058	2011	1997 Lowe 10
Richard E. Burgess	150123	238	Blue Fin Singer
Richard E. Burgess	150286	240	Red Tape
Richard E. Burgess	150008	320	Starcraft
Richard E. Burgess	150217	1482	Chesty McBoob
Richard E. Burgess	149719	1807	Hollywood II
Richard E. Burgess	150275	2177	Bureaucracy
Robert J Edwards	221275	3524	Catherine M
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II
Santapaola Fisheries Inc.	150593	223	WMF
Santapaola Fisheries Inc.	110688	1921	Amanda & Andy III
Scotia Boat Too, LLC	149610	117	Julie Ann
Scotia Boat Too, LLC	121546	1960	Scotia Boat Too
Scott O Swicker	CPH	2032	Unnamed
Sundance Fisheries	149334	2055	Little Mako
Susan G. Porter	135646	4116	Susan Kimberly
Thomas Hill	231770	207	Karoline Marie
Thomas Lupo	231622	204	Jennie C
Thomas Lupo	148239	47802	Sea Ox
White Wave, LLC	242738	337	Hannah Story
White Wave, LLC	232312	2051	Sharon E
William G. Brown V	150358	175	Beacon
William G. Brown V	231329	190	Kathryn Leigh
William Skrobacz	123717	1574	Toots
Wood Fisheries Inc	150603	1251	Addy
Wood Fisheries Inc	223397	2176	Lily

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

Sector Member	Federal Permit #	Vessel Name	Doc/Reg #
A & J Fisheries Inc	138579	Claudia Marie	MS7008AY
A & J Fisheries Inc	230636	Brittannika II	578448
Arthur H Sawyer Jr	124061	Miss Carla	MS 0009 As
Ashley & Anthony Fisheries Inc	240883	Ashley & Anthony	674953
Brian Higgins	223677	Toby Ann	1188119
Catherine F Lobster Co. Inc	240441	Catherine F	611538
Chadwick Fish Lobster LLC	114880	Native Son	MS2844Y
David Jewell	212924	Lady J	965110
Douglas L. Germain	121338	Labor in Vain	MS 9810 RG
F/V Carol Ann	220748	Carol Ann	618869
F/V Sasquatch, Inc	127576	Sasquatch III	MS 9972 A
Flying Finns Inc.	220221	Chandelle	552300
Gloucester Fishing Community Preservation Fund	150659	Sea Skiff III	MS8252AY
Heidi and Heather Fisheries, LLC	146819	Lori B	MS4473AX
Heidi and Heather Fisheries, LLC	149318	Ryan Zachary	MS 6051 AH
Homarus Americanus Inc	240355	Kenneth J. Duncan	596338
JAS Fisheries Inc.	230139	Amanda Leigh	542840
John Greenleaf	115998	David and Jenna II	MS9851AK
Matthew G. Cooney	118832	Miss Meredith	MS1969MC
Melon Fisheries Inc	250887	SS Melon III	916348
Michael T. Frontiero	121155	Dunlin	MS4116AG
New Shell Lobsters Inc	233139	Aaron and Alexa	1047510
Philip A. Powell	124106	Foxy Lady	MS7422AM
Philip A. Powell	148668	Foxy Lady	MS8827AC
Santapaola Fisheries Inc.	144413	Amanda & Andy II	MS 4137 AM
Santapaola Fisheries Inc.	110688	Amanda & Andy III	MS9953AY
Sundance Fisheries	149334	Little Mako	MS1051DD
Susan G. Porter	135646	Susan Kimberly	MS2339K
Thomas Hill	231770	Karoline Marie	948801
Thomas Lupo	231622	Jennie C	932696
White Wave, LLC	242738	Hannah Story	969495
White Wave, LLC	232312	Sharon E	1021018
William G. Brown V	231329	Kathryn Leigh	698370
William Skrobacz	123717	Toots	MS 5051 Am
Wood Fisheries Inc	223397	Lily	1064382

2

**EXHIBIT B**

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

The following tables identify those Limited Access Multispecies Permits held by Sector Members that were not signed into a Sector

Sector Member	Federal Permit #	MRI #	Vessel Name
Island Queen Fisheries Inc	211652	2391	Fairwind
Island Queen Fisheries Inc	137765	1501	Fairwind II

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

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
A & J Fisheries Inc		157	cph	MS 9567 AH	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Mackerel	Offshore Lobster Non-Trap
A & J Fisheries Inc	138579	575	Claudia Marie	MS7008AY	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid/Butterfish, Tilefish	Coastal Lobster

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
A & J Fisheries Inc	230636	2014	Brittannika II	578448	Bluefish, Dogfish, Herring, Scallop, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Seasonal Lobster, Coastal Lobster, Boat 0-59 Ft
A & J Fisheries Inc	151160	2127	Foolish Move II	MS3910AX	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Scallop, Lobster non trap, 1, 2, & Outer Cape, Monkfish D, NE Multi, Skate, Scup, Tilefish, Squid/Butterfish, Mackerel	Coastal Lobster
Arthur H Sawyer Jr	124061	2320	Miss Carla	MS 0009 As	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish E, NE Multi, Skate, Atlantic Mackerel	Coastal Lobster
Ashley & Anthony Fisheries Inc	240883	1859	Ashley & Anthony	674953	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, AOC & A2, Monkfish C, NE Multi, Red Crab, Scup, Skate, Squid, Tilefish	Offshore Lobster Non-Trap
Brian Higgins	223677	3636	Toby Ann	1188119	Bluefish, Spiny Dogfish, Herring, Lobster 1, NE Multi, Skate, HMS	Coastal Lobster
Catherine F Lobster Co. Inc	148401	8	Rebecca Anne	MS0028CF	Bluefish, Spiny Dogfish, Herring, Monkfish E , NE Multi, Skate, Squid, Mackerel	
Catherine F Lobster Co. Inc	240441	2195	Catherine F	611538	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Coastal Lobster, Boat 0-59 Ft
Catherine F Lobster Co. Inc	147994	47905	Becky and Ben	MS5300T	Bluefish, Spiny Dog, Herring, Monk E, NE Multi (HA), Skate, Squid, Mackerel	
Chadwick Fish Lobster LLC	150700	1647	1988 Sea Nymph	MS8124CC	Bluefish, Spiny Dog, Herring, Lobster 1, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	
Chadwick Fish Lobster LLC	114880	4300	Native Son	MS2844Y	Bluefish, Herring, Lobster non trap, 1, outercape, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Offshore Lobster, Offshore Lobster Non-Trap
Comet Consolidated Fisheries Inc.	230222	1725	Comet	568403	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Skate, Squid, Tilefish, Mackerel	Coastal Lobster
David Jewell	212924	2088	Lady J	965110	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel, Quahog, Clam	Coastal Lobster

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
Douglas L. Germain	121338	1652	Labor in Vain	MS 9810 RG	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Skate	Coastal Lobster
Edward E. Smith	231019	131	Jessica & Amanda	650222	CPH	None
Edward E. Smith	150534	173	Cape Dory	MS2228AT	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate	
Edward E. Smith	149180	2804	K & S	NH7919BE	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Mackerel	
Edward E. Smith	150943	3787	Foolish Move	MS9291AV	Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Skate	
F/V Alexis Margaret Inc.	242563	47988	Alexis Margaret	1068251	NE Multispecies, American Lobster A1	FRC, Shellfish
F/V Allison Carol	115856	1639	Allison Carol	MS 3296 YY	Bluefish, Spiny Dogfish, Summer Flounder, Lobster A1, Monkfish D, NE Multi, Squid, Mackerel	Coastal Lobster
F/V Carol Ann	220748	1997	Carol Ann	618869	Bluefish, Spiny Dogfish, Lobster A1, NE Multi, Skate, Squid, Mackerel	Coastal Lobster
F/V Sasquatch, Inc	127576	1770	Sasquatch III	MS 9972 A	Bluefish, Spiny Dogfish, Lobster 1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Offshore Lobster
Flying Finns Inc.	220221	56	Chandelle	552300	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
Gloucester Fishing Community Preservation Fund	150659	1288	Sea Skiff III	MS8252AY	Bluefish, Spiny Dogfish, Herring, Monk E, NE Multi, Skate	

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
Heidi and Heather Fisheries, LLC	146819	228	Lori B	MS4473AX	Bluefish, Spiny Dogfish, Herring, American Lobster 1, Monkfish C, NE Multispecies, Ocean Quahog, Red Crab, Surf Clam, Skate, Squid/Butterfish, Atlantic Mackerel, Tilefish	
Heidi and Heather Fisheries, LLC	149318	367	Ryan Zachary	MS 6051 AH	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster, Coastal Lobster
Heidi L Burgess	150429	1531	Lundoner	150429	Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	
Homarus Americanus Inc	250311	372	Manford L. Porter	576188	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Skate, Squid, Mackerel	Coastal Lobster
Homarus Americanus Inc	149171	459	Unnamed	MS1220AB	Bluefish, Dogfish, Herring, Lobster non trap, 1, Outer Cape, Monkfish E, Multi, Skate, Squid/Butterfish, Mackerel	
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan	596338	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Quahog, Clam, Squid/Butterfish, Mackerel	Coastal Lobster
Island Queen Fishing Corp.		1456	Fair Wind		Lobster 1 & A1, NE Multi	
Island Queen Fishing Corp.	109652	1749	CPH	MS1721L	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Squid, Mackerel	
Island Queen Fishing Corp.	222833	1843	Fair Wind V	1030779	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Scup, Skate, Tilefish, Mackerel, Squid	
Island Queen Fishing Corp.	150655	3354	Unnamed	MS4151AT	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
Janel Leigh Inc.	241144	2019	Janel Leigh	911574	Bluefish, Spiny Dogfish, Herring, Lobster A1, NE Multi, Tilefish	Coastal Lobster

