This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1st day of May, 2013 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

RECITALS

WHEREAS, under Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as “Amendment 13” and the plan shall be referred to as the “Plan”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

WHEREAS, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the National Marine Fisheries Service (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs are available to the Sector, and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

WHEREAS, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

WHEREAS, on April 9, 2010, Amendment 16 to the Northeast Multispecies Fishery Management Plan (“Amendment_16”) authorized new sectors, the allocation of other groundfish stocks to all sectors, and additional exemptions from fishery management regulations; and
**WHEREAS**, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members’ obligations thereunder, in order to incorporate changes promulgated by Amendment 16 and subsequent NMFS policies, and to account for the circumstances of the 2013 Fishing Year (“FY”).

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**Article I. Representations and Warranties of the Members.**

As of the date hereof, each of the Members represents and warrants to the other Members and the Sector that:

**Section 1.01. Sector Qualification.**
To be eligible and recognized, a sector must include three or more persons, none of whom have ownership interests in at least two other persons’ vessels in the sector. Having an ownership interest in a permit/vessel includes, but is not limited to, persons or entities who are shareholders, officers, or partners, in a corporation owning a permit/vessel; who are partners to a permit/vessel owner; or who, in any way, partly own a permit/vessel. Other factors that may indicate ownership interest include whether a permit/vessel owner derives any financial benefit, or exercises any control over, another permit/vessel. NMFS interprets permit ownership as including permits in Confirmation of Permit History (“CPH”). The Sector’s compliance with the ownership provision is included in Exhibit E.

**Section 1.02. Eligibility.**
To be eligible for participation in the Sector each Member must have been issued a valid limited access multispecies permit with or without documented landings of regulated species between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the “Qualifying Period”). Those Sector permits that committed to either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010 FY will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector permits will qualify under the previously-described Qualifying Period. Each such permit which the Member intends to enroll in the Sector is listed below such Member’s name on the signature pages and Exhibit B hereto (each, a “Permit”). Notwithstanding the list of Participating Vessels set forth on the signature pages hereto, for purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any given time.
Section 1.03. **Organization and Authority.**
Each Member (i) to the extent that it is an entity, is duly organized, validly existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

**Article II. Membership.**

Section 2.01. **Voluntary Membership.**
Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

Section 2.02. **Scope of Membership Obligations.**
The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels and not to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms hereof to the extent that such Permits or Participating Vessels are fishing commercially (i) with gear that is capable of harvesting regulated multispecies managed under the Plan. Notwithstanding the foregoing, each Member is required to provide the Manager with the information requested in Exhibit D, including but not limited to a list of all federal and state permits assigned to participating vessels. Sector Members, from time to time, may be permitted to participate in SAPs or any other pilot program, or to access any closures as authorized by NMFS. It may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules and regulations, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

Section 2.03. **Length of Commitment.**
Each Member hereby agrees to cause each of its Permits and any related Participating Vessels to remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the “Commitment Period”); provided, however, that if NMFS shall not approve the
Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member’s Commitment Period, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the last fishing year for which the Sector’s Operations Plan and Agreement shall have received approval from NMFS. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, (i) such Member shall be subject to penalties as described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit, any permit in which the Member has a business interest, and the related Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years following the date of such departure from the Sector. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Each Member acknowledges and agrees that 50 CFR 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member’s Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector. Notwithstanding the foregoing requirements, a Member that executes this Agreement prior to the time the final Annual Catch Entitlement (“ACE”) is provided to the Sector by NMFS, may terminate the Agreement without penalty within fourteen (14) days of the initial ACE has been promulgated by NMFS and/or the Council unless otherwise prohibited by Sector policy. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 2.04. New Members.
The owner of a permit that is eligible under the criteria set forth in Section 1.01 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is not so enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. Such application shall be made in writing and shall include evidence of eligibility. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be effective until such new Member has agreed in writing to be bound by, and to cause its Permit and/or Participating Vessel to comply with, the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 2.05. Permit Transfers.
Each Member agrees that so long as it is a party to this Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit not enrolled in an approved sector, and (iii) shall comply with the right of first refusal provisions of Section 2.06 hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual or entity (a “Transferee”) in compliance with the foregoing sentence, then (a) such Transferee shall only be permitted to participate in the Sector for the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year immediately following the Transfer Year, the Transferee must apply for admission to the Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance of all doubt, for the purposes of calculating a Member’s Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

Section 2.06. Right of First Refusal – Permanent Permit Transfer.
In the event that any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a “Transfer”) its Permit to any proposed Transferee who shall make a good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring Member shall first deliver to the Sector a written notice (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and the material terms and conditions upon which the proposed Transfer is to be made (the date on which the Sector receives the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Sector shall have a period of 5 business days following the First Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the Permit at the price and subject to the same material terms and conditions set forth in the First Refusal Notice. The Sector shall exercise its right to purchase or lease such Permit by delivering a written notice (“Election Notice”) to the Transferring Member within the Election Period. In the event that the Sector desires to purchase the Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an agreement for the benefit of the Sector, containing standard and customary representations, warranties, covenants and indemnities by the Transferring Member for the benefit of the Sector. If the Sector has not elected to purchase the Permit within the Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee; provided that such Transfer is on the
terms and conditions specified in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days following the termination of the Election Period, the Transferring Member may not Transfer the Permit without complying again with all the provisions of Section 2.05 and this Section 2.06. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 2.07. Membership Dues.
The Sector shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including but not limited to the payment of the Manager’s salary and payment of outstanding loans and debts), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 2.08. Disclosure Agreement.
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 the GB Cod Fixed Gear Sector 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, on an individual MRI and/or aggregated scale, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc) and all other information associated with the vessel, MRI #, and/or permit records. In addition, this information includes data for species not managed under the multispecies FMP.

All confidential Sector data may be released to the Sector Manager.

Article III. ADMINISTRATION

Section 3.01. Sector Manager.
The Board of Directors (the “Board”) of the Sector shall appoint a manager of
the Sector (the “Manager”), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. The Sector plans to maintain Eric O. Brazer Jr. as Manager for FY2013.

Section 3.02. Manager Authority.
The Manager shall have the authority (i) to monitor the activities of the Members and the Participating Vessels and to take such other actions as may be necessary to ensure compliance by the Members and their Permits and Participating Vessels with this Agreement and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, as well as applicable laws, rules and regulations, and (ii) subject to the authority of the Board or a committee delegated thereby pursuant to Section 3.03 of this Agreement, the Sector’s Bylaws or any other agreement relating to the Sector’s internal governance, to enforce this Agreement, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of Penalties (as hereinafter defined). The Manager shall also act as the liaison between NMFS and the Sector.

