SECTOR OPERATIONS PLAN AND AGREEMENT

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

Recitals

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

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

Agreement

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

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

2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a person must hold a limited access Northeast multi-species permit and meet all other Sector eligibility requirements as established from time to time by the Sector’s Board of Directors (the “Board”). Any person wishing to become a Sector member must submit an application no later than sixty (60) days prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership shall be effective upon admission of a member by the Board and acceptance by execution by such member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership
shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement. The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the vessels that will harvest the Sector’s Amendment 16 allocations are identified on the attached Exhibit A, which may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 131421 under the distinct ownership of Charles Felch Jr., permit # 144049 under the distinct ownership of Jayson Driscoll, and permit # 233539 under the distinct ownership of Jeff White.

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

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

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

6. **Sector Manager and Registered Agent.** The Board shall from time to time appoint a person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. James Hayward will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2013 who will be acting as their Manager for FY 203-2014.

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

- President: Jayson Driscoll
- Treasurer: James Hayward
- Clerk: Ellen Goethel
- Directors: Jayson Driscoll, James Hayward, Geordie King, Peter Kendall, Tom Lyons, Peter Lagerstrom, Randy Gauron, Ellen Goethel

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

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

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

7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before December 3, 2012 (the “Notification Date”), and on or before any succeeding Notification Dates established by the Board for FY 2013 and thereafter of their intention to harvest Sector ACE (“Active Members”) may harvest Sector ACE. Each Member’s notice that such Member intends to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member’s Harvest Share shall be subject to all NMFS and other management regulations generally applicable to the Sector’s ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE allocation permitted to be harvested in such season or area. The Manager may impose and enforce additional restrictions on each Active Member’s harvest of Sector ACE authorized by this Agreement or adopted by the Board.
7.2.1 **Non-Active Members.** The Members acknowledge that Active Members are assuming certain costs and risks associated with harvesting the Sector’s ACE on behalf of the non-Active Members, and that the Active Members are making certain financial contributions to the Sector that are not made by non-Active Members. Obligations assumed by Active Members that are not imposed on non-Active Members include, but are not limited to payments of the initial Membership Fee, and paying Network and Sector fees in connection with landings of catch harvested under the Sector’s ACE. In consideration for the Active Members assuming these costs, risks and fee obligations, each non-Active Member shall:

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

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

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

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

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

7.3 **Harvest Share Transfer.** Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member’s Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member’s Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member’s Harvest Share, or interest in the Sector’s ACE, to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such
terms and conditions as the Board may adopt from time to time, including but not limited to
establishment of procedures to implement a Right of First Offer (the “ROFO”) that is extended to Active
Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties in
accordance with the terms and conditions established by the Board. Without limiting the foregoing, the
Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to
non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and
ensure that the Sector’s management and administrative costs can be recouped through reasonable
Sector membership fees established by the Board.

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

7.5 Re-direction Of Effort. During FY 2011, NEFS XI vessels switched fishing efforts into
the following fisheries to a greater extent than in previous years due to decreased opportunities to
participate in the ground fish fishery, however these are fisheries that NEFS XI vessels have historically
participated in:

- Fishery: Monkfish (Gear: ELM Gillnet)
- Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- Fishery: Shrimp (Gear: Trawl)
- Fishery: Squid (Gear: Trawl)
- Fishery: Whiting (Gear: Trawl)
- Fishery: Herring (Gear: Trawl)
- Fishery: Lobster (Gear: pot/trap)

During the first quarter of FY 2012, NEFS XI vessels switched effort into the following fisheries:
Fishery: Skate (Gear: ELM Gillnet)

During FY 2013, NEFS XI anticipates similar redirection of effort to the fisheries listed above.

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

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

In FY 2012, 79% of the permits which are enrolled in the NEFS XI Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2013, the NEFS XI Sector has 42 permits currently enrolled. Of those 42 permits, 25% are anticipated to actively fish for NE multispecies in FY 2013. A net consolidation beyond what previously occurred among the NEFS XI as the share of ACE contributed by member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active fishing vessels would result in job losses for fishing crews and the associated negative impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies fishery.