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
JAS Fisheries Inc.	220015	40	Buddy & Pal (CPH)	257806	Bluefish, Spiny Dogfish, Monkfish E, Herring, NE Multi, Scallop, Mackerel	None
JAS Fisheries Inc.	231826	1439	Amanda & Andy	956676	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Coastal Lobster
JAS Fisheries Inc.	230139	1766	Amanda Leigh	542840	Bluefish, Spiny Dogfish, Herring, Lobster non-trap & 1, Monkfish D, Skate, Squid/Butterfish, Tilefish, Mackerel	Rod & Reel, Offshore Lobster
Jeffrey W. Tutein	211998	1608	Lucky Strike	913805	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non trap, Monkfish E, NE Multi, Skate, Squid, Mackerel, Tilefish	None
John Greenleaf	115998	2370	David and Jenna II	MS9851AK	Bluefish, Black Sea Bass, Spiny Dogfish, Summer Flounder, Herring, Scallop, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Boat 0-59 Ft
Matthew G. Cooney	118832	2165	Miss Meredith	MS1969MC	Bluefish, Spiny Dogfish, NE Multi, Skate	Coastal Lobster
Melon Fisheries Inc	250887	446	SS Melon III	916348	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Scallop, Lobster 1 & A1, Monkfish C, NE Multi, Clam, Skate, Squid/Butterfish, Mackerel, Tilefish	Coastal Lobster
Michael T. Frontiero	121155	1534	Dunlin	MS4116AG	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Monkfish E, Skate, Squid	Coastal Lobster
Michael T. Frontiero	150785	2327	Mikes Skiff	MS5345AU	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Tilefish, Mackerel, Squid	None
Michael T. Malewicki	221769	100	Janie M	631471	Bluefish, Spiny Dogfish, American Lobster Trap Area 1, NE Multi, Atlantic Mackerel	Coastal Lobster
New Shell Lobsters Inc	233139	214	Aaron and Alexa	1047510	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate, Squid	Coastal Lobster
Peter G. Fyrberg	146585	47872	Merganser	MS6379AU	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Squid, Mackerel, Tilefish	

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
Philip A. Powell	124106	168	Foxy Lady	MS7422AM	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A2 & AOC, Monkfish C, NE Multi, Quahog, Clam, Skate, Mackerel, Tilefish	
Philip A. Powell	149591	381	2004 Lowe	MS2337AJ	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Scup, Red Crab, Skate, Tilefish, Squid/Butterfish	
Philip A. Powell	149710	443	Solina Soo	MS4925AK	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate	
Philip A. Powell	150761	525	Lowe	MS5129AU	Bluefish, Dogfish, Monk C, Skate, NE Multi, Squid	
Philip A. Powell	148668	1433	Foxy Lady	MS8827AC	Bluefish, Dogfish, Lobster 1, A1 & AOC, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Mackerel, Tilefish	Coastal Lobster
Philip A. Powell	150058	2011	1997 Lowe 10	MS4016PP	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1 & AOC, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	
Richard E. Burgess	150123	238	Blue Fin Singer	MS4540AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Squid, Mackerel	
Richard E. Burgess	150286	240	Red Tape	MS9261AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, A2 & A6, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	
Richard E. Burgess	150008	320	Starcraft	MS9446AR	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
Richard E. Burgess	150217	1482	Chesty McBoob	MS4537AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Tilefish	
Richard E. Burgess	149719	1807	Hollywood II	MS5902AM	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	
Richard E. Burgess	150275	2177	Bureaucracy	MS1441AR	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
Robert J Edwards	221275	3524	Catherine M	649353	Bluefish, Black Sea Bass, Summer Flounder, Herring, Lobster 1, Monkfish E, NE Multi, Quahog, Red Crab, Scup, Clam, Squid, Mackerel, Tilefish, Butterfish	None
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II	MS 4137 AM	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish C, NE Multi, Skate, Squid, Mackerel, Tilefish	124461
Santapaola Fisheries Inc.	150593	223	WMF	MS8223AS	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, Skate, NE Multi, Squid/Butterfish, Mackerel, Tilefish	
Santapaola Fisheries Inc.	110688	1921	Amanda & Andy III	MS9953AY	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Offshore Lobster, Northern Shrimp
Scotia Boat Too, LLC	149610	117	Julie Ann	MS 1928 AT	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Butterfish, Mackerel, Tilefish	Offshore Lobster Non-Trap
Scotia Boat Too, LLC	121546	1960	Scotia Boat Too	MS 5904 AT	Bluefish, Dogfish, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
Scott O Swicker	CPH	2032	Unnamed		Lobster, NE Multi, Quahog, Clam	None
Sundance Fisheries	149334	2055	Little Mako	MS1051DD	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Skate, Tilefish	Coastal Lobster, Boat 0-59 Ft
Susan G. Porter	135646	4116	Susan Kimberly	MS2339K	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Mackerel	Coastal Lobster
Thomas Hill	231770	207	Karoline Marie	948801	Bluefish, Spiny Dogfish, Herring, Lobster A1, Monkfish C, NE Multi, Clam, Skate	Offshore Lobster, Coastal Lobster, Finfish Landing Permit
Thomas Lupo	231622	204	Jennie C	932696	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel	Coastal Lobster

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits
Thomas Lupo	148239	47802	Sea Ox	MS1063TP	Bluefish, Lobster 1 & A1, NE Multi, Squid, Mackerel	
White Wave, LLC	242738	337	Hannah Story	969495	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A1, AOC, Monkfish D, NE Multi, Squid, Quahog, Clam, Skate, Tilefish	Boat 0-59 Ft
White Wave, LLC	232312	2051	Sharon E	1021018	Bluefish, Spiny Dogfish, Lobster 1, A1, A2 & AOC, Monkfish C, NE Multi, Scup, Skate, Squid, Mackerel	None
William G. Brown V	150358	175	Beacon	MS1688A	Bluefish, Spiny Dogfish, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
William G. Brown V	231329	190	Kathryn Leigh	698370	Bluefish (Commercial & Charter), Black Sea Bass (Charter), Spiny Dogfish, Summer Flounder, Herring, Lobster Non Trap, 1,2 Outer Cape, Monkfish E, Quahog, Red Crab, Scup, Skate, Squid/Mackerel/Butterfish, Mackerel, Tilefish	Dogfish, FRV, Striped Bass, Surface Gillnet
William Skrobacz	123717	1574	Toots	MS 5051 Am	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
Wood Fisheries Inc	150603	1251	Addy	MS7747AS	Bluefish, Monkfish E, NE Multi, Squid, Mackerel, Tilefish	
Wood Fisheries Inc	223397	2176	Lily	1064382	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Quahog, Clam, Skate, Crab, Tilefish	Offshore Lobster

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2

**EXHIBIT C**

**HARVESTING RULES**

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

1  
2  
3  
4 *The Members and the Participating Vessels of III Northeast Fishery Sector, Inc, agree to be legally bound*  
5 *to follow the Harvesting Rules for the Fishing Year 2013 as described herein, in accordance with all*  
6 *provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those*  
7 *rules and regulations applicable to the common pool Multispecies vessels. Members and the*  
8 *Participating Vessels of NEFS III will fish in primarily in the Gulf of Maine, though fishing may also occur*  
9 *to a lesser extent in Inshore Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic*  
10 *(SNE/MA).*

11 **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	SNE/MA Winter Flounder
	Eastern:		Eastern:				
	Western:		Western:				
Pollock	Redfish	White Hake	American Plaice	GOM Winter Flounder	GB Winter Flounder	Witch Flounder	

- 12
- 13 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more  
14 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
15 members agree that once an annual ACE is reached no member will fish commercially with any  
16 fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
17 under plan within the applicable area(s): except in those situations where a member is participating  
18 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this  
19 document has been approved by NMFS. The Sector members may resume fishing activities if  
20 additional ACE is secured through inter-sector ACE transfer.
- 21 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish monitors will  
22 use a PC based software for collecting data, reporting catch, landings and discards, and reporting  
23 catch area information for logbook and stock attribution purposes. The Sector will utilize a quota  
24 release program that sets forth overall sector quota (ACE) release targets by species and individual  
25 member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will  
26 be 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 Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
29 regulations.

30 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its  
31 Manager with a greater understanding of the fishing patterns conducted by their members,  
32 the following reporting requirements have been crafted and adopted by the Sector in  
33 collaboration with all Northeast Groundfish Sectors in the region. These provisions afford  
34 Sectors an administrative tool to track fishing activity west of the 70:15. The  
35 implementation of the following requirements is conditioned on the adoption of all  
36 Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision  
37 is not adopted by all Northeast Groundfish Sectors the specifications below will not be  
38 implemented by this Sector.

39 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1  
40 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod  
41 would be defined as **Inshore GOM**.

1           **7.1.2** **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish  
2 in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore  
3 GOM defined in this section.

4           **7.1.3** **When an Observer/Monitor is NOT onboard.**

- 5           1. If the Sector Vessel intends to fish West of the 70:15 in the area described in  
6           Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time  
7           during a trip, the vessel must declare BSA 1 only and the Sector Vessel may  
8           not conduct any fishing activity outside of the area defined as BSA 1 for the  
9           entire trip.
- 10          2. If the vessel declares more than one Broad Stock Area on a trip, the vessel is  
11          prohibited from conducting fishing activity West of the 70:15 in the area  
12          described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

13          **7.1.4** The Sector Manager and Sector Members will work together to determine how  
14          the declaration requirements above will be completed using the existing VMS  
15          systems or an alternative third party reporting system.

