SECTOR OPERATIONS PLAN AND AGREEMENT

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

Recitals

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

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

Agreement

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

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

2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a person must hold a limited access Northeast multi-species permit and meet all other Sector eligibility requirements as established from time to time by the Sector's Board of Directors (the "Board"). Any person wishing to become a Sector member must submit an application no later than sixty (60) days prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership shall be effective upon admission of a member by the Board. Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing year, unless renewed by the Board in

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

2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit #320113 under the distinct ownership of Captain WP McCann, Inc., permit # 410186 under the distinct ownership of M&P Fishing Co., and permit # 330283 under the distinct ownership of Sea Siren Fisheries, Inc.

3. Member and Vessel Permits. state and federal permits held by Members or assigned to Members' vessels

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

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

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

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

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

President: William P McCann
Treasurer: Armando Estudante
Clerk: Pedro Cura
Directors: Richard Canastra, Raymond Canastra, William McCann,
Armando Estudante, Antonio Borges, Pedro Cura

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

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

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

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

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

7.2.1 Non-Active Members. The Members acknowledge that Active Members are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the non-

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

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

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

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

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

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

7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE, to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such terms and conditions as the Board may adopt from time to time, including but not limited to establishment of procedures to implement a Right of First Offer (the "ROFO") that is extended to Active

Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties in accordance with the terms and conditions established by the Board. Without limiting the foregoing, the Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to non-Members as it deems necessary to promote the harvest of the Sector's entire ACE allocation and ensure that the Sector's management and administrative costs can be recouped through reasonable Sector membership fees established by the Board.

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

7.5 Re-direction Of Effort. During FY 2011, NEFS **VII** vessels switched fishing efforts into the following fisheries:

- Fishery: Scallop (Gear: trawl, dredge)
- Fishery: Monkfish (Gear: trawl, gillnet)
- Fishery: Skate (winter & bait) (Gear: trawl, gillnet)
- Fishery: Fluke (Gear: trawl)
- Fishery: Dogfish (Gear: trawl, gillnet)
- Fishery: Squid(Gear: trawl)

During the first quarter of FY 2012, NEFS **VII** vessels switched effort into the following fisheries:

- Fishery: Monkfish (Gear: trawl, gillnet)
- Fishery: Scallop (Gear: trawl, dredge)
- Fishery: Fluke (Gear: trawl)

During FY 2013, NEFS **VII** anticipates that no redirection of effort will take place.

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

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

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

In FY 2012, 43% of the permits enrolled in the NEFS **VII** Sector for FY 2013 are attached to vessels actively fishing for NE Multispecies. For FY 2013, the NEFS **VII** Sector has 21 permits currently enrolled. Of those 21 permits, 9 are anticipated to actively fish for NE multispecies in FY 2013. While these numbers may change, the NEFS **VII** Sector expects that compared to FY 2012 there would be a net consolidation beyond what previously occurred among the NEFS **VII** as the share of ACE contributed by member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active fishing vessels would result in job losses for fishing crews and the associated negative impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies fishery.

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

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

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

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

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

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

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

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

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

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

manager may take any action he/she deems necessary including without limitation, self-help or court action which may include the seeking of injunctive relief.

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

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

and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for payment.

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

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

10.12 Distribution of Damages. Where a Member's breach causes one or more other Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member

receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch was less than such Member's allocation or apportionment, and the denominator of which is the sum of the aggregate amount of by which all Members' allocations or apportionments were reduced as a result of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any damages awarded to the Sector in excess of those distributed to other Members under this Section, and any damages awarded in connection with a breach which does not cause any other Member's allocation or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector operations.

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

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

12. Membership Termination. No Member may terminate its membership in the Sector other than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no

outstanding Sector performance or payment obligations may terminate its membership in the Sector, and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the foregoing, the Board may terminate the membership of a Member in breach of its payment or performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before February 28, 2013 or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such

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

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

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

In consideration of these circumstances, and in consideration for the Sector waiving its right to require each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit

its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it has received and is sufficient, the Members hereby agree as follows.

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

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

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

15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties.