Section 3.03. Infractions Committee.
The Board shall appoint an Infractions Committee (the “Committee”) to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Committee shall be comprised of five (5) Members of the Sector. Board members shall not be eligible for appointment to the Committee. The Committee shall prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Board shall review and approve any Schedule of Penalties prepared and recommended by the Committee prior to the commencement of the fishing year for which such Schedule of Penalties has been prepared. If such a decision is not made prior to the start of the fishing year, the previous year’s Schedule of Penalties will remain in place. In addition, the Committee, on its own or at the request of a Manager or Member pursuant to Section 3.04 hereof, shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include requesting expulsion of the violating Member under Section 7.02 and issuing a “stop fishing” order against such Member.
Section 3.04. **Procedures for Investigations.**
In addition to the Manager’s authority to impose penalties under the Schedule of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager’s or Member’s opinion that an infraction occurred. The Committee shall operate as a “blind” committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, and the Manager, to investigate the matter further and to recommend action, if any, to the full Committee. Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector’s Bylaws) has occurred, it may, and is hereby given the authority to (in addition to the imposition of any penalties prescribed in the Schedule of Penalties), invoke sanctions, ranging from letters of warning to reductions in allocation of days-at-sea allotted (“DAS”) to the Member, its Permits and its Participating Vessels by the Sector, allocation seizures, or issue stop fishing orders. The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, the Framework Adjustment, Amendment 13 and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Committee action shall be taken in accordance with Section 7.04 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

Section 3.05. **Sector Reporting Requirements.**
Within 60 days of the end of the fishing year or at a time determined by NMFS, the Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the number of Sector vessels that fished for regulated groundfish, the permit and MRI numbers of those vessels, the number of vessels that fished for other species, the method used to estimate in-season discard rates as provided by NMFS, the landing ports used by Sector vessels while landing regulated groundfish, the harvest levels of all regulated groundfish species by Sector vessels (landings and discards by gear type), any enforcement actions taken against the Members, their Permits or Participating Vessels, and any other information requested by the Regional Administrator.
In addition to the annual report, the Manager shall, on a weekly, or daily, basis, transmit to NMFS the following reports:

**Sector Manager ACE Status Report:** The ACE Status Report provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16. Additionally, the Sector Manager Daily ACE Status Report provides the means for sector managers to report their ACE status calculations on a daily basis if either of two “trigger points” (thresholds) has been reached in the current fishing year (see below).

**Sector Manager Detail Report:** The Sector Manager Detail Report provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.

**Sector Manager Trip Issue Report:** The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement or other issues. The sector manager submits one Issue Report per reporting period.

The NMFS JIRA issue tracking application should be used to report all data quality issues to the appropriate personnel for research and correction activities. Provided the issues are directed to the appropriate personnel in a timely manner and that claimed corrections are actually completed to the satisfaction of the Sector, JIRA may allow issues to be well-monitored throughout the correction process.

More detailed information on the requirements for the weekly reports can be found in the Fisheries Data Services Division (FDSD) Publication: “Preparing the Sector Manager Report,” available online at [www.nero.noaa.gov/sfd/SectorManagers.html](http://www.nero.noaa.gov/sfd/SectorManagers.html)

Weekly reports will include any enforcement or reporting compliance issues, including violations of Sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

Such administrative provisions include but are not limited to internal Sector reporting and financial requirements, and general violations of internal Sector agreements/policies.

The reporting frequency for the sector manager’s ACE Status Report will be increased to daily when 90% of any of the sector’s ACEs is reached. An alternative threshold for increasing reporting frequency may be implemented during FY 2013 if agreed upon by the sector and NMFS.
The Manager will submit required reports using the format and procedure prescribed by NMFS.

Section 3.06. **Inshore Gulf of Maine (GOM) Declaration Program.**
Contingent upon implementation and enforcement of this provision by 100% of the additional approved sectors in FY2013, Members agree to the following:

- For the purpose of this declaration, the portion of Broad Stock Area (BSA) 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as “Inshore GOM.”
- When an observer/monitor is onboard:
  - The Members may declare and fish in all Broad Stock Areas (BSAs), including the portion of BSA1 defined as the Inshore GOM defined in this section, and fishing activity may occur in any declared BSA.
- When an observer/monitor is not onboard:
  - If the Members intend to fish West of the 70:15 in the area described above as the Inshore GOM, at any time during the trip, the Member must declare BSA 1 only, and the Member may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.
  - If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and include “IGOM” in the “Comments” section of the Trip Start Hail.

**Article IV. ANNUAL CATCH ENTITLEMENT / QUOTA MONITORING.**

Section 4.01. **Sector Allocation.**
The Sector will be allocated an ACE of all regulated groundfish stocks pursuant to Amendment 16. Such allocation shall include stocks that are managed under the terms of the US/CA Resource Management Understanding (“EUSCA”), as applicable. For those permits that committed to the Sector as of March 1, 2008, the proportional Sector ACE will be calculated based on landings of GB cod during the period FY 1996-FY 2001, divided by the total landings of GB cod during that period. For all other Sector permits, the proportional ACE will be calculated based on the landings of GB cod during the period FY 1996-FY 2006, divided by the total landings of GB cod during that period but proportionately reduced by the amount of the permits that received PSCs based on landings of GB cod during the period FY 1996-FY 2001. Sector ACE for additional groundfish stocks (i.e. not GB cod) allocated by Amendment
will be based on the landings history of each permit during the time period FY 1996-FY 2006.

Section 4.02. Annual Distribution. Each Member hereby acknowledges and agrees that the ACE of all stocks, as authorized by Amendment 16, the Framework Adjustment and NMFS to the Sector, shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of regulated groundfish stocks allocated by Amendment 16 equal to, but not greater than, the ACE for each stock, as further set forth on Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at any time during the fishing year the Board determines that the ACE may not be fully harvested, the Board shall, subject to the provisions of Section 4.02, redistribute the ACE, through weekly quota targets or otherwise, to ensure that the ACE is fully harvested. In addition, to the extent that the ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted ACE through DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly harvested by the Members.

Prior to the commencement of the FY, the Board shall make an initial distribution of the Sector’s ACE to Members based on the Members’ fishing history. After the initial allocation of individual ACE is made, and at any time during the fishing year, Members are free to pool, transfer, or lease any ACE attributed to their Permit(s) to any other Member subject to advance approval of Manager. Such requests shall be made in writing to the Manager in a timely manner. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Members with or without ownership interests in multiple Permits may consolidate individual ACE to harvest from a single or fewer vessels. Such consolidation shall be approved by the Manager prior to validation, and requests shall be made to the Manager in a timely manner. ACE from Vessels designated as “Lease Only” (Exhibit D) may by leased by Vessels designated as “Active Commercial Groundfish.” Vessels that plan to target species other than allocated groundfish (i.e. Spiny Dogfish, Winter Skate) may redistribute ACE to those Vessels that plan to target allocated groundfish, while maintaining enough ACE to cover actual and assumed non-target interactions.

In FY2012, approximately 35% of the permits enrolled in the Sector for FY2013 are attached to vessels actively fishing for NE multispecies. For FY 2013, the Sector has TBD permits currently enrolled. Of these permits, TBD or TBD% are anticipated to actively fish for NE groundfish in FY 2013. While these
numbers may change, the Sector expects that, compared to FY 2012, there would be little change from the consolidation that previously occurred among Members during FY2012. The member permits that are not attached to active NE multispecies vessels in FY2013 are the same permits that leased out their ACE in FY2012. In most cases, a Member who owns multiple permits fished the ACE (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 little-to-no additional consolidation.

Section 4.03. Reserve.
Each Member agrees that the Board shall, in its sole discretion, establish a reserve for each allocated stock in order to ensure that the Sector remains in compliance with its ACE limits; provided, however, that such reserves shall not exceed twenty (20) percent of any ACE. The amount of the reserve shall be deducted at the beginning of the fishing year from each Member’s permit on a pro rata basis once ACE has been distributed to the Members. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 4.04. Release of Reserve.
If the Board, subsequent to the establishment of a reserve pursuant to Section 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will be fully harvested by the Participating Vessels, the Board shall, at its discretion, release and authorize the harvesting of the reserve so as not to exceed the ACE for any species unless additional ACE can be acquired. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 4.05. ACE Transfer.
Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit to another sector, that Member shall submit an ACE transfer request to the Manager in writing at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days may be accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified. Any ACE transfer must adhere to any internal transfer policies, including but not limited to a Right of First Refusal policy, as approved by the Board. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 4.06. ACE Carryover.
If the Sector expects to have unused ACE at the end of the fishing year, an
Section 4.07. **ACE Overage.**
The Sector is responsible for preventing ACE overages during the fishing year. The Sector must cease all fishing operations in the appropriate stock area when the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. NMFS may find Members and the Sector jointly and severally liable for, among other violations, any ACE overage and may assess penalties accordingly. If ACE is exceeded, the overage shall be deducted from the following year’s ACE.