16  
17 **8. TRIP HAILS:** Sector vessels will comply with any Hail requirements established by the Sector and/or  
18 the Agency. At this time the following Hail requirements, as specified by the Agency in their  
19 Dockside Monitoring Standards, will apply.

20  
21 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip Start  
22 and Trip End) electronically via the email messaging component of their VMS units. All data  
23 necessary to the requirements will be sent in compressed formats to minimize characters and  
24 maximize message capacity directly to the Sector's Server which will collect, store, convert and  
25 relay all data elements necessary to meet various requirements. The Sector will relay required  
26 HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the  
27 primary system is unavailable, Sector Vessels will utilize a backup system, including but not  
28 limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay  
29 through the Sector Manager.

30  
31 **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count  
32 against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager  
33 that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail  
34 ("TSH") must include:

- 35           • Vessel permit number
- 36           • Vessel Trip Report (VTR) serial number
- 37           • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 38           • Landing State (abbreviation)
- 39           • Landing Port City
- 40           • Estimated time and Date of arrival in port
- 41           • Estimated time and date of offloading (required only for trips less than 6  
42           hours in duration or if fishing within 6 hours of the offload port)
- 43           • Comments (as directed by the Sector Manager)
- 44
- 45

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

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

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

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- First landing state (abbreviation)
- First landing port city
- Dealer/Offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload state (abbreviation)
- Second offload port city
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager)

**9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

**10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than one US/CA area or more than one of the four stock areas will complete a catch report each time the

1 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock  
2 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as  
3 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare  
4 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.  
5

6 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.  
7

8 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete  
9 catch records to the Sector Manager electronically via VMS email or other electronic means prior to  
10 entering port to end a trip. Catch reports will include, at a minimum, and all data elements of a fully  
11 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the  
12 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,  
13 participation in a SAP, or internal quota management requirements. In the event a Member vessel is  
14 unable to submit his catch records electronically, the Member, will have no more than twenty-four  
15 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.  
16

17 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting  
18 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-  
19 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format  
20 required by NERO. Sector Members will execute all documents necessary to meet legal  
21 requirements for the purpose of facilitating e-VTR service.  
22

23 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit  
24 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector  
25 will submit required reports, using the format and procedures prescribed by NMFS. The reports  
26 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and  
27 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*  
28 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given  
29 week, regardless of completeness of the data. The information includes stock, gear, mesh  
30 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*  
31 provides information about the sector trips for a given week that have enforcement or other issues.  
32 One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report*  
33 documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in  
34 Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock,  
35 the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their  
36 Sectors ACE status calculations on a daily basis if *either* of the two thresholds specified in 14.1 below  
37 are reached in the current FY. These reports are cumulative in nature from the start of the fishing  
38 year until the current reporting week and are adjusted retroactively as data becomes available or  
39 issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS,  
40 which should be used to report all data quality issues to the appropriate people for research and  
41 correction process.  
42

1       **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for  
2 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
3 sector’s ACEs is reached. An alternative threshold for increasing reporting frequency may  
4 be implemented during FY 2013 if agreed upon by the sector and NMFS. The Sector  
5 Manager, or a designated representative, will notify NMFS immediately by email, or mail if  
6 this, or an agreed upon alternative threshold has been met that triggers daily reporting.  
7

8       **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
9 any enforcement or reporting compliance issues, including violations of Operations Plan  
10 (excluding those sections identified as administrative provisions in this document);  
11 violations of regulations, or general problems with monitoring or sectors operations in their  
12 *Trip Issue Report* which is submitted to NMFS weekly.  
13

14 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will  
15 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,  
16 including harvest levels of all species by sector vessels (landings and discards by gear types);  
17 enforcement actions; and any other relevant information required to evaluate the performance of  
18 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for  
19 regulated groundfish and their permit numbers (when such disclosure does not violate protection of  
20 confidentiality); number of vessels that fished for other species; method used to estimate discards;  
21 landing port used by sector vessels while landing groundfish; and any other additional information  
22 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit  
23 required reports using the format and procedures prescribed by NMFS.  
24

25 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
26 logbook area information to calculate stock attribution ratios for all applicable species.  
27

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

36 **18. RESERVED FOR FUTURE USE:**  
37  
38

39 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
40 messaging component of their VMS units. All data necessary for sector ACE management, including  
41 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
42 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
43 requirements that cannot be altered by a sectors operations plan, the Sector’s server will be  
44 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
45 requirements in the formats required by the recipients  
46

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

4  
5 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
6 Letter of Authorization (“LOA”), which will specify the exemptions that have been approved for the  
7 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in  
8 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.  
9 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
10 Sector Agreement and Harvesting Rules on-board at all times while fishing on a ‘sector-trip’.

11  
12 **21. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
13 following **Universal Exemptions**.

- 14 **21.1** All Groundfish DAS restrictions
- 15 **21.2** Trip limits on allocated stocks
- 16 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 17 **21.4** Additional mortality controls adopted by Amendment 16, including additional seasonal  
18 or year-round closures, gear requirements, DAS reductions, differential DAS counting,  
19 and/or restricted gear areas.
- 20 **21.5** Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle  
21 tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization  
22 to use 6-inch mesh in the codend).
- 23 **21.6** Gulf of Maine Rolling Closures, except for:  
24 April – Blocks 124, 125, 132, 133  
25 May – Blocks 132, 133, 138, 138,139,140  
26 June – Blocks 139, 140, 145, 146, 147, 152  
27 Unless authorized as a sector specific exemption.

28  
29 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of  
30 this Agreement, **Members agree to abide by the following obligations as specified and**  
31 **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**

- 32
- 33 **21.7** 120 Day Gillnet Block Out of the fishery.
- 34 **21.8** 20 Day Spawning Block.
- 35 **21.9** Limitation on the number of gillnets for day gillnet vessels, the exemption will not apply  
36 in Blocks 124 and 125 in May, and Blocks 132 and 133 in June.
- 37 **21.10** Prohibition on a vessel’s hauling another vessel’s gillnet gear (Community Fixed Gear)
- 38 **21.11** Limitation on the number of Gillnets that may be hauled on GB when fishing on a  
39 Groundfish/Monkfish DAS.
- 40 **21.12** Limitation on the number of hooks that may be fished.
- 41 **21.13** Length and horsepower restrictions of the DAS leasing program.
- 42 **21.14** Discarding prohibition against discarding legal size unmarketable fish at sea.
- 43
- 44 **21.15** Requirement to maintain VMS powered while at dock. Vessel acknowledges that this  
45 exemption only applies to NE multispecies requirements. A Vessel with other permits  
46 requiring constant reporting may not utilize this exemption.

1           **21.16** Prohibition on a vessel’s hauling another vessel’s hook gear.  
2

3 **22. MONITORING.** The Sector wishes to highlight that at the time this FY 2013 Operations Plan is being  
4 submitted to NMFS for review, the New England Fishery Management Council is currently  
5 developing management alternatives in Framework 48 which may or may not directly impact the  
6 design of the Sectors Monitoring Program submitted below. The Sector hopes that in the event  
7 changes are adopted that would directly impact or influence the monitoring program below, the  
8 Agency will work collaboratively and expeditiously to ensure that appropriate modifications are  
9 allowed to be made prior to the start of FY 2013-2014.

10 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to  
11 function efficiently, it is essential that the Active Members conduct their fishing operations  
12 such that at-sea monitoring service costs are kept as low as commercially practical  
13 amount. The Active Members therefore agree to provide accurate landing time  
14 projections, to make landings expeditiously, and to choose landing locations based in part  
15 on the efficiency and responsiveness of the buyer receiving catch harvested under the  
16 Sector’s ACE. Active Members who fail to comply with the provision of this Section may be  
17 assessed the excess cost of monitoring resulting from their failure to do so. Furthermore,  
18 the Sector BOD, may opt from time to time to modify provisions such as authorized landing  
19 ports in order to ensure that the cost associated with these required programs do not  
20 become cost prohibitive.

21 **22.2 AT-SEA MONITORING:** The Sector will participate in the Northeast Fisheries Observer  
22 Program(NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea  
23 monitoring coverage beyond the NMFS-funded level will be provided pursuant to an  
24 independent contract between the Sector and a NMFS approved provider. This additional  
25 at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS,  
26 will be conducted in the same manner with the same protocols as the NMFS-funded ASM  
27 program, and will use approved at-sea monitors, unless otherwise instructed. Also, this  
28 additional coverage will not be allowed to replace or interfere with either the coverage of  
29 NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a  
30 database of all catch data, including but not limited to VTR, dealer, monitor, and observer  
31 data. NMFS will provide the Sector with data from NEFOP and the ASM program.

32 **22.3 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by  
33 NMFS are met by the ASM program the Sector may from time to time opt to have  
34 additional coverage in order to fully utilize specific approved exemptions or to address  
35 specific needs of the Sector.

