

## SECTOR OPERATIONS PLAN AND AGREEMENT

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

### **Recitals**

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

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

### **Agreement**

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

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

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

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

2.1 **Rule of Three Requirement:** Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 310394 under the distinct ownership of Maria SS Dellume Inc., permit # 330388 under the distinct ownership of F/V SCM Inc., and permit # 240234 under the distinct ownership of Cottone Inc.

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

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

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

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

6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Albert Cottone, 8 Lendall Street, Gloucester Ma 01930 will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2012 who will be acting as their Manager for FY 2012-2013.

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

President: Joseph Orlando

Treasurer: Christine Sherman

Clerk: Albert Cottone

Directors: Dustin Ketchopoulos, Paul Vitale, Vincenzo Russo, Joe

Randazzo, Giuseppe Dimaio, Thomas Testaverde

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

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

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

7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations, the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE allocation, as

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

7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before December 1, 2011 (the "Notification Date"), and on or before succeeding Notification Dates established by the Board for FY 2012 and thereafter of their intention to harvest Sector ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest Share shall be subject to all NMFS and other management regulations generally applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE allocation permitted to be harvested in such season or area. The Manager may impose and enforce additional restrictions on each Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

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

(a) Not fishing in ACE-accountable fisheries;

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

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

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

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

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

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

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

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

- Fishery: Shrimp (Gear: trawl small mesh)
- Fishery: Squid (Gear: trawl)
- Fishery: Whiting (Gear: trawl – small mesh)
- Fishery: Tuna (Gear: Rod & Reel)

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

- Fishery: Squid (Gear: trawl)
- Fishery: Whiting (Gear: trawl – small mesh)
- Fishery: Tuna (Gear: Rod & Reel)

During FY 2012, NEFS II anticipates a similar redirection of effort to the fisheries listed above.

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

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

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

In FY 2011, 86% of the permits which are enrolled in the NEFS II Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS II Sector has 81 permits currently enrolled. Of those 81 permits, 43 are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the NEFS II Sector expects that compared to FY 2011 there would no change from the consolidation that previously occurred within the sector during FY 2011. The member permits (9) that are not attached to active NE multispecies vessels in FY 2012 are the same permits that leased out their Harvest Share in FY 2011. In most cases, a member who owns multiple permits fished the Harvest Share(or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before March 31, 2012, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

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

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

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

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

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

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

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

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

15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to a person who is not an Active Member unless such person assumes all of the transferring Member's obligations under this Agreement as of the effective date of such transfer. A person other than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

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

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

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

18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith commercially reasonable efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be submitted to binding arbitration upon the request of any party at interest. Any person nominated as an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business judgment and experience and either have (a) held a federal fishing master license for at least ten (10) years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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

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

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

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

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

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**EXHIBIT A**

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

Provided on April 30, 2012 document submission as a separate document for insertion.

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

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

**EXHIBIT A**

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

**SECTOR MEMBERS:** The following table identifies The NEFS II Members:

Sector Member	MRI	Federal Permit #
Russo Fishing Corp.	34	150909
GRACE & ROSA INC	51	220152
GFCPF	68	151165
Raz Fishing Co.	106	151427
Cat Eyes Fisheries Inc	111	231052
A & J Fisheries	133	240896
Dennis P. Robillard Jr.	149	150566
Rosemarie Trefry	155	230373
Paul Theriault	160	230418
Paul Theriault	178	151137
Joseph Jurek	185	150703
J Sans Jr Fisheries Inc	187	231209
Early Times Fisheries	189	231302
Jam Fishing Co.	248	321113
RMV Inc	252	149677
Cottone Inc.	255	240234
PAJAM FISHING CORP	259	149535
IRMA FISHING LLC	288	222427
Carl Bouchard	293	150485
Carl Bouchard	309	150483
Carl Bouchard	310	147967
Little Sandra Corp	314	250009
Renegade Fishing LLC	347	320673
Vincie N Inc	370	251683
Taormina Fishing Corp.	373	250313
Dennis P. Robillard Jr.	411	150006
AGV Company Ltd	470	150345
Sal & Sons	485	310189
s.s. Fisheries Inc.	490	320233
Emilie Inc.	498	149675
Maria SS Dellume	512	310394
Viking Pride Fisheries	513	321085
Caterina G. Inc.	588	320567
Stefanie Noto	593	150203
Captain Dominic and Bros.	664	150369
P & V Fishing Corp.	669	320695
Lucy & Tyler Inc.	735	330176
AGV Company Ltd	769	330260
Lily Jean Corp.	773	149606
F/V SCM Inc	802	330338
Captain Dominic and Bros.	816	330362
G & N Fishing Corp	825	151270
Lisa T Corp	844	310995
Princess Diana 1 Inc	907	330583
Anthony and Enzo Inc	1004	410555
Sandler Fisheries Inc.	1009	149233
Russo Fishing Corp.	1043	410242
Giuseppe Dimaio	1153	410106

Daniel Murphy	1484	123845
Dean Holt	1486	125795
Paul Metivier	1493	250659
Sandler Fisheries Inc.	1505	320892
Boat Herrin Choker Inc	1532	231688
Dennis P. Robillard Jr.	1578	149582
Tina and Tom Inc.	1610	240998
Joseph Jurek	1722	150322
James Vanderpool	1724	149632
F/V Harvest Moon Inc	1734	214761
DBA F/V Kristine Marie	1756	241551
RMV Inc	1767	250366
Sebastian Noto	1798	151355
Paul Metivier	1806	144816
Raz Fishing Co.	1810	150574
Joseph Jurek	1818	146860
Francesca Corp	1830	230329
Carl Bouchard	1846	149824
Lily Jean Corp.	1878	330271
Daniel Murphy	1950	150963
Dennis P. Robillard Jr.	1957	150236
Dennis Oconnell	1987	149295
Explorer II Corp.	2016	250508
Tina and Tom Inc.	2091	150702
NORTHERN EDGE Inc	2119	310729
Jam Fishing Co.	2192	100409
Lily Jean Corp.	2352	149590
Mark Twaine Corp.	2369	150401
John G Sharkey	2533	113476
CORRADO BUCCHERI	3607	149686
Daniel Murphy	47822	149602
Ruth D Inc.	47848	134630
OLIVIA JOAN	899	310981

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

Vessel Name	Hull ID
RAZZO	MS2245AY
CAT EYES	635378
SPECIAL K	668249
TERMINATOR	606127
MARIA G S	684432
EARLY TIMES	689215
HORIZON	1082564
SABRINA MARIA	278350
LITTLE SANDRA	250185
JENNY G	519105
CAPT NOVELLO	909375

MISS SANDY	554149
CHRISTINA ELENI	516896
JANAYA & JOSEPH	535793
PADRE PIO	632107
CATERINA G	615635
MARY AND JOSEPHINE	603558
GRACE MARIE	591608
LADY JANE	608078
Lucy	692947
CAPTAIN DOMINIC	611057
MIDNIGHT SUN	1051185
PRINCESSS LAURA	1149379
MISS TRISH II	615489
Capt Joe	582912
BANTRY BAY	MS8376KV
KATIE MAY	MS9415AH
DEBRA ANN II	652947
SEAFARMER II	937222
KATHRYN W	913480
JULIE ANN II	ME120NT
TINA & TOM	688789
ALYSSA & ANDREW	MS3587AK
HARVEST MOON	1044860
KRISTINE MARIE	973012
ANGELA AND ROSE	587293
MYSTIQUE LADY	NH8883BB
FRANCESCA & CARLO	593653
LILY JEAN	509307
LADY ELAINE	MS9495DC
EXPLORER II	621654
Orion	611248
Olivia Joan	58241

## Exhibit A

MRI	Permit Number	Vessel Name	Doc-Registration	Owner/Entity
34	150909	WATER TENDER NINE	MS9864AV	Russo Fishing Corp.
51	220152	HELEN S III	532240	GRACE & ROSA INC.
68	151165	JUDITH LEE ROSE	MS4234AX	GFCP Inc
106	230035	RAZZO	249183	Raz Fishing Co.
111	231052	CAT EYES	635378	Cat Eyes Fisheries Inc
133	240896	SPECIAL K	668249	A & J Fisheries
149	150566	TWO DOGS	ME154PV	Dennis P. Robillard Jr.
155	230373	RAMBLIN ROSE	590228	ROSEMARIE TREFRY
160	230418	TERMINATOR	606127	Paul Theriault
178	151137	PAMALITA	MS4197AX	Paul Theriault
185	150703	CAPT LEO II	MS2022AT	Joseph Jurek
187	231209	MARIA G S	684432	J Sans Jr Fisheries Inc
189	231302	EARLY TIMES	689215	Early Times Fisheries
248	321113	HORIZON	1082564	Jam Fishing Co.
252	149677	LADY JUSTINE	MS4629AK	RMV Inc
255	240234	SABRINA MARIA	278350	Cottone Inc.
259	149535	UNNAMED	MS4516AU	PAJAM Fishing Corp
288	222427	JESSICA MEGAN	MS8002AS	Irma Fishing LLC
293	150485	LITTLE STORM	NH4627BN	Carl Bouchard
309	150483	MONI HONI	NH6336BM	Carl Bouchard
310	147967	STORMY WEATHER	NH1909BF	Carl Bouchard
314	250009	LITTLE SANDRA	250185	Little Sandra Corp
330	149626	LUCKY JOE	MS1113AK	Emilie Inc.
347	320673	JENNY G	519105	Renegade Fishing LLC
370	251683	CAPT NOVELLO	909375	Vincie N Inc
373	250313	MISS SANDY	554149	Taormina Fishing Corp.
411	150006	WATER TENDER	ME12WSL	Dennis P. Robillard Jr.
470	150345	GRACE MARIE II	MS1884AR	AGV Company Ltd
485	310189	CHRISTINA ELENI	516896	Sal & Sons
490	320233	JANAYA & JOSEPH	535793	s.s. Fisheries Inc.
512	310394	PADRE PIO	632107	Maria SS Dellume
513	321085	VIKING PRIDE	598855	Viking Pride Fisheries
588	320567	CATERINA G	615635	Caterina G. Inc.
593	150203	NJORD II	RI6201E	Stefanie Noto
664	150369	UNNAMED	MS1922NN	Captain Dominic and Bros.
669	320695	MARY AND JOSEPHINE	603558	P & V Fishing Corp.
735	330176	Lucy	692947	Lucy & Tyler Inc.
769	330260	GRACE MARIE	591608	AGV Company Ltd
773	149606	ACHILLES	NH6897BK	Lily Jean Corp.
802	330338	LADY JANE	608078	F/V SCM Inc
816	330362	CAPTAIN DOMINIC	611057	Captain Dominic and Bros.
825	151270	SEA ESCAPE II	MS7960AY	G&N Fishing Corp.
844	310995	MIDNIGHT SUN	1051185	Lisa T Corp
899	310981	Olivia Joan	583241	Springville Fisheries Inc
907	330583	Orion	611248	Princess Diana 1 Inc
1004	410555	PRINCESS LAURA	1149379	Anthony and Enzo Inc

