

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered
3 into as of March 6, 2014 (the "Effective Date"), by and among VII Northeast Fishery Sector, Inc. ("NEFS
4 VII") and each of the Sector members identified on the attached **Exhibit A**.

5 **Recitals**

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

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

14 **Agreement**

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

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

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

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

6 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in
8 the sector. This criterion has been fulfilled with permit # 320113 under the distinct ownership of
9 Captain WP McCann Inc., permit # 410486 under the distinct ownership of M & P Fishing Co., and permit
10 # #410323 under the distinct ownership of Sai Fisheries, Inc.

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

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

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

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

3 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to
4 act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters
5 (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf
6 of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered
7 Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The
8 Manager and the Registered Agent may be the same person. The Manager shall be responsible for
9 preparing and filing all reports required of the Sector under Amendment 16 and the related
10 implementing regulations. Linda McCann will serve as the registered agent for receiving service of
11 process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2014 who will be acting as
12 their Manager for FY 2014-2015.

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

18 President: William P. McCann
19 Treasurer: Armando Estudante
20 Clerk: Pedro Cura
21 Directors: Richard Canastra, Raymond Canastra, William P. McCann,
22 Antonio Borges, Pedro Cura,
23

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

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

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

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

18 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or
19 before March 6, 2014 (the "Notification Date"), and on or before any succeeding Notification Dates
20 established by the Board for FY 2014 and thereafter of their intention to harvest Sector ACE ("**Active**
21 **Members**") may harvest Sector ACE. Each Member's notice that such Member intends to harvest
22 Sector ACE shall identify the vessels which will be used for such harvest. **Non-Active Members** shall not
23 harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member** shall
24 harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active Member's**
25 Harvest Share shall be subject to all NMFS and other management regulations generally applicable to
26 the Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on
27 a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be
28 harvested in any season or area than the percentage of the related Sector ACE allocation permitted to
29 be harvested in such season or area. The Manager may impose and enforce additional restrictions on
30 each **Active Member's** harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

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

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

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

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

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

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

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

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

18 7.5 Re-direction Of Effort. During FY 2012, NEFS VII vessels switched fishing efforts into
19 the following fisheries:

- 20 • Fishery: Scallop (Gear: trawl, dredge)
- 21 • Fishery: Monkfish (Gear: trawl, gillnet)
- 22 • Fishery: Skate(winter & bait) (Gear: trawl, gillnet)
- 23 • Fishery: Fluke (Gear: trawl)
- 24 • Fishery: Dogfish (Gear: trawl, gillnet)

25
26 During the first quarter of FY 2013, NEFS VII vessels switched effort into the following fisheries:

- 27
- 28 • Fishery: Scallop (Gear: trawl, dredge)
- 29 • Fishery: Monkfish (Gear: trawl, gillnet)
- 30 • Fishery: Fluke (Gear: trawl)
- 31

32 During FY 2014, NEFS VII anticipates that a similar redirection of effort to the fisheries listed above, or

33
34 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

35 NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE, regardless

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

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

11 In FY 2013, 34% of the permits enrolled in the NEFS VII for FY 2014 are attached to
12 vessels actively fishing for NE multispecies. For FY 2014, the NEFS VII sector 22 permits currently
13 enrolled. Of those permits 10 are anticipated to actively fish for NE multispecies in FY 2014. While these
14 numbers may change, the NEFS VII expects that, compared to FY 2013, there would be a net
15 consolidation beyond what previously occurred among the NEFS VII as the share of ACE contributed by
16 member permits is fished by fewer active vessels than in FY 2013. It can be anticipated that fewer active
17 fishing vessels would result in job losses for fishing crews and the associated negative impacts could
18 spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in
19 the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies
20 fishery.

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

1 history data, at-sea monitoring data, VMS information, and all other information associated with the
2 vessel, MRI #, and/or permit records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
10 Member that is eligible to terminate such Member's Sector membership may do so only by providing
11 written notice to that effect to all other Members on or before April 15, 2014 MEMBERS CAN
12 WITHDRAW FROM SECTOR or such date as the Board may from time to time establish for that purpose
13 (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date
14 shall be deemed to have automatically renewed its Sector membership for the following year, and all
15 other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides
16 a membership termination notice by the Termination Date, each of the other Members shall have ten
17 (10) days from the date they receive such notice to terminate their membership as well,
18 notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall
19 be effective as of the final day of the current fishing year.

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

28 Termination of membership shall not relieve a person or entity of any obligations under this Agreement
29 related to the period during which such person or entity was a Member, including but not limited to
30 liquidated damages obligations for breach of this Agreement, consequential damages obligations for

1 breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations
2 related to such person or entity's actions as a Member.

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

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

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

1 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting
2 its ACE would be consequential and irreparable.

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

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

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

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

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

1 accordance with this Section 15 (a “Transferee”) shall only be eligible to participate in the Sector for the
2 balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector
3 Member if such Transferee applies for and is admitted to Sector membership in accordance with Section
4 2, above.

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

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

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

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

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

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

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

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

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

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

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

16

1 **EXHIBIT A**

2 **Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

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

Sector	Owner/Entity	MRI	Permit Number	Vessel Name	Documentation/ Registration Number
7	Expedition Fishing Co	1231	410074	DONNY C	516305
7	Boat Immigrante, Inc	758	151346	2011 SKIFF IMIGRANTE	MS8178AY
7	RJR Fisheries, Inc	550	320112	SEVEN SEAS	501873
7	Cockeast Fisheries, Inc	1080		CPH	
7	Cockeast Fisheries, Inc	1764	150936	MANDRAKE	R19831U
7	SAI Fisheries, Inc	1082	410323	ENDURANCE	657549
7	M & P Fishing Corp	1005	410186	FISHERMAN	605059
7	William Borges	2034	231511	HOLLY JEAN	914805
7	John & Nicholas, Inc	832	330865	JOHN & NICHOLAS	1102517
7	Lucimar, Inc	1036	410234	LUCIMAR	615081
7	FV Majestic, Inc	1119	410392	MAJESTIC	689673
7	FAT Fishing Corp	815		CPH	
7	Captain WP McCann. Inc	521	310433	PILGRIM	654389
7	Captain WP McCann. Inc	1697	320113	SHAMROCK	503492
7	Willis E Blount Com Fishing Co	809	330351	RUTHIE B	610395
7	Cura & Borges Fishing Co	748	330198	SAO PAULO	581723
7	Lucinda Fishing Corp	1000	410180	SAO MARCOS II	603986
7	Sea Siren Fisheries, Inc	778	330283	SEA SIREN	600188
7	Shelby Ann	792	330313	SHELBY ANN	602895
7	Collin & Warren, Inc	829	330828	CPH	1098473
7	Seafarer Ent, Inc	871	330493	CHARLIES PRIDE	613515
7	Jessie Jean Ent, Inc	1095	410344	SEAFARER	675048
7	Braga Fishing Corp	712		CPH	MS5862AX

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

Owner/Entity	MRI	Permit Number	Vessel Name	Documentation/Registration Number
M & P Fishing Corp	1005	410186	FISHERMAN	605059
William Borges	2034	231511	HOLLY JEAN	914805
Captain WP McCann. Inc	521	310433	PILGRIM	654389
Captain WP McCann. Inc	1697	320113	SHAMROCK	503492
Willis E Blount Com Fishing Co	809	330351	RUTHIE B	610395
Cura & Borges Fishing Co	748	330198	SAO PAULO	581723
Lucinda Fishing Corp	1000	410180	SAO MARCOS II	603986
Shelby Ann	792	330313	SHELBY ANN	602895