16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the Manager exercising reasonable independent business judgment in good faith in reviewing and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms and conditions of this Agreement. Each Member hereby waives and releases any and all claims against the Manager arising out of or relating to Manager's performance under this Agreement, other than those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively

determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify, defend and hold the Manager harmless from and against any third party claims, damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in connection with the Manager's performance under this Agreement, other than those arising out of gross negligence or willful misconduct by the Manager.

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

Any person nominated as an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business judgment and experience and either have (a) held a federal fishing master license for at least ten (10) years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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

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

19. No Collective Marketing. The Members acknowledge that the Sector has not been formed or qualified as a collective marketing association. The Members therefore agree that nothing in this Agreement shall be construed as permitting or obligating Members to collaborate regarding the processing, marketing or sales of the product produced from catch harvested under their Harvest

Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and shall hold ex-vessel price information as confidential from other Members until such information becomes public or until such price information is six months old, unless and until the Sector is properly qualified under State and Federal law as a collective marketing association

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

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 **VII** Members:

Owner/Entity	MRI	Permit Number
Expedition Fishing Co	1231	410074
Boat Immigrante, Inc	758	151346
RJR Fisheries, Inc	550	320112
Cockeast Fisheries, Inc	1080	223692
Cockeast Fisheries, Inc	1764	150936
SAI Fisheries, Inc	1082	410323
M & P Fishing Corp	1005	410186
William Borges	2034	231511
John & Nicholas, Inc	832	330865
Lucimar, Inc	1036	410234
FV Majestic, Inc	1119	410392
FAT Fishing Corp	815	330359
Captain WP McCann. Inc	521	310433
Captain WP McCann. Inc	1697	320113
Willis E Blount Com Fishing Co	809	330351
Cura & Borges Fishing Co	748	330198
Lucinda Fishing Corp	1000	410180
Sea Siren Fisheries, Inc	778	330283
Shelby Ann	792	330313
Collin & Warren, Inc	829	330828
Seafarer Ent, Inc	871	330493
Jessie Jean Ent, Inc	1095	410344
Braga Fishing Corp	712	151250

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

Owner/Entity	Vessel Name	Documentation/ Registration Number
Cockeast Fisheries, Inc	MANDRAKE	R19831U
SAI Fisheries, Inc	ENDURANCE	657549
M & P Fishing Corp	FISHERMAN	605059
William Borges	HOLLY JEAN	914805
John & Nicholas, Inc	JOHN & NICHOLAS	1102517
Lucimar, Inc	LUCIMAR	615081
Captain WP McCann. Inc	PILGRIM	654389
Captain WP McCann. Inc	SHAMROCK	503492
Willis E Blount Com Fishing Co	RUTHIE B	610395
Cura & Borges Fishing Co	SAO PAULO	581723
Lucinda Fishing Corp	SAO MARCOS II	603986
Sea Siren Fisheries, Inc	SEA SIREN	600188
Shelby Ann	SHELBY ANN	602895
Collin & Warren, Inc	COLLIN & WARREN	1098473
Seafarer Ent, Inc	CHARLIES PRIDE	613515
Jessie Jean Ent, Inc	SEAFARER	675048

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EXHIBIT B

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

Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector.

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

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
410074	DONNY C	516305	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Scallop, Spiny Dogfish, Squid/butterfish, Summer Flounder, Surf Clam	Offshore Non Trap LMA 3			
223692	DRAKE	1197107	American Lobster Non Trap, American Lobster Trap Area 1 & 2, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish NE Mults, Red Crab, Scup, Spiny Dogfish, Skate, Summer Flounder, Tilefish	Offshore Lobster LMA 2, Stripe Bass			Mult Purpose Lic
150936	MANDRAKE	R19831U	CPH				

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
410323	ENDURANCE	657549	American Lobster Non Trap, American Lobster Trap Area 2, American Lobster Outer Cape, Atlantic Mackerel, Bluefish, herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallof - LAGC, Scallop Ltd Acess, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Dogfish, Fluke, Sea Scallop Shucking			
				Sea Urchin Dredge			
410186	FISHERMAN	605059	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
231511	HOLLY JEAN	914805	American Lobster Trap Area 2, Bluefish, Herring, Monkfish, NE Mults, Red Crab, Scup, Skate, Spiny Dogfish, Tilefish	Costal Lobster LMA 2, Dogfish, Fluke, Scup, Striped Bass			Mult Purpose Lic
151346	IMMIGRANTE	MS8178AY	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, Skate, Spiny Dogfish,	Offshore Non trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop			