## Exhibit A

1009	149233	KEYWEST	MS 5969 AF	Sandler Fisheries Inc.
1043	410242	MISS TRISH II	615489	Russo Fishing Corp.
1153	410106	CAPT JOE	938786	Princess Elena Inc.
1484	123845	BANTRY BAY	MS8376KV	Daniel Murphy
1486	125795	KATIE MAY	MS9415AH	Dean Holt
1493	250659	DEBRA ANN II	652947	Paul Metivier
1505	320892	SEAFARMER II	937222	Sandler Fisheries Inc.
1532	231688	KATHRYN W	913480	Boat Herrin Choker Inc
1578	149582	JULIE ANN II	ME120NT	Jillity, LLC
1610	240998	TINA & TOM	688789	Tina and Tom Inc.
1722	150322	LITTLE LADY	NH9811BA	Joseph Jurek
1724	149632	ALYSSA & ANDREW	MS3587AK	James Vanderpool
1734	214761	HARVEST MOON	1044860	F/V Harvest Moon Inc
1756	241551	KRISTINE MARIE	973012	DBA F/V Kristine Marie
1767	250366	ANGELA AND ROSE	587293	RMV Inc
1798	151355	RUTH D II	MS9481ay	Sebastian Noto
1806	144816	THREE W'S	MS9736KK	Paul Metivier
1810	150574	UNNAMED	MS7770AS	Raz Fishing Co.
1818	146860	MYSTIQUE LADY	NH8883BB	Joseph Jurek
1830	230329	FRANCESCA & CARLO	593653	Francesca Corp
1846	149824	STORMY WEATHER I	NH9687BK	Carl Bouchard
1878	330271	LILY JEAN	509307	Lily Jean Corp.
1950	150963	ANNA MAE	MS1157AW	Daniel Murphy
1957	150236	SUN DOG	ME14CLT	Dennis P. Robillard Jr.
1987	149295	LADY ELAINE	MS9495DC	Dennis Oconnell
2016	250508	EXPLORER II	621654	Explorer II Corp.
2091	150702	TINA & TOM II	MS8852AT	Tina and Tom Inc.
2119	310729	NORTHERN EDGE	982762	Northern Edge Inc.
2192	100409	Irma C II	MS6040A	Jam Fishing Co.
2352	149590	LENDALL I	MS1440AR	Lily Jean Corp.
2369	150401	MARK TWAIN	MS1698AR	Mark Twaine Corp.
2533	113476	SHARKBAIT II	MS5491AB	John G Sharkey
3607	149686	PEPPA	MS5650AK	Corrado Buccheri
47822	149602	MISS MEGAN	MS6264AX	Daniel M Murphy
47848	134630	AMBER AND JOHN	MS3411KR	Ruth D Inc.

1 **EXHIBIT B**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2012 (May**  
3 **1, 2012 to April 30, 2013)**

4 Provided on April 30, 2012 document submission as a separate document for insertion.

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

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

**EXHIBIT B**

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

Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector. Additional Information on federal permits associated with Sector Vessels and Sector Members:

Sector Member	Federal Permit #	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Princess Diana 1 Inc	330583	Bluefish	Black Sea Bass	Spiny Dogfish	Summer Flounder	Herring	American Lobster	
SPRINGVILLE FISHERIES INC	310981	Bluefish	Black sea bass	Spiny dogfish	Summer founder	Herring	American lobster	Monk D
Russo Fishing Corp.	150909	bluefish	spiny dogfish	summer flounder	herring	monkfish	multispecies	red crab
GRACE & ROSA INC	220152	American lobster	Atlantic Mackerel	Bluefish	monkfish	skate	spiny dogfish	squid/butterfish
GFCPF	151165	bluefish	spiny dogfish	herring	monkfish	multispecies	red crab	skate
Raz Fishing Co.	151427	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Cat Eyes Fisheries Inc	231052	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
A & J Fisheries	240896	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Dennis P. Robillard Jr.	150566	bluefish	spiny dogfish	herring	monkfish	multispecies	red crab	skate
Rosemarie Trefry	230373	American lobster	multispecies	monkfish	spiny dogfish			
Paul Theriault	230418	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Paul Theriault	151137	bluefish	spiny dogfish	herring	monkfish	red crab	multispecies	scup
Joseph Jurek	150703	American lobster	multispecies					
J Sans Jr Fisheries Inc	231209	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies	ocean quahog

Early Times Fisheries	231302	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
<b>Sector Member</b>	<b>Federal Permit #</b>	<b>Federal Permits</b>						
Jam Fishing Co.	321113	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Princess Diana 1 Inc	330583	Monk	NE Multi	Red Crab	Scup	Skate	Squid/ butterfish/mac	
SPRINGVILLE FISHERIES INC	310981	Ocean Quahog	Red Crab	Scup	Skate	Squid / butterfish	Atl mackerel	TLF
RMV Inc	149677	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Cottone Inc.	240234	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog
PAJAM FISHING CORP	149535	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
IRMA FISHING LLC	222427	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	skate
Carl Bouchard	150485	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Carl Bouchard	150483	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Carl Bouchard	147967	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog
Little Sandra Corp	250009	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Renegade Fishing LLC	320673	black sea bass	spiny dogfish	summer flounder	American lobster	monkfish	multispecies	scup
Vincie N Inc	251683	bluefish	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster	monkfish
Taormina Fishing Corp.	250313	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	skate
Dennis P. Robillard Jr.	150006	bluefish	spiny dogfish	herring	monkfish	multispecies	red crab	skate
AGV Company Ltd	150345	summer flounder	American lobster	monkfish	multispecies	scup		

Sal & Sons	310189	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
s.s. Fisheries Inc.	320233	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
<b>Sector Member</b>	<b>Federal Permit #</b>	<b>Federal Permits</b>						
Emilie Inc.	149675	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Maria SS Dellume	310394	bluefish	herring	American lobster	monkfish	multispecies	red crab	skate
Princess Diana 1 Inc	Tilefish							
SPRINGVILLE FISHERIES INC	310981	NE multi						
Viking Pride Fisheries	321085	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Caterina G. Inc.	320567	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Stefanie Noto	150203	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Captain Dominic and Bros.	150369	spiny dogfish	American lobster	monkfish	multispecies	skate		
P & V Fishing Corp.	320695	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Lucy & Tyler	330176	scallop - LAGC	American lobster	multispecies				
AGV Company Ltd	330260	bluefish	spiny dogfish	summer flounder	scallop - LAGC	American lobster	monkfish	multispecies
Lily Jean Corp.	149606	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
F/V SCM Inc	330338	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Captain Dominic and Bros.	330362	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog	skate

G & N Fishing Corp	151270	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Lisa T Corp	310995	bluefish	black sea bass	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster
Anthony and Enzo Inc	410555	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog
<b>Sector Member</b>	<b>Federal Permit #</b>	<b>Federal Permits</b>						
Sandler Fisheries Inc.	149233	bluefish	spiny dogfish	summer flounder	herring	American lobster	monkfish	multispecies
Russo Fishing Corp.	410242	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog	surf clam
Giuseppe Dimaio	410106	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Daniel Murphy	123845	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Dean Holt	125795	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Paul Metivier	250659	bluefish	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster	monkfish
Sandler Fisheries Inc.	320892	bluefish	black sea bass	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster
Boat Herrin Choker Inc	231688	bluefish	spiny dogfish	American lobster	monkfish	multispecies	red crab	skate
Dennis P. Robillard Jr.	149582	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Tina and Tom Inc.	240998	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Joseph Jurek	150322	American lobster	multispecies					
James Vanderpool	149632	bluefish	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster	monkfish
F/V Harvest Moon Inc	214761	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog
DBA F/V Kristine Marie	241551	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies

RMV Inc	250366	bluefish	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster	monkfish
Sebastian Noto	151355	bluefish	spiny dogfish	American lobster	monkfish	multispecies	squid/mackerel/butterfish	
Paul Metivier	144816	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
<b>Sector Member</b>	<b>Federal Permit #</b>	<b>Federal Permits</b>	<b>Federal Permits</b>					
Raz Fishing Co.	150574	bluefish	spiny dogfish	herring	monkfish	multispecies	red crab	skate
Joseph Jurek	146860	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Francesca Corp	230329	bluefish	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies
Carl Bouchard	149824	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Lily Jean Corp.	330271	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	ocean quahog
Daniel Murphy	150963	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	skate
Dennis P. Robillard Jr.	150236	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	squid/mackerel/butterfish
Dennis Oconnell	149295	spiny dogfish	herring	scallop - LAGC	American lobster	monkfish	multispecies	scallop
Explorer II Corp.	250508	bluefish	skate	spiny dogfish	summer flounder	herring	scallop - LAGC	American lobster
Tina and Tom Inc.	150702	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
NORTHERN EDGE Inc	310729	American lobster	bluefish	mackerel	herring	monkfish	multispecies	ocean quahog
Jam Fishing Co.	100409	bluefish	spiny dogfish	herring	American lobster	monkfish	multispecies	red crab
Lily Jean Corp.	149590	bluefish	black sea bass	spiny dogfish	summer flounder	herring	American lobster	monkfish
Mark Twaine Corp.	150401	summer flounder	herring	American lobster	monkfish	multispecies	red crab	scup

John G Sharkey	113476	bluefish	spiny dogfish	herring	monkfish	multispecies	mackerel	
CORRADO BUCCHERI	149686	bluefish	spiny dogfish	herring	monkfish	multispecies	skate	squid/mackerel/butterfish
Daniel Murphy	149602	mackerel	herring	monkfish	multispecies	spiny dogfish	squid/butterfish	
Sector Member	Federal Permit #	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Ruth D Inc.	134630	bluefish	spiny dogfish	American lobster	multispecies			

Sector Member	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Russo Fishing Corp.	skate	squid/mackerel/butterfish	tilefish			
GRACE & ROSA INC	tilefish					
GFCPF	squid/mackerel/butterfish	tilefish				
Raz Fishing Co.	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish	
Cat Eyes Fisheries Inc	ocean quahog	red crab	skate	squid/mackerel/butterfish	tilefish	
A & J Fisheries	skate	squid/mackerel/butterfish	tilefish			
Dennis P. Robillard Jr.	squid/mackerel/butterfish	tilefish				
Rosemarie Trefry						

Sector Member	Federal Permits	Federal Permits				
Paul Theriault	skate	squid/mackerel/butterfish	tilefish	tuna		
Paul Theriault	skate	squid/butterfish	atlantic mackerel	tilefish		
Joseph Jurek						
J Sans Jr Fisheries Inc	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish	
Early Times Fisheries	red crab	scup	surf clam	skate	squid/mackerel/butterfish	tilefish
Jam Fishing Co.	ocean quahog	surf clam	skate	squid/mackerel/butterfish		
RMV Inc	skate	squid/mackerel/butterfish	tilefish			
Cottone Inc.	surf clam	skate	squid/mackerel/butterfish			
PAJAM FISHING CORP	multispecies	red crab	scup	skate	squid/mackerel/butterfish	tilefish
IRMA FISHING LLC	squid/mackerel/butterfish	tilefish				
Carl Bouchard	skate	squid/mackerel/butterfish	tilefish			
Carl Bouchard	multispecies	red crab	scup	skate	squid/mackerel/butterfish	tilefish
Carl Bouchard	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish	
Little Sandra Corp	ocean quahog	red crab	surf clam	skate	mackerel	tilefish
Emilie Inc.						