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EXHIBIT B

Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2014 (May 1, 2014 to April 30, 2015)

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

To be provided with March 6, 2014 Roster Submission

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

Permit	F/V Name	Registration	Federal Permits
410074	DONNY C	516305	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, NE Mults, Ocean Quahog, Scallop, Spiny Dogfish, Squid/butterfish, Summer Flounder, Surf Clam
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
150936	MANDRAKE	R19831U	CPH
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, Scallop - LAGC, Scallop Ltd Access, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Surf Clam, Tilefish
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
231511	HOLLY JEAN	914805	American Lobster Trap Area 2, Bluefish, Herring, Monkfish, NE Mults, Red Crab, Scup, Skate, Spiny

Permit	F/V Name	Registration	Federal Permits
			Dogfish, Tilefish
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
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
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
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
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
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
320113	SHAMROCK	503492	American Lobster Non Trap, Atlantic Mackerel, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Ocean Quahog, Red Crab, Scup, Skate, Spiny Dogfish, Surf Clam, Tilefish
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,

Permit	F/V Name	Registration	Federal Permits
			Summer Flounder, Surf Clam, Tilefish, Atlantic Tunas
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
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
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
330313	SHELBY ANN	602895	American Lobster Non Trap, Atlantic Mackerel, Black Sea Bass, Bluefish, Herring, Loligo/Butterfish, Monkfish, NE Mults, Red Crab, Scallop-LAGC, Scup, Skate, Spiny Dogfish, Squid Butterfish, Summer Flounder, Surf Clam, Tilefish
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
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 Mackerel, Tilefish, Scallop, Squid/Butterfish, Surf Clam
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 Mackerel, Tilefish, Scallop, Squid/Butterfish, Surf Clam
151250	2011 9'4"	MS5862AX	American Lobster, Bluefish, Spiny Dog fish, Summer Flounder, Herring, Monkfish, NE Multispecies,

Permit	F/V Name	Registration	Federal Permits
	SKIFF		Red Crab, Scup, Skate, Loligo/Butterfish, Atlantic Mackerel, Tilefish, Scallop, Squid/Butterfish, Surf Clam

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

Permit	F/V Name	Registration	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
41007 4	DONNY C	516305	Offshore Non Trap LMA 3			
22369 2	DRAKE	1197107	Offshore Lobster LMA 2, Stripe Bass			Mult Purpose Lic
15093 6	MANDRAKE	R19831U				
41032 3	ENDURANCE	657549	Offshore Non Trap LMA 3, Dogfish, Fluke, Sea Scallop Shucking Sea Urchin Dredge			
41018 6	FISHERMAN	605059	Offshore Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
23151 1	HOLLY JEAN	914805	Costal Lobster LMA 2, Dogfish, Fluke, Scup, Striped Bass			Mult Purpose Lic

Permit	F/V Name	Registration	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
15134 6	IMMIGRANTE	MS8178A Y	Offshore Non trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop Shuck,			
33086 5	JOHN & NICHOLAS	1102517	Offshore Non trap LMA 2, Dogfish, Scup Sea Bass, Sea Herring, Sea Scallop Shuck	Fluke, Blk Sea Bass	Fluke	
41023 4	LUCIMAR	615081	Offshore Lobster Non Trap LMA 2 & 3, Fluke, Sea Scallop Shuck			
41039 2	MAJESTIC	689673	Offshore Lobster, Fluke Sea Scallop Shuck			
33035 9	MAYFLOWER	609985	Offshore Non Trap LMA 3, Fluke, Scup, Sea Bass, Sea Scallop Shuck			
31043 3	PILGRIM	654389	Offshore Non Trap LMA 2 & 3			
32011 3	SHAMROCK	503492	Offshore Non Trap LMA 1, 2 & 3 Gillnet Handlines			
33035 1	RUTHIE B	610395	Offshore Non Trap LMA 3, Fluke, Northern Shrimp, Scup Sea Bass, Sea Herring, Sea Scallop Shuck, Sea Urchin Dredge			
33019 8	SAO PAULO	581723	Offshore Non Trap LMA 2 & 3, Fluke, Sea Bass, Scup Sea Scallop Shuck			Fluke

Permit	F/V Name	Registration	MASSACHUSETTS	VIRGINIA	N CAROLINA	RHODE ISLAND
410180	SAO MARCOS II	603986	Offshore Non trap LMA 3, Dogfish, Fluke, Sea Bass, Sea Herring Sea Scallop Shuckl			
320112	SEVEN SEAS	501873	Offshore Non Trap LMA 2 & 3, Fluke, Scup, Sea Scallop Shuckl	Fluke		
330313	SHELBY ANN	602895	Offshore Non Trap LMA 3, Scup			
330828	COLLIN & WARREN	1098473	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,	Fluke, Blk Sea Bass	Fluke	
330493	CHARLIES PRIDE	613515	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			
410344	SEAFARER	675048	Offshore Non trap LMA 2 & 3, Dogfish, Scup Sea Bass, Sea Herring,			RI 000489
151250	2011 9'4" SKIFF	MS5862A X				

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

4 *The Members and the Participating Vessels of VII **Northeast Fishery Sector, Inc.** agree to be legally*
5 *bound to follow the Harvesting Rules for the Fishing Year 2014 as described herein, in accordance with*
6 *all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding*
7 *those rules and regulations applicable to the common pool Multispecies vessels. Members and the*
8 *Participating Vessels of NEFS VII will fish in primarily in the Inshore Georges Bank, Offshore Georges*
9 *Bank, Southern New England/Mid Atlantic (SNE/MA), though fishing may also occur to a lesser extent in*
10 *Gulf of Maine.*

11 *Vessels participating in VII Northeast Fishery Sector, Inc, may haul another vessel's groundfish trap gear,*
12 *provided that each vessel adheres to the gear marking requirements specified at §648.84(a). Gear must*
13 *be tagged by each vessel that intends to haul the gear.*

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

Stock	Sector ACE:
GB Cod	
GB Cod East	15221
GB Cod West	166710
GOM Cod	7131
GB Haddock	
GB Haddock East	1018169
GB Haddock West	729430
GOM Haddock	2275
GB Yellowtail Flounder	56547
SNE/MA Yellowtail Flounder	51079
CC/GOM Yellowtail Flounder	24777
Plaice	107496
Witch Flounder	43565
GB Winter Flounder	968062
GOM Winter Flounder	11831
SNE/MA Winter Flounder	137488
Redfish	136410
White Hake	77493
Pollock	206914

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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 90 % 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

1 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for
2 example, when fishing under a monkfish DAS.
3

- 4 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
5 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing
6 regulations.

7 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its
8 Manager with a greater understanding of the fishing patterns conducted by their
9 members, the following reporting requirements have been crafted and adopted by the
10 Sector in collaboration with all Northeast Groundfish Sectors in the region. These
11 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
12 The implementation of the following requirements is conditioned on the adoption by all
13 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision
14 is not adopted by all Northeast Groundfish Sectors the specifications below will not be
15 implemented by this Sector.