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
			Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish				
330865	JOHN & NICHOLAS	1102517	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop -LAGC, Scallop, Scup, Skate, Spiny dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 2, Dogfish, Scup Sea Bass, Sea Herring,	Fluke, Blk Sea Bass	Fluke	
				Sea Scallop Shuck			
410234	LUCIMAR	615081	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, skate, Spiny dogfish, Squid/Butterfish, summer Flounder, Surf Clam, Tilefish	Offshore Lobster Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
410392	MAJESTIC	689673	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop - LAGC, Scallop, Scup, Skate, Spiny dogfish, Squid Butterfish, Summer Flounder,	Offshore Lobster, Fluke Sea Scallop Shuck			

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
			Surf Clam, Tilefish				
330359	MAYFLOWER	609985	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop			
				Shuck			
310433	PILGRIM	654389	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scup, Skate, Spiny Dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 2 & 3			
320113	SHAMROCK	503492	Atlantic Mackerel, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scup, Skate, Spiny Dogfish, Surf Clam, Tilefish	Gillnet Handlines			

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
330351	RUTHIE B	610395	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop LAGC, Scup, Skate, Spiny dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish, Atlantic Tunas	Offshore Non Trap LMA 3, Fluke, Northern Shrimp, Scup			
				Sea Bass, Sea Herring, Sea Scallop Shuck, Sea Urchin Dredge			
330198	SAO PAULO	581723	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, ocean Quahog, Red Crab, Scallop - LAGC, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish, Atlantic Tunas	Offshore Non Trap LMA 2 & 3, Fluke, Sea Bass, Scup			Fluke
				Sea Scallop Shuck			
410180	SAO MARCOS II	603986	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop-LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer	Offshore Non trap LMA 3, Dogfish, Fluke, Sea Bass, Sea Herring			

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
			Flounder, Surf Clam, Tilefish				
				Sea Scallop Shuck			
330283	SEA SIREN	600188	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop - LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Fluke, Sea Scallop Shuck			
320112	SEVEN SEAS	501873	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Red Crab, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Tilefish	Offshore Non Trap LMA 2 & 3, Fluke, Scup, Sea Scallop Shuckl	Fluke		
330313	SHELBY ANN	602895	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herringk, Loligo/Butterfish, Monkfish, NE Mults, Red Crab, Scallop-LAGC, Scup, Skate, Spiny Dogfish, Squid Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Scup			

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
330828	COLLIN & WARREN	1098473	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop -LAGC, Scallop, Scup, Skate, Spiny dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,	Fluke, Blk Sea Bass	Fluke	
330493	CHARLIES PRIDE	613515	American Lobster, Bluefish, Black Sea Bass, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			
410344	SEAFARER	675048	American Lobster, Bluefish, Black Sea Bass, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			RI 000489

Permit	F/V Name	Registration	Federal Permits	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
151250	2011 9'4" SKIFF	MS5862AX	American Lobster, Bluefish, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam				

EXHIBIT C

HARVESTING RULES

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

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

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

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

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

2. **QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors will use a PC based software for collecting data, reporting catch, landings and discards, and

reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

3. **RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 95% of the current quota held by the Sector as adjusted by ACE transfers. The remaining 5% is the minimum aggregate total of the RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE.

4. **SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members. Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore, Harvest Shares trajectories will be set to the Harvest Share. Once 85% of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector Manager to seek additional ACE through an ACE transfer with other sectors.

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

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

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

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

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

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

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

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

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

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

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

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

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- Landing State (abbreviation)
- Landing Port City
- Estimated time and Date of arrival in port
- Estimated time and date of offloading (required only for trips less than 6 hours in duration **or** if fishing within 6 hours of the offload port)

- Comments (as directed by the Sector Manager)

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

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

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

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

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

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

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

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

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

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

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

18. RESERVED FOR FUTURE USE:

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

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

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

21. <u>SECTOR SPECIFIC EXEMPTIONS</u>: As referenced in §4.0 of this Agreement all Sectors are granted the following **Universal Exemptions**.