Sector Member	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Renegade Fishing LLC	skate	squid/butterfish/mackerel				
Vincie N Inc	multispecies	ocean quahog	red crab	surf clam	skate	squid/mackerel/butterfish
Taormina Fishing Corp.	squid/mackerel/butterfish					
Dennis P. Robillard Jr.	squid/mackerel/butterfish	tilefish				
AGV Company Ltd						
Sal & Sons	red crab	skate	squid/mackerel/butterfish	tilefish		
s.s. Fisheries Inc.	red crab	skate	squid/mackerel/butterfish	tilefish		
Emilie Inc.	scup	skate	squid/butterfish	tilefish		
Maria SS Dellume	squid/mackerel/butterfish	tilefish				
Viking Pride Fisheries	multispecies	ocean quahog	red crab	scup	surf clam	skate
Caterina G. Inc.	scup	skate	squid/mackerel/butterfish	tilefish		
Stefanie Noto	multispecies	red crab	scup	skate	squid/mackerel/butterfish	tilefish
Captain Dominic and Bros.						
P & V Fishing Corp.	ocean quahog	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish

Sector Member	Federal Permits	Federal Permits				
Jam Fishing Co.						
AGV Company Ltd	ocean quahog	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish
Lily Jean Corp.	red crab	skate	squid/mackerel/butterfish	tilefish		
F/V SCM Inc	multispecies	ocean quahog	red crab	scup	surf clam	skate
Captain Dominic and Bros.	squid/mackerel/butterfish					
G & N Fishing Corp	red crab	skate	squid/butterfish	tilefish		
Lisa T Corp	monkfish	multispecies	scup	skate	squid/mackerel/butterfish	tilefish
Anthony and EnzoInc	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish	
Sandler Fisheries Inc.	red crab	skate	squid/butterfish	tilefish		
Russo Fishing Corp.	skate	squid/mackerel/butterfish				
Giuseppe Dimaio	multispecies	red crab	scup	skate	squid/mackerel/butterfish	tilefish
Daniel Murphy	ocean quahog	surf clam	skate	squid/mackerel/butterfish	tilefish	tuna
Dean Holt	red crab	skate	squid/mackerel/butterfish	tilefish	tuna	
Paul Metivier	multispecies	ocean quahog	surf clam	skate	squid/mackerel/butterfish	
Sandler Fisheries	monkfish	multispecies	ocean quahog	red crab	scup	surf clam

Sector Member	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Inc.						
Boat Herrin Choker Inc	squid/mackerel/butterfish					
Dennis P. Robillard Jr.	red crab	skate	squid/mackerel/butterfish	tilefish		
Tina and Tom Inc.	ocean quahog	surf clam	skate	tilefish		
Joseph Jurek						
James Vanderpool	multispecies	ocean quahog	red crab	surf clam	skate	squid/mackerel/butterfish
F/V Harvest Moon Inc	surf clam	skate	squid/mackerel/butterfish			
DBA F/V Kristine Marie	ocean quahog	red crab	surf clam	skate	squid/mackerel/butterfish	tuna
RMV Inc	multispecies	ocean quahog	red crab	scup	surf clam	skate
Ruth D Inc.						
Paul Metivier	skate	squid/mackerel/butterfish				
Raz Fishing Co.	squid/mackerel/butterfish	tilefish				
Joseph Jurek	ocean quahog	red crab	surf clam	skate	tilefish	tuna
Francesca Corp	red crab	skate	squid/mackerel/butterfish	tilefish		
Carl Bouchard	skate	squid/mackerel/butterfish	tilefish			

Sector Member	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Lily Jean Corp.	red crab	surf clam	skate	squid/mackerel/butterfish	tilefish	
Daniel Murphy	squid/mackerel/butterfish	tilefish				
Dennis P. Robillard Jr.						
Dennis Oconnell						
Explorer II Corp.	monkfish	multispecies	ocean quahog	red crab		surf clam
Tina and Tom Inc.	scup	skate	squid/mackerel/butterfish	tilefish		
NORTHERN EDGE Inc	scallop	spiny dogfish	squid/butterfish	surf clam	tilefish	
Jam Fishing Co.	scup	skate	squid/mackerel/butterfish	tilefish		
Lily Jean Corp.	multispecies	red crab	squid/mackerel/butterfish	tilefish	skate	
Mark Twaine Corp.	skate	squid/butterfish	tilefish	mackerel		

Sector Member	Federal Permits	Federal Permits	Federal Permits	Federal Permits	Federal Permits
Early Times Fisheries	scallop				
Little Sandra Corp	squid/butterfish				
Vincie N Inc	tilefish				
Viking Pride Fisheries	squid/mackerel/butterfish	tilefish			

Stefanie Noto	loligo				
F/V SCM Inc	squid/mackerel/butterfish	tilefish			
Giuseppe Dimaio	quahog	scallop	surf clam	loligo	
Sandler Fisheries Inc.	skate	squid/mackerel/butterfish	tilefish		
James Vanderpool	tilefish				
RMV Inc	squid/mackerel/butterfish	tilefish			
Joseph Jurek	mackerel				
Explorer II Corp.	skate	squid/mackerel/butterfish	tilefish		

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

Sector Member	State Permits	State Permits
Russo Fishing Corp.		
GRACE & ROSA INC	Massachusetts: lobster, sea bass, dogfish, shrimp, shellfish, urchin, sea herring, sea scallop	

Sector Member	State Permits	State Permits
GFCPF	Massachusetts: lobster, shrimp, sea scallop, shellfish, striped bass	
Raz Fishing Co.	Massachusetts: shellfish, shrimp, scup, urchin, sea herring, sea bass	
Cat Eyes Fisheries Inc		
A & J Fisheries	Massachusetts: lobster, shellfish, sea herring, shrimp, squid, urchin, dogfish, striped bass, sea scallop CAP-NS mobil gear	
Dennis P. Robillard Jr.	Massachusetts: lobster	
Rosemarie Trefry	Massachusetts: sea herring, urchin	
Paul Theriault	Massachusetts: lobster, shrimp, sea scallop, shellfish	
Paul Theriault	Massachusetts: lobster, shrimp, sea scallop, shellfish	
Joseph Jurek	Massachusetts: lobster, dogfish, shrimp, sea herring, sea scallop, urchin, shellfish	
J Sans Jr Fisheries Inc		
Early Times Fisheries	Massachusetts: lobster, shellfish, shrimp, sea herring	
Jam Fishing Co.		
RMV Inc		
Cottone Inc.		
PAJAM FISHING CORP		
IRMA FISHING LLC	New Hampshire Commercial Saltwater	
Carl Bouchard	Massachusetts: lobster, shellfish, shrimp, squid, sea herring	

Sector Member	State Permits	State Permits
Carl Bouchard		
Carl Bouchard	Massachusetts: lobster	
Little Sandra Corp	Massachusetts: lobster, shrimp, sea scallop, shellfish, dogfish, sea herring, whiting	
Emilie Inc.	Massachusetts: lobster, shellfish, urchin, shrimp, sea herring	
Renegade Fishing LLC		
Vincie N Inc		
Taormina Fishing Corp.	Massachusetts: lobster, shrimp, shellfish, sea scallop, sea herring	
Dennis P. Robillard Jr.	Massachusetts:, lobster, sea scallop, shellfish	
AGV Company Ltd		
Sal & Sons	Massachusetts: lobster, shellfish, sea herring, sea scallop, shrimp	
s.s. Fisheries Inc.	New York Food Fish	
Maria SS Dellume		
Viking Pride Fisheries		
Caterina G. Inc.	Massachusetts: lobster, shrimp, sea herring, sea scallop	
Stefanie Noto		
Captain Dominic and Bros.	Massachusetts: lobster, sea scallop, shrimp	
P & V Fishing Corp.		
Jam Fishing Co.	Massachusetts: lobster, sea bass, dogfish, sea scallop, scup, sea herring, shellfish, shrimp	

Sector Member	State Permits	State Permits
AGV Company Ltd	Massachusetts: lobster	
Lily Jean Corp.	Massachusetts: lobster, shellfish, sea herring, shrimp, sea scallop, scup, fluke, dogfish, sea bass	
F/V SCM Inc		
Captain Dominic and Bros.		
G & N Fishing Corp	Massachusetts: lobster, shrimp, sea herring	
Lisa T Corp		
Anthony and Enzo Inc	Massachusetts: lobster, shellfish, sea herring, urchin, shrimp, squid, dogfish, striped bass, sea scallop, sea bass, scup	
Sandler Fisheries Inc.	Massachusetts: dogfish, shrimp, sea scallop, shellfish	
Russo Fishing Corp.	Massachusetts: lobster, dogfish, shrimp, sea herring, sea scallop, shellfish	
Giuseppe Dimaio	Massachusetts: lobster, squid, dogfish, fluke, shrimp, scup, sea bass, sea scallop, shellfish, striped bass cap-squid, frv, gillnet	
Daniel Murphy	Massachusetts: lobster, sea scallop, shellfish: striped bass	
Dean Holt		
Paul Metivier	Massachusetts: lobster, sea herring, squid, doffish, fluke, shrimp, scup sea bass, sea scallop, shellfish	
Sandler Fisheries Inc.		
Boat Herrin Choker Inc	Massachusetts: lobster, shrimp	
Dennis P. Robillard Jr.	Massachusetts: lobster, shrimp, sea scallop, striped bass, shellfish, sea herring	

Sector Member	State Permits	State Permits
Tina and Tom Inc.	Massachusetts: lobster, squid, dogfish, shrimp, scup, sea bass, sea scallop, shellfish	
Joseph Jurek	Massachusetts: lobster, shrimp, scup, shellfish	
James Vanderpool	Massachusetts: lobster, urchin, dogfish, sea herring, shrimp	
F/V Harvest Moon Inc		
DBA F/V Kristine Marie		
RMV Inc	Massachusetts: Bait primary buyer	Massachusetts: lobster, dogfish, shrimp, sea scallop, squid,scup, sea bass, shellfish
Ruth D Inc.	Massachusetts: lobster, shrimp	
Paul Metivier		
Raz Fishing Co.	Massachusetts: lobster, sea scallop, shrimp	
Joseph Jurek		
Francesca Corp		
Carl Bouchard	Massachusetts: lobster, shrimp, sea scallop, shellfish	
Lily Jean Corp.	Massachusetts: lobster, sea scallop, shellfish, sea herring, squid, sea bass, dogfish, urchin, shrimp, scup	
Daniel Murphy		
Dennis P. Robillard Jr.		
Dennis Oconnell		
Explorer II Corp.		

Sector Member	State Permits	State Permits
Tina and Tom Inc.	Massachusetts: striped bass	
NORTHERN EDGE Inc		
Jam Fishing Co.	Massachusetts: lobster, urchin	
Lily Jean Corp.		
Mark Twaine Corp.		
John G Sharkey	Massachusetts: lobster, striped bass	
CORRADO BUCCHERI		
Daniel Murphy		
Ruth D Inc.		

**EXHIBIT C**

**HARVESTING RULES**

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

*The Members and the Participating Vessels of **II, Northeast Fishery Sector Inc.**, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2012 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS II will fish in primarily in the Gulf of Maine, though fishing may also occur to a lesser extent in Southern New England/Mid Atlantic (SNE/MA), Inshore Georges Bank and Offshore Georges Bank.*

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

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

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

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

1 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the  
2 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
3 Share management.

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

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

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

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

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

30  
31 **8. TRIP END HAIL:** Sector vessels will comply with any Trip End Hail requirements established by the  
32 Agency.

33  
34 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel  
35 will complete a catch report each time the vessel changes areas.