36 **23. RESERVED FOR FUTURE USE:**

37 **24. RESERVED FOR FUTURE USE:**

38 **25. RESERVED FOR FUTURE USE:**

1 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized  
 2 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same  
 3 locations.  
 4

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Gloucester	Massachusetts: New Bedford, Marblehead, Newburyport, Beverly Rhode Island: Point Judith Connecticut: New London New Jersey: Point Pleasant, Cape May Maryland: Ocean City Maine: Winter Harbor

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

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

18 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
 19 (between members) within the guidelines and procedures contained in the FMP and as  
 20 amended by Amendment 16. The Sector would accept any future relief in the length and  
 21 horsepower constraints of the program that may be authorized by the RA in the future.

22 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
 23 (DAS) outside of the Sector are authorized under this provision to do so, only with  
 24 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
 25 DAS leasing would not be exempted from existing length and horsepower constraints as  
 26 currently contained in applicable regulations.

27 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
 28 requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by  
 29 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and  
 30 submission of required VTR reports have been authorized by the Regional Administrator  
 31 using a phased implementation process. The Sector and its Members may utilize e-VTR in  
 32 accordance with the phased implementation process.

1       **28.4    ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
2       Assessment for all sectors seeking authorization for Fishing Year 2013, and that NMFS  
3       communication has stated that if an exemption is approved for one Sector, all other  
4       authorized Sectors can be similarly approved for that specific exemption based on the  
5       terms and conditions of the originally requesting sector. In light of this understanding,  
6       NEFS III will request authorization for such exemptions it deems beneficial for its  
7       operations, prior to the publication of the final authorizing rule.

8       **29.   MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector  
9       Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
10      requirements or restrictions on the internal reporting requirements or fishing activities of all  
11      members in order to ensure effective utilization and management of the Sector’s ACE. These  
12      modifications may include, but are not limited to, additional notification of planned fishing activity  
13      to the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
14      locations where fishing may occur during specific times of the year or with specific gear. When such  
15      modifications are implemented, all Members will be notified in writing.  
16

1

**EXHIBIT D**

<b>NEFS III 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; 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 III** 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 20. Amendment and Incorporation by Reference.

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 7.1 INSHORE GULF OF MAINE DECLARATION:
- 13 12. CATCH REPORTS:
- 14 18. ADMINISTRATIVE EXEMPTION:
- 15 19. DATA MANAGEMENT:
- 16 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 17 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 18 in those specific situations where NMFS enforcement would apply.
- 19 23. RESERVED FOR FUTURE USE
- 20 24. RESERVED FOR FUTURE USE
- 21 25. RESERVED FOR FUTURE USE
- 22 27: SAFE HARBOR PROTOCOL:
- 23 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 29. MODIFICATION OF HARVESTING RULES

- 1 Exhibit D is administrative.
- 2 Explanatory Addendum is administrative
- 3 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  
3 appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Rob Banks	Manager	Day-to-Day Sector Operations	<a href="mailto:nfsiii@gmail.com">nfsiii@gmail.com</a>	978 491 8004	10 Witham Street	Gloucester	MA	01930
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Rob Banks	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	<a href="mailto:nfsiii@gmail.com">nfsiii@gmail.com</a>	978 491 8004	10 Witham Street	Gloucester	MA	01930
Rob Banks OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	<a href="mailto:nfsiii@gmail.com">nfsiii@gmail.com</a>	978 491 8004	10 Witham Street	Gloucester	MA	01930
Rob Banks	Manager	Sector Specific Outreach	<a href="mailto:nfsiii@gmail.com">nfsiii@gmail.com</a>	978 491 8004	10 Witham Street	Gloucester	MA	01930



Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits	Enrolled in Sector	Active
A & J Fisheries Inc		157	cph	MS 9567 AH	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Mackerel	Offshore Lobster Non-Trap	Yes	No
A & J Fisheries Inc	138579	575	Claudia Marie	MS7008AY	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid/Butterfish, Tilefish	Coastal Lobster	Yes	Yes
A & J Fisheries Inc	230636	2014	Brittannika II	578448	Bluefish, Dogfish, Herring, Scallop, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Seasonal Lobster, Coastal Lobster, Boat 0-59 Ft	Yes	Yes
A & J Fisheries Inc	151160	2127	Foolish Move II	MS3910AX	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Scallop, Lobster non trap, 1, 2, & Outer Cape, Monkfish D, NE Multi, Skate, Scup, Tilefish, Squid/Butterfish, Mackerel	Coastal Lobster	Yes	No
Arthur H Sawyer Jr	124061	2320	Miss Carla	MS 0009 As	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish E, NE Multi, Skate, Atlantic Mackerel	Coastal Lobster	Yes	yes
Ashley & Anthony Fisheries Inc	240883	1859	Ashley & Anthony	674953	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, AOC & A2, Monkfish C, NE Multi, Red Crab, Scup, Skate, Squid, Tilefish	Offshore Lobster Non-Trap	Yes	Yes
Brian Higgins	223677	3636	Toby Ann	1188119	Bluefish, Spiny Dogfish, Herring, Lobster 1, NE Multi, Skate, HMS	Coastal Lobster	Yes	Yes
Catherine F Lobster Co. Inc	148401	8	Rebecca Anne	MS0028CF	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Squid, Mackerel		Yes	No
Catherine F Lobster Co. Inc	240441	2195	Catherine F	611538	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Coastal Lobster, Boat 0-59 Ft	Yes	Yes
Catherine F Lobster Co. Inc	147994	47905	Becky and Ben	MS5300T	Bluefish, Spiny Dog, Herring, Monk E, NE Multi (HA), Skate, Squid, Mackerel		Yes	No
Chadwick Fish Lobster LLC	150700	1647	1988 Sea Nymph	MS8124CC	Bluefish, Spiny Dog, Herring, Lobster 1, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes	No
Chadwick Fish Lobster LLC	114880	4300	Native Son	MS2844Y	Bluefish, Herring, Lobster non trap, 1, outercape, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Offshore Lobster, Offshore Lobster Non-Trap	Yes	Yes
Comet Consolidated Fisheries Inc.	230222	1725	Comet	568403	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Skate, Squid, Tilefish, Mackerel	Coastal Lobster	Yes	No
David Jewell	212924	2088	Lady J	965110	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel, Quahog, Clam	Coastal Lobster	Yes	Yes
Douglas L. Germain	121338	1652	Labor in Vain	MS 9810 RG	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Skate	Coastal Lobster	Yes	Yes
Edward E. Smith	231019	131	Jessica & Amanda	650222	CPH	None	Yes	No
Edward E. Smith	150534	173	Cape Dory	MS2228AT	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate		Yes	No
Edward E. Smith	149180	2804	K & S	NH7919BE	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Mackerel		Yes	No
Edward E. Smith	150943	3787	Foolish Move	MS9291AV	Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Skate		Yes	No
F/V Alexis Margaret Inc.	242563	47988	Alexis Margaret	1068251	NE Multispecies, American Lobster A1	FRC, Shellfish	Yes	No
F/V Allison Carol	115856	1639	Allison Carol	MS 3296 YY	Bluefish, Spiny Dogfish, Summer Flounder, Lobster A1, Monkfish D, NE Multi, Squid, Mackerel	Coastal Lobster	Yes	No
F/V Carol Ann	220748	1997	Carol Ann	618869	Bluefish, Spiny Dogfish, Lobster A1, NE Multi, Skate, Squid, Mackerel	Coastal Lobster	Yes	Yes
F/V Sasquatch, Inc	127576	1770	Sasquatch III	MS 9972 A	Bluefish, Spiny Dogfish, Lobster 1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Offshore Lobster	Yes	Yes
Flying Finns Inc.	220221	56	Chandelle	552300	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster	Yes	Yes
Gloucester Fishing Community Preservation Fund	150659	1288	Sea Skiff III	MS8252AY	Bluefish, Spiny Dogfish, Herring, Monk E, NE Multi, Skate		Yes	yes
Heidi and Heather Fisheries, LLC	146819	228	Lori B	MS4473AX	Bluefish, Spiny Dogfish, Herring, American Lobster 1, Monkfish C, NE Multispecies, Ocean Quahog, Red Crab, Surf Clam, Skate, Squid/Butterfish, Atlantic Mackerel, Tilefish			Yes
Heidi and Heather Fisheries, LLC	149318	367	Ryan Zachary	MS 6051 AH	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster, Coastal Lobster	Yes	Yes
Heidi L Burgess	150429	1531	Lundoner	150429	Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes	No
Homarus Americanus Inc	250311	372	Manford L. Porter	576188	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Skate, Squid, Mackerel	Coastal Lobster	Yes	No
Homarus Americanus Inc	149171	459	Unnamed	MS1220AB	Bluefish, Dogfish, Herring, Lobster non trap, 1, Outer Cape, Monkfish E, Multi, Skate, Squid/Butterfish, Mackerel		Yes	No
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan	596338	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Quahog, Clam, Squid/Butterfish, Mackerel	Coastal Lobster	Yes	Yes
Island Queen Fishing Corp.		1456	Fair Wind		Lobster 1 & A1, NE Multi		Yes	no
Island Queen Fishing Corp.	109652	1749	CPH	MS1721L	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Squid, Mackerel		Yes	No
Island Queen Fishing Corp.	222833	1843	Fair Wind V	1030779	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Scup, Skate, Tilefish, Mackerel, Squid		Yes	No
Island Queen Fishing Corp.	150655	3354	Unnamed	MS4151AT	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel		Yes	No
Janel Leigh Inc.	241144	2019	Janel Leigh	911574	Bluefish, Spiny Dogfish, Herring, Lobster A1, NE Multi, Tilefish	Coastal Lobster	Yes	No
JAS Fisheries Inc.	220015	40	Buddy & Pal (CPH)	257806	Bluefish, Spiny Dogfish, Monkfish E, Herring, NE Multi, Scallop, Mackerel	None	Yes	No