16 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1
17 West of 70:15 to the shoreline north to the Maine Coast and South to Cape
18 Cod would be defined as **Inshore GOM**.

19 **7.1.2 When an Observer/Monitor is onboard.** The Sector Vessel may declare and
20 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the
21 Inshore GOM defined in this section.

22 **7.1.3 When an Observer/Monitor is NOT onboard.**

- 23 a. If the Sector Vessel intends to fish West of the 70:15 in the area
24 described in Section 7.1.1 of these Harvesting Rules as the Inshore
25 GOM, at any time during a trip, the vessel must declare BSA 1 only and
26 the Sector Vessel may not conduct any fishing activity outside of the
27 area defined as BSA 1 for the entire trip.
28 b. If the vessel declares more than one Broad Stock Area on a trip, the
29 vessel is prohibited from conducting fishing activity West of the 70:15 in
30 the area described in Section 7.1.1 of these Harvesting Rules as the
31 Inshore GOM.
32 c. If the Member declares more than one BSA on the trip, the Member is
33 prohibited from conducting fishing activity West of the 70:15 in the area
34 described above as the Inshore GOM and the Member must indicate
35 acknowledgement of this restriction by transmitting a Trip Start Hail,
36 through their VMS unit or third party software, and check the “b.
37 Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the
38 Trip Start Hail.

39
40
41 **7.1.4** VII, Northeast Fishery Sector Board of Directors reserves the right to remove
42 and/or modify this Inshore GOM Declaration provision at any time during the
43 2014-2015 Fishing Year.
44
45

1 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or
2 Agency.

3 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip
4 Start and Trip End) electronically via the email messaging component of their VMS units.
5 All data necessary to the requirements will be sent in compressed formats to minimize
6 characters and maximize message capacity directly to the **Sector's Server** which will
7 collect, store, convert and relay all data elements necessary to meet various requirements.
8 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon
9 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a
10 backup system, including but not limited to, direct cell phone or radio transmission
11 between the vessel and NMFS OR a relay through the Sector Manager.

12 **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will
13 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector
14 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The
15 Trip Start Hail ("TSH") must include:

- 16 • Vessel permit number
- 17 • Vessel Trip Report (VTR) serial number
- 18 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 19 • Landing State (abbreviation)
- 20 • Landing Port City
- 21 • Estimated time and Date of arrival in port
- 22 • Estimated time and date of offloading (required only for trips less than 6
23 hours in duration **or** if fishing within 6 hours of the offload port)
- 24 • Comments (as directed by the Sector Manager)

25
26 **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
27 trips less than six hours in length or occurring within six hours of port, the estimated time
28 of arrival to port, offload location and estimated offload time will be provided in the Trip
29 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with
30 required updated information. An alternative timing for the TEH may be implemented
31 during FY 2014 if agreed upon by the Sector, and NMFS.

32 **8.4 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
33 trips less than six hours in length or occurring within six hours of port, the estimated time
34 of arrival to port, offload location and estimated offload time will be provided in the Trip
35 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with
36 required updated information. An alternative timing for the TEH may be implemented
37 during FY 2014 if agreed upon by the Sector, and NMFS.

38 **8.5 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of
39 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.
40 For shorter trips, the trip-end hail reports must be submitted within sufficient in
41 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end
42 hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring
43 provider, and NMFS. The trip end hail must include the following:

- 44 • Vessel permit number
- 45 • Vessel Trip Report (VTR) serial number

- 1 • First landing state (abbreviation)
- 2 • First landing port city
- 3 • Dealer/Offload Location
- 4 • Estimated time and date of arrival
- 5 • Estimated time and date of offload
- 6 • Second offload state (abbreviation)
- 7 • Second offload port city
- 8 • Total groundfish kept in pounds
- 9 • Total non-groundfish kept in pounds
- 10 • Comments (as directed by the Sector Manager)

11
12 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
13 will complete a catch report each time the vessel changes areas.

14
15 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
16 one US/CA area or more than one of the four stock areas will complete a catch report each time the
17 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
18 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
19 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
20 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

21
22 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

23
24 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
25 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
26 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
27 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
28 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
29 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
30 unable to submit his catch records electronically, the Member, will have no more than twenty-four
31 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

32
33 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
34 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
35 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
36 required by NERO. Sector Members will execute all documents necessary to meet legal
37 requirements for the purpose of facilitating e-VTR service.

38
39 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
40 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector
41 will submit required reports, using the format and procedures prescribed by NMFS. The reports
42 required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and*

1 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
2 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
3 week, regardless of completeness of the data. The information includes stock, gear, mesh
4 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
5 provides information about the sector trips for a given week that have enforcement or other issues.
6 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting
7 compliance issues, violations of the Sectors operations plan and regulation, and general problems
8 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is
9 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status
10 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event
11 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*
12 *Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations
13 on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the
14 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until
15 the current reporting week and are adjusted retroactively as data becomes available or issues
16 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which
17 should be used to report all data quality issues to the appropriate people for research and
18 correction process.

19
20 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for
21 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the
22 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify
23 NMFS immediately by email if the threshold that triggers daily reporting has been
24 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,
25 a daily ACE Status Report must be submitted only on a day when a member vessel lands,
26 or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
27 threshold.

28
29 An alternative threshold for triggering daily reporting may be implemented during FY 2014
30 if agreed upon by the sector and NMFS.

31
32 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include
33 any enforcement or reporting compliance issues, including violations of Operations Plan
34 (excluding those sections identified as administrative provisions in this document);
35 violations of regulations, or general problems with monitoring or sectors operations in
36 their *Trip Issue Report* which is submitted to NMFS weekly.

37
38 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
39 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,
40 including harvest levels of all species by sector vessels (landings and discards by gear types);
41 enforcement actions; and any other relevant information required to evaluate the performance of
42 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for
43 regulated groundfish and their permit numbers (when such disclosure does not violate protection of
44 confidentiality); number of vessels that fished for other species; method used to estimate discards;
45 landing port used by sector vessels while landing groundfish; and any other additional information

1 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit
2 required reports using the format and procedures prescribed by NMFS.

3
4 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
5 logbook area information to calculate stock attribution ratios for all applicable species.

6
7 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
8 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
9 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
10 based on data collected during that trip and will account for all hauls (observed and unobserved) on
11 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate
12 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data
13 from research trips or sector trips using certain exemptions.

14
15 **18. RESERVED FOR FUTURE USE:**

16
17 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
18 messaging component of their VMS units. All data necessary for sector ACE management, including
19 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
20 formats to minimize characters and maximize message capacity. Notwithstanding reporting
21 requirements that cannot be altered by a sectors operations plan, the Sector's server will be
22 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
23 requirements in the formats required by the recipients

24
25 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,
26 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database
27 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will
28 provide the Sector with data from NEFOP and the ASM program.

29
30
31 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
32 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the
33 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in
34 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

35
36 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
37 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.