36  
37 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than  
38 one US/CA area or more than one of the four stock areas will complete a catch report each time the  
39 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock  
40 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as  
41 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare  
42 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.  
43

- 1 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.  
2
- 3 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete  
4 catch records to the Sector Manager electronically via VMS email or other electronic means prior to  
5 entering port to End a Trip. Catch reports will include, at a minimum, all data elements of fully  
6 compliant VTR logbook record/s and the Dockside Monitoring Program. The Sector Manager may  
7 modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic (SAP)  
8 or internal quota management requirements. In the event a Member vessel is unable to submit his  
9 catch records electronically, the Member, will have no more than twenty-four (24) hours to provide  
10 such reports to the Sector Manager, upon completion of vessel offload.  
11
- 12 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting  
13 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-  
14 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format  
15 required by NERO. Sector Members will execute all documents necessary to meet legal  
16 requirements for the purpose of facilitating e-VTR service.  
17
- 18 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit  
19 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector  
20 will submit required reports, using the format and procedures prescribed by NMFS. The reports  
21 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and  
22 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*  
23 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given  
24 week, regardless of completeness of the data. The information includes stock, gear, mesh  
25 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*  
26 provides information about the sector trips for a given week that have enforcement or other issues.  
27 One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report*  
28 documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in  
29 Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock,  
30 the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their  
31 ACE status calculations on a daily basis if either of the two thresholds specified in 14.1 below are  
32 reached in the current FY. These reports are cumulative in nature from the start of the fishing year  
33 until the current reporting week and are adjusted retroactively as data becomes available or issues  
34 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which  
35 should be used to report all data quality issues to the appropriate people for research and  
36 correction process.  
37
- 38 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting due date for  
39 the sector manager's weekly report will be increased to daily when either 80% of any of the  
40 sector's ACEs is reached, or when, for two consecutive weekly reporting periods 20% or  
41 more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the  
42 latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of  
43 Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger will  
44 have been reached and sector reporting will be changed to daily. The Sector Manager, or a

1 designated representative, will notify NMFS immediately by email, or mail if this, or an  
2 agreed upon alternative threshold has been met that triggers daily reporting.

3  
4 An alternative threshold for increasing reporting frequency may be implemented during FY  
5 2012 if agreed upon by the sector and NMFS.

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

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

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

33  
34 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
35 logbook area information to calculate stock attribution ratios for all applicable species.

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

44  
45 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's  
46 vessels to a data collection and distribution web portal, an administrative exemption may or may

1 not be required to allow the server to relay catch reports and logbook data on behalf of sector  
2 member vessels.

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

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

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

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2  
3 **22. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
4 following Universal Exemptions.

- 5 • Trip limits on allocated stocks
- 6 • Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 7 • All Groundfish DAS restrictions
- 8 • Gulf of Maine Rolling Closures, **except for:**
  - 9 ○ April – Blocks 124, 125, 132, 133
  - 10 ○ May – Blocks 132, 133, 138, 138,139,140
  - 11 ○ June – Blocks 139, 140, 145, 146, 147, 152
  - 12 ○ *Unless authorized as a sector specific exemption.*

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

- 17 **22.1** 20 Day Spawning Block.
- 18 **22.2** Prohibition on vessels hauling another vessels gillnet gear.
- 19 **22.3** Length and horsepower restrictions of the DAS leasing program.
- 20 **22.4** Gear Requirements in US/CA Management Area
- 21 **22.5** Requirement to maintain VMS powered while at dock
- 22 **22.6** 6.5” minimum mesh size required to allow 6-inch for targeted redfish trips. Note: Only with  
23 an observer
- 24 **22.7** DSM Requirements for vessels fishing west of 72/30” Long
- 25 **22.8** DSM requires for hand gear A permitted sector vessel
- 26 **22.9** DSM requirement for monkfish trips in the monkfish SFMA
- 27 **22.10** Requirement to declare intent to fish in the Eastern US/CA and CA II YT/Haddock SAP from  
28 the dock

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**23. AT SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-sea monitoring program for FY2012. In the event, the Sector chooses to increase at-sea coverage beyond that which is funded and managed by NMFS, the sector will secure a service arrangement with one or more of the certified ASM vendors and assume all costs and responsibilities associated with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program.

**24. DOCKSIDE MONITORING PROGRAM:** In the event DSM is funded by NMFS, the sector will modify its operations plan in accordance with applicable NMFS Dockside Monitoring Standards as codified in 50 CFR 648.7(b)(l)(v)(B), as well as any internal needs that the Sector deems necessary. Additionally, the Sector will contract one or more providers from the list that has been approved by NMFS to provide dockside monitoring and notify NMFS of its selection.

**24.1** In the event DSM is funded, the Sector will be requesting that the following exemptions previously approved in FY 2011 be authorized.

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

**24.1. 2** DSM requirements for Hand gear A permitted sector vessels.

**24.1. 3** DSM requirements for monkfish trips in the monkfish southern fishery management area.

**25. 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: Gloucester, Boston	<b>Massachusetts:</b> Newburyport, Rockport, Provincetown, New Bedford <b>New Hampshire:</b> Seabrook, Portsmouth <b>Maine:</b> Portland

29  
30  
31

**26. 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

1 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
2 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
3 may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the  
4 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor  
5 protocol, they must notify their Manager of when and where they had to seek safe harbor within 6  
6 hours of this entering the port.

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

12 **27.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
13 (between members) within the guidelines and procedures contained in the FMP and as  
14 amended by Amendment 16. The Sector would accept any future relief in the length and  
15 horsepower constraints of the program that may be authorized by the RA in the future.

16 **27.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
17 (DAS) outside of the Sector are authorized under this provision to do so, only with  
18 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
19 DAS leasing would not be exempted from existing length and horsepower constraints as  
20 currently contained in applicable regulations.

21 **27.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
22 requirements. Sector vessels shall continue using paper VTRs for FY 2012, as required by  
23 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and  
24 submission of required VTR reports have been authorized by the Regional Administrator  
25 using a phased implementation process. The Sector and its Members may utilize e-VTR in  
26 accordance with the phased implementation process.

27 **27.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
28 Assessment for all sectors seeking authorization for Fishing Year 2012, and that NMFS  
29 communication has stated that if an exemption is approved for one Sector, all other  
30 authorized Sectors can be similarly approved for that specific exemption based on the  
31 terms and conditions of the originally requesting sector. In light of this understanding,  
32 NEFS II will request authorization for such exemptions it deems beneficial for its operations,  
33 prior to the publication of the final authorizing rule.

**EXHIBIT D**

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

### **Administrative Provisions Addendum:**

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

#### SECTOR OPERATIONS PLAN AND AGREEMENT

1. Sector Name.
2. Sector Eligibility and Membership.
4. Sector Allocation and Exemptions.
5. Distribution of Sector ACE.
6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

7.1 Harvest Share Reserve.

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

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

7.3 Harvest Share Transfer.

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

7.5 Re-direction Of Effort.

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

7.7 Consolidation and Redistribution of ACE:

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

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

10. Breach and Remedies for Breach.

10.1 Liquidated Damages Schedule and Schedule Amendments.

10.2 Enforcement Committee.

10.3 Liquidated Damages Base Value and Multiplier Adoption.

10.4 Liquidated Damages Calculation.

10.5 Notice to Vessel Masters; Assumption of Liability.

- 10.6 Liquidated Damages Security.
- 10.7 Manager Action in Response to Apparent Breach.
- 10.8 Member Appeals.
- 10.9 Voluntary Compliance.
- 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 10.12 Distribution of Damages.
- 11. Joint Liability and Indemnification.
- 12. Membership Termination
- 15. Permit Transfer/Sale.
- 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 17. Sector Membership Fees.
- 18. Binding Arbitration.
- 19. No Collective Marketing.
- 20. Amendment and Incorporation by Reference.

## EXHIBIT C

### HARVESTING RULES

- 2. QUOTA MANAGEMENT:
- 3. RESERVE:
- 4. SLOWING CATCH:
- 12. CATCH REPORTS:

16. DATA RECONCILIATION:

19. ADMINISTRATIVE EXEMPTION:

20. DATA MANAGEMENT:

23. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except in those specific situations where NMFS enforcement would apply.

24. DOCKSIDE MONITORING PROGRAM: In the event that DSM is funded by NMFS the Sector will modify its operations plan and this addendum accordingly to reflect those provisions of DSM that are administrative in nature.

26: SAFE HARBOR PROTOCOL:

27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS

Exhibit D is administrative.

#### EXPLANATORY ADDENDUM

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

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

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

INFORMATIONAL ADDENDUM

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
David Leveille	Manager	Day-to-Day Sector Operations	<a href="mailto:Nefs01@gmail.com">Nefs01@gmail.com</a>	(978) 375 3509	10 Witham st	Gloucester	MA	01930
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	<a href="mailto:Libby.Etrie@gmail.com">Libby.Etrie@gmail.com</a>	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
David Leveille	Manager	Reporting i.e. vessel reporting requirements involving sector trips.		(978) 375 3509	10 Witham st	Gloucester	MA	01930
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue	<a href="mailto:jackie_odell@yahoo.com">jackie_odell@yahoo.com</a>	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
Industry		Sector Specific Research						
David Leveille	Manager	Sector Specific Outreach	<a href="mailto:Nefs01@gmail.com">Nefs01@gmail.com</a>	(978) 375 3509	10 Witham St	Gloucester	MA	01930

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

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of 11/2011 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Captain Dominick Doc/Reg # 611057  
Fishing Vessel Name ~~XXXXXXXXXX~~ Doc/Reg # ~~MS1922NW~~  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Acursio / Saufilipp*

Owner/Entity Name:

*Acursio / Saufilipp*

Name of Authorized Representative (print):

Acursio J SAUFILIPP

Title: owner - President

List all permits including those listed in 4.

Permit Number: 330362 MRI 816

Permit Number: 150369 MRI 664

Permit Number: ~~150369~~ MRI \_\_\_\_\_

Permit Number: ~~150369~~ MRI \_\_\_\_\_

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

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

Notary Public:

*Subscribed & sworn to before  
me this 21st day of November 2011*

*Marie A. Silvia*



MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2016

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Sabrina Maria Doc/Reg # 278352  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Albert Cottone

Owner/Entity Name:

Cottone Inc.

Name of Authorized Representative (print):

Albert Cottone

Title: President

List all permits including those listed in 4.

Permit Number: 240234 MRI 255

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

Notary Public:

*Subscribed & sworn to before me  
this 15th day of November 2011*

*Marie A. Silva*



MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2014

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Alyssa + Andrew Doc/Reg # MS 3587AK  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

11/29/11

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

Signature of Authorized Representative:

x James VanDerput  
Owner/Entity Name:

FLV Alyssa + Andrew

Name of Authorized Representative (print):

James VanDerput

Title: owner

List all permits including those listed in 4.

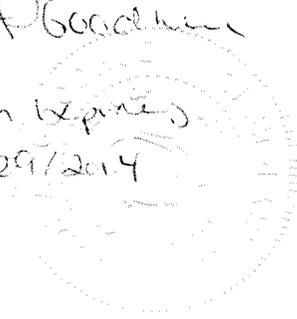
Permit Number: 149632 MRI 1724

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

Subscribed and sworn to  
under penalty of  
perjury before this  
29th day of November 2011.  
Essex SS

Notary Public:

Jodi A. Goodwin  
My commission expires  
8/29/2014



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 CATERINA G Doc/Reg # 615 635  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Antonino Giacalone

Owner/Entity Name:

Caterina G., Inc

Name of Authorized Representative (print):

Antonino Giacalone

Title: President

List all permits including those listed in 4.

Permit Number: 320567 MRI 588

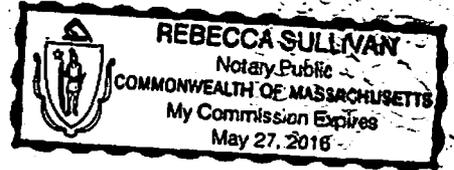
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Rebecca Sullivan

State of Massachusetts  
County of Essex

The above Antonio Giacalone personally  
appeared to me with satisfactory proof of a  
Drivers license.