21.1 All Groundfish DAS restrictions

21.2 Trip limits on allocated stocks

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

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

21.5 Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).

21.6 Gulf of Maine Rolling Closures, except for:

April – Blocks 124, 125, 132, 133

May – Blocks 132, 133, 138, 138,139,140

June – Blocks 139, 140, 145, 146, 147, 152

Unless authorized as a sector specific exemption.

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

21.7 120 Day Gillnet block out of the fishery

21.8 20 Day Spawning Block.

21.9 Limitation on the number of gillnets for day gillnet vessels. However, this exemption is not available for use in Block 124 and 125 in May and Blocks 132 and 133 in June.

21.10 Prohibition on a vessel's hauling another vessel's gillnet gear (Community Fixed Gear)

21.11 Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.

21.12 Limitation on the number of hooks that may be fished.

21.13 Length and horsepower restrictions of the DAS leasing program.

21.14 Prohibition on Discarding legal size unmarketable fish at sea

21.15 Prohibition of fishing both inside and outside of the CA I Hook Gear Haddock SAP on the same trip.

21.16 Trawl Gear requirements in the U.S./Canada Management Area

21.17 Requirement to maintain VMS powered while at dock.

21.18 Prohibition on a Vessel Hauling Another vessels Hook Gear

21.19 Daily catch reporting by Sector Managers for Vessels Participating in the CA I Hook Gear Haddock SAP.

21.20 Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and CA II Yellowtail Founder/Haddock SAP prior to leaving the dock.

21.21 Seasonal restrictions of the E. US/Canada Haddock SAP. Sector Vessel may fish in the area from May 1 through December 31, with any gear approved for use in the E. US/Canada Area, including the standard otter trawl.

21.22 Seasonal restrictions of the CA II Yellowtail Flounder/Haddock DAP. Sector Vessel may fish in the area from May 1 through January 31, with any gear approved for use in the E. US/Canada Area, including the standard otter trawl.

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

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

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

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

23. RESERVED FOR FUTURE USE

24. RESERVED FOR FUTURE USE

25. RESERVED FOR FUTURE USE

26. 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.

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: New Bedford	Massachusetts: Fall River, Gloucester, Provincetown, Chatham, Hyannis, Nantucket. Maine: Portland New York: Montauk Rhode Island: Point Judith

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

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

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

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

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

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

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

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EXHIBIT D

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

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Administrative Provisions Addendum:

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

SECTOR OPERATIONS PLAN AND AGREEMENT

1. Sector Name.

2. Sector Eligibility and Membership.

4. Sector Allocation and Exemptions.

5. Distribution of Sector ACE.

6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

7.1 Harvest Share Reserve.

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

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

7.3 Harvest Share Transfer.

7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it applies to Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and therefore not considered administrative under this section.

7.5 Re-direction Of Effort.

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

7.7 Consolidation and Redistribution of ACE:

8. Release of Catch Data.

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

10. Breach and Remedies for Breach.

10.1 Liquidated Damages Schedule and Schedule Amendments.

10.2 Enforcement Committee.

10.3 Liquidated Damages Base Value and Multiplier Adoption.

10.4 Liquidated Damages Calculation.

10.5 Notice to Vessel Masters; Assumption of Liability.

10.6 Liquidated Damages Security.

10.7 Manager Action in Response to Apparent Breach.

10.8 Member Appeals.

10.9 Voluntary Compliance.

10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

10.12 Distribution of Damages.

11. Joint Liability and Indemnification.

12. Membership Termination

15. Permit Transfer/Sale~~.~~

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

17. Sector Membership Fees.

20. Amendment and Incorporation by Reference.

EXHIBIT C

HARVESTING RULES

2. QUOTA MANAGEMENT:

3. RESERVE:

4. SLOWING CATCH:

7.1 INSHORE GULF OF MAINE DECLARATION

12. CATCH REPORTS:

18. RESERVED FOR FUTURE USE:

19. DATA MANAGEMENT:

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

23. RESERVED FOR FUTURE USE

24. RESERVED FOR FUTURE USE

25. RESERVED FOR FUTURE USE

27. SAFE HARBOR PROTOCOL:

28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS

29. MODIFICATION OF HARVESTING RULES

Exhibit D is administrative.