An ACE overage is defined as the catches by Sector vessels that exceed the ACE possessed by the Sector after considering all ACE transfers that take place for the current FY (including those that occur up to 2 weeks into the following FY, as allowed by the NMFS ACE transfer provisions).

The Member is responsible for preventing individual ACE overages during the fishing year. The Member must cease all fishing operations in the appropriate stock area when the Member achieves or exceeds any ACE, unless otherwise determined by the Board. The Member may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. If any Member exceeds its allocation of ACE, it may be subject to penalties in accordance with Exhibit A and may have its future allocation reduced by an amount equal to the overage or more. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

If a Member that causes the Sector to exceed any ACE leaves the Sector the following year, any reduction in the Sector’s ACE or reduction in DAS will follow that Member’s permits that left the Sector in the form of DAS reductions if the Member joins the Common Pool, or pound-for-pound ACE reduction in a new sector. Additional penalties may also be invoked by the Board in accordance with Exhibit A.

NMFS will withhold 20 percent of each ACE at the beginning of the fishing year for a period of 61 days to allow time to process any year-end transfers of ACE and to determine whether any reductions in ACE are necessary due to overage in the previous year, unless otherwise determined by NMFS.

Section 4.08. **Available ACE.**
For a Member to be able to fish commercially with any gear capable of harvesting regulated groundfish species, both the Member and the Sector must
have available ACE. Alternately, the Member may draft an internal ACE trade agreement with another Member to “cover” harvested ACE. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Further, ACE must be available to account for interactions with allocated regulated groundfish stocks in non-target fisheries in which groundfish catch applies to the Sector’s ACEs, including directed monkfish and skate trips, which are likely to be taken by Members. All monitoring and reporting requirements will be maintained in non-target fisheries to account for available ACE.

Section 4.09. Discards.
The Sector Manager (or his/her designated representative) will derive stock-specific discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS method to estimate “in-season” discard rates.

Article V. VESSEL OPERATIONS AND EXEMPTIONS / GEAR REQUIREMENTS.

Section 5.01. Proof of Sector Membership.
Each Member agrees that its Participating Vessels shall maintain on-board at all times a Letter of Authorization from NMFS verifying such Participating Vessels’ participation in the Sector, contact information for the Manager, and a copy of the Operations Plan and Agreement in effect for the current fishing year, except when such Participating Vessels are fishing as charter/party vessels.

Section 5.02. Gear Restrictions.
Each Member agrees that its Participating Vessels shall not fish for regulated groundfish species with any gear other than rod-and-reel/(jigs), demersal longline, handgear, sink gillnets, or otter trawl.

Section 5.03. Stock Areas.
Each Member agrees that it shall not fish commercially with gear that is capable of harvesting regulated groundfish species unless the Member has available ACE for all stocks for the area being fished or such an agreement as mentioned above. To the extent that ACE availability allows, Sector members would fish within the entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the Southern New England RMA. Primary fishing effort would occur in the Georges Bank RMA, with secondary effort occurring in the Gulf of Maine RMA and
Southern New England RMA.

Section 5.04. **Operators.**
Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement as they may be modified from time to time by the Board. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 5.05. **Designated Landing Ports.**
To enable the Members, Manager, and DSM vendor to monitor, observe and verify catches, each Member agrees that each of its Participating Vessels will offload catch in the following designated ports:

- Provincetown, MA;
- Aunt Lydia’s Cove, Chatham, MA;
- Stage Harbor, Chatham, MA;
- Saquatucket Harbor, Harwich, MA;
- Allen’s Harbor, Harwich, MA;
- Wychmere Harbor, Harwichport, MA;
- Sesuit Harbor, Dennis, MA;
- Gloucester, MA;
- Barnstable Harbor, Barnstable MA;
- Plymouth Harbor, Plymouth, MA;
- Scituate, MA.
- Portland, ME

Section 5.06. **Landing Port Exceptions.**
Landings in ports, remote or otherwise, other than those listed in Section 5.05 hereof are permitted on a temporary, case-by-case basis, for the purpose of promoting safety at sea and protecting vessel and crew. Should a Member need to enter port somewhere other than a designated landing port, the Member shall contact the Manager and DSM vendor through email or phone as soon as it is safe to do so. The Manager shall notify NMFS of all landing port exceptions, which would include but would not limited to the number landing port exemptions granted to a vessel more than one time per month and the anticipated timeframe for which landing port exemptions are to be granted if that timeframe is greater than two days, including until further notice.

Section 5.07. **Observed Offloading.**
Each Member agrees that, in order to enhance the monitoring and enforcement of the provisions in this Agreement, the Manager may request that an observer be present during offloading operations. If such a request is made, each Member agrees not to permit its Participating Vessel(s) to offload retained catch
until the Manager or his designee is present.

Section 5.08. **Advanced Notice of Offloading.**
Vessels shall notify the Manager and/or NMFS Office of Law Enforcement (“OLE”) through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6 hours prior to landing for trips greater than 6 hours in length. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow or haul with required updated information. An alternative timing for the trip end hail may be implemented during FY 2013 if agreed upon by the Sector, the monitoring provider, and NMFS.

Section 5.09. **Redirection of Effort.**
The Members acknowledge that redirection of fishing effort onto stocks not managed under the Plan may occur as a result of insufficient ACE for a directed fishery on regulated groundfish species, and/or additional opportunities to target an abundance of non-regulated-groundfish species. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort that may occur and include that information in the Manager’s reports to NMFS. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

During FY2010-FY2012, Sector vessels primarily reliably participated in the following non-regulated-groundfish fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Winter Skates (extra-large mesh sink gillnets)
- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FY2013, the Fixed Gear Sector anticipates similar, if not increased participation in the above-mentioned non-regulated-groundfish fisheries. This redirection of effort has been generally attributed to substantially decreased abundance and access to traditional groundfish resources, along with increased abundance and access to the above-mentioned resources.

Section 5.10 **Exemptions.**
All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

- **Trip limits on all stocks for which a sector receives an ACE (except halibut, ocean pout, windowpane flounder, and Atlantic Wolffish).**
- **Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).**
- All groundfish DAS restrictions.
- Rolling closures except for Blocks 124 and 125 in April, Blocks 132 and 133 in April-May, Block 138 in May, Blocks 139 and 140 in May-June, and Blocks 145, 146, 147, and 152 in June.
- Additional mortality controls adopted by Amendment 16.
- Requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank RMA.

The Sector will further be exempt from the following regulated groundfish management measures (approved at the commencement of FY2011):

1. **120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.**
2. **20-Day Spawning Block.**
3. **Limitation on the Number of Gillnets for Day Gillnet Vessels** (which does not apply in Blocks 124 and 125 in May, and Blocks 132 and 133 in June.
4. **Prohibition on a Vessel Hauling Another Vessel’s Gillnet Gear.**
5. **Limitation on the Number of Gillnets that May be Hauled on GB when Fishing Under a Groundfish/Monkfish Days-at-Sea (DAS).**
6. **Limitation on the Number of Hooks that May be Fished.**
7. **Length and Horsepower Restrictions of the DAS Leasing Program.**
8. **Prohibition on discarding unmarketable fish.**
9. **Submission of Daily Catch Reports by Sector Managers for Vessels that Fish in the CA I Hook Gear Haddock SAP.**
10. **Gear requirements in the USCA Management Area.**
11. **Vessel Monitoring System Requirements when a Vessel is at the Dock.**

The Sector will additionally be exempt from the following regulated groundfish novel management measures (approved for FY 2012 and published in the Federal Register on May 2, 2012):

12. **Prohibition on Fishing Inside and Outside the CAI Hook Gear Haddock SAP while on the same trip.**
13. **Prohibition on a Sector Vessel Hauling Another Sector Vessel’s Hook Gear.**
14. **The requirement to declare intent to fish in the EUSCA SAP and the CAII Yellowtail Flounder/Haddock SAP prior to leave the dock.**

The Sector will additionally be exempt from the following regulated groundfish novel management measures for FY2013:
Seasonal Restrictions of the Eastern US/Canada Haddock SAP

Similar to FY2012, the Sector expects the opportunity to incorporate any approved exemption granted to other sectors that may not appear on this list, prior to the start of FY2013. Furthermore, the Sector expects any approved exemption requested by the Sector be made available to other sectors that agree to adhere to such regulations.