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *Carl E. Boucard*

Owner/Entity Name:

CARL E. BOUCHARD

Name of Authorized Representative (print):

CARL E. BOUCHARD

Title: OWNER

List all permits including those listed in 4.

Permit Number: 149824 MRI 1846 ✓

Permit Number: 150485 MRI 293 ✓

Permit Number: 150483 MRI 309

Permit Number: 147967 MRI 310

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

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

Notary Public:

*Sheila Jalbert*

SHEILA JALBERT  
Notary Public - New Hampshire  
My Commission Expires

March 24, 2015



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

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 SeaFarmer II Doc/Reg # 937222  
Fishing Vessel Name ~~XXXXXXXXXX~~ Doc/Reg # MS1098 AR  
Fishing Vessel Name ~~XXXXXXXXXX~~ Doc/Reg # MS5909 AF

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

**Signature of Authorized Representative:**

x. 

**Owner/Entity Name:**

Sandler Fisheries Inc.

**Name of Authorized Representative (print):**

Clark Sandler

**Title:** President

List all permits including those listed in 4.

Permit Number: 320892 MRI 1505

Permit Number: 150401 MRI 2369

Permit Number: 149233 MRI 1009

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

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

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

**Notary Public:**

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *Corrado Buccheri*

Owner/Entity Name:

Corrado Buccheri

Name of Authorized Representative (print):

CORRADO BUCCHERI

Title: OWNER

List all permits including those listed in 4.

Permit Number: 149686 MRI 3607

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

Notary Public:

**The Commonwealth of Massachusetts**  
On this 30TH day of NOVEMBER 2011,  
MASS DRIVERS LICENSE  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were \_\_\_\_\_,  
to be the person whose name is signed on the preceding or  
attached document in my presence.  
*William H. Macchi*  
**WILLIAM H. MACCHI, Notary Public**  
My Commission Expires February 2, 2018

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 EARLY TIMES Doc/Reg # 689215

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *David Lewis*

Owner/Entity Name:

*Early Times Inc.*

Name of Authorized Representative (print):

\_\_\_\_\_

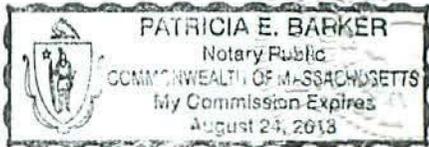
Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: *231302* MRI *189*

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

Notary Public:

*Pat E. Barker*  


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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Bantoy Bay</u>	Doc/Reg #	<u>MS 8376KV</u>
Fishing Vessel Name	<del>XXXXXXXXXX</del>	Doc/Reg #	<del>XXXXXXXXXX</del>
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Daniel Murphy

Owner/Entity Name:  
Daniel Murphy  
Owner/Captain

Name of Authorized Representative (print):

Bantry Bay,

Title: owner Captain

List all permits including those listed in 4.

Permit Number: 123845 MRI 1484

Permit Number: 150963 MRI 1950

Permit Number: 149602 MRI 47822

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

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

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

Notary Public:

Almiris Contreras



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Viking Prime</u> | Doc/Reg # | <u>598855</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

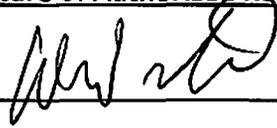
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

OWNER

Name of Authorized Representative (print):

\_\_\_\_\_

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

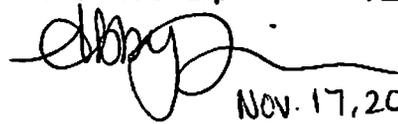
List all permits including those listed in 4.

Permit Number: 321085 MRI 513

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

Notary Public:

ABBY E. JIMENEZ  
Notary Public, State of New York  
No. 01J16207603  
Qualified in Suffolk County  
Commission Expires June 15, 2013

  
NOV. 17, 2011

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Debra ANNTII Doc/Reg # 652947  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Paul Metivier

Owner/Entity Name:

FIV Debra ANNH

Name of Authorized Representative (print):

Paul Metivier

Title: owner/operator

List all permits including those listed in 4.

Permit Number: 250659 MRI \_\_\_\_\_

Permit Number: 144816 MRI \_\_\_\_\_

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

Notary Public:

Kurt M. Walter

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 LADY ELAINE Doc/Reg # MIS 9495 DC

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x: *Dennis C O'Connell*

Owner/Entity Name:

*Dennis C O'Connell*

Name of Authorized Representative (print):

*Dennis C O'Connell*

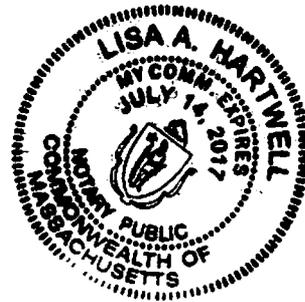
Title: *owner/operator*

List all permits including those listed in 4.

Permit Number: *149295* MRI *1987*

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

Notary Public: *Lisa A Hartwell*



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 EXPLORER II Doc/Reg # 62165-4  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Elizabeth B. Akerley

Owner/Entity Name:

EXPLORER II Corp

Name of Authorized Representative (print):

ELIZABETH B. AKERLEY

Title: President

List all permits including those listed in 4.

Permit Number: 250508 MRI 2016

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

Notary Public:

Almiris Contreras



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Angela Rose</u>	Doc/Reg #	<u>587293</u>
Fishing Vessel Name	<del>_____</del>	Doc/Reg #	<del>_____</del>
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Francesco P. Vitale

Owner/Entity Name:

BMV Inc

Name of Authorized Representative (print):

Francesco P. Vitale

Title: President

List all permits including those listed in 4.

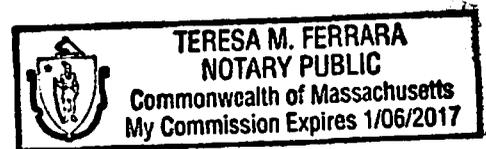
Permit Number: 250366 MRI 1767

Permit Number: 149677 MRI 252

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

Notary Public:

Teresa M. Ferrara



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 CHRISTINA ELLER 41 Doc/Reg # 516896  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

*ac* x. Frank Sciortino

Owner/Entity Name:

SAL & SONS

Name of Authorized Representative (print):

FRANK SCIORTINO

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 310189 MRI ~~42~~ 485

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

Notary Public:

*Almiris Contreras*



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Princess Laura Doc/Reg # 1149379  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Giuseppe DiMaio*

Owner/Entity Name:

GIUSEPPE DIMAIO

Name of Authorized Representative (print):

ANTHONY & ENZO INC.

Title: PRES

List all permits including those listed in 4.

Permit Number: 410555 MRI 1004

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

Notary Public:

*Almiris Contreras*



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>RAZZO</u> | Doc/Reg # | <u>249183</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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Giuseppe Randazzo*

Owner/Entity Name:

RAZ Fishing Corp.

Name of Authorized Representative (print):

GIUSEPPE RANDAZZO

Title: President

List all permits including those listed in 4.

Permit Number: 230035 MRI 106

Permit Number: 150574 MRI 1810

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

Notary Public:

*Subscribed & sworn to before  
me this 15th Day of November 2011*

*Marie A. Silva*

MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of Nov., 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Capt Joe Doc/Reg # 582912  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Giuseppe DiMaio*

Owner/Entity Name:

GIUSEPPE DIMAIO

Name of Authorized Representative (print):

PRINCESS ELENA INC

Title: PRES

List all permits including those listed in 4.

Permit Number: 410106 MRI 1153

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

Notary Public:

*Almiris Contreras*



**ALMIRIS M. CONTRERAS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 FRANCESCA CARLO Doc/Reg # 593653  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Giuseppe Polypolo*

Owner/Entity Name:

Francesca Co+P

Name of Authorized Representative (print):

\_\_\_\_\_

Title: Pres

List all permits including those listed in 4.

Permit Number: 230329 MRI 1830

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

Notary Public:

*Almiris Contreras*



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. Giuseppe Lucido

Owner/Entity Name:

Grace + Rosa Inc.

Name of Authorized Representative (print):

Rosa Lucido, Rose Lucido

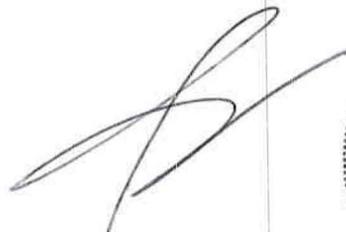
Title: owner

List all permits including those listed in 4.

Permit Number: 220152 MRI \_\_\_\_\_

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

Notary Public:



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 CAT EYES Doc/Reg # 635378  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

CAT EYES Fisheries

Name of Authorized Representative (print):

Ignazio Sanfilippo

Title: President

List all permits including those listed in 4.

Permit Number: 231052 MRI 111

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

Notary Public:


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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *Corrado Buccheri*

Owner/Entity Name:

Irma Fishing LLC

Name of Authorized Representative (print):

Corrado Buccheri

Title: Agent

List all permits including those listed in 4.

Permit Number: 222427 MRI 288

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

Notary Public:

The Commonwealth of Massachusetts

On this 30th day of NOVEMBER, 2011.

MASS DRIVERS LICENSE

personally appeared before me, and proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document in my presence.



*William H. Macchi*  
WILLIAM H. MACCHI, Notary Public  
My Commission Expires February 2, 2018

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Horizon Doc/Reg # 1082564

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Jam Fishing Corp

Name of Authorized Representative (print):

Corrado Buccheri

Title: president

List all permits including those listed in 4.

Permit Number: 321113 MRI 248

Permit Number: 100409 MRI 2192

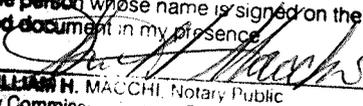
Permit Number: 330176 MRI 735

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

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

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

Notary Public:

**The Commonwealth of Massachusetts**  
On this 30TH day of November, 2011.  
MASS DRIVERS LICENCE  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were  
to be the person whose name is signed on the preceding or  
attached document in my presence.  
  
**WILLIAM H. MACCHI, Notary Public**  
My Commission Expires February 2, 2018

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

~~DRAFT~~ FINAL -

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Jenny G.</u>	Doc/Reg #	<u>519105</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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
~~DRAFT~~ FINAL

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

Signature of Authorized Representative:

x. Vito Giacalone

Owner/Entity Name:

Renegade Fishing LLC

or  
G&N Fishing Corporation

Name of Authorized Representative (print):

Vito Giacalone

Title: owner/president

List all permits including those listed in 4.

Permit Number: 320673 MRI 347

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

Notary Public:

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

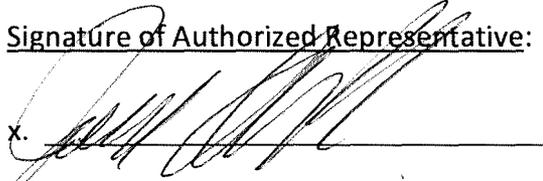
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

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

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

Signature of Authorized Representative:

X. 

Owner/Entity Name:

Emily Inc

Name of Authorized Representative (print):

JOSEPH ORLANDO

Title: Pres

List all permits including those listed in 4.

Permit Number: 149626 MRI 330

Permit Number: 149675 MRI 498

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

Notary Public:

The Commonwealth of Massachusetts

On this 28<sup>th</sup> day of November, 2011,  
before me, the undersigned notary public, personally appeared  
JOSEPH ORLANDO  
proved to me through satisfactory evidence of identification, which were Mississauga  
to be the person whose name is signed on the preceding or attached document and  
acknowledged to me that he/she signed it voluntarily for its stated purpose.