1 Explanatory Addendum is administrative

2 Informational Addendum is administrative

EXPLANATORY ADDENDUM

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

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

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

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.

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Sector Communications Contacts					Mailing Address			
Name	**Title**	**Responsibility**	**Email**	**Phone**	**Street 1**	**City**	**State**	**Zip**
Linda McCann	Manager	Day-to-Day Sector Operations	Nbsector07@comcast.net	(508)984-0900	114 MacArthur Dr	New Bedford	Ma	02740
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Linda McCann	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	Nbsector07@comcast.net	(508)984-0900	114 MacArthur Dr	New Bedford	Ma	02740
		Policy						
Linda McCann TBD	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	Nbsector07@comcast.net	(508)984-0900	114 MacArthur Dr	New Bedford	Ma	02740
Linda McCann	Manager	Sector Specific Outreach	Nbsector07@comcast.net	(508)984-0900	114 MacArthur Dr	New Bedford	Ma	02740

NEFS 7 - FY 2013/14 FEDERAL & STATE PERMIT INFORMATION

MRI	Permit	F/V Name	Registration	Federal Permits	State Permits			
					MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
1231	410074	DONNY C	516305	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Scallop, Spiny Dogfish, Squid/butterfish, Summer Flounder, Surf Clam	Offshore Non Trap LMA 3			
1080	223692	DRAKE	1197107	American Lobster Non Trap, American Lobster Trap Area 1 & 2, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish NE Mults, Red Crab, Scup, Spiny Dogfish, Skate, Summer Flounder, Tilefish	Offshore Lobster LMA 2, Stripe Bass			Mult Purpose Lic
1764	150936	MANDRAKE	R19831U	CPH				
1082	410323	ENDURANCE	657549	American Lobster Non Trap, American Lobster Trap Area 2, American Lobster Outer Cape, Atlantic Mackerel, Bluefish, herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallof - LAGC, Scallop Ltd Acess, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Dogfish, Fluke, Sea Scallop Shucking Sea Urchin Dredge			
1005	410186	FISHERMAN	605059	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
2034	231511	HOLLY JEAN	914805	American Lobster Trap Area 2, Bluefish, Herring, Monkfish, NE Mults, Red Crab, Scup, Skate, Spiny Dogfish, Tilefish	Costal Lobster LMA 2, Dogfish, Fluke, Scup, Striped Bass			Mult Purpose Lic
758	151346	IMMIGRANTE	MS8178AY	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop Shuck,			
832	330865	JOHN & NICHOLAS	1102517	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop -LAGC, Scallop, Scup, Skate, Spiny dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 2, Dogfish, Scup Sea Bass, Sea Herring, Sea Scallop Shuck	Fluke, Blk Sea Bass	Fluke	
1036	410234	LUCIMAR	615081	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop, skate, Spiny dogfish, Squid/Butterfish, summer Flounder, Surf Clam, Tilefish	Offshore Lobster Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
1119	410392	MAJESTIC	689673	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop - LAGC, Scallop, Scup, Skate, Spiny dogfish, Squid Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Lobster, Fluke Sea Scallop Shuck			
815	330359	MAYFLOWER	609985	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop Shuck			
521	310433	PILGRIM	654389	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scup, Skate, Spiny Dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 2 & 3			
1697	320113	SHAMROCK	503492	Atlantic Mackerel, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scup, Skate, Spiny Dogfish, Surf Clam, Tilefish	Gillnet Handlines			
809	330351	RUTHIE B	610395	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop LAGC, Scup, Skate, Spiny dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish, Atlantic Tunas	Offshore Non Trap LMA 3, Fluke, Northern Shrimp, Scup Sea Bass, Sea Herring, Sea Scallop Shuck, Sea Urchin Dredge			
748	330198	SAO PAULO	581723	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, ocean Quahog, Red Crab, Scallop - LAGC, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish, Atlantic Tunas	Offshore Non Trap LMA 2 & 3, Fluke, Sea Bass, Scup Sea Scallop Shuck			Fluke
1000	410180	SAO MARCOS II	603986	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop-LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 3, Dogfish, Fluke, Sea Bass, Sea Herring Sea Scallop Shuck			
778	330283	SEA SIREN	600188	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop - LAGC, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Fluke, Sea Scallop Shuck			
550	320112	SEVEN SEAS	501873	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Red Crab, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Tilefish	Offshore Non Trap LMA 2 & 3, Fluke, Scup, Sea Scallop Shuckl	Fluke		
792	330313	SHELBY ANN	602895	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herringk, Loligo/Butterfish, Monkfish, NE Mults, Red Crab, Scallop-LAGC, Scup, Skate, Spiny Dogfish, Squid Butterfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non Trap LMA 3, Scup			
829	330828	COLLIN & WARREN	1098473	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scallop -LAGC, Scallop, Scup, Skate, Spiny dogfish, Summer Flounder, Surf Clam, Tilefish	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring	Fluke, Blk Sea Bass	Fluke	
871	330493	CHARLIES PRIDE	613515	American Lobster, Bluefish, Black Sea Bass, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			
1095	410344	SEAFARER	675048	American Lobster, Bluefish, Black Sea Bass, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			RI 000489
712	151250	2011 9'4" SKIFF	MS5862AX	American Lobster, Bluefish, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies, Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackeral, Tilefish, Scallop, Squid/Butterfish, Surf Clam				