Upon approval, each Sector Vessel will be issued an LOA specifying the exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all applicable Federal Regulations and laws not specifically exempted in the LOA.

Section 5.11. SAPs and Other Special Management Programs.
Sector Members may participate in SAPs or any other pilot/EPF/LOA program, or special management programs as authorized by NMFS as long as the Sector has available ACE.

Article VI. CATCH MONITORING AND VERIFICATION (AT-SEA); CERTAIN OTHER MEMBERSHIP REQUIREMENTS.

Section 6.01. Sector Hails/Reporting.
Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary prior to departing from port on a commercial fishing trip when commercial fishing with gear capable of harvesting regulated groundfish unless otherwise exempted. Such notification shall include vessel name, permit number, and any other information as determined by the Manager. In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16. Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary in accordance with Section 5.08 hereof with species-specific landings, and any other information as requested by NMFS.

Section 6.02. Participating Vessel Catch Reports.
To enable each Member and the Sector to monitor the Members’ compliance with this Agreement, each Member agrees to report each of its Participating
Vessels’ entire catch on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector’s aggregate catch information that is generated from such records.

Section 6.03. Dealer Reporting.
Each Member agrees to (i) sell the catch of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip, access to an electronic copy of these data on a weekly basis, and a paper copy of the pack-out slip within 24 hours of offloading retained catch unless otherwise noted by the Manager (This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement). Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the provisions of this Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member’s Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

Section 6.04. Catch Verification.
The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel’s catch records with the dealer reports for such Participating Vessel on a continuing and frequent basis if the Members maintain compliance with Section 6.02 and 6.03 if requested by the Members. If the Member or Manager identifies a discrepancy between these or any other available catch verification data, both parties shall seek to resolve the discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy in a timely manner.

Section 6.05. Monitoring Vendors.
The following Monitoring Vendors may be candidates for administering the Sector’s ASM Programs in FY2013, should they be approved by NMFS and implemented by the Sector:

A.I.S., Inc.
89 North Water Street
The Sector may contract a provider(s) from the above-list that has been approved by NMFS provide at-sea monitoring services prior to May 1, 2013 and notify NMFS of its selection. Any providers that are approved by NMFS but not contained in the above-list will be considered as well. NMFS shall notify the Manager which of these Monitoring Vendors have been certified. Specific vendor(s) selection may be approved by the Manager through consultation with Members, and based on internal criteria yet to be determined. If a Monitoring Vendor loses certification in the course of the fishing year, NMFS will immediately alert the Manager; the Sector will subsequently establish a contract with another approved vendor from the vendor list and notify NMFS of this decision. Standards for Monitoring Vendors can be found in Exhibit G.

Section 6.06. Dockside Monitoring Program.
The Sector will not be required to implement a Dockside Monitoring (DSM) Program ("DMP") in FY2013.

Section 6.07. At-Sea Monitoring Program.
The Sector will participate in the Northeast Fisheries Observer Program
(NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors, unless otherwise instructed. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

Section 6.08. **Fixed Gear Sector Monitoring Program.**

In addition to the foregoing catch verification protocols, there may be established an Internal Sector Monitoring Program whereby data collection personnel and/or video monitoring equipment may be deployed onboard Participating Vessels to monitor such vessels’ catch and/or to collect data relevant to evaluating the performance of the Sector as determined by the Manager. The Manager shall publish guidance describing Program requirements in advance of the fishing year, and may revise it as necessary throughout the year. Thereafter, the Manager shall have sole discretion to deploy data collectors or video monitoring equipment onboard a Participating Vessel. Each Member agrees to participate in the design and implementation of the Internal Sector Monitoring Program. Each Member further agrees to make every reasonable effort to ensure that data collectors and/or video monitoring equipment are able to perform their monitoring duties. Members agree to address any issues and/or concerns directly to the Manager in a timely and responsible manner. Any refusal to participate in the Internal Sector Monitoring Program and/or unreasonable interference with onboard data collectors will be referred to the Infractions Committee for investigation and appropriate enforcement action. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50 CFR 600.745, the Sector is requesting exemptions from the following regulations for sampling purposes only: Minimum fish size restrictions; fish possession limits; species quota closures; prohibited fish species, not including species protected under the Endangered Species Act; and gear-specific fish possession restrictions. All fish that do not comply with applicable fishing regulations must be discarded as soon as practicable following data collection, and shall not enter port or be landed. Of importance to this section, primary data to be collected includes but is not limited to length and weight of regulated groundfish stocks for the purpose of conducting such analyses as discards, discard rates, length-weigh regressions, and other similar analyses.
Article VII. ENFORCEMENT.

Section 7.01. Agreement Enforcement.
Each Member agrees that the Sector, by or through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members. Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of Penalties.

Section 7.02. Liability.
Members acknowledge and agree that the Sector itself is a legal entity – 501(c)(5) corporation - and therefore may be held liable for violations of the law, applicable regulations, and this Agreement committed by its members. Each Member participating in the Sector must comply with all applicable requirements and conditions of this Agreement and their LOA(s). It shall be unlawful and subject to enforcement by NMFS for the Sector or any Members to violate any such conditions and requirements unless they are identified as exclusive to the administration of the Sector. Those conditions and requirements that are considered to be exclusive to the administration of the Sector which are contained in the following sections:

- 1.03 – Organization and Authority
- 2.01 – Voluntary Membership
- 2.02 – Scope of Membership Obligations
- 2.03 – Length of Commitment
- 2.04 – New Members
- 2.05 – Permit Transfers
- 2.06 – Right of First Refusal
- 2.07 – Membership Dues
- 2.08 – Disclosure Agreement
- 3.01 – Sector Manager
- 3.02 – Manager Authority
- 3.03 – Infractions Committee
- 3.04 – Procedures for Investigations
- 3.06 – Inshore GOM Declaration Program
- 4.01 – Sector Allocation
- 4.02 – Annual Distribution
- 4.03 – Reserve
- 4.04 – Release of Reserve
- 4.05 – ACE Transfer
- 5.04 – Operators
- 5.07 – Observed Offloading
- 5.09 – Redirection of Effort
• 6.02 – Participating Vessel Catch Reports
• 6.03 – Dealer Reporting
• 6.04 – Catch Verification
• 6.08 – Fixed Gear Sector Monitoring Program
• Article VII in its entirety (Enforcement)
• Article VIII in its entirety (Expulsion of Members)
• Article IX in its entirety (Term/Termination)
• Article X in its entirety (Misc.)

Section 7.03. **Restrictions on Fishing Activity.**
The Members acknowledge that a violation of this Agreement or applicable fishery regulations by one or more Members (or the Members’ Permits, Participating Vessels or Participating Vessels’ operators, if any) including misreporting of catch (landings or discards), discarding of legal-sized fish, and ACE overages could subject the Sector and its Members to joint and several liability to NMFS for fishing violations. The Members further acknowledge and agree that monetary and/or allocation seizure penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels’ operators, if any, to) comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels’ operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

Section 7.04. **Penalties for Violations.**
Any penalties that are imposed upon a Member by the Sector, Manager, or Committee pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

Section 7.05. **Appeal from Infractions Committee Decision.**
If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee’s determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are
Section 7.06. **Penalties and Attorneys’ Fees.**
Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

Section 7.07. **Application of Penalties, Fines and Damages.**
All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient and responsible management of groundfish stocks for the benefit of the resource and those that harvest the resource. The Board shall have sole discretion to redistribute ACE seized for penalties.