 ANTONINA GROPPA, Notary Public  
My Commission Expires March 11, 2016

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

[ ]

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Padre Pio</u>	Doc/Reg #	<u>632107</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

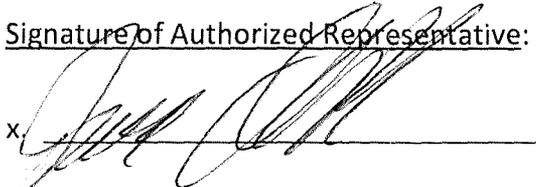
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Maria SS DeLume Corp

Name of Authorized Representative (print):

JOSEPH ORLANDO

Title: Pres

List all permits including those listed in 4.

Permit Number: 310394 MRI 512

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

Notary Public:

**The Commonwealth of Massachusetts**

On this 25 day of November 2011

before me, the undersigned notary public, personally appeared

JOSEPH ORLANDO

proved to me through satisfactory evidence of identification, which were drivers license

to be the person whose name is signed on the preceding or attached document and

acknowledged to me that he/she signed it voluntarily for its stated purpose.



ANTONINA GROPPA, Notary Public  
My Commission Expires March 11, 2016

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *John Sharkey*

Owner/Entity Name:

SELF

Name of Authorized Representative (print):

John Sharkey

Title: Owner

List all permits including those listed in 4.

Permit Number: 113476 MRI 2533

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

*RK Foster*

Notary Public:

My Comm Exp.  
6/29/2018



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Mystakebody</u>	Doc/Reg #	<u>NH8883 BB</u>
Fishing Vessel Name	<del>XXXXXXXXXX</del>	Doc/Reg #	<del>XXXXXXXXXX</del>
Fishing Vessel Name	<del>XXXXXXXXXX</del>	Doc/Reg #	<del>XXXXXXXXXX</del>

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x.

Owner/Entity Name:

Name of Authorized Representative (print):

Title:

List all permits including those listed in 4.

Permit Number: 146860 MRI 1818

Permit Number: 150322 MRI 1722

Permit Number: 150703 MRI 185

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

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

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

*Leslie E. Hawthitt*  
Notary Public: *Comm exp*  
*10/13/13*



NORTHEAST FISHERY SECTOR II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
~~DRAFT~~ Final

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Judith Lee Rose Doc/Reg # M159234/AX  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
~~DRAFT~~ Final

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Gloucester Fishing Community  
Preservation Fund

Name of Authorized Representative (print):

Vito Giacalone

Title:

pres

List all permits including those listed in 4.

Permit Number: 151165 MRI 68

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

Notary Public:

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name F/V Jolie Ann II Doc/Reg # ME 120 NT

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x.

Owner/Entity Name:

Jillity, L.L.C.

Dennis P Robillard Jr  
Name of Authorized Representative (print):

Dennis P. Robillard Jr

Title: owner/operator

List all permits including those listed in 4.

Permit Number: 149582 MRI 1578

Permit Number: 150236 MRI 1957

Permit Number: 150006 MRI 411

Permit Number: 150566 MRI 149

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

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

Notary Public:

Kerri L Choate





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

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

Signature of Authorized Representative:

x. *D. P. Will*

Owner/Entity Name:

Boat Herin Choker

Name of Authorized Representative (print):

DAVID WILLIAMS

Title: OWNER

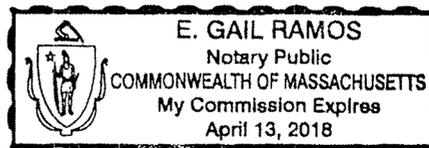
List all permits including those listed in 4.

Permit Number: 231688 MRI 1532

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

Notary Public:

*E. Gail Ramos*



*[Faint circular stamp]*

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Hattie May Doc/Reg # MS 9415AH  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Louise M. Holt

Owner/Entity Name:

Louise Holt / Katie May

Name of Authorized Representative (print):

Louise Holt

Title: Owner

List all permits including those listed in 4.

Permit Number: 125795 MRI 1486

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

Notary Public:

Joyce L. Heal

JOYCE L. HEAL  
Notary Public - New Hampshire  
My Commission Expires January 24, 2012

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Lady Jane Doc/Reg # \_\_\_\_\_

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. Christine Sherman

Owner/Entity Name:

F/V SCM INC.

Name of Authorized Representative (print):

Christine Sherman

Title: President

List all permits including those listed in 4.

Permit Number: 330338 MRI 802

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

[Signature] 11/29/11  
Notary Public: Fabrice W. McCormick  
Comm. exp. Jun 18, 2015

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

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

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

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3. Member acknowledges that; NEFS II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Lily Jean Doc/Reg # 509 307  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Lily Jean Corporation

Name of Authorized Representative (print):

Accursio Santilippo

Title: Pres.

List all permits including those listed in 4.

Permit Number: 330271 MRI 1878

Permit Number: 149606 MRI 773

Permit Number: 149590 MRI 2352

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

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

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

Notary Public:

*Subscribed & sworn to before  
me this 29th day of November 2011*

*Marie A. Silva*



MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2012

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>RUTH D</u>         | Doc/Reg # | <u>MS 2912YY</u>    |
| Fishing Vessel Name | <del>AMBER JOHN</del> | Doc/Reg # | <del>MS 344FR</del> |
| 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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *Lisa DelTorchio*

Owner/Entity Name:

*Lisa DelTorchio*

Name of Authorized Representative (print):

LISA DelTorchio

Title: *Owner/President*

List all permits including those listed in 4.

Permit Number: *10688* MRI *1798*

Permit Number: *124630* MRI *47848*

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

Notary Public:

**The Commonwealth of Massachusetts**

On this *six* day of *November* *2011*  
before me, the undersigned notary public, personally appeared  
*Lisa DelTorchio*  
proved to me through satisfactory evidence of identification, which were  
to be the person whose name is signed on the preceding or attached document and  
acknowledged to me that he/she signed it voluntarily for its stated purpose.



*Ruth E. Wagner*

RUTH E. MAGNER, Notary Public  
My Commission Expires July 25, 2014



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 LITTLE SANDRA Doc/Reg # 250185  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Frances LeGrand

Owner/Entity Name:

LITTLE SANDRA CORP.

Name of Authorized Representative (print):

FRANCES LeGrand

Title: Pres.

List all permits including those listed in 4.

Permit Number: 250009 MRI 314

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

Notary Public:

Almiris Contreras



**ALMIRIS M. CONTRERAS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Marica G.S. Doc/Reg # 684432

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Di Sans Jr. Fisheries

Name of Authorized Representative (print):

Joseph Santilippo

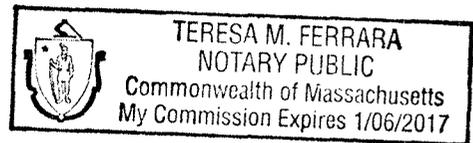
Title: President / Captain

List all permits including those listed in 4.

Permit Number: 231209 MRI 187

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

Notary Public: 



\*

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Harvest Moon Doc/Reg # 1044860  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

Mark W. Carroll

Owner/Entity Name:

F/V Harvest Moon, Inc.

Name of Authorized Representative (print):

Mark Carroll

Title: President

List all permits including those listed in 4.

Permit Number: 214761 MRI 1734

Permit Number: 139304 MRI (5)

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

Notary Public:

Almiris M. Contreras



ALMIRIS M. CONTRERAS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2017



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

~~[DRAFT]~~

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Mary and Josaphine Doc/Reg # 603558  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Vincenzo Russo

Owner/Entity Name:

P&V Fishing Corp

Name of Authorized Representative (print):

Vincenzo Russo

Title: Treasurer

List all permits including those listed in 4.

Permit Number: 320695 MRI 669

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

Notary Public:

*Subscribed & Sworn to before me  
this 29th day of November 2011*

*Marie A. Silva*



MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2011

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

~~[DRAFT]~~

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Mess Trish II Doc/Reg # 615489  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Vincent Russo

Owner/Entity Name:

Russo Fishing Corp

Name of Authorized Representative (print):

Vincenzo Russo

Title: President

List all permits including those listed in 4.

Permit Number: 410242 MRI 1043

Permit Number: 150909 MRI 34

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

Notary Public:

*Subscribed & sworn to before me  
this 29th day of November 2011*

*Marie A. Silva*



MARIE A. SILVA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 18, 2012

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *[Handwritten Signature]*

Owner/Entity Name:

*Stefania Noto*

Name of Authorized Representative (print):

*Stefania Noto*

Title: *DDAS*

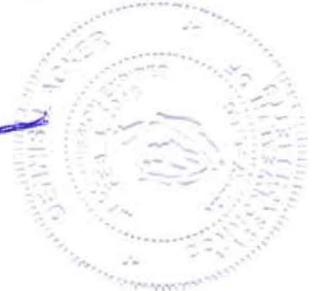
List all permits including those listed in 4.

Permit Number: *150203* MRI *593*

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

Notary Public:

*[Handwritten Signature]*



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

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

[DRAFT]

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 NORTHSTAR EDGE Doc/Reg # ~~3330~~ 982762

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *[Handwritten Signature]*

Owner/Entity Name:

Norther Edge Inc

Name of Authorized Representative (print):

Ellis BATSOU

Title: Secretary

List all permits including those listed in 4.

Permit Number: 310729 MRI 2119

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

Notary Public: Victoria M. Tibbetts

VICTORIA M. TIBBETTS  
NOTARY  
STATE OF MAINE  
COMMISSION EXPIRES 8-19-16



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. Ado Tedoni

Owner/Entity Name:

PAJAM Fishing Corp

Name of Authorized Representative (print):

Corrado Buccheri

Title: President

List all permits including those listed in 4.

Permit Number: 149535 MRI 259

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

Notary Public:

**The Commonwealth of Massachusetts**  
On this 30th day of NOVEMBER 2011.  
MASS DRIVERS LICENSE  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were \_\_\_\_\_  
to be the person whose name is signed on the preceding or  
attached document in my presence.  
William H. Macchi  
**WILLIAM H. MACCHI, Notary Public**  
My Commission Expires February 2, 2018

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

~~DRAFT~~

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of Nov, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Rambin Rose Doc/Reg # 590228  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Rose Treacy

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Rose Treacy

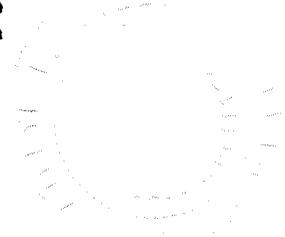
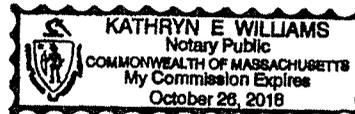
Title: owner

List all permits including those listed in 4.

Permit Number: 230373 MRI \_\_\_\_\_

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

Notary Public:



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Janey + Joseph Doc/Reg # 535793  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Gal Ben Filippo

Owner/Entity Name:

Gal Ben Filippo

Name of Authorized Representative (print):

Gal Ben Filippo

Title: Treas.

List all permits including those listed in 4.

Permit Number: 320233 MRI 490

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

Notary Public:

James Proento  
Commission Expires: 5/21/2015

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Vincien Doc/Reg # 909375  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Salvatore Novello

Owner/Entity Name:

Vincie N Inc.

Name of Authorized Representative (print):

Salvatore Novello

Title: President

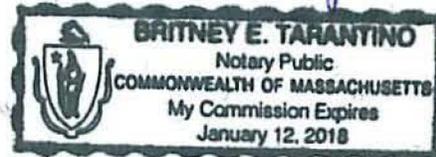
List all permits including those listed in 4.