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

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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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 SAO PAULO Doc/Reg # 581723
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 VII
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. Pedro R. Cura

Owner/Entity Name:

CURA + BORGES FISHING CO.

Name of Authorized Representative (print):

PEDRO R. CURA

Title: Pres.

List all permits including those listed in 4.

Permit Number: 330198 MRI 748

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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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 DRAKE Doc/Reg # 1197107
Fishing Vessel Name MANDRAKE Doc/Reg # R198310
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 VII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. _____

Owner/Entity Name:

Cockeast Fisheries, Inc

Name of Authorized Representative (print):

Charles R Burden

Title: President

List all permits including those listed in 4.

Permit Number: 223692 MRI 1080 (DRAKE)

Permit Number: 150936 MRI 1764 (MANDRAKE)

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
FY 2013 SECTOR OPERATIONS PLAN AND 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 Pilgrim Doc/Reg # 654389
Fishing Vessel Name Shamrock Doc/Reg # 503492
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 VII
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 P. McCann

Owner/Entity Name:

CAPT WP McCann, Inc

Name of Authorized Representative (print):

William P. McCANN

Title: President

List all permits including those listed in 4.

Permit Number: 310433 MRI 521 (Pilgrim)

Permit Number: 320113 MRI 1697 (Shamrock)

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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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 LUCIMAR Doc/Reg # 615081
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 VII
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. Mario Ribeiro

Owner/Entity Name:

LUCIMAR, INC

Name of Authorized Representative (print):

MARIO RIBEIRO

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 410234 MRI 1036

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
FY 2013 SECTOR OPERATIONS PLAN AND 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 FISHERMAN Doc/Reg # 605059
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 VII
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. Pedro R Cura

Owner/Entity Name:

M+P FISHING CORP

Name of Authorized Representative (print):

Pedro R. CURA

Title: Tres

List all permits including those listed in 4.

Permit Number: 410186 MRI 1005

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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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 Collin + Warren Doc/Reg # 1098473
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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NORTHEAST FISHERY SECTOR VII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
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Signature of Authorized Representative:

x. _____

Owner/Entity Name:

Collins & Warren, Inc

Name of Authorized Representative (print):

WARREN ALEXANDER

Title: Pres

List all permits including those listed in 4.

Permit Number: 330828 MRI 829

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

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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 John & Nicholas Doc/Reg # 1102517
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.

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NORTHEAST FISHERY SECTOR VII
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Signature of Authorized Representative:

x. _____

Owner/Entity Name:

John & Nicholas, Inc

Name of Authorized Representative (print):

WARREN ALEXANDER

Title: Pres

List all permits including those listed in 4.

Permit Number: 330865 MRI 832

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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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 Donny C Doc/Reg # 516305
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 VII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. _____

Owner/Entity Name:

EXPEDITION FISHING Co.