Section 7.08. **Dispute Procedures.**
Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

Section 7.09. **Specific Performance.**
In furtherance and not limitation of Section 7.02 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Section 7.10. **Indemnification.**
Each party that violates this Agreement (the “Indemnitor”) hereby severally
agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to such Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.09, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.09 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VII.

Article VIII. EXPULSION OF MEMBERS.

Section 8.01. Cause. The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.07.

Section 8.02. Procedure. Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the “Expulsion Request”). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part
Article IX. TERM/TERMINATION.
This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2013 FY (which occurs on April 30, 2014) (the “Term”). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given twenty (20) calendar days in advance of the date by which the Sector’s Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector’s Operations Plan and Agreement shall have received approval from NMFS.

Article X. MISCELLANEOUS.
Section 10.01. Entire Agreement.
This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 10.02. Succession and Assignment.
This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this Agreement intended to confer upon any person except the parties hereto any rights, interests, benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement shall be null and void.
Section 10.03. **Counterparts.**
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 10.04. **Notices.**
All notices, requests, demands, consents, claims and other communications hereunder shall be deemed duly given (i) one business day following the date sent when sent by overnight delivery, (ii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and (iv) upon verifying the “sent” status of an email, at the contact information provided by each such Member to, and maintained by, the Manager.

Section 10.05. **Governing Law.**
This Agreement shall be governed by and construed in accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply, with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice of law provision or rules (whether of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

Section 10.06. **Change in Law.**
If and to the extent that any laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect to this Agreement unenforceable, then the parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by the parties.

Section 10.07. **Consent to Jurisdiction and Venue.**
Subject to and without limiting the dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Boston, Massachusetts or, if said court does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

Section 10.08. **Amendments and Waivers.**
No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Members.

Section 10.09. **Severability.**
Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

**Section 10.10. Expenses.**
Except as otherwise provided herein, each of the members shall bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement.

**Section 10.11. Incorporation of Exhibits and Other Documents.**
The Exhibits and Schedule of Penalties identified in this Agreement are incorporated herein by reference and made a part hereof.

*See Signature Pages*
*(submitted March 29, 2013)*
**EXHIBIT A**

**GB Cod Fixed Gear Sector Penalty Schedule**

<table>
<thead>
<tr>
<th>Violation</th>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/restriction/letter of authorization or exemption issued by the Sector; providing false statements; failure to participate in the Sector Catch Monitoring Program; unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of exculpation)</td>
<td>Up to $5,000 and/or seizure of up to 10% of a Member’s ACE (and/or stop fishing order)</td>
<td>$5,000-$15,000 and/or seizure of up to 30% of a Member’s ACE (and/or stop fishing order)</td>
<td>$20,000 or more, and/or seizure of up to 40% of a Member’s ACE (and/or stop fishing order)</td>
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warning).

### VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS

<table>
<thead>
<tr>
<th>Violation</th>
<th>Penalty</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.</td>
<td>Up to $50,000 and/or seizure of up to 50% of a Member’s ACE (stop fishing order for 30 days)</td>
<td>Expulsion</td>
</tr>
<tr>
<td></td>
<td>$50,000-$100,000 and/or seizure of up to 100% of a Member’s ACE (loss of fishing rights for 365 days)</td>
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</table>

### VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK

<table>
<thead>
<tr>
<th>Violation</th>
<th>Penalty</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.</td>
<td>Up to $50,000 and/or seizure of up to 10% of a Member’s ACE (loss of fishing rights for 365 days)</td>
<td>Expulsion</td>
</tr>
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</table>

### VIOLATIONS REGARDING MEMBERSHIP COMMITMENT

<table>
<thead>
<tr>
<th>Violation</th>
<th>Penalty</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).</td>
<td>$10,000 and/or seizure of up to 20% of a Member’s ACE</td>
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# Exhibit B

GB Cod Fixed Gear Sector Roster  
(Submitted May 6, 2013)

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The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the 2013 Fishing Year as described herein, notwithstanding those rules and regulations applicable to Common Pool groundfish vessels.

**QUOTA MONITORING**

1. **Annual Catch Entitlement (ACE):**
The Members agree that they would not collectively harvest more ACE than allocated to the Sector, and once the ACE is reached for any stock, no Member would fish commercially with any fishing gear capable of harvesting regulated groundfish species in the area for which there is no ACE. ACE transfer would be allowed within and between sectors, to the extent authorized by Amendment 16. Carryover of up to 10 percent of any sector's initial ACE would be allowed for the purposes of accounting for inadvertent overages. Once an ACE in a particular stock area is reached, no member would fish commercially with any fishing gear capable of catching species managed under the Plan in that stock area until additional ACE can be acquired:

As downloaded from the SIMM on May 3, 2013

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<td>Cod (GB) - Western U.S./Canada</td>
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<td>Haddock (GOM)</td>
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Windowpane Flounder (South) *n/a
Ocean Pout *n/a
Halibut *n/a
Atlantic Wolffish *n/a

*n/a means allocations of these stocks will not be made, however trip limits may remain in place.

2. **Target Quotas:**
The Manager may impose weekly or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

3. **Full Retention of Legal-Sized Species for Which the Sector Has an ACE:**
All legal size fish harvested during any commercial fishing operation and for which the Sector has an ACE must be retained and counted against the Sector’s ACE, except for regulated groundfish allocated by Amendment 16 harvested in fisheries that account for this catch with a fishery-wide sub-Annual Catch Limit.

4. **Trip Limits for Non-ACE Stocks:**
Sector Members would be subject to all possession and trip limits for those stocks for which the Sector is not allocated ACE.

**ADMINISTRATIVE**

5. **Days-At-Sea (“DAS”):**
Each participating Permit and Participating Vessel would be allocated DAS by the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS allocation would be considered the Sector’s DAS allocation to individual Members. Members may be required to use an “A” DAS when conducting fishing operations.

6. **DAS Pooling:**
Participating Vessels and/or Permits may redistribute or pool DAS to other Participating Vessels and/or Permits, provided that the Manager has given his prior written consent to such redistribution or pooling. A Participating Vessel and/or Permit may not transfer or lease DAS to or from any non-Sector vessel and/or permit during the fishing year in which the Participating Vessel and/or Permit is enrolled in the Sector, unless such leasing or transferring is authorized by an amendment to the Plan or by the Regional Administrator.

**GEAR REQUIREMENTS**

7. **Gear Restrictions:**
Unless otherwise permitted under this Agreement (see Section 5.02 and 5.11),
no Participating Vessel may fish for regulated groundfish species with any gear other than rod-and-reel/jigs, demersal longline, handgear sink gillnets, or otter trawl. All Participating Vessels are subject to the same gear restrictions on marking, tagging, and mesh size applicable to common pool vessels using the same type of gear. In addition, when fishing with demersal longlines all hooks must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.
EXHIBIT D

Vessel Permit Data

All permits, groundfish or otherwise, owned by Sector members, are included in the following list. To the knowledge of the Manager, no Member currently has any other permits on another operating vessel (Federal or State).

Current as of May 6, 2013

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<td>Groundfish</td>
</tr>
<tr>
<td>Monkfish &amp; Skate</td>
</tr>
<tr>
<td>Lobster (Trap)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Primary Gear Type** (Groundfish, Monkfish, Skate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sink Gillnet</td>
</tr>
<tr>
<td>Demersal Longline</td>
</tr>
<tr>
<td>Jig/handline</td>
</tr>
<tr>
<td>Otter Trawl</td>
</tr>
</tbody>
</table>

*Includes Vessels participating in **both** the groundfish and monkfish/skate fisheries.
EXHIBIT E
Ownership Documentation

Section 1.01. Sector Qualification.
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 for the Fixed Gear Sector with:

Permit Number 118641 (F/V Dawn T) under the distinct ownership of Stuart W. Tolley.