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

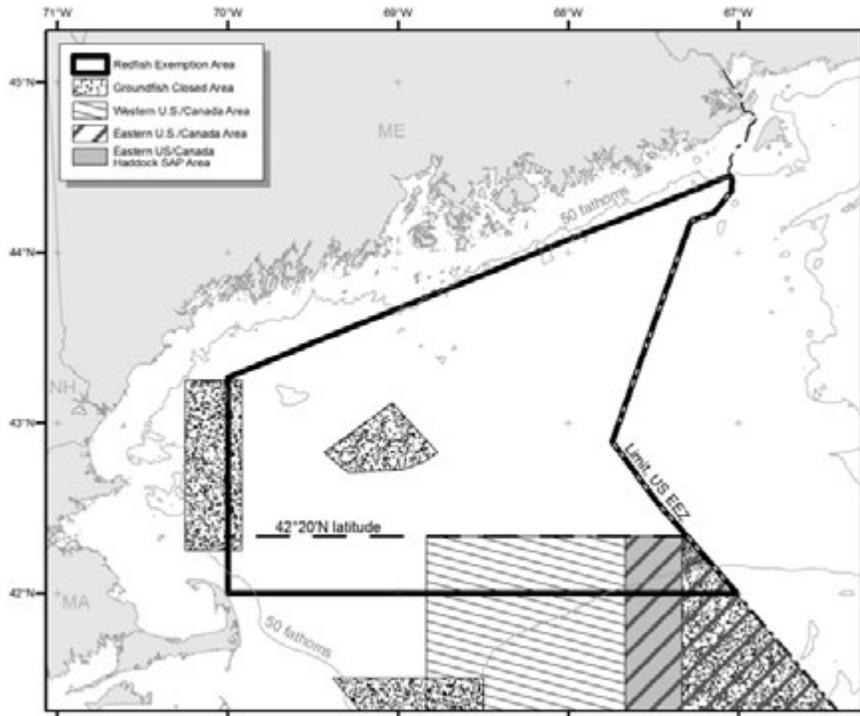
41 **21.1** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,
42 ocean pout and Atlantic wolffish.

- 1 **21.2** All Groundfish DAS restrictions NE multispecies days-at-sea (DAS) restrictions other than
2 those required to comply with the monkfish and skate fisheries, as specified in §§
3 648.92 and 648.322;
- 4 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 5 **21.4** Gulf of Maine Rolling Closures, except for:
6 April – Blocks 124, 125, 132, 133
7 May – Blocks 132, 133, 138, 138,139,140
8 June – Blocks 139, 140, 145, 146, 147, 152
9 Unless authorized as a sector specific exemption.
- 10 **21.5** The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i)
11 when using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area
12 (RMA), provided the vessel uses a codend with at least 6” minimum mesh size.
- 13 **21.6** Additional mortality controls adopted by Amendment 16, including additional seasonal
14 or year-round closures, gear requirements, DAS reductions, differential DAS counting,
15 and/or restricted gear areas.

16
17 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
18 this Agreement, **Members agree to abide by the following obligations as specified and**
19 **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**

- 20
21 **21.7** 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
22 **21.8** 20 Day Spawning Block:
23 **21.9** Limitation on the Number of Gillnets for Day Gillnet Vessels:
24 **21.10** Prohibition on a Vessel Hauling Another Vessel’s Gillnet Gear:
25 **21.11** Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a
26 Groundfish/Monkfish DAS:
27 **21.12** Length and horsepower restrictions of the DAS leasing program.
28 **21.13** Prohibition on discarding legal size unmarketable fish at sea.
29 **21.14** Trawl Gear requirements in the U.S./Canada Management Area
30 **21.15** Requirement to maintain VMS powered while at dock. Vessel acknowledges that this
31 exemption only applies to NE Multispecies requirements. A vessel with other permits
32 requiring constant reporting **may not** use this exemption
33 **21.16** The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i)
34 when using a codend with at least 6” minimum mesh size on Directed Redfish Trips.

35 This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish
36 Exemption Area, described below, using nets with codend mesh as small as 6.0 inches on any
37 approved trawl gear.



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The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and bounded on the north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.	Note
A	44°27.25'	67°02.75'	
B	44°16.25'	67°30.00'	
C	44°04.50'	68°00.00'	
D	43°52.25'	68°30.00'	
E	43°40.25'	69°00.00'	
F	43°28.25'	69°30.00'	
G	43°16.00'	70°00.00'	
H	42°00.00'	70°00.00'	
I	42°00.00'	(67°00.63')	(1)

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¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in parentheses.

Prior to leaving the dock, any vessel that intends to use the redfish exemption on a trip must declare so through the VMS trip start hail by checking the box next to “Redfish Trip” under sector exemptions. For all trips that declare this exemption (including those that do not use the exemption), NMFS will monitor two monthly catch thresholds:

- 1) For every trip that declares the exemption, at least 80-percent of the total groundfish landed must be Acadian redbfish; and
- 2) For observed trips that declare the exemption, total groundfish discards (including redbfish), may not exceed 5 percent.

- 21.17** Seasonal restrictions of the E. US/Canada Haddock SAP.
- 21.18** Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.
- 21.19** Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock
- 21.19.1** Exemption from the Nantucket Lightship

This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.

A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A trawl vessel fishing in the Eastern Exemption Area is restricted to approved selective trawl gear, including the separator trawl, the Ruhle trawl, or the rope trawl. Flounder nets are prohibited in the Eastern Exemption Area. A hook vessel is permitted in both areas. A gillnet vessel is restricted to fishing 10-inch (25.4-cm), or larger, diamond mesh in both areas. A gillnet vessel must 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.

The Western and Eastern Nantucket Lightship Closed Areas are defined by lines connecting the points listed below in the order stated.

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

Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed Areas must declare a closed area trip through the VMS trip start hail by checking the box next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted prior to departure. The sector must follow any additional trip declaration or reporting requirements that NMFS

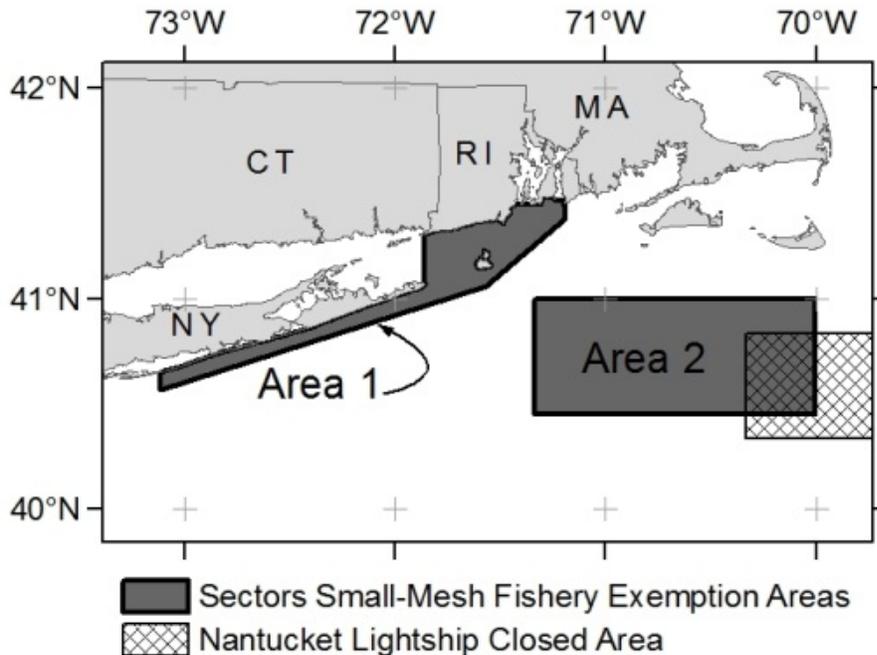
1 implements during the fishing year.