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits	Enrolled in Sector	Active
JAS Fisheries Inc.	231826	1439	Amanda & Andy	956676	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Coastal Lobster	Yes	no
JAS Fisheries Inc.	230139	1766	Amanda Leigh	542840	Bluefish, Spiny Dogfish, Herring, Lobster non-trap & 1, Monkfish D, Skate, Squid/Butterfish, Tilefish, Mackerel	Rod & Reel, Offshore Lobster	Yes	Yes
Jeffrey W. Tutein	211998	1608	Lucky Strike	913805	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non trap, Monkfish E, NE Multi, Skate, Squid, Mackerel, Tilefish	None	Yes	No
John Greenleaf	115998	2370	David and Jenna II	MS9851AK	Bluefish, Black Sea Bass, Spiny Dogfish, Summer Flounder, Herring, Scallop, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Boat 0-59 Ft	Yes	Yes
Matthew G. Cooney	118832	2165	Miss Meredith	MS1969MC	Bluefish, Spiny Dogfish, NE Multi, Skate	Coastal Lobster	Yes	Yes
Melon Fisheries Inc	250887	446	SS Melon III	916348	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Scallop, Lobster 1 & A1, Monkfish C, NE Multi, Clam, Skate, Squid/Butterfish, Mackerel, Tilefish	Coastal Lobster	Yes	Yes
Michael T. Frontiero	121155	1534	Dunlin	MS4116AG	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Monkfish E, Skate, Squid	Coastal Lobster	Yes	Yes
Michael T. Frontiero	150785	2327	Mikes Skiff	MS5345AU	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Tilefish, Mackerel, Squid	None	Yes	No
Michael T. Malewicki	221769	100	Janie M	631471	Bluefish, Spiny Dogfish, American Lobster Trap Area 1, NE Multi, Atlantic Mackerel	Coastal Lobster	Yes	No
New Shell Lobsters Inc	233139	214	Aaron and Alexa	1047510	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate, Squid	Coastal Lobster	Yes	Yes
Peter G. Fyrberg	146585	47872	Merganser	MS6379AU	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Squid, Mackerel, Tilefish		Yes	No
Philip A. Powell	124106	168	Foxy Lady	MS7422AM	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A2 & AOC, Monkfish C, NE Multi, Quahog, Clam, Skate, Mackerel, Tilefish		Yes	Yes
Philip A. Powell	149591	381	2004 Lowe	MS2337AJ	Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Scup, Red Crab, Skate, Tilefish, Squid/Butterfish		Yes	No
Philip A. Powell	149710	443	Solina Soo	MS4925AK	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate		Yes	No
Philip A. Powell	150761	525	Lowe	MS5129AU	Bluefish, Dogfish, Monk C, Skate, NE Multi, Squid		Yes	No
Philip A. Powell	148668	1433	Foxy Lady	MS8827AC	Bluefish, Dogfish, Lobster 1, A1 & AOC, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Mackerel, Tilefish	Coastal Lobster	Yes	Yes
Philip A. Powell	150058	2011	1997 Lowe 10	MS4016PP	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1 & AOC, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish		Yes	No
Richard E. Burgess	150123	238	Blue Fin Singer	MS4540AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Squid, Mackerel		Yes	No
Richard E. Burgess	150286	240	Red Tape	MS9261AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, A2 & A6, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish		Yes	No
Richard E. Burgess	150008	320	Starcraft	MS9446AR	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel		Yes	No
Richard E. Burgess	150217	1482	Chesty McBoob	MS4537AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Tilefish		Yes	No
Richard E. Burgess	149719	1807	Hollywood II	MS5902AM	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel		Yes	No
Richard E. Burgess	150275	2177	Bureaucracy	MS1441AR	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish		Yes	No
Robert J Edwards	221275	3524	Catherine M	649353	Bluefish, Black Sea Bass, Summer Flounder, Herring, Lobster 1, Monkfish E, NE Multi, Quahog, Red Crab, Scup, Clam, Squid, Mackerel, Tilefish, Butterfish	None	Yes	No
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II	MS 4137 AM	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish C, NE Multi, Skate, Squid, Mackerel, Tilefish	124461	Yes	Yes
Santapaola Fisheries Inc.	150593	223	WMF	MS8223AS	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, Skate, NE Multi, Squid/Butterfish, Mackerel, Tilefish		Yes	No
Santapaola Fisheries Inc.	110688	1921	Amanda & Andy III	MS9953AY	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Offshore Lobster, Northern Shrimp	Yes	Yes
Scotia Boat Too, LLC	149610	117	Julie Ann	MS 1928 AT	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Butterfish, Mackerel, Tilefish	Offshore Lobster Non-Trap	Yes	No
Scotia Boat Too, LLC	121546	1960	Scotia Boat Too	MS 5904 AT	Bluefish, Dogfish, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster	Yes	No
Scott O Swicker	CPH	2032	Unnamed		Lobster, NE Multi, Quahog, Clam	None	Yes	No
Sundance Fisheries	149334	2055	Little Mako	MS1051DD	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Skate, Tilefish	Coastal Lobster, Boat 0-59 Ft	Yes	Yes
Susan G. Porter	135646	4116	Susan Kimberly	MS2339K	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Mackerel	Coastal Lobster	Yes	Yes
Thomas Hill	231770	207	Karoline Marie	948801	Bluefish, Spiny Dogfish, Herring, Lobster A1, Monkfish C, NE Multi, Clam, Skate	Offshore Lobster, Coastal Lobster, Finfish Landing Permit	Yes	Yes
Thomas Lupo	231622	204	Jennie C	932696	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel	Coastal Lobster	Yes	Yes
Thomas Lupo	148239	47802	Sea Ox	MS1063TP	Bluefish, Lobster 1 & A1, NE Multi, Squid, Mackerel		Yes	No
White Wave, LLC	242738	337	Hannah Story	969495	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A1, AOC, Monkfish D, NE Multi, Squid, Quahog, Clam, Skate, Tilefish	Boat 0-59 Ft	Yes	Yes
White Wave, LLC	232312	2051	Sharon E	1021018	Bluefish, Spiny Dogfish, Lobster 1, A1, A2 & AOC, Monkfish C, NE Multi, Scup, Skate, Squid, Mackerel	None	Yes	Yes
William G. Brown V	150358	175	Beacon	MS1688A	Bluefish, Spiny Dogfish, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel		Yes	No

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits	Enrolled in Sector	Active
William G. Brown V	231329	190	Kathryn Leigh	698370	Bluefish (Commercial & Charter), Black Sea Bass (Charter), Spiny Dogfish, Summer Flounder, Herring, Lobster Non Trap, 1,2 Outer Cape, Monkfish E, Quahog, Red Crab, Scup, Skate, Squid/Mackerel/Butterfish, Mackerel, Tilefish	Dogfish, FRV, Striped Bass, Surface Gillnet	Yes	Yes
William Skrobacz	123717	1574	Toots	MS 5051 Am	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	Offshore Lobster	Yes	Yes
Wood Fisheries Inc	150603	1251	Addy	MS7747AS	Bluefish, Monkfish E, NE Multi, Squid, Mackerel, Tilefish		Yes	No
Wood Fisheries Inc	223397	2176	Lily	1064382	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Quahog, Clam, Skate, Crab, Tilefish	Offshore Lobster	Yes	yes

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

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of March, 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Atlantic No. 11 Doc/Reg # 721275

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 III  
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: Beverly D. Edwards

Owner/Entity Name:

Beverly D. Edwards

Name of Authorized Representative (print):

\_\_\_\_\_

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

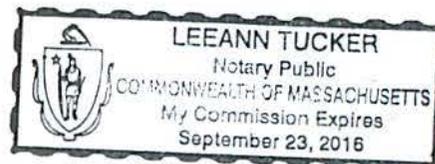
List all permits including those listed in 4.

Permit Number: 221275 MRI 3524

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

Notary Public:

LeeAnn Tucker



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

THIS ADHERENCE AGREEMENT is entered into as of this 19<sup>th</sup> day of March 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Comet</u>	Doc/Reg #	<u>568403</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 III  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

Ramona Hart

Owner/Entity Name:

Comet Consolidated Fisheries Inc.

Name of Authorized Representative (print):

RAMONA HART

Title: V.P. Treasurer

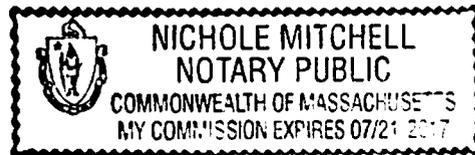
List all permits including those listed in 4.

Permit Number: 230222 MRI 1725

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

Notary Public:

Nichole Mitchell



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

THIS ADHERENCE AGREEMENT is entered into as of this 30 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Sasquatch III Doc/Reg # MS 9972A  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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Non-Active Member

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NORTHEAST FISHERY SECTOR III  
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.



Owner/Entity Name:

Paul Cohan

Name of Authorized Representative (print):

\_\_\_\_\_

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

List all permits including those listed in 4.