Permit Number: 251683 MRI 370

Permit Number: 001500 MRI \_\_\_\_\_

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

Notary Public: Britney E. Tarantino



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. Vito Giacalone

Owner/Entity Name:

G2N Fishing Corp

Name of Authorized Representative (print):

Vito Giacalone

Title: president

List all permits including those listed in 4.

Permit Number: 151270 MRI 825

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

Notary Public:

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name F/U TUNA TOM Doc/Reg # 688789  
Fishing Vessel Name ~~XXXXXXXXXX~~ Doc/Reg # ~~XXXXXXXXXX~~  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Sebastian C. Brancaleone

Owner/Entity Name:

PRESIDENT

Name of Authorized Representative (print):

SEBASTIAN C. BRANCALEONE

Title: PRESIDENT

List all permits including those listed in 4.

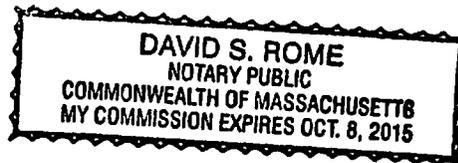
Permit Number: 240998 MRI ~~13003~~ 1610

Permit Number: 150702 MRI ~~93884~~ 2091

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

Notary Public:

Witness 11/22/11  

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 SPECIAL K Doc/Reg # 668249  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x: 

Owner/Entity Name:

A & T FISHERIES

Name of Authorized Representative (print):

EDWARD E. SMITH

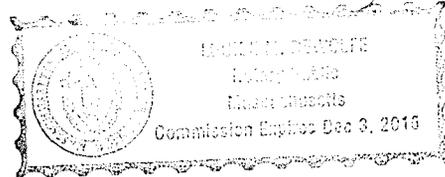
Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 24D 896 MRI 133

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

Notary Public:   
November 30 2011



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Grace Marie Doc/Reg # 591608  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. [Signature]

Owner/Entity Name: [Signature]

A.G.V. Company, Ltd

Name of Authorized Representative (print):

Sebastian Noto

Title: President

Stefanie Noto, Treasurer

List all permits including those listed in 4.

Permit Number: 330260 MRI 769

Permit Number: 150345 MRI 470

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

Notary Public:

[Signature]



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

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

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

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

Non-Active Member

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

*Continued on next page*

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

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

Signature of Authorized Representative:

x. *Stefano Noto*

Owner/Entity Name:

*Stefano Noto*

Name of Authorized Representative (print):

*Stefano Noto*

Title: *Owner*

List all permits including those listed in 4.

Permit Number: *150203* MRI *593*

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

Notary Public:

*Dennis J. Acker*



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

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 KRISTINE MARIE Doc/Reg # 973012  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. *St Wajcicki*

List all permits including those listed in 4.

F Permit Number: 241557 MRI 1756

Owner/Entity Name:

DBA F/V KRISTINE MARIE

S Permit Number: 142469 MRI \_\_\_\_\_

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

Name of Authorized Representative (print):

STEVEN Wajcicki

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

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

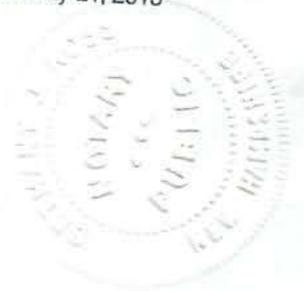
Title: owner/operator

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

Notary Public:

*Bethany J. Ross*

BETHANY J. ROSS, Notary Public  
My Commission Expires May 21, 2013



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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Terminator Doc/Reg # 606127  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Paul A. Theriault

Owner/Entity Name:

F/r Terminator

Name of Authorized Representative (print):

Paul Theriault

Title: Owner

List all permits including those listed in 4.

Permit Number: 230418 MRI 160

Permit Number: 151137 MRI 178

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

Notary Public:

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 midnight sun Doc/Reg # 105 1185  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Lisa T Corp

Name of Authorized Representative (print):

Thomas Testaverde

Title: CAPTAIN

List all permits including those listed in 4.

Permit Number: ~~200506~~ MRI 844

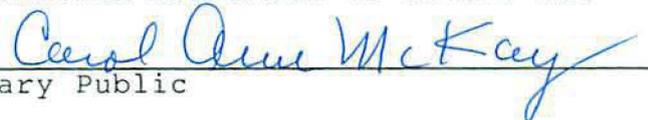
Permit Number: 310995 MRI \_\_\_\_\_

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

Notary Public:

Commonwealth of Massachusetts  
Essex, ss. November 21, 2011

Subscribed and sworn to before me,

  
Notary Public



CAROL ANN MCKAY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 13, 2018

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name MISS SANDY Doc/Reg # 554149  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT  
[DRAFT]

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

Signature of Authorized Representative:

x. Vincenzo Taormina

Owner/Entity Name:  
TAORMINA Fishing Corp  
Vincenzo Taormina

Name of Authorized Representative (print):

VINCENZO TAORMINA

Title: PRESIDENT

List all permits including those listed in 4.

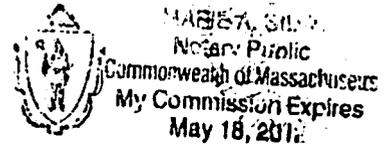
Permit Number: 250313 MRI 373

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

Notary Public:

*Subscribed & sworn to before me  
this 15th day of November 2011*

*Maie A Silva*



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

<sup>2012</sup>~~2011~~ THIS ADHERENCE AGREEMENT is entered into as of this 19 day of April,  
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 II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

Ruth D II

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. SL Noto

Owner/Entity Name:

Sebastian Noto

Name of Authorized Representative (print):

Sebastian Noto

Title: Owner

List all permits including those listed in 4.

Permit Number: 151355 MRI 1798

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

Notary Public:

Rosa Paul  
epries 3/11/2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of April, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 OLIVA JOAN Doc/Reg # 583241

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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Ray Loftstad Jr*

Owner/Entity Name:

Springville Fisheries

Name of Authorized Representative (print):

Raymond Loftstad Jr

Title: owner

List all permits including those listed in 4.

Permit Number: 310981 MRI

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

Sworn to before me  
April 27, 2012

Notary Public: *[Signature]*

CASEY L. LOETSCHER  
Notary Public, State of New York  
No. 01LO6216402  
Qualified in Suffolk County  
Commission Expires 01/19/14

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

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

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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 Orion Doc/Reg # 611248  
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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Giuseppe Dimaio*  
Owner/Entity Name:

Princess Diana 1 inc.

Name of Authorized Representative (print):

Giuseppe Dimaio

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

List all permits including those listed in 4.

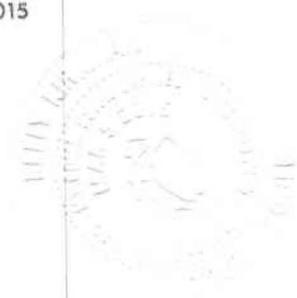
Permit Number: 330583 MRI 907

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

Notary Public: *Kelley Kirkman* 4/11/12



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



CMB APPROVED 1825-0027  
EXPIRATION DATE:

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD CG-1340 (REV. 08/04)		<b>BILL OF SALE</b>		THIS SECTION FOR COAST GUARD USE ONLY	
1. VESSEL NAME <b>ORION</b>		2. OFFICIAL NUMBER OR HULL ID NUMBER <b>611248</b>			
3. NAME(S) AND ADDRESS(ES) OF SELLER(S):  Orion Venture, LLC 114 MacArthur Drive New Bedford, MA 02740				100%	
3A. TOTAL INTEREST OWNED (IF LESS THAN 100%) _____ %				RECORDED: BOOK: _____ PAGE: _____ PORT (IF NOT FILING PORT) DOCUMENTATION OFFICER	
4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH:  Princess Diana 1, Inc. 110 Commercial Street Gloucester, MA 01930					
4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED) _____ %					
4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.  <input type="checkbox"/> JOINT TENANCY WITH RIGHT OF SURVIVORSHIP <input type="checkbox"/> TENANCY BY THE ENTIRETIES <input type="checkbox"/> COMMUNITY PROPERTY <input type="checkbox"/> OTHER (DESCRIBE)					
5. CONSIDERATION RECEIVED: (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)					
6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.  VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.					
7. SIGNATURES OF SELLER (S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S). Orion Venture, LLC  by: <u>Carlos Rafael</u> Signature				8. DATE SIGNED <u>3/15</u> 2012	
9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)  Carlos Rafael - Managing Member					
10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS.)  ON <u>March 15</u> , 2012 (DATE) THE PERSON(S) NAMED IN SECTION 9 STATE: <u>MA</u> ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT COUNTY: <u>Bristol</u> IN THEIR STATED CAPACITY(IES) FOR THE PURPOSES THEREIN CONTAINED.  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">         Notary Public        Commonwealth of Massachusetts        My Commission Expires        January 25, 2013     </div> <div style="text-align: right;">       NOTARY PUBLIC: <u>[Signature]</u>        MY COMMISSION EXPIRES: <u>1-25-2013</u> </div> </div>					

REVERSE OF CG-1340 (REV. 08/04)

(COMPLETE THIS SECTION ONLY IF VESSEL HAS NEVER BEEN DOCUMENTED AND DOES NOT HAVE A HULL IDENTIFICATION NUMBER.)

VESSEL DATA

A. BUILDER

B. BUILDER'S HULL NUMBER

C. FORMER NAME(S)

D. FORMER MOTORBOAT NUMBERS

E. FORMER ALIEN REGISTRATIONS

F. DIMENSIONS: L=

B=

D=

G. PERSON FROM WHOM SELLER OBTAINED VESSEL

*Huber Isreal*  
SIGNATURE OF SELLER

WARRANTIES/APURTENANCES/LIMITATIONS/EXCEPTIONS

Vessel's Name: ORION

Official No. 011248

Federal Fisheries Permit: 410220

Said Vessel is sold as is and where is with no warranty as to condition or of fitness for any particular use. Seller represents and warrants that said vessel is sold free and clear of all claims, liens, encumbrances of every kind and nature, maritime or otherwise and Seller agrees to indemnify and hold Buyer harmless from any and all such claims, lines and encumbrances and for any cost and expense, including legal fees, which Buyer may incur in connection therewith. Seller hereby does not transfer any rights, title and interest in Federal Fishing Permit No. 410220 including, catch records and fishing history with the right to access information deemed to be confidential pursuant to 16 U.S.C. 1801a(b). *MR* Please Initial