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Novel Exemption Requests for FY 2014-2015

21.20 Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

The exemption applies to sector trips only, and is intended to allow a vessel to catch some small-mesh species, after targeting groundfish. A vessel could land whiting, longfin squid, mackerel, herring and other small-mesh species, provided the vessel still meets the requirements of those fisheries. Because of the requirements in other fisheries, a vessel may not be able to target groundfish and catch more than incidental amounts of small-mesh species. A sector vessel must fish with regulated mesh size nets during the first part of the trip, but may switch to modified small mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2, described below.



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Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates connected in the order listed by straight lines, except where otherwise noted:

Point	N. Latitude	W. Longitude	Note
A	40°39.2'	73°07.0'	
B	40°34.0'	73°07.0'	
C	41°03.5'	71°34.0'	
D	41°23.0'	71°11.5'	
E	41°27.6'	71°11.5'	(1)

F	41°18.3'	71°51.5'	
G	41°04.3'	71°51.5'	(2)
A	40°39.2'	73°07.0'	

¹ From POINT E to POINT F along the southernmost coastline of Rhode Island and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

²From POINT G back to POINT A along the southernmost coastline of Long Island, NY and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the order listed by straight lines, but excludes the area within the Nantucket Lightship Closed Area:

Point	N. Latitude	W. Longitude
H	41°00.0'N	71°20.0'W
I	41°00.0'N	70°00.0'W
J	40°27.0'N	70°00.0'W
K	40°27.0'N	71°20.0'W
H	41°00.0'N	71°20.0'W

The modified small mesh gear must contain either:

- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

In order to use this exemption, a vessel must do the following:

- 1) Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip start hail by checking the box next to “Other Exemption (when directed by NMFS)” under sector exemptions.
- 2) A vessel declaring this exemption must stow its small mesh gear when using large-mesh gear during the first portion of the trip.
- 3) Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with all catch on board. The vessel is prohibited from redeploying its large-mesh gear to target groundfish following submission of the VMS catch report.
- 4) Following submission of the catch report, the vessel may deploy its modified small mesh gear in the areas described above. All other applicable small-mesh regulations apply to this portion of the trip.
- 5) The vessel must submit comply with the remaining requirements of a sector trip, including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.

1 A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the
2 regulated mesh and small mesh portions of the trip.
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6 **23. NMFS AT SEA MONITORING PROGRAM:** NEFS VII will participate in the Northeast Fisheries
7 Observer Program (NEFOP) and the NMFS-funded at-sea monitoring (ASM) program. Any additional
8 ASM coverage beyond the NMFS-funded level will be provided pursuant to an independent contract
9 between the Sector and a NMFS approved provider. This additional ASM coverage will have vessel
10 and trip selection coordinated through NMFS, will be conducted in the same manner with the same
11 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors, unless
12 otherwise instructed. Also, this additional coverage will not be allowed to replace or interfere with
13 either the coverage of NEFOP or the NMFS-funded ASM program. The Sector manager will maintain
14 a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data.
15 NMFS will provide the Sector with data from NEFOP and ASM program.

16 **23.1 ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea
17 Monitoring Program in the event that Electronic Monitoring (EM) is approved by the
18 Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon
19 approval by the Agency and subsequently the Sectors Board of Directors, EM may be
20 adopted by some or all Sector Vessels in accordance with EM standards.

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

22
23 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized
24 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same
25 locations.
26

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
28 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for
29 variance from the landing ports listed. If for reasons beyond a vessel operators control such as
30 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
31 danger of sinking, crew injury or life threatening illness and any other emergency situations that

1 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the
2 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
3 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe
4 harbor within 6 hours of this entering the port.

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

9 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
10 (between members) within the guidelines and procedures contained in the FMP and as
11 amended by Amendment 16. The Sector would accept any future relief in the length and
12 horsepower constraints of the program that may be authorized by the RA in the future.

13 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
14 (DAS) outside of the Sector are authorized under this provision to do so, only with
15 Members of other Sectors whom are similarly exempt. Members acknowledge that such
16 DAS leasing would not be exempted from existing length and horsepower constraints as
17 currently contained in applicable regulations.

18 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
19 requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by
20 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission
21 and submission of required VTR reports have been authorized by the Regional
22 Administrator using a phased implementation process. The Sector and its Members may
23 utilize e-VTR in accordance with the phased implementation process.

24 **28.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
25 Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS
26 communication has stated that if an exemption is approved for one Sector, all other
27 authorized Sectors can be similarly approved for that specific exemption based on the
28 terms and conditions of the originally requesting sector. In light of this understanding,
29 NEFS VII will request authorization for such exemptions it deems beneficial for its
30 operations, prior to the publication of the final authorizing rule.

31 **29. MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector
32 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional
33 requirements or restrictions on the internal reporting requirements or fishing activities of all
34 members in order to ensure effective utilization and management of the Sector’s ACE. These
35 modifications may include, but are not limited to, additional notification of planned fishing activity
36 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on
37 locations where fishing may occur during specific times of the year or with specific gear. When such
38 modifications are implemented, all Members will be notified in writing.
39

1

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and
26 therefore not considered administrative under this section.

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

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

7 EXHIBIT C

8 HARVESTING RULES

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

- 1 Explanatory Addendum is administrative
- 2 Informational Addendum is administrative

EXPLANATORY ADDENDUM

1

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

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

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

1

INFORMATIONAL ADDENDUM

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

4

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Linda McCann	Sector Manager	Day-to-Day Sector Operations	Nbsector07@comcast.net	508-984-0900	114 MacArthur Dr	New Bedford	Ma	02740
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Linda McCann	Sector Manager	Reporting i.e. vessel reporting requirements involving sector trips	Nbsector07@comcast.net	508-984-0900	114 MacArthur Dr	New Bedford	Ma	02740
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue						
Linda McCann & Elizabeth Etrie	Sector Manager, Program Director NESSN	Sector Specific Research & Outreach						

5

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2011 Skiff Imigrante Doc/Reg # MS 8178AY

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 2014-2015 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 Imigrante, Inc

Name of Authorized Representative (print):

MANUEL F. CATULO

Title: OWNER

List all permits including those listed in 4.

Permit Number: 151346 MRI 758

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Ray M Avila*

Owner/Entity Name:

RJR FISHERIES, Inc

Name of Authorized Representative (print):

Ray M Avila

Title: *President*

List all permits including those listed in 4.

Permit Number: 320112 MRI 550

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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	<u>DRAKE</u>	Doc/Reg #	<u>1197107</u>
Fishing Vessel Name	<u>MANDRAKE</u>	Doc/Reg #	<u>R19831U</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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:

COCKEAST FISHERIES, INC

Name of Authorized Representative (print):

Charles R Borden

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 _____

Notary Public:

Joan M. Feener
Jan 20, 2017



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

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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	<u>Mayflower</u>	Doc/Reg #	<u>609985</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

[Handwritten Signature]

Owner/Entity Name:

FAT FISHING CORP

Name of Authorized Representative (print):

Pedro R. CURA

Title: OWN

List all permits including those listed in 4.