Permit Number 250571 (F/V Edward & Joseph) under the distinct ownership of Harmony Fisheries Inc.

Permit Number 232108 (F/V Miss Fitz) under the distinct ownership of John L. Our Jr.
**EXHIBIT F**

GB Cod Fixed Gear Sector Board of Directors

**Section 1.01. Board of Directors Membership**
The following GB Cod Fixed Gear Sector Members comprise the current (as of January 23, 2013) Board of Directors:

<table>
<thead>
<tr>
<th>2012 Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gregory J Connors</td>
</tr>
<tr>
<td>James B Eldredge</td>
</tr>
<tr>
<td>Bruce Kaminski</td>
</tr>
<tr>
<td>Timothy D Linnell</td>
</tr>
<tr>
<td>Mark D Liska</td>
</tr>
<tr>
<td>David Murdoch IV</td>
</tr>
<tr>
<td>James F Nash (P)</td>
</tr>
<tr>
<td>Michael E Terrenzi</td>
</tr>
<tr>
<td>Gregory F Walinski</td>
</tr>
</tbody>
</table>

As of the date of this document submission (May 6, 2013), the additional contact able to act on behalf of the Sector is the President of the Sector’s Board of Directors:

Name:       Jim Nash  
Mobile:     857-636-8325  
Email:      jimnash05@comcast.net  
Address:    17 Ralph Street, Chatham, MA 02633
**EXHIBIT G**

**GB Cod Fixed Gear Sector Points of Contact**

*Section 1.01. Points of Contact*
The following individuals associated with the GB Cod Fixed Gear Sector may be contacted for the following responsibilities:

<table>
<thead>
<tr>
<th>Sector Communications Contacts</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Manager</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Sector Analyst</td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Manager</td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Manager</td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Manager</td>
</tr>
<tr>
<td>Eric Brazer</td>
<td>Manager</td>
</tr>
<tr>
<td>Sector President</td>
<td>General Management</td>
</tr>
<tr>
<td>Current Owner Name</td>
<td>MMSI</td>
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<td>--------------------</td>
<td>------</td>
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<tr>
<td>John Tuttle</td>
<td>27</td>
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<tr>
<td>Ray Vaccarone</td>
<td>30</td>
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<tr>
<td>Robert Eldridge, Jr</td>
<td>76</td>
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<td>Theodore Liguori</td>
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<tr>
<td>John D. Driscoll, Jr</td>
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<td>Jan Margesson</td>
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<td>Raymond W. Kane, Jr</td>
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<td>James L. Yeung</td>
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<tr>
<td>William H Amaro</td>
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<td>Shawn Seiffert</td>
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<td>Benjamin K. Morgan</td>
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<tr>
<td>William H Amaro</td>
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<tr>
<td>Gregory J Connors</td>
<td>206</td>
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<tr>
<td>The Red Death Fish</td>
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<td>Kenneth Foley</td>
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<td>Ray Vaccarone</td>
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<tr>
<td>Name</td>
<td>License Plate</td>
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<tr>
<td>MARK D Liska</td>
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<tr>
<td>CHARLES S Dodge</td>
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<td>JAN MORGAN</td>
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<td>BEANO Inc</td>
<td>447</td>
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<td>STEWART W TOLLEY</td>
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<td>DRUID MARLINS IV</td>
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<td>PETER TAYLOR</td>
<td>1496</td>
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<td>THOMAS LIGONIA</td>
<td>1521</td>
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</tr>
<tr>
<td>JOSE O'NEILL Jr</td>
<td>1565</td>
</tr>
<tr>
<td>Name</td>
<td>License</td>
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|-------------------------------|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------
| Thomas M Stobie 1862          | Lease-Only     | Arthur X       |                                                                                                                                  |
| Charles P Connors 1636        | Lease-Only     | Contessa       |                                                                                                                                  |
| Thomas W Tolley 1776          | Lease-Only     | Dana T         |                                                                                                                                  |
| John L.uais, Jr 1907          | Lease-Only     | 1979 Sea Ray   |                                                                                                                                  |
| James E Burgesson 1919        | Lease-Only     | 1971 Sea Ray   |                                                                                                                                  |
| Barry J Burke 1970            | Lease-Only     | Lady Jane      |                                                                                                                                  |
| Gregory J Connors 1955        | Lease-Only     | Constance Sue  |                                                                                                                                  |
| Raymond B Branch 1998         | Lease-Only     | Anna Marie    |                                                                                                                                  |
| James F Nash 2005             | Lease-Only     | Magic          |                                                                                                                                  |
| John S Tuttle 2007            | Lease-Only     | Cuda           |                                                                                                                                  |
| Eric M Haas 2108              | Lease-Only     | Tenacity II    |                                                                                                                                  |
| Robert M Pasie Jr 2014         | Lease-Only     | Bug Boss       |                                                                                                                                  |
| Bruce K. Boyles 2017          | Lease-Only     | Never Enough   |                                                                                                                                  |
| Charles P Connors 1955        | Lease-Only     | Althea K       |                                                                                                                                  |
| James F Nash 2005             | Lease-Only     | Ann Marie      |                                                                                                                                  |
| Gregory F Walski 1980         | Lease-Only     | Alice Ann      |                                                                                                                                  |
| Thomas L Smith 2008           | Lease-Only     | Seaviews       |                                                                                                                                  |
| Edward F Benoit 2096          | Lease-Only     | Scampastic     |                                                                                                                                  |
| Timothy D Lovett 2077         | Lease-Only     | Perry's Pride 2|                                                                                                                                  |
| Charles J Connors 1980        | Lease-Only     | Buffy Anne     |                                                                                                                                  |
| Gregory J Connors 1895        | Lease-Only     | Last Stand     |                                                                                                                                  |
| William A. Russe 1961         | Lease-Only     | Always Something |                                                                                                                                       |
| Althea K Inc. 1985            | Lease-Only     | Althea K       |                                                                                                                                  |