Permit Number: 127576 MRI 1770

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

Notary Public:





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

THIS ADHERENCE AGREEMENT is entered into as of this 16 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Lady Jane</u>	Doc/Reg #	<u>965110</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

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Continued on next page



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

THIS ADHERENCE AGREEMENT is entered into as of this 30 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:

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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

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*Continued on next page*

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

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

Signature of Authorized Representative:

RE. Burgess for  
x. Heidi L. Burgess

Owner/Entity Name:

Heidi L. Burgess

Name of Authorized Representative (print):

Richard E. Burgess

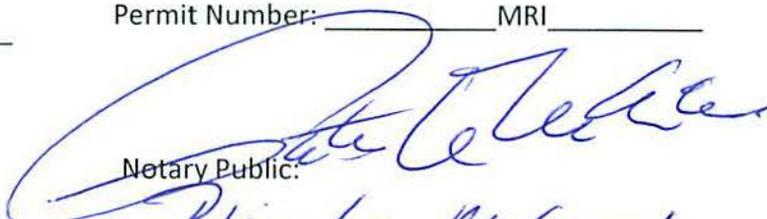
Title: Agent

List all permits including those listed in 4.

Permit Number: 150429 MRI 1531

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

Notary Public:

  
Patricia W. McCormick  
Notary Public  
June 18, 2015

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

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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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Non-Active Member

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*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. R.E. Bynum

Owner/Entity Name:

Scotia Boat Tos, LLC

Name of Authorized Representative (print):

Richard E. Bynum, ~~Mgr~~

Title: Manager

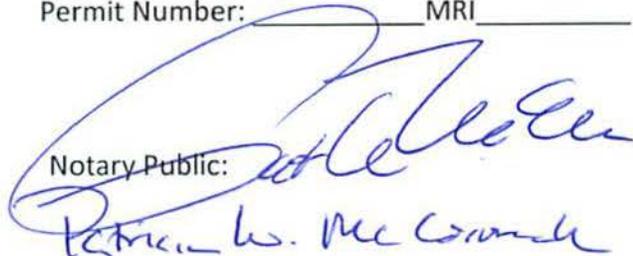
List all permits including those listed in 4.

Permit Number: 121546 MRI 1960

Permit Number: 149610 MRI 117

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

Notary Public:



Patricia W. McCornick

exp. June 18, 2015

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

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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 LORI B Doc/Reg # MS 4473 AX  
Fishing Vessel Name RYAN ZACHARY Doc/Reg # MS 6051 AH  
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 III  
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. RE Banyon

Owner/Entity Name:

Head: Heart Fishin, LLC

Name of Authorized Representative (print):

Richard E Banyon

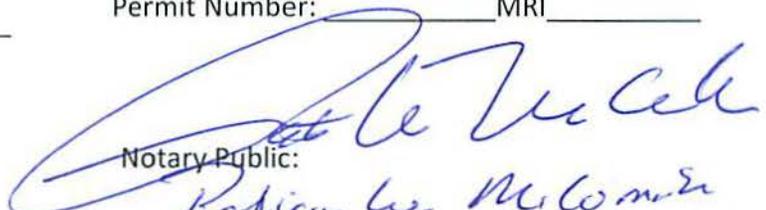
Title: Manager

List all permits including those listed in 4.

Permit Number: 149318 MRI 367

Permit Number: 146819 MRI 228

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

  
Notary Public:  
Patricia W. McCombs  
off. Jan 18, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 30 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. RE Burgess

Owner/Entity Name:

Richard E. Burgess

Name of Authorized Representative (print):

Richard E Burgess

Title: owner

List all permits including those listed in 4.

Permit Number: 150275 MRI 2177

Permit Number: 150217 MRI 1482

Permit Number: 150286 MRI 240

Permit Number: 150008 MRI 320

Permit Number: 149719 MRI 1807

Permit Number: 150123 MRI 238

Notary Public:

Patricia W. McCombe  
exp. June 18, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of November ~~2012~~ 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR III  
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. *Peter Fyrburg*

Owner/Entity Name:

Peter Fyrburg

Name of Authorized Representative (print):

\_\_\_\_\_

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

List all permits including those listed in 4.

Permit Number: 146585 MRI 47872

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

Notary Public: *Bridget Panniello*

Bridget Panniello  
Notary Public  
My Commission Expires June 3, 2016  
Commonwealth of Massachusetts



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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Nw, 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name 2131 Doc/Reg # 12701A

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 III  
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. 

Owner/Entity Name:

EDWARD SMITH

Name of Authorized Representative (print):

EDWARD SMITH

Title: OWNER

List all permits including those listed in 4.

Permit Number: 149180 MRI 2804

Permit Number: 150534 MRI 173

Permit Number: 150943 MRI 3787

Permit Number: 231019 MRI 131

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

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

Notary Public: Nov. 28 2012  
Louise M. DeWolfe



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

THIS ADHERENCE AGREEMENT is entered into as of this 15 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name FOXY LADY Doc/Reg # MS 8827 AC  
Fishing Vessel Name FOXY LADY Doc/Reg # MS 7422 AM  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR III  
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. 

Owner/Entity Name:

Philip A Powell/owner

Name of Authorized Representative (print):

Title:

List all permits including those listed in 4.

Permit Number: 148668 MRI 1433

Permit Number: 124106 MRI 168

Permit Number: 150058 MRI 2011

Permit Number: 149591 MRI 381

Permit Number: 150761 MRI 525

Permit Number: 149710 MRI 443

Notary Public:



**DENNIS J. ACKER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Exp. Feb. 4, 2016



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

THIS ADHERENCE AGREEMENT is entered into as of this 27<sup>th</sup> 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Kathryn Leigh Doc/Reg # 698370  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. *William G. Brown*

Owner/Entity Name:

*William Brown*

Name of Authorized Representative (print):

*William G. Brown*

Title: *Owner operator*

List all permits including those listed in 4.

Permit Number: *231329* MRI *190*

Permit Number: *150358* MRI *175*

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

Notary Public: *Kelley Kirkman*



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name David Jenna II Doc/Reg # MS 9857AK  
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 III  
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. [Handwritten Signature]

Owner/Entity Name:

David D. Johnson II

John Greanleaf  
Name of Authorized Representative (print):

\_\_\_\_\_

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

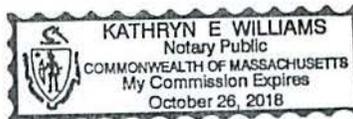
List all permits including those listed in 4.

Permit Number: 115998 MRI 2370

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

[Handwritten Signature]

Notary Public:



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

THIS ADHERENCE AGREEMENT is entered into as of this 20 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Little Mako</u>	Doc/Reg #	<u>MS1051DD</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

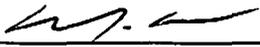
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. 

Owner/Entity Name:

Sundance Fisheries

Name of Authorized Representative (print):

Daniel T. Durbin

Title: owner/operator

List all permits including those listed in 4.

Permit Number: 149334 MRI 2055

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

Notary Public:



MARIELLEN HAYWARD  
NOTARY PUBLIC  
My Commission Expires  
December 28, 2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 26 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Catherine F Doc/Reg # 611538

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

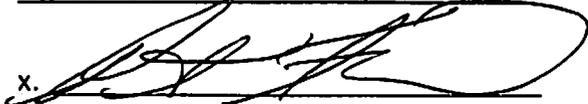
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. 

Owner/Entity Name:

Catherine F. Lobster Co., Inc.

Name of Authorized Representative (print):

Peter Fadden

Title: President

List all permits including those listed in 4.

Permit Number: 240441 MRI 2195

Permit Number: 148401 MRI 8

Permit Number: 147994 MRI 47905

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

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

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

Notary Public:

The Commonwealth of Massachusetts  
On this 26 day of November 2012.  
before me, the undersigned notary public, personally appeared  
Peter Fadden  
proved to me through satisfactory evidence of identification, which were MA ID DL LIC  
to be the person whose name is signed on the preceding or attached document who swore  
or affirmed to me that the contents of the document are truthful and accurate to the best of  
his/her knowledge and belief.  
 Jilliane E. Lewis  
JILLIANE E. LEWIS, Notary Public  
My Commission Expires January 28, 2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 20 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Native Son II Doc/Reg # MS 28444  
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 III  
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

Christian R Chadwick

List all permits including those listed in 4.

Permit Number: 114880 MRI 4300

Permit Number: 150700 MRI 1647

Owner/Entity Name:

Chadwick Fish + Lobster LLC.

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

Name of Authorized Representative (print):

Christian R Chadwick

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

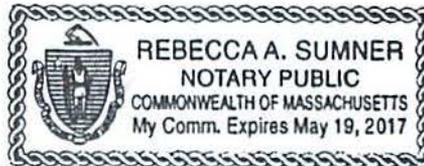
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: Sole member

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

Notary Public:

Rebecca A. Sumner



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

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of November 2012, 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name SEA SKIFF III Doc/Reg # MS98252AY

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 III  
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. 

Owner/Entity Name:

GFCRF

Name of Authorized Representative (print):

Vito Giacalone

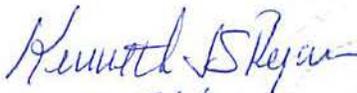
Title: President

List all permits including those listed in 4.

Permit Number: 150659 MRI 1288

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

Notary Public:

  
Notary Public  
  
Commission Expires 11/16/2018

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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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



Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Toby Ann Doc/Reg # 1188119

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 III  
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. 

Owner/Entity Name:

Owner Brian Higgins

Name of Authorized Representative (print):

\_\_\_\_\_

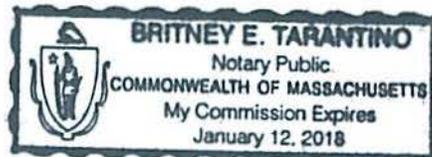
Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 223677 MRI 507

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

Notary Public: Britney E. Tarantino



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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Paul A. Hemeon

Owner/Entity Name:

F/v Alexis Margaret Inc.