Permit Number: 330359 MRI 815

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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	<u>Fisherman</u>	Doc/Reg #	<u>605059</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *[Handwritten Signature]*

Owner/Entity Name:

M&P Fishing Corp

Name of Authorized Representative (print):

Pedro R. CURA

Title: *OWM*

List all permits including those listed in 4.

Permit Number: *410186* MRI *1005*

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 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

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Michael Smith

Owner/Entity Name:

FV MAJESTIC, LLC

Name of Authorized Representative (print):

MICHAEL SMITH

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410392 MRI 1119

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2014-2015 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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Armando*

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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 Donny C Doc/Reg # 514305
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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Jonathan R Wright

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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of FEB, 2014, 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 March 6, 2014 (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.

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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 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 2014-2015 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. San Marcos

Owner/Entity Name:

LUCINDA FISHING CORP

Name of Authorized Representative (print):

Antonio L. San Marcos

Title: Owner

List all permits including those listed in 4.

Permit Number: 410180 MRI 1000

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

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3. Member acknowledges that; NEFS VII has adopted **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 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 2014-2015 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:

CAPTAIN 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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 March 6, 2014 (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").

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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.

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NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name 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.

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NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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: *Tres.*

List all permits including those listed in 4.

Permit Number: *330198* MRI *748*

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 March 6, 2014 (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").

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3. Member acknowledges that; NEFS VII has adopted **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2014-2015 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

Owner/Entity Name:

Willis E. Blount Com Fishing Co

Name of Authorized Representative (print):

WILLIS E. BLOUNT

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330351 MRI 809

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of Mar, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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	<u>2011 9'4" Skiff</u>	Doc/Reg #	<u>MS5862AX</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

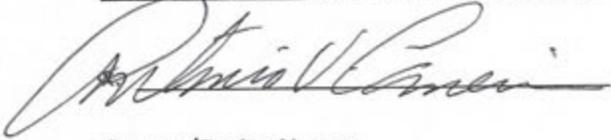
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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 V Cancira

Title: Owner

List all permits including those listed in 4.

Permit Number: 151250 MRI 712

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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 5 day of Mar, 2014, 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 March 6, 2014 (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").

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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.

Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Wa A

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 _____



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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Collin+Warren III 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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Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. War

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 _____



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	<u>Shelby Ann</u>	Doc/Reg #	<u>602895</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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 _____

Notary Public:

Lee E.R. House

My commission expires 01/06/14

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 5 day of Mar, 2014, 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 March 6, 2014 (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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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 2014-2015 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 _____

Notary Public:

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

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 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 **April 15, 2014** as the final date in which a NEFS VII Member may withdraw from NEFS VII prior to the start of the 2014 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	<u>SEAFARER</u>	Doc/Reg #	<u>675048</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

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Continued on next page

NORTHEAST FISHERY SECTOR VII
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

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 _____

Notary Public:

Lee E. R. Houze

My commission expires 07/06/14

HARVESTING RULES

1.0 QUOTA MANAGEMENT

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.

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.

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.

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 90 % 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.

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.

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 method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions. At the time of this submission, a Strawman proposing a different way to derive assumed discards for a sector that takes into account a more accurate representation of the diverse fishing practices of the Sectors has been submitted to the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for utilization in FY 2014-2015.

STOCK AREA DECLARATION: Prior to leaving port, sector vessels will declare one or more than one of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing regulations.

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 tool to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption by all Northeast Groundfish Sectors in their FY 2014 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.

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**.

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.

When an Observer/Monitor is NOT onboard.

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.

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.

VII, Northeast Fishery Sector Board of Directors reserves the right to remove and/or modify this Inshore GOM Declaration provision at any time during the 2013-2014 Fishing Year.

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

CATCH REPORTS: 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.

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.

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.

VESSEL LOGBOOKS (VTRs/e-VTR): 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.

WEEKLY/DAILY REPORTS: 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. The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip 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 the “trigger point” i.e. thresholds specified in 14.1 have been reached during the current Fishing Year. 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.

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. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector and NMFS.

ENFORCEMENT ISSUES: The Members acknowledge that the 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.

TRIP HAIL: Sector vessels will comply with any Hail requirements established by the Sector and/or Agency.

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.

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)

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 2014 if agreed upon by the Sector, and NMFS.

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 2014 if agreed upon by the Sector, and NMFS.

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 2014 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)

2.0 ADMINISTRATIVE

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.

1. **PROOF OF SECTOR MEMBERSHIP:** 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 ***must*** 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'.

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.

SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS: 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:

INTRA-SECTOR DAYS AT SEA (DAS) LEASING: 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.

INTER-SECTOR DAYS AT SEA (DAS) LEASING: 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.

PAPER VTR: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2014, 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.

ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2014, 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.

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.

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

- All Groundfish DAS restrictions
- Trip limits on allocated stocks
- Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 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.
- 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).
- 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, 152Unless 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 Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

- (1) 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- (2) 20 Day Spawning Block:
- (3) Limitation on the Number of Gillnets for Day Gillnet Vessels:
- (4) Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear:
- (5) Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a Groundfish/Monkfish DAS:
- (6) Limitation on the Number of Hooks that may be Fished
- (7) Length and horsepower restrictions of the DAS leasing program.
- (8) Sink Gillnet Mesh Size Restrictions in the GOM in May and from January through April.
- (9) Prohibition on discarding legal size unmarketable fish at sea.
- (10) Daily Catch Reporting by Sector Manager for Vessels Participating in the CA I Hook Gear Haddock SAP
- (11) Trawl Gear requirements in the U.S./Canada Management Area
- (12) Requirement to maintain VMS powered while at dock. Vessel acknowledges that this exemption only applies to NE Multispecies requirements. A vessel with other permits requiring constant reporting **may not** use this exemption
- (13) Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP while on the Same Trip
- (14) The 6.5" minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when using a codend with at least 6" minimum mesh size on Directed Redfish Trips, as identified during the vessels trip declaration, when either a NEFOP or ASM is onboard.
- (15) Prohibition on a Vessel Hailing Another's Vessel's Hook Gear
- (16) Seasonal restrictions of the E. US/Canada Haddock SAP.
- (17) Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.
- (18) Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock
- (19) Sampling Exemption
- (20) Exemption from current mortality closures in order to have year round or partial access to areas including but not limited to
 - 20.1 Fippennies & Cashes Ledge
 - 20.2 Closed Area I
 - 20.3 Closed Area II
 - 20.4 The Western Gulf of Maine Closure.
 - 20.5 Nantucket Lightship

Novel Exemption Requests for FY 2014-2015

- (21) Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

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.

3.0 GEAR REQUIREMENTS

- Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.
- Limitation on the number of gillnets for day gillnet vessels.
- Limitation on the number of hooks.
- Trawl Gear requirements in the U.S./Canada Management Area
- 6.5-inch minimum mesh size requirement for Trawl nets.
- Prohibition on a Vessel Hauling Another vessels Hook Gear
- Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

4.0 MONITORING (AT-SEA)

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

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.

MONITORING: The Sector is proposing their preferred At-Sea Monitoring (ASM) Program as well as a Secondary Program for consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency

may have with these programs. In the event that the Sectors designed preferred and secondary ASM program is not approved by NMFS the Sector will use the NMFS designed ASM Program for FY 2014.

USE OF MONITORING SERVICES. 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.