**Vessel Name:**
- Charter, spiny dogfish, squid, scup, shellfish, spiny dogfish, striped bass, Black sea bass charters. Black sea bass charter. Fluke
- Spiny dogfish, Fluke, striped bass
- Bluefin tuna
- Offshore lobster non-trap, strip bass, squid, groundfish
- Surf clam, ocean quahog, New England horse mackerel, chokka dogfish, striped bass, squid, groundfish
- Black sea bass charters. Black sea bass charter. Fluke
- Spiny dogfish, Fluke, striped bass
- Offshore lobster non-trap, strip bass, squid, groundfish
- Bluefin tuna
- Striped bass, dogfish
- Spiny dogfish, Fluke, striped bass
- Striped bass, dogfish, squid
- Striped bass, dogfish, squid, striped bass
- Black sea bass charters. Black sea bass charter. Fluke
- Spiny dogfish, Fluke, striped bass
- Offshore lobster non-trap, strip bass, squid, groundfish
- Striped bass, dogfish, squid
- Black sea bass charters. Black sea bass charter. Fluke
- Spiny dogfish, Fluke, striped bass
- Striped bass, dogfish, squid
- Striped bass, dogfish, squid
- Striped bass, dogfish, squid
- Striped bass, dogfish, squid
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<tr>
<th>Name and Company</th>
<th>License Number</th>
<th>Strain</th>
<th>Commercial</th>
<th>Last Name</th>
<th>Call Numbers</th>
<th>Species</th>
<th>Targeted Species</th>
<th>Past</th>
<th>Comments</th>
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<tbody>
<tr>
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<td>212317</td>
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<td>Foner</td>
<td>22605</td>
<td>Pacific salmon</td>
<td>Pacific salmon, black cod</td>
<td>2001</td>
<td>22605</td>
</tr>
<tr>
<td>Michael P Ginley</td>
<td>3015</td>
<td>Active</td>
<td>Commercial</td>
<td>Dansel</td>
<td>149404</td>
<td>DH Boatworks</td>
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<td>3015</td>
<td>149404</td>
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<tr>
<td>Matthew J Connors</td>
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<td>Active</td>
<td>Commercial</td>
<td>Crab</td>
<td>150597</td>
<td>1992 Sylvan Skiff Lease-Only</td>
<td>Charter, striped bass, black sea bass</td>
<td>3198</td>
<td>150597</td>
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<tr>
<td>Jeremy E Luce</td>
<td>3454</td>
<td>Active</td>
<td>Commercial</td>
<td>Gardner</td>
<td>150991</td>
<td>Lolo Lease-Only</td>
<td>Charter, striped bass, black sea bass</td>
<td>3454</td>
<td>150991</td>
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<tr>
<td>Nicholas Kala</td>
<td>3174</td>
<td>Active</td>
<td>Commercial</td>
<td>G Fabric</td>
<td>150861</td>
<td>Three Reasons Lease-Only</td>
<td>Charter, striped bass, black sea bass, cod, haddock, bluefish</td>
<td>3174</td>
<td>150861</td>
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<tr>
<td>Eric House</td>
<td>3190</td>
<td>Active</td>
<td>Commercial</td>
<td>Honeysuckle</td>
<td>150584</td>
<td>Lei Lani Lease-Only</td>
<td>Charter, striped bass, black sea bass</td>
<td>3190</td>
<td>150584</td>
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<td>Thomas Lewis</td>
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<td>Active</td>
<td>Commercial</td>
<td>Inlet</td>
<td>22150</td>
<td>Miss Novice Lease-Only</td>
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<td>22150</td>
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<tr>
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<td>Lease-Only</td>
<td>Stock</td>
<td>Tag</td>
<td>Gear</td>
<td>Sector</td>
<td>Fishing Area</td>
<td>Length</td>
<td>Catch</td>
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<tr>
<td>Pennel Ames</td>
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<td>N</td>
<td>(D)</td>
<td>Hook</td>
<td>Sector N</td>
<td>Hook</td>
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<td>Shellfish, striped bass</td>
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<tr>
<td>Christopher J Riga</td>
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<td>Shellfish, groundfish</td>
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<tr>
<td>Wallace H Hickok</td>
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<td>222265</td>
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<td>(D)</td>
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<tr>
<td>Mark J Hartley</td>
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<tr>
<td>Michael E Tramont</td>
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<td>231241</td>
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<td>Sector N</td>
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</tr>
<tr>
<td>Leslie Shwam</td>
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<td>231377</td>
<td>N</td>
<td>(D)</td>
<td>Hook</td>
<td>Sector N</td>
<td>Hook</td>
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<td>Spiny dogfish, commercial, striped bass, Reduction Gillnet, striped bass</td>
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<tr>
<td>CCCHFA</td>
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<td>(D)</td>
<td>Hook</td>
<td>Sector N</td>
<td>Hook</td>
<td>n/a</td>
<td>Charter, conch, spiny dogfish, fluke, scup, black sea bass, commercial, striped bass, Reduction Gillnet, striped bass</td>
</tr>
<tr>
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<td>23525</td>
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<td>Sea scallop, general, VMS (1A)</td>
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<tr>
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<td>Sector N</td>
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<td>Scup, weir, sea bass</td>
</tr>
<tr>
<td>Dustin J. Feeney</td>
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<td>(D)</td>
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<tr>
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<td>220684</td>
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<td>Hook</td>
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<tr>
<td>Douglas J Feeney</td>
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<td>Scup, weir, sea bass</td>
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<tr>
<td>Joseph J Geary</td>
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<td>N</td>
<td>(D)</td>
<td>Hook</td>
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<tr>
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<td>Sector N</td>
<td>Hook</td>
<td>n/a</td>
<td>Scup, weir, sea bass, Charter</td>
</tr>
</tbody>
</table>
**Fishing Year Permit**

**STUART W TOLLEY**
12 CYNTHIA DRIVE
CHATHAM, MA 02633-2734

**F/V DAWNT**

Northeast Federal Permit Number: 11641
Documentation/Registration Number: MS2953HC
Principal Port/State: CHATHAM, MA

<table>
<thead>
<tr>
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<th>Date issued: 04/08/13</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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<tbody>
<tr>
<td>AMERICAN LOBSTER - NON-TRAP - 2013</td>
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<td>AMERICAN LOBSTER - TRAP - OUTER CAPE - 2013</td>
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Maximum Trap Allocation (if applicable): 800

---

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001)

Authorized Signature

See reverse side for trap allocation information
**Northeast Federal Fishing Permit**

Issued pursuant to 16 U.S.C. 1601 et seq and 5101

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**United States Department of Commerce**
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930
Telephone: (978) 281-9370

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**NOAA form 88-156A**

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**2013 Fishing Year Permit**

**F/V EDWARD & JOSEPH**

Northeast Federal Permit Number: **250571**

Documentation/Registration Number: **591810**

Principal Port/State: **CHATHAM, MA**

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**Maximum Trap Allocation (if applicable): 800**

(see reverse side for trap allocation information)

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C. § 1001)

Authorized Signature: [Signature]

See reverse side for permit conditions and information
## 2013 Fishing Year Permit

**F/V MISS FITZ**  
**Northeast Federal Permit Number:** 232108  
**Documentation/Registration Number:** 983256  
**Principal Port/State:** CHATHAM, MA

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Authorized Signature: [Signature]

See reverse side for permit conditions and information.
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Rick OToole
Signature
Three Reasons
Name
Nick OToole
Permit Name 5272 150861 / 3176
MRI # / Permit #

Robert Eldridge
Signature
UNICORN
Name
Permit Name 84 220839
MRI # / Permit #

John J Tuttle
Signature
Cuda
Name
John Tuttle
Permit Name 1589 233175
MRI # / Permit #

Robert Eldridge
Signature
SEED
Name
Permit Name 74 150187
MRI # / Permit #

John J Tuttle
Signature
Cape Island
Name
John Tuttle
Permit Name 27 150563
MRI # / Permit #

Ben Bergquist / BenJo Inc.
Signature
SAGA
Name
Permit Name 647 233617
MRI # / Permit #

Raymond JBrancale
Signature
Name
Ray Brancale
Permit Name 1668 104564
MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

[Signatures and Details]

[Signatures and Details]
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

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<td>James E. Nash</td>
<td>JAMES NASH/ILLUMINATiNS, INC.</td>
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<td>James F. Nash</td>
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<td>MAGIC (CPH)</td>
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<td>Michael E. Tesorvi</td>
<td>J. MICHAEL E. TESORVI</td>
<td>1368 / 231241</td>
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Signature
Charlie Dodge
Name
Lady Irene
Permit Name
1620 121142
MRI # / Permit #

Signature
Charlie Dodge
Name
Strangle Hold
Permit Name
1316 149278
MRI # / Permit #

Signature
Charlie Dodge
Name
Endless Joga
Permit Name
250571 1418
MRI # / Permit #

Signature
Charlie Dodge
Name
Little Gemini
Permit Name
1469 149826
MRI # / Permit #

Signature
Michael P. Woods
Name
Takao J. McGann
Permit Name
2001 222737
MRI # / Permit #