Name of Authorized Representative (print):

Ronald A. Hemeon

Title: Owner

List all permits including those listed in 4.

Permit Number: 242563 MRI 47988

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

Notary Public: Kelly Kirkman



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015



NORTHEAST FISHERY SECTOR III  
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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name FAIR WIND Doc/Reg # 691669

Fishing Vessel Name IN LINE Doc/Reg # 115713 A

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 III  
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. William T Cunningham Jr

Owner/Entity Name:

Island Queen Fishing Corp.

Name of Authorized Representative (print):

WILLIAM T CUNNINGHAM JR

Title: Pres.

List all permits including those listed in 4.

Permit Number: 211652 MRI 2391

Permit Number: ~~137765~~ MRI ~~1501~~

Permit Number: 211652 MRI 1456

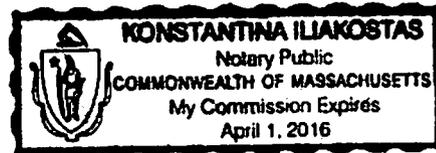
Permit Number: 109652 MRI 1749

Permit Number: 150655 MRI 3354

Permit Number: 222833 MRI 1843

Notary Public:

Konstantina Iliakostas  
11/26/12



NORTHEAST FISHERY SECTOR III  
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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Amanda Leigh Doc/Reg # 542840  
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 III  
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. *Jim Santapaola*

Owner/Entity Name:

JAS Fisheries Inc

Name of Authorized Representative (print):

Jim Santapaola

Title: president

List all permits including those listed in 4.

Permit Number: 231826 MRI 1439

Permit Number: 220015 MRI 40

Permit Number: 230139 MRI 1766

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

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

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

Notary Public: *Kelly Kirkman*



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 26 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Amanda & Andy II Doc/Reg # MS 4137 AN  
Fishing Vessel Name Amanda & Andy III Doc/Reg # MS 3497 AR  
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

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*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. *Jim Santapaola*

Owner/Entity Name:

*Santapaola Fisheries Inc*

Name of Authorized Representative (print):

*Jim Santapaola*

Title: *pres*

List all permits including those listed in 4.

Permit Number: *110688* MRI *798*

Permit Number: *144413* MRI *14*

Permit Number: *150593* MRI *223*

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

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

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

Notary Public: *Kelley Kirkman*



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015



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

THIS ADHERENCE AGREEMENT is entered into as of this 26<sup>th</sup> 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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name SUSAN/KIMBERLY Doc/Reg # MS 233915  
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

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*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Thomas Porter

Owner/Entity Name:

Susan Porter

Name of Authorized Representative (print):

THOMAS PORTER

Title: CAPTAIN / CO-OWNER

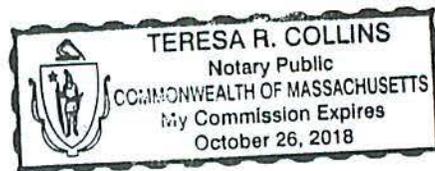
List all permits including those listed in 4.

Permit Number: 135646 MRI 4116

(SF) Permit Number: 000938 MRI \_\_\_\_\_

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

Notary Public:



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

THIS ADHERENCE AGREEMENT is entered into as of this 24 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:

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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>Aaron + Alva</u>	Doc/Reg #	<u>1047510</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 III  
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. Scott O. Swickel

Owner/Entity Name:

New Shell Lobsters, Inc

Name of Authorized Representative (print):

Scott O. Swickel

Title: President

List all permits including those listed in 4.

Permit Number: 233139 MRI 24

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

Notary Public: Sara Osier



**SARA OSIER**  
**Notary Public**  
**Commonwealth of Massachusetts**  
**My Commission Expires**  
**October 6, 2017**



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

THIS ADHERENCE AGREEMENT is entered into as of this 24 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:

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Ashley + Anthony Doc/Reg # 674953  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Scott O. Swickel

Owner/Entity Name:

Ashley + Anthony Fisheries Inc.

Name of Authorized Representative (print):

Scott O. Swickel

Title: President

List all permits including those listed in 4.

Permit Number: 240883 MRI 1859

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

Notary Public:

Sara Osier



SARA OSIER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 6, 2017



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

THIS ADHERENCE AGREEMENT is entered into as of this 24 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:

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Scott Swickel

Owner/Entity Name:

Scott Swickel  
F/U Unarmed

Name of Authorized Representative (print):

Scott Swickel

Title: ~~FF~~

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI ~~2032~~

Permit Number: \_\_\_\_\_ MRI 2032

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

Notary Public:

Sara Osier



SARA OSIER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 6, 2017



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

THIS ADHERENCE AGREEMENT is entered into as of this 25 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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Chandelle Doc/Reg # 552300  
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 III  
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. 

Owner/Entity Name:

Flying Fins Inc

Name of Authorized Representative (print):

John M. Montsomer

Title: president

List all permits including those listed in 4.

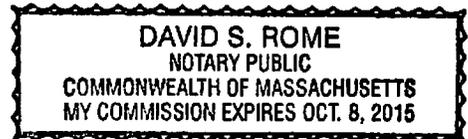
Permit Number: 220221 MRI 56

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

Notary Public:

witnessed 11/26/12





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

THIS ADHERENCE AGREEMENT is entered into as of this 26 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

<input checked="" type="checkbox"/> Active Member (LIST ACTIVE VESSELS)	
Fishing Vessel Name <u>JENNIE C</u>	Doc/Reg # <u>932696</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 III  
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. *Thomas Lupio*

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Thomas Lupio

Title: Owner

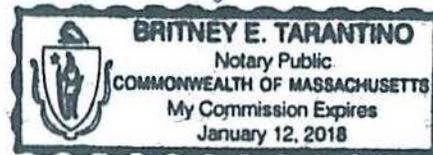
List all permits including those listed in 4.

Permit Number: 231622 MRI 204

Permit Number: 148239 MRI 47802

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

Notary Public: Britney E. Sarantino 1/12/2018



NORTHEAST FISHERY SECTOR III  
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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Jeff Tutin

Owner/Entity Name:

Jeff Tutin

Name of Authorized Representative (print):

\_\_\_\_\_

Title: owner

List all permits including those listed in 4.

Permit Number: 211998 MRI 08734 1608

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

Notary Public:

Maria Medina



MARIA I. MEDINA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 30, 2017

NORTHEAST FISHERY SECTOR III  
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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Sharon E Doc/Reg # 10210618  
Fishing Vessel Name Hannah Stoy Doc/Reg # 969495  
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 III  
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. 

Owner/Entity Name:

WHITE WATE LLC

Name of Authorized Representative (print):

PETER S. ESCHENFELDER

Title: OWNER

List all permits including those listed in 4.

Permit Number: 242738 MRI 337

Permit Number: 232312 MRI 2051

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

Notary Public:



**PATRICIA A. LEONARD**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEP. 30, 2017

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Dunlin Doc/Reg # MS 4116 AG

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR III  
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. Mabel [Signature]

Owner/Entity Name:

Michael Frontiero FFI Ent,

Name of Authorized Representative (print):

Michael Frontiero

Title: owner of FLU Dunlin

List all permits including those listed in 4.

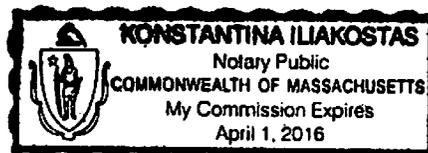
Permit Number: 121155 MRI 1534

Permit Number: 150785 MRI 2327

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

Notary Public:

Konstantina Iliakostas  
11/23/12



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

THIS ADHERENCE AGREEMENT is entered into as of this 14<sup>th</sup> 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Labor in Vain</u>	Doc/Reg #	<u>M5981012G</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 III  
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. *Douglas Kernain*

Owner/Entity Name:

*Douglas Kernain*

Name of Authorized Representative (print):

\_\_\_\_\_

Title: *Owner*

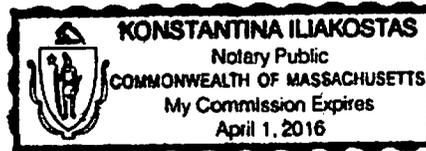
List all permits including those listed in 4.

Permit Number: *121338* MRI *1652*

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

Notary Public:

*11-14-12*  
*Konstantina Iliakostas*



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

THIS ADHERENCE AGREEMENT is entered into as of this 20 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Miss Meredith Doc/Reg # MS 1969 MC  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Matthew G. Cooney

Owner/Entity Name:

F/V Miss Meredith

Name of Authorized Representative (print):

Matthew G. Cooney

Title: Owner / Operator

List all permits including those listed in 4.

Permit Number: 118832 MRI 2165

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

Notary Public: Kelly Kirkman Kelly Kirk



**KELLY KIRKMAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

NORTHEAST FISHERY SECTOR III  
 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

<input checked="" type="checkbox"/> Active Member: (LIST ACTIVE VESSELS)	
Fishing Vessel Name <u>Allison Carol</u>	Doc/Reg # <u>MS 3296 YV</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 III  
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. *Peter Mondello*

Owner/Entity Name:

*Peter Mondello*

Name of Authorized Representative (print):

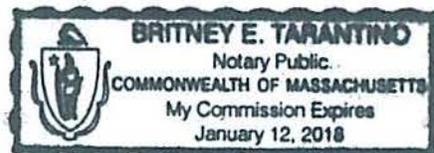
Title: *OWNER*

List all permits including those listed in 4.