INSTRUCTIONS

1. INDICATE CURRENT DOCUMENTED NAME. (IF VESSEL HAS NEVER BEEN DOCUMENTED SELLER MUST COMPLETE AND SIGN DATA SECTION ABOVE.)
2. INDICATE OFFICIAL NUMBER AWARDED TO VESSEL OR HULL IDENTIFICATION NUMBER ASSIGNED BY MANUFACTURER. (IF THE VESSEL HAS NO HULL IDENTIFICATION NUMBER AND HAS NEVER BEEN DOCUMENTED, SELLER MUST COMPLETE AND SIGN THE VESSEL DATA SECTION ABOVE.)
3. INSERT NAMES AND ADDRESSES OF ALL PERSONS SELLING VESSEL, ALONG WITH TOTAL INTEREST OWNED BY THOSE PERSONS IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE SELLERS.
- 3A. SELF-EXPLANATORY.
4. INSERT NAMES AND ADDRESSES OF ALL BUYERS, ALONG WITH THE INTEREST TRANSFERRED TO EACH. IF THERE IS MORE THAN ONE BUYER AND NO DIVISION OF INTEREST IS SHOWN, THIS BILL OF SALE WILL RESULT IN EACH BUYER HOLDING AN EQUAL INTEREST. (IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE BUYERS.)
- 4A. SELF-EXPLANATORY.
- 4B. CHECK ONE OF THE BLOCKS TO CREATE A FORM OF OWNERSHIP OTHER THAN A TENANCY IN COMMON. IF "OTHER" IS CHECKED, THE FORM OF OWNERSHIP MUST BE DESCRIBED.
5. OPTIONAL IF THE AMOUNT PAID FOR THE VESSEL IS INSERTED, IT WILL BE NOTED ON THE VESSEL'S GENERAL INDEX.
6. SELF-EXPLANATORY. USE "REMARKS" SECTION ABOVE IF VESSEL IS NOT SOLD FREE AND CLEAR, OR TO LIST VESSEL APURTENANCES WHICH ARE NOT SOLD WITH THE VESSEL.
7. SELF-EXPLANATORY.
8. SHOW THE DATE ON WHICH THE INSTRUMENT IS SIGNED.
9. IN ADDITION TO THE PRINTED OR TYPED NAME OF THE SIGNER, SHOW WHETHER THAT PERSON WAS ACTING AS AN OWNER, AS AN AGENT FOR AN OWNER, AS TRUSTEE, AS THE PERSONAL REPRESENTATIVE OR EXECUTOR OF AN ESTATE, OR OTHER CAPACITY WHICH ENTITLED THAT PERSON TO SIGN THE BILL OF SALE.
10. ANY ACKNOWLEDGMENT IN SUBSTANTIAL COMPLIANCE WITH THE LAW OF THE STATE WHERE TAKEN MAY BE ATTACHED TO THIS INSTRUMENT IN LIEU OF THE PREPRINTED ACKNOWLEDGMENT.

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD.

1. **AUTHORITY.** SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC, CHAPTER 319 AND 48 CFR, PART 97.
2. **THE PRINCIPAL PURPOSES** FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:
  - (A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
  - (B) PLACEMENT OF THIS INSTRUMENT IN A BOOK FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.
3. **THE (S) USE** WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.
4. **DISCLOSURE OF THE INFORMATION** REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC, CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON EXCEPT THE GRANTOR OR A PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31921(A)).

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA, 25418, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1025-0027), WASHINGTON, DC 20503.

OMB APPROVED  
2115-0110

### BILL OF SALE

DEPARTMENT OF  
TRANSPORTATION  
U.S. COAST GUARD  
CG-1340 (REV. 9-92)

THIS SECTION FOR COAST GUARD USE ONLY

1. VESSEL NAME  
MERIDIAN

2. OFFICIAL NUMBER  
OR HULL ID NUMBER  
692947

3. NAME(S) AND ADDRESS(ES) OF SELLERS:

Armada Fishing Company, LLC  
c/o Andrew Kull, Esquire  
85 Exchange Street  
Portland, ME 04101

RECORDED:  
BOOK: PAGE:  
PORT (IF NOT FILING PORT)  
DOCUMENTATION OFFICER

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%) \_\_\_\_\_ %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH:

Lucy & Tyler, Inc.  
29 Lawndale Circle  
Gloucester, MA 01930

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED) \_\_\_\_\_ %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

- JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
- TENANCY BY THE ENTIRETIES
- COMMUNITY PROPERTY
- OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED:

(ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

8. DATE SIGNED

1/30/2012

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

Scott Varney, Sole Member of Armada Fishing Co. LLC

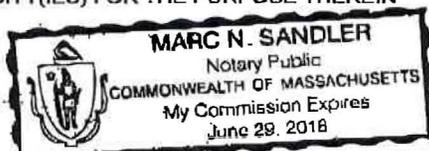
10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON January 30, 2012 (DATE) THE PERSON(S) NAMED IN SECTION 9

STATE: MASSACHUSETTS

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

COUNTY: ESSEX



NOTARY PUBLIC Marc N. Sandler

MY COMMISSION EXPIRES 6/29/2018



# UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

## CERTIFICATE OF DOCUMENTATION

VESSEL NAME LUCY		OFFICIAL NUMBER 692947	IMO OR OTHER NUMBER 8887117	YEAR COMPLETED UNKNOWN	
HAILING PORT GLOUCESTER, MA		HULL MATERIAL STEEL		MECHANICAL PROPULSION YES	
GROSS TONNAGE 132 GRT	NET TONNAGE 105 NRT	LENGTH 78.0	BREADTH 22.0	DEPTH 11.5	
PLACE BUILT UNKNOWN					
OWNERS LUCY & TYLER INC			OPERATIONAL ENDORSEMENTS FISHERY		
MANAGING OWNER LUCY & TYLER INC 29 LAWNDALE CIRCLE GLOUCESTER, MA 01930					
RESTRICTIONS NONE					
ENTITLEMENTS COASTWISE & FISHERY - FORFEIT					
REMARKS NONE					
ISSUE DATE FEBRUARY 01, 2012		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES FEBRUARY 28, 2013					
		RW 1468874			

APR 18 2005



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
NORTHEAST REGION  
One Blackburn Drive  
Gloucester, MA 01930

## CONFIRMATION OF PERMIT HISTORY (CPH)

Date Issued: 04/14/2005

History Owner: B & N Fishing Gear, Inc.

Vessel Name: Two Friends

Permit Number: 330176

Doc/Reg Number: 569879

This confirms that you have retained the above-named vessel's limited access fishing rights and fishing permit history in the **American Lobster, and Northeast Multispecies (Category A)** fisheries. Issuance of this CPH preserves the eligibility of this history owner to apply for limited access permits for a replacement vessel based on the this vessel's fishing and permit history, subject to the replacement provisions.

This CPH will remain valid until the above vessel's fishing and permit history are used to qualify a vessel for a limited access permit.

**Please retain this confirmation for your records.** If you have questions concerning this confirmation, please call the Northeast Region information line at 978-281-9278.

Sincerely,

Patricia A. Kurkul  
Regional Administrator



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

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of April, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS II (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 II has adopted March 31, 2012 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS II 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>Lucy</u>	Doc/Reg #	<u>692947</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 II  
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Lucy + Tyler, Inc.

Name of Authorized Representative (print):

\_\_\_\_\_

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

List all permits including those listed in 4.

Permit Number: 330176 MRI 735

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

Notary Public: Kelly Kirkman 4.23.12



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





**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

**COTTONE, INC. Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Domestic Profit Corporation:** COTTONE, INC.

**The name was changed from:** PETER AND JOSEPHINE, INC. on 11/5/1997

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 042462183

**Date of Organization in Massachusetts:** 01/27/1970

**Current Fiscal Month / Day:** 11 / 30

**Previous Fiscal Month / Day:** 00 / 00

**The location of its principal office:**

No. and Street: R78 COMMERCIAL STREET  
 City or Town: GLOUCESTER State: MA Zip: 01930 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:  
 No. and Street:  
 City or Town: State: Zip: Country:

**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	GRACE COTTONE	27 RESERVOIR RD. GLOUCESTER, MA USA 27 RESERVOIR RD. GLOUCESTER, MA USA	
TREASURER	FRANK COTTONE	27 RESERVOIR RD. GLOUCESTER, MA USA 27 RESERVOIR RD. GLOUCESTER, MA USA	
SECRETARY	GRACE COTTONE	27 RESERVOIR RD. GLOUCESTER, MA USA 27 RESERVOIR RD. GLOUCESTER, MA USA	

**business entity stock is publicly traded:**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	<i>Num of Shares</i>

No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.

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

**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**



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**F/V SCM, INC. Summary Screen**



Help with this form

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**The exact name of the Domestic Profit Corporation:** F/V SCM, INC.

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 042845169

**Old Federal Employer Identification Number (Old FEIN):** 000210413

**Date of Organization in Massachusetts:** 07/31/1984

**Current Fiscal Month / Day:** 12 / 31

**Previous Fiscal Month / Day:** 00 / 00

**The location of its principal office:**

No. and Street: 95 CONCORD STREET  
 City or Town: GLOUCESTER State: MA Zip: 01930 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: CHRISTINE SHERMAN  
 No. and Street: 95 CONCORD ST  
 City or Town: GLOUCESTER State: MA Zip: 01930 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	CHRISTINE A. SHERMAN	95 CONCORD ST., GLOUCESTER, MA USA 95 CONCORD ST., GLOUCESTER, MA USA	
TREASURER	CHRISTINE A. SHERMAN	95 CONCORD ST., GLOUCESTER, MA USA 95 CONCORD ST., GLOUCESTER, MA USA	
SECRETARY	CHRISTINE SHERMAN	95 CONCORD ST., GLOUCESTER, MA 01930 USA 95 CONCORD ST., GLOUCESTER, MA 01930 USA	

**business entity stock is publicly traded:**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	

No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.

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**



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**MARIA S.S. DEL LUME, INC. Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Domestic Profit Corporation:** MARIA S.S. DEL LUME, INC.

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 042578325

**Date of Organization in Massachusetts:** 12/16/1975

**Current Fiscal Month / Day:** 10 / 31

**Previous Fiscal Month / Day:** 00 / 00

**The location of its principal office:**

No. and Street: 7 BIRCH GROVE HEIGHTS  
 City or Town: GLOUCESTER State: MA Zip: 01930 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: JOSEPH ORLANDO  
 No. and Street: 7 BIRCH GROVE HEIGHTS  
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

**The officers and all of the directors of the corporation:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
PRESIDENT	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS, GLOUCESTER, MA USA	
TREASURER	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS, GLOUCESTER, MA USA	
SECRETARY	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS, GLOUCESTER, MA USA	
DIRECTOR	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS, GLOUCESTER, MA 01930 USA	

**business entity stock is publicly traded:**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	100	\$0.00	100
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.**

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**Comments**



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**II NORTHEAST FISHERY SECTOR, INC. Summary Screen**



Help with this form

Request a Certificate

**The exact name of the Nonprofit Corporation:** II NORTHEAST FISHERY SECTOR, INC.

**Entity Type:** Nonprofit Corporation

**Identification Number:** 001003602

**Date of Organization in Massachusetts:** 05/26/2009

**Current Fiscal Month / Day:** /

**Previous Fiscal Month / Day:** 12 / 31

**The location of its principal office in Massachusetts:**

No. and Street: 4 PARKER STREET  
 City or Town: GLOUCESTER State: MA Zip: 01930 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:

**The name and address of the Resident Agent:**

Name: VITO GIACALONE  
 No. and Street: 10 WITHAM STREET  
 City or Town: GLOUCESTER State: MA Zip: 01930 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	JOSEPH ORLANDO	108-110 COMMERCIAL STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
TREASURER	RUSSELL SHERMAN	95 CONCORD STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	ALBERT COTTONE	8 LENDALL STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	ALBERT COTTONE	8 LENDALL STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	PAUL THERIAULT	9 HIGHLAND ROAD	Until successor is elected and qualified

		ROCKPORT, MA 01966 USA	
DIRECTOR	JOSEPH ORLANDO	108-110 COMMERCIAL STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	IGNAZIO SANFILIPPO	24 PINE STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	CLARK SANDLER	PO BOX 1171 GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	ACCURSIO SANFILIPPO	14 SAINT ANTHONY'S LANE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	VINCENZO RUSSO	6 FLEETS WOODS DRIVE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	RUSSELL SHERMAN	95 CONCORD STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

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

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- Articles of Consolidation - Foreign and Domestic
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