Signature
Gerald M. Murphy
Name
Ouise
Permit Name
116103 / 2008
MRI # / Permit #

Signature
Gregory Walinski
Name
Alicia Ann
Permit Name
232096 / 1886
MRI # / Permit #
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<td>JAMES YOUNG</td>
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<td>MARK HURLEY</td>
<td>SEABORNE</td>
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A-6
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

**Signature**
Michael Russo

**Name**
Gulf Venture

**Permit Name**
145 147091

**MRI # / Permit #**

---

**Signature**
Tyler LeBeau

**Name**
Morgan I

**Permit Name**
1435 150652

**MRI # / Permit #**

---

**Signature**
Kenneth Eldredge

**Name**
LOLO

**Permit Name**
129 150041

**MRI # / Permit #**

---

**Signature**
Kurt Martin

**Name**
TIME BANDIT

**Permit Name**
2482 150359

**MRI # / Permit #**

---

**Signature**
Kurt Martin

**Name**
NANCY's

**Permit Name**
47964 220698

**MRI # / Permit #**
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

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<td>Jean Barker</td>
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<td>Zachary T.</td>
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<td>Ben Morgan</td>
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<td>Lobsar Mohsir</td>
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<td>Kenneth T. Tony</td>
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<td>Hunter</td>
<td>111336/1940</td>
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<td>Alfred Yuknavich</td>
<td>199/221794</td>
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<td>Shawn Sullivan</td>
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IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Signature

CCHFA

Name

Lorrie One (2008 Winter Tender/Boater)

 Permit Name

4202/1506866

MRI # / Permit #

Signature

CCHFA

Name

Sturdee

 Permit Name

15063/1507066

MRI # / Permit #

Signature

CCHFA

Name

Blue Bag

 Permit Name

2995/1508553

MRI # / Permit #

Signature

CCHFA

Name

Little Rosal

 Permit Name

1856/120962

MRI # / Permit #

Signature

CCHFA

Name

Huntress

 Permit Name

465/240543

MRI # / Permit #

Signature

CCHFA

Name

Roxie Ryder

 Permit Name

328/150844

MRI # / Permit #

Signature

CCHFA

Name

Monanoy

 Permit Name

2039/150897

MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Signature
CCC HFA

Name
SUSIE Q

Permit Name
677/149988

MRI # / Permit #

Signature
CCC HFA

Name
Mollie Shift

Permit Name
47926/151436

MRI # / Permit #

Signature
CCC HFA

Name
TAR WOOD SHIFT

Permit Name
279/151438

MRI # / Permit #

Signature
CCC HFA

Name
JANE TRADLE SHIFT

Permit Name
49883/151425

MRI # / Permit #

Signature
CCC HFA

Name
MOLLY LOUIE II SHIFT

Permit Name
4326/151429

MRI # / Permit #

Signature
CCC HFA

Name
SHELLY III

Permit Name
153/150827

MRI # / Permit #

Signature
CCC HFA

Name

Permit Name

MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Tye Vecchione
Name: Bada Bing
Permit Name: 262 149525
MRI # / Permit #

Tye Vecchione
Name: Skiff
Permit Name: 30 150988
MRI # / Permit #

James Wertman
Name: Great Pumpkin
Permit Name: 395 149963
MRI # / Permit #

Mark Smith
Name: [Initials] Smith (Johann Fisheries LLC)
Permit Name: 1467 250463
MRI # / Permit #

Jason Amaru
Name: Joanne A III
Permit Name: 183 239926
MRI # / Permit #

Jason Amaru
Name: Flatwood Boat
Permit Name: 213 150922
MRI # / Permit #

James E. Bergstrom
Name: 1973 Sea Ray
Permit Name: 1619 150767
MRI # / Permit #

Jan Margeson
Name: Jan M
Permit Name: 142 151268
MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Signature
Eric Hesse
Name

Tenacious II
Permit Name 242648 1708
MRI # / Permit #

Signature
Lei Lani
Name

Permit Name 150584 3990
MRI # / Permit #

Signature
Eric Hesse / Mattanza LLC
Name
Mattanza

Permit Name 214970
MRI # / Permit #

Signature
Name

Permit Name
MRI # / Permit #

Signature
Name

Permit Name
MRI # / Permit #

Signature
Name

Permit Name
MRI # / Permit #
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**Signature**

**Name**

**Permit Name**

**MRI # / Permit #**

**Signature**

**Name**

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**Name**

**Permit Name**

**MRI # / Permit #**

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**Name**

**Permit Name**

**MRI # / Permit #**

A-13
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

[Signatures and details for each party]

[Signature]
Name: Michael
Permit Name: 285 241526
MRI #: Permit #

[Signature]
Name: John
Permit Name: 237727 910
MRI #: Permit #

[Signature]
Name: James B. Eldridge
Permit Name: 230420 2265
MRI #: Permit #

[Signature]
Name: Jack Tar
Permit Name: 1191 146765
MRI #: Permit #

[Signature]
Name: David Murdoch
Permit Name: 222175
MRI #: Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

**Signature**

**Name**

**Permit Name**

**MRI # / Permit #**

**Signature**

**Name**

**Permit Name**

**MRI # / Permit #**

**Signature**

**Name**

**Permit Name**

**MRI # / Permit #**

**Signature**

**Name**

**Permit Name**

**MRI # / Permit #**
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Signature

Name

Permit Name

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Signature

Name

Permit Name

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Name

Permit Name

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Name

Permit Name

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Name

Permit Name

MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Leslie Shuman
Signature
Name Rosey S
Permit Name 3688 233177
MRI # / Permit #

Bruce Kaminski
Signature
Name Never Enough
Permit Name 102598
MRI # / Permit #

Thomas CLEW
Signature
Name Sea Win
Permit Name 34149 211160
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #
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Signature
Tim Linnew
Name
Permit Name
M54528 122157 MRI: 1923
MRI # / Permit #

Signature
Rebecca & Emily
Name
Permit Name
149575
MRI # / Permit #

Signature
Perry Pridell
Name
Permit Name
MRI: 1923
MRI # / Permit #

Signature
Constance Sec
Name
Gregory J. Connors
Permit Name
146922
MRI # / Permit #

Signature
2010 Beaver Street
Name
Gregory J. Connors
Permit Name
151403
MRI # / Permit #

Signature
Last Stand
Name
Gregory J. Connors
Permit Name
223588
MRI # / Permit #

Signature
1992 Survival Skiff
Name
Gregory J. Connors
Permit Name
150697
MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Signature
Name
Permit Name
MRI # / Permit #

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Permit Name
MRI # / Permit #

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<tr>
<td>Raymond Rasmussen</td>
<td>Lindsay Liz</td>
<td>1958 223581</td>
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<tr>
<td>Thomas J. Smith</td>
<td>Sea Nymph</td>
<td>1888 157214</td>
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Signature
Theodore J. Ligenza
Name
Riema Marie
Permit Name 221764
MRI # / Permit #

Signature
KENNETH AMES
Name
KAOS
Permit Name 214158
MRI # / Permit #

Signature
Theodore J. Ligenza
Name
Water Horse
Permit Name 1521 135764
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
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Permit Name
MRI # / Permit #

Signature
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MRI # / Permit #

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Permit Name
MRI # / Permit #

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Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

[Signatures]

Name

Permit Name

MRI # / Permit #

[Signatures]

Name

Permit Name

MRI # / Permit #

[Signatures]

Name

Permit Name

MRI # / Permit #

[Signatures]

Name

Permit Name

MRI # / Permit #

[Signatures]

Name

Permit Name

MRI # / Permit #
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

[Signature]
Name
Miss Jennifer
Permit Name 2171 223565
MRI # / Permit #

[Signature]
Name
Doug Feeney
Permit Name 151287 47950
MRI # / Permit #

[Signature]
Name
[Signature]
Name
[Signature]
Name
[Signature]
Name
[Signature]
Name

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