Permit Number: *115856* MRI *1639*

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

Notary Public: *Britney E. Tarantino*



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

THIS ADHERENCE AGREEMENT is entered into as of this 20 <sup>November</sup> ~~20~~ 17 day of 20, 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name KAROLINE MARIE Doc/Reg # 948801  
Fishing Vessel Name \_\_\_\_\_ 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 III  
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. Thomas Hill

Owner/Entity Name:

KAROLINE MARIE INC.

Name of Authorized Representative (print):

THOMAS HILL

Title: OWNER

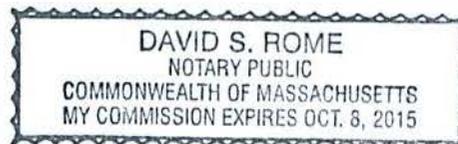
List all permits including those listed in 4.

Permit Number: 231770 MRI 207

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

David S. Rome 11/20/12

Notary Public:



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

THIS ADHERENCE AGREEMENT is entered into as of this 9 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>MISS CARLA</u>	Doc/Reg #	<u>MS 0009 AS</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

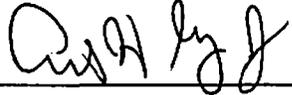
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. 

Owner/Entity Name:

MISS CARLA ARTHUR SAWYER JR

Name of Authorized Representative (print):

ARTHUR SAWYER JR

Title: OWNER

List all permits including those listed in 4.

Permit Number: 124061 MRI 2320

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

Notary Public: 



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Carol Ann Doc/Reg # 618869  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Mark Carnevale

Owner/Entity Name:

Carol Ann

Name of Authorized Representative (print):

Mark Carnevale

Title:

President

List all permits including those listed in 4.

Permit Number: 220748 MRI 1997

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

Notary Public:

Jeffrey Keith Tobin

COMMONWEALTH OF MASSACHUSETTS

Mark Carnevale

personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were Drivers License and swore or affirmed the attached document's contents are truthful and accurate to the best of his/her knowledge on this 15 day of November 2012



JEFFREY KEITH TOBIN, Notary Public  
My Commission Expires September 24, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 15 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. Frank E. Davis Jr

Owner/Entity Name:

Janel Leigh Inc

Name of Authorized Representative (print):

Frank E. Davis Jr

Title: Owner - President

List all permits including those listed in 4.

Permit Number: 241144 MRI 2019

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

Notary Public: Kelley Kirkman 11/14/2012



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 15 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 III 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 3 (the "Sector").

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

3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name LLW Doc/Reg # 1064382  
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 III  
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. *William Muni*

Owner/Entity Name:

Wood Fisheries Inc.

Name of Authorized Representative (print):

William Muni

Title: *Pres*

List all permits including those listed in 4.

Permit Number: 221567 MRI 2176

Permit Number: 150603 MRI 1251

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

Notary Public: *Kelley Kirkman*



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

Commonwealth of Massachusetts }

County of ESSEX

On this 14 day of November 2012,  
personally appeared William Muni,  
evidence of identification, which  
be the person whose name is sign  
presence.

(seal)

*Kelley Kirkman*

My Commission Expires: 3/5/15

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

THIS ADHERENCE AGREEMENT is entered into as of this 15 day of 11, 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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Toots</u>	Doc/Reg #	<u>MSS051 AM</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 III  
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. *[Signature]*  
Owner/Entity Name:

Bill Skrobacz

Name of Authorized Representative (print):

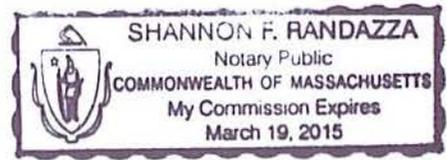
Title: Owner

List all permits including those listed in 4.

Permit Number: 123717 MRI 1574

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

Notary Public:  
Shannon F. Randazza  
Shannon F. Randazza 11/15/12



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

THIS ADHERENCE AGREEMENT is entered into as of this 14<sup>th</sup> 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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

**Active Member (LIST ACTIVE VESSELS)**

Fishing Vessel Name	<u>S S Melen TIL</u>	Doc/Reg #	<u>916 348</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 III  
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. Mark S Byard

Owner/Entity Name:

Melon Fisheries Inc.

Name of Authorized Representative (print):

Mark S Byard

Title: President, Treas.

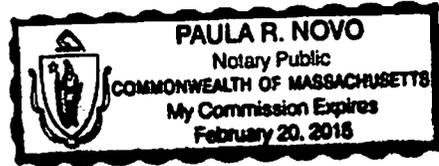
List all permits including those listed in 4.

Permit Number: 250887 MRI 446

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

Notary Public: Paula R. Novo

11/14/2012



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

THIS ADHERENCE AGREEMENT is entered into as of this 13 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 III 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 3 (the "Sector").

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3. Member acknowledges that; NEFS III has adopted April 1, 2013 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>JANIE M</u>	Doc/Reg #	<u>631471</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 III  
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. *Michael T Malewicz*

Owner/Entity Name:

Michael T Malewicz

Name of Authorized Representative (print):

\_\_\_\_\_

Title: owner

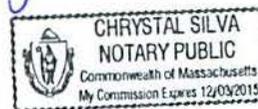
List all permits including those listed in 4.

Permit Number: 221769 MRI 100

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

Notary Public:

*Crystal Silva*



NORTHEAST FISHERY SECTOR III  
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 III 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 3 (the "Sector").

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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>BRITANNI LATT</u>	Doc/Reg #	<u>578448</u>
Fishing Vessel Name	<u>Candia Marie</u>	Doc/Reg #	<u>MS 7009 A-1</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

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*Continued on next page*

NORTHEAST FISHERY SECTOR III  
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. *Edward Smith*

Owner/Entity Name:

EDWARD SMITH (ARJ Fisheries)

Name of Authorized Representative (print):

EDWARD SMITH

Title: OWNER

List all permits including those listed in 4.

Permit Number: 230636 MRI 2014

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

Permit Number: 138579 MRI 575

Permit Number: 151160 MRI 2129

Permit Number: \_\_\_\_\_ MRI 157

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

Nov. 28, 2012  
Notary Public: *Louise M. Dewolfe*





NORTHEAST FISHERY SECTOR III  
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. *Craig M Porter*

Owner/Entity Name:

Craig M Porter

Name of Authorized Representative (print):

Homarus Americanus Inc

Title:

Owner / President

List all permits including those listed in 4.

Permit Number: 240355 MRI 1701

Permit Number: 250311 MRI 372

Permit Number: 149171 MRI 459

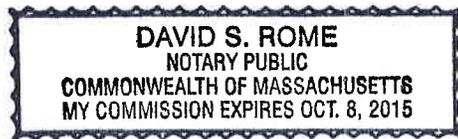
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

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

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

Notary Public:

Witnessed 11/26/12  
*[Signature]*



# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:42 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: AMANDA & ANDY II

Northeast Federal Fishery Permit: 144413

US Coast Guard Doc #/State Registration # : MS4137AM

Primary Owner|Corporation Name: SANTAPAOLA FISHERIES INC

Address:

25 HIGHLAND STREET

GLOUCESTER, MA 01930

Phone: (978) 281-5578

Hailing Port: GLOUCESTER, MA.

Principal Port: GLOUCESTER, MA.

Sector: NEFS 3

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
				01-	30-

2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	MAY- 13	APR- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	C	MONKFISH - CATEGORY C - 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	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:42 pm

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### Most Recent Vessel Data

Vessel: RYAN ZACHARY

Northeast Federal Fishery Permit: 149318

US Coast Guard Doc #/State Registration # : MS6051AH

Primary Owner|Corporation Name: HEIDI & HEATHER FISHERIES LLC

Address:

128 OLD ESSEX ROAD  
MANCHESTER, MA 01944  
Phone: (978) 526-4781

Hailing Port: GLOUCESTER, MA.

Principal Port: GLOUCESTER, MA.

Sector: NEFS 3

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
				01-	30-

2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	MAY- 13	APR- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	30- APR- 14
2013	SF	1	SURF CLAM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:40 pm

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### Most Recent Vessel Data

Vessel: CHANDELLE  
 Northeast Federal Fishery Permit: 220221  
 US Coast Guard Doc #/State Registration # : 552300  
 Primary Owner|Corporation Name: FLYING FINNS INC  
 Address:  
 1099 WASHINGTON STREET  
 GLOUCESTER, MA 01930-2298  
 Phone: (978) 281-8176

Hailing Port: GLOUCESTER, MA.  
 Principal Port: GLOUCESTER, MA.

Sector: NEFS 3

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
			SUMMER FLOUNDER -	01-	30-

2013	FLS	1	COMMERCIAL MORATORIUM - 2013	MAY-13	APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	01-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	19-APR-13	28-FEB-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01-MAY-13	30-APR-14

**AMENDMENT 1 TO THE NEFS III OPERATIONS PLAN**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE DECEMBER 20, 2013

EFFECTIVE DECEMBER 20, 2013, FOR THE 2013 FISHING YEAR

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

<b>Primary Port(s) of Landing</b>	<b>Secondary Port(s) of Landing</b>
<b>Massachusetts: Gloucester</b>	<b>Massachusetts: New Bedford, Marblehead, Newburyport, Beverly Rhode Island: Newport, Point Judith Connecticut: New London New Jersey: Point Pleasant, Cape May Maryland: Ocean City Maine: Winter Harbor</b>

\*Please note the December 20, 2013, addition of a secondary port of landing: Newport, RI. This port was not included in the original operations plan, but there will be sector fishing activity at this location in FY 2013.