Name of Authorized Representative (print):

JONATHAN R WRIGHT

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410074 MRI 1231

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

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Jan 20, 2017

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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 SEA SIREN Doc/Reg # 600188
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 VII
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:

Sea Siren Fisheries, Inc

Name of Authorized Representative (print):

MSD

Title: President

List all permits including those listed in 4.

Permit Number: 330283 MRI 778

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

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Jan 20, 2017

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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 MAJESTIC Doc/Reg # 689673
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 VII
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 P Smith

Owner/Entity Name:

FV MAJESTIC, INC

Name of Authorized Representative (print):

MICHAEL P SMITH

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410392 MRI 1119

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
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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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 SEVEN SEAS Doc/Reg # 501873
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 VII
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. Rodney M Avila

Owner/Entity Name:

RJR FISHERIES, INC

Name of Authorized Representative (print):

RODNEY M AVILA

Title: President

List all permits including those listed in 4.

Permit Number: 320112 MRI 550

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 IMMIGRANTE Doc/Reg # MS 8178 AY
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 VII
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:

BOAT IMMIGRANTE, INC

Name of Authorized Representative (print):

MANUEL F. CATULO

Title: Pres.

List all permits including those listed in 4.

Permit Number: 151346 MRI 758

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

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

THIS ADHERENCE AGREEMENT is entered into as of this 16 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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 Holly Jean Doc/Reg # 914805
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 VII
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 Borges

Owner/Entity Name:

William Borges

Name of Authorized Representative (print):

WILLIAM BORGES

Title: OWNER/CAPTAIN

List all permits including those listed in 4.

Permit Number: 231511 MRI 2034

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 SAO MARCOS II Doc/Reg # 603986
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 VII
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. Antonio L. São Marcos

Owner/Entity Name:

LUCINDA FISHING CORP

Name of Authorized Representative (print):

ANTONIO L. SAO MARCOS

Title: PRESIDENTE

List all permits including those listed in 4.

Permit Number: 410180 MRI 1000

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 MAYFLOWER Doc/Reg # 609985
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 VII
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:

FAT FISHING CORP

Name of Authorized Representative (print):

ANTONIO AFONSO

Title: OWNER

List all permits including those listed in 4.

Permit Number: 330359 MRI 815

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 Shelby Ann Doc/Reg # 602895
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 VII
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. Tim Hauser

Owner/Entity Name:

HARDBOTTOM Fisheries, Inc

Name of Authorized Representative (print):

TIM HAUSER

Title: President

List all permits including those listed in 4.

Permit Number: 330313 MRI 792

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lee E.R. House
My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 27 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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 FISH TAILS Doc/Reg # MS 3155 AM
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

☐ Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR VII
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:

FISH TAILS GLOUCESTER LLC

Name of Authorized Representative (print):

Timothy Stevens

Title: Member/Owner

List all permits including those listed in 4.

Permit Number: 148172 MRI 420

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

AMANDA JEAN VEGA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VE6240706
Qualified in Suffolk County
My Commission Expires May 02, 2015

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 Ruthie B Doc/Reg # 610395
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 VII
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. Willis E Blount, pres

Owner/Entity Name:

Willis E Blount Com Fishing Co.

Name of Authorized Representative (print):

WILLIS E. BLOUNT

Title: PRES.

List all permits including those listed in 4.

Permit Number: 330351 MRI 809

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

NORTHEAST FISHERY SECTOR VII
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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 ENDURANCE Doc/Reg # 657549
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 VII
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:

SAI FISHERIES, INC

Name of Authorized Representative (print):

ARMANDO ESTUDANTE

Title: Pres.

List all permits including those listed in 4.

Permit Number: 410323 MRI 1082

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

Notary Public: Joan M. Feener
Jan 20, 2017

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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of FEB 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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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 CHARLIES PRIDE Doc/Reg # 613515
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 VII
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 A Doyle

Owner/Entity Name:

SEAFARER ENT, INC

Name of Authorized Representative (print):

Michael A Doyle

Title: President

List all permits including those listed in 4.

Permit Number: 330493 MRI 871

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. House
My commission expires 09/06/14

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

3 MD THIS ADHERENCE AGREEMENT is entered into as of this 2 day of FEB, 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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII must do so in the manner specified in the Operations Plan.