COVERAGE RATES: NEFS VII will deploy at-sea monitors in a way to achieve coverage of X% of trips that is random and representative of the fishing activities of the sector. **The coverage rate for FY 2014 has not been specified by NMFS at this time.** A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless exempted by NMFS.

ADDITIONAL COVERAGE: In addition to ensuring that the coverage rates specified by NMFS are met by 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.

PREFERRED AT SEA MONITORING PROGRAM: The Sector acknowledges that they have been informed that the current goals and objectives of At-Sea Monitoring ("ASM") as codified by NMFS in 50 C.F.R 648.11(1) are:

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring. Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias." Maintain monitoring program flexibility in order to improve fleet viability.
Reducing Monitoring Costs	<ul style="list-style-type: none"> Streamline data management operations and eliminate redundancies. Explore options for cost-sharing with and deferment of cost to industry Recognize the opportunity costs of insufficient monitoring.
Reducing Discards	<ul style="list-style-type: none"> Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness. Collect information by gear type in order to accurately calculate discard rates.
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> Reduce management and/or biological uncertainty. Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> Improve the safety of the ASM program as necessary.
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.

For FY 2014 the Sector intends to meet these identified goals and objectives by Implementing the following Program:

ACE Utilization & Application of Assumed Discard Rate: The Sector, working with the Agency prior to the start of FY 2014, will determine a fixed assumed discard rate for all allocated stocks based on gear, mesh size, area fished and stock strata. This fixed assumed discard rate will be determined utilizing both the discard rates computed during FY 2010, FY 2011, FY 2012 and FY 2013 for the Sector, as well as any appropriate ASM/NEFOP data collected during these same three years. Additionally, the Sector will work with the Agency to determine an appropriate standard deviation that if exceed will trigger modification to fixed discard rate.

Specification of ASM Coverage Rate: NMFS states that they are required under regulations codified at 50 C.F.R 648.87(b)(1)(v)(B)(3)(ii) to specify coverage levels for At-Sea Monitoring. However, nowhere in this regulation does it require that NMFS establish the same coverage levels for every sector. This Sector believes that NMFS can satisfy this regulatory requirement by specifying sector specific coverage levels based on this proposed program.

Pre-Trip Notification: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

In the event that some level of coverage above and beyond the NEFOP level is needed to adequately verify the Sectors Fixed Discard Rate Program, the provisions in HR 24 SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR will be utilized.

Verification of Fixed Assumed Discard Rate: The Sector, will utilize data collected by the Observers deployed under the NEFOP Program to verify on a quarterly basis that the fixed discard rate being applied parallels with observations being collected under this program. In the event, that the fixed discard rate being applied exceeds the standard deviation established prior to the start of the year, the Sector will:

Modify the subsequent quarter's assumed rate; proportionally, or

Modify the current quarter's assumed fixed rate to that of the NEFOP observed rate, or

Modification based on a method developed and agreed upon NMFS and Sector.

SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR. The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary.

RANDOMIZES SELECTION OF COVERAGE PROCESS: The Sector will work with their ASM Provider(s) to develop and deploy a randomized selection process that is fair and equitable, distributed in a statistically random manner and representative of the fishing activities and operations of all vessels within the Sector throughout the fishing year. The ASM Provider(s) will determine whether a trip is subject to ASM based on this randomized selection process.

DATA COLLECTION & AT-SEA MONITORS: The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must

be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY 2013, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs. Neither the Sector, nor the Individual Members authorize NMFS to utilize data collected by ASM for any other purpose than as specified in this Section. In the event, NMFS wishes to utilize data they are provided for quality assurance and computation of observed and assumed discards for any other purpose they must obtain written authorization from the Sector and/or Members prior to any additional use occurring. In addition to the specific data fields and data collection methods specified by the NMFS At-Sea Monitoring Manual and training; the Sector may from time to time working with their contracted Service Provider request additional data be collected. This data if collected will be transmitted to the Sector within 48 hours upon completion of the trip in a manner agreed upon between the Sector and their Service Provider.

VESSEL OPERATIONS:

PRE-TRIP NOTIFICATION: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

AT-SEA MONITOR SELECTION PROCESS: A determination will be made **immediately** after completing a Pre-Trip Notification whether the trip in question has been preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff, the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS notification and all corresponding details will **immediately** be forwarded to the Sectors ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the NEFOP Program protocol will be followed and the Vessel will be notified in accordance to the process of this program. Additionally, the ASM Provider(s) will be notified **immediately** of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.

ASM Provider(s) shall be provided with a full list of all pre-trip notifications.

NOTIFICATION OF SELECTION/WAIVER FROM ASM:

Trips Not Selected for Coverage:

1. **Trip Boats:** A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an

ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.

2. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

1. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.

2. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).

3. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

4. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

5. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

Cancellations of Trips where an ASM is already present at Port of Sail: In the event a Sector Vessel which was selected for ASM cancels the trip and the ASM is already at the specified location ready to sail the ASM may board another Vessel in this Sector, regardless of Waivers already provided, that is departing from the port on a Sector trip. The ASM will notify its employer immediately, and the Service Provider will notify the PTNS Coordinator and Sector Manager of the change in vessel coverage.

AT-SEA MONITORING OPERATIONAL STANDARDS:

Safety Requirements: Prior to setting sail the Operator of the Sector Vessel shall detail and identify any vessel safety operating procedures and other important information to the assigned ASM. The Sector Member acknowledges that an ASM must

complete a pre-trip vessel safety checklist as provided by NMFS prior to leaving port. An ASM cannot be deployed on a vessel that has failed to review the safety issues, and such vessel is prohibited from leaving port without the ASM on board (unless a waiver is granted). For the safety of the vessels captain, crew and the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

The Sector and its Members note that each ASM must be provided with all the equipment specified by the NEFOP. It is the responsibility of the individual ASM and its employer to ensure that all equipment is in good working order and brought to the vessel at the agreed upon time prior to sailing.

WAIVERS:

Late At-Sea Monitor: In the event that an ASM fails to arrive at the scheduled sail time and/or place; the Vessel Captain must call their Providers Program Manager, prior to setting sail. The Providers Program Manager will verify that proper trip information was reported. Additionally, the Program Manager may issue a verbal waiver to the Captain relieving the vessel of its ASM obligation for the trip in question. Immediately upon issuing a verbal waiver the Program Manager must notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in writing that the trip was granted a waiver due to a later ASM.

Late NEFOP Observer: In the event that a NEFOP Observer fails to arrive at the scheduled sail time and/or place; the Vessel may contact the PTNS Coordinator to obtain a waiver prior to sailing.

ELECTRONIC MONITORING The Sector reserves the right to modify/update their At-Sea Monitoring Program in the event that Electronic Monitoring (EM) is approved by the Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon approval by the Agency and subsequently the Sectors Board of Directors, EM may be adopted by some or all Sector Vessels in accordance with EM standards.