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

☐ Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name SEAFARER Doc/Reg # 675048
Fishing Vessel Name _____ 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 VII
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 A Doyle

Owner/Entity Name:

JESSIE JEAN ENT, INC

Name of Authorized Representative (print):

Michael A Doyle

Title: President

List all permits including those listed in 4.

Permit Number: 410344 MRI 1095

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houze
My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 13 day of FEB, 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 VII 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 VII (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 VII has adopted February 28, 2013 as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VII 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)
CPH
Fishing Vessel Name 20119'4" Skiff Doc/Reg # MS5862AX
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 VII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

Owner/Entity Name:

Braga Fishing Corp

Name of Authorized Representative (print):

ANTONIO U CANCIRA

Title: OWNER

List all permits including those listed in 4.

Permit Number: 151250 MRI 712

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Joan M. Feener 1-20-2017

JOAN M. FEENER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Jan. 20,2017

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:54 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: SHAMROCK
Northeast Federal Fishery Permit: 320113
US Coast Guard Doc #/State Registration # : 503492
Primary Owner|Corporation Name: CAPT W P MCCANN INC
Address:
20 OAK STREET
WAREHAM, MA 02571
Phone: (508) 291-4248

Hailing Port: BOSTON, MA.
Principal Port: FAIRHAVEN, MA.

Sector: NEFS 7

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	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	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	10-APR-13	28-FEB-14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 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	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 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, 4:55 pm

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Most Recent Vessel Data

Vessel: SEA SIREN
Northeast Federal Fishery Permit: 330283
US Coast Guard Doc #/State Registration # : 600188
Primary Owner|Corporation Name: SEA SIREN FISHERIES INC
Address:
114 MACARTHUR DRIVE
NEW BEDFORD, MA 02740-7216
Phone: (508) 993-0235

Hailing Port: NEW BEDFORD, MA.
Principal Port: NEW BEDFORD, MA.

Sector: NEFS 7

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	LGC	A	SCALLOP - LAGC - IFQ - 2013	05-MAR-13	28-FEB-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	05-MAR-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

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:55 pm

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Most Recent Vessel Data

Vessel: FISHERMAN
Northeast Federal Fishery Permit: 410186
US Coast Guard Doc #/State Registration # : 605059
Primary Owner|Corporation Name: M & P FISHING CORP
Address:
114 MACARTHUR DRIVE
NEW BEDFORD, MA 02740-7216
Phone: (508) 994-4264

Hailing Port: NEW BEDFORD, MA.
Principal Port: NEW BEDFORD, MA.

Sector: NEFS 7

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	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01-MAR-13	28-FEB-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	01-MAR-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 NORTHEAST FISHERY SECTOR VII OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE DECEMBER 23, 2013

EFFECTIVE DECEMBER 31, 2013, FOR THE 2013 FISHING YEAR

Exhibit C, 21: Sector Specific Exemptions

This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area. Trawl vessels would be restricted to selective trawl gear, including the separator trawl, the Ruhle trawl, the mini-Ruhle trawl, rope trawl, and any other gear authorized by the Council in a management action. Flounder nets are prohibited. Hook vessels are permitted in this area. Gillnet vessels are restricted to fishing 10-inch (25.4-cm) diamond mesh or larger. Gillnet vessels are required to use pingers when fishing in the Western Exemption Area from December 1 – May 31, because this area lies within the existing Southern New England Management Area of the Harbor Porpoise Take Reduction Plan.

Western Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
A	40°50'N	70°20'W
B	40°50'N	70°00'W
C	40°20'N	70°00'W
D	40°20'N	70°20'W
A	40°50'N	70°20'W

Eastern Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
A	40°50'N	69°30'W
B	40°50'N	69°00'W
C	40°20'N	69°00'W
D	40°20'N	69°30'W
A	40°50'N	69°30'W

This measure allows sector vessels to obtain greater access to portions of the year-round closed areas. Access to portions of Nantucket Lightship Closed Area allows sector vessels additional opportunities to target monkfish, dogfish, and skates.

Vessels using this exemption must indicate their intent prior to departure by writing “N4” in the “Comments” section on the Trip Start Hail. Trip Start Hails must be submitted prior to departure. Any additional trip declaration or reporting requirements that NMFS elects to include during the duration of the fishing year will be followed by the sector.