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Corporations Division

Business Entity Summary

ID Number: 001003658

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Summary for: VII NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: VII NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 001003658			
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/ Day: 12/31		Previous Fiscal Month/ Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 114 MACARTHUR DR			
City or town, State, Zip code, Country: NEW BEDFORD, MA 02740 USA			
The name and address of the Resident Agent:			
Name: VITO GIACALONE			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	WILLIAM MCCANN	20 OAK STREET WAREHAM, MA 02571 USA	Until successor is elected and qualified
PRESIDENT	WILLIAM MCCANN	20 OAK STREET WAREHAM, MA 02571 USA	Until successor is elected and qualified
PRESIDENT	WILLIAM MCCANN	20 OAK STREET WAREHAM, MA 02571 USA	Until successor is elected and qualified
TREASURER	ARMANDO ESTUDANTE	114 MACARTHUR DRIVE NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
CLERK	PEDRO CURA	114 MACARTHUR DRIVE NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	RICHARD D. CANASTRA	62 HASSEY STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	MANUEL VINAGRO	114 MACARTHUR DRIVE NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified

DIRECTOR	WILLIAM MCCANN	20 OAK STREET WAREHAM, MA 02571 USA	Until successor is elected and qualified
DIRECTOR	ANTONIO BORGES	84 FRONT STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	RAYMOND CANASTRA	62 HASSEY STREET NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified
DIRECTOR	PEDRO CURA	114 MACARTHUR DRIVE NEW BEDFORD, MA 02740 USA	Until successor is elected and qualified

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

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- Application For Revival
- Articles of Amendment
- Articles of Consolidation - Foreign and Domestic

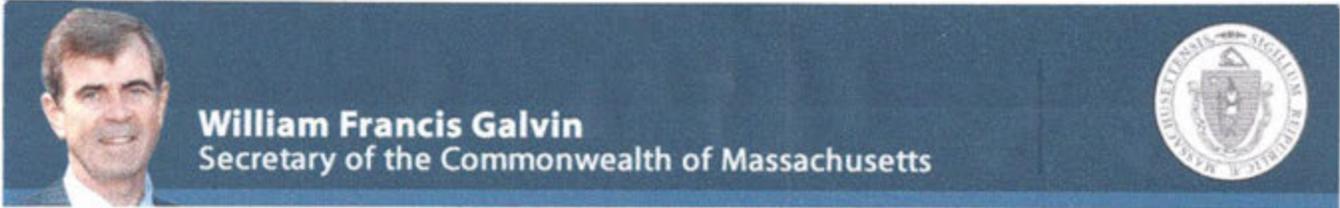
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William Francis Galvin, Secretary of the Commonwealth of Massachusetts

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Corporations Division

Business Entity Summary

ID Number: 300064791

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Summary for: **SAI FISHERIES, INC.**

The exact name of the Domestic Profit Corporation: SAI FISHERIES, INC.				
Merged with ARK FISHERIES, INC. on 03-18-2004				
Entity type: Domestic Profit Corporation				
Identification Number: 300064791				
Date of Organization in Massachusetts: 04-05-2002				
Last date certain:				
Current Fiscal Month/Day: 12/31				
The location of the Principal Office:				
Address: 114 MACARTHUR DR.				
City or town, State, Zip code, Country: NEW BEDFORD, MA 02740 USA				
The name and address of the Registered Agent:				
Name: ARMANDO ESTUDANTE				
Address: 1157 E. RODNEY FRENCH BLVD.				
City or town, State, Zip code, Country: NEW BEDFORD, MA 02744 USA				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	ARMANDO ESTUDANTE	1157 E. RODNEY FRENCH BLVD. NEW BEDFORD, MA 02744 USA		
TREASURER	ARMANDO ESTUDANTE	1157 E. RODNEY FRENCH BLVD. NEW BEDFORD, MA 02744 USA		
SECRETARY	ARMANDO ESTUDANTE	1157 E. RODNEY FRENCH BLVD. NEW BEDFORD, MA 02744 USA		
DIRECTOR	ARMANDO ESTUDANTE	1157 E. RODNEY FRENCH BLVD. NEW BEDFORD, MA 02744 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	100,000	\$ 0.00	200
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing				
View filings for this business entity:				
ALL FILINGS Administrative Dissolution Annual Report Application For Revival Articles of Amendment Articles of Certificate of Incorporation				



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2012

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 04/01/2012

Business ID: 125331

William M. Gardner

Secretary of State

CAPTAIN W. P. MCCANN, INC.

% MARY MCGEE, 3 MARKET SQ STE 1
PORTSMOUTH, NH 03801

ADDRESS OF PRINCIPAL OFFICE:
MARY MCGEE, 3 MARKET SQ STE 1
PORTSMOUTH, NH 03801

REGISTERED AGENT AND OFFICE:
CHURBRICH, MICHAEL E.
388 STATE ST
PORTSMOUTH, NH 03801

ENTITY TYPE: CORPORATION

BUSINESS ID: 125331

STATE OF DOMICILE: NEW HAMPSHIRE

COMMERCIAL FISHING

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

The new mailing address _____

The new principal office address _____

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

PRES. William P McCann
STREET 20 Oak St
CITY/STATE/ZIP Wareham Ma 02571

SECY. Linda M McCann
STREET 20 Oak St
CITY/STATE/ZIP Wareham Ma 02571

OTHE. Michael E Chubrich
STREET 230 Lafayette Rd Bldg D
CITY/STATE/ZIP Portsmouth Nh 03802

NAME _____
STREET _____
CITY/STATE/ZIP _____

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Linda M McCann
STREET 20 Oak St
CITY/STATE/ZIP Wareham Ma 02571

NAME _____
STREET _____
CITY/STATE/ZIP _____

NAME _____
STREET _____
CITY/STATE/ZIP _____

NAME _____
STREET _____
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: William P McCann

Please print name and title of signer: William P McCann
NAME

PRESIDENT
TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): _____



012533120121001

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529



**The Commonwealth of Massachusetts
William Francis Galvin**

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

M & P FISHING CORP. Summary Screen



Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: M & P FISHING CORP.

Entity Type: Domestic Profit Corporation

Identification Number: 042770669

Old Federal Employer Identification Number (Old FEIN): 000183276

Date of Organization in Massachusetts: 06/25/1982

Current Fiscal Month / Day: 09 / 30

Previous Fiscal Month / Day: 00 / 00

The location of its principal office:

No. and Street: 114 MACARTHUR DR.
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

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

Name and address of the Registered Agent:

Name: MARIO S. RIBEIRO
No. and Street: 114 MACARTHUR DRIVE
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MARIO S. RIBEIRO	7 SOUTH JASON DR., SOUTH DARTMOUTH, MA 02748 USA	UNTIL SUCCESSOR IS DULY ELECTED
TREASURER	MARIA C. CURA	16 VALERIE ST., NEW BEDFORD, MA 02740 USA	UNTIL SUCCESSOR IS DULY ELECTED
SECRETARY	LUCINDA R. RIBEIRO	7 SOUTH JASON DR., SOUTH DARTMOUTH, MA 02748 USA	UNTIL SUCCESSOR IS DULY ELECTED
DIRECTOR	MARIA C. CURA	16 VALERIE ST., NEW BEDFORD, MA 02740 USA	UNTIL SUCCESSOR IS DULY ELECTED
DIRECTOR	MARIO S. RIBEIRO	7 SOUTH JASON DR., SOUTH	UNTIL SUCCESSOR IS

		DARTMOUTH, MA 02748 USA	DULY ELECTED
DIRECTOR	LUCINDA R. RIBEIRO	7 SOUTH JASON DR., SOUTH DARTMOUTH, MA 02748 USA	UNTIL SUCCESSOR IS DULY ELECTED

business entity stock is publicly traded:

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,500	\$0.00	1,000

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

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

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

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

Comments

M+P Fishing Corp