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

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

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

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

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

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

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

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

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

10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the Members’ compliance with the terms and conditions of this Agreement. If the Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if the Manager concludes that a Member has breached this Agreement, the Manager shall notify such Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager, in the Manager’s sole and absolute discretion, that no breach occurred, or to cure the breach within the
time period directed by the Manager, taking into account the magnitude of the breach and the potential consequences of the breach for the Sector and the other Members, the Manager shall notify the Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described above, the Manager concludes it is necessary for the protection of the interests of the Sector and its Members, the Manager may issue a “Stop Fishing Order” to the Member in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector manager may take any action he/she deems necessary including without limitation, self-help or court action which may include the seeking of injunctive relief.

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

10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,
during which period the Member may propose an alternative method of compensating the Sector and other Sector Members for the damages suffered as the result of such Member’s breach. The Enforcement Committee may approve or disapprove any alternative form of compensation in its sole discretion, provided that if the breach at issue is an overharvest of a Member’s Harvest Share, there shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from other Members to offset the overharvest, and tenders conclusive evidence to that effect to the Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs and fees if such Member fails to pay the same within ten (10) days of receiving the Sector’s demand for payment.

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

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

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
Member that is eligible to terminate such Member’s Sector membership may do so only by providing
written notice to that effect to all other Members on or before December 1, 2013 or such date as the
Board may from time to time establish for that purpose (the “Termination Date”) each year. A Member
that fails to provide such notice by the Termination Date shall be deemed to have automatically
renewed its Sector membership for the following year, and all other Members shall be entitled to act in
reliance on such renewal accordingly. If any Member provides a membership termination notice by the
Termination Date, each of the other Members shall have ten (10) days from the date they receive such
notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

If a Member is in breach of this Agreement or has outstanding Sector payment or performance
obligations as of the Termination Date, unless the Board takes action to terminate such Member’s
membership, such Member’s membership shall be deemed renewed for the following year,
notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the
authority to file an application for a Sector allocation including such Member as a Member of the Sector.
Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such
purposes, and authorizes each of the Sector’s officers to take any and all actions and execute any and all
documents necessary or convenient to give effect to this provision.
Termination of membership shall not relieve a person or entity of any obligations under this Agreement related to the period during which such person or entity was a Member, including but not limited to liquidated damages obligations for breach of this Agreement, consequential damages obligations for breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations related to such person or entity’s actions as a Member.

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

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

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

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

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

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

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

15. **Permit Transfer/Sale.** A Member may transfer a Permit to a party other than a Member,
subject to a Right of First Refusal (the “ROFR”), which may be adopted or amended from time to time by
the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors,
and certain other parties. No Member may transfer such Member’s “LA MS” permit or “MRI” permit to

Page 16 of 40
a person who is not an Active Member unless such person assumes all of the transferring Member’s obligations under this Agreement as of the effective date of such transfer. A person other than a Member who receives a Member’s “LA MS” permit or “MRI” permit from a Member in accordance with this Section 15 (a “Transferee”) shall only be eligible to participate in the Sector for the balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

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

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

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

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

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

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

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

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

20. **Amendment and Incorporation by Reference.** The Exhibits hereto and the collateral documents referred to herein are and shall all be as the same may be amended from time to time. Any amendments thereto or hereto which are approved by the Board shall, as a condition of further membership of any Member in the Sector be deemed without any requirement of acceptance, consent or execution by any such Member to have been adopted, ratified and confirmed by such Member.
### Sector Membership Fishing Year 2013 (May 1, 2013 to April 30, 2014)

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

<table>
<thead>
<tr>
<th>Owner/Entity</th>
<th>Permit #</th>
<th>MRI #</th>
<th>Vessel Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Hayward</td>
<td>118675</td>
<td>1735</td>
<td>Sweet Carolyn</td>
</tr>
<tr>
<td>Charles Felch</td>
<td>131421</td>
<td>1197</td>
<td>Lady Victoria</td>
</tr>
<tr>
<td>XI Northeast Fishery Sector Inc.</td>
<td>151405</td>
<td>85</td>
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<tr>
<td>Heidi and Elisabeth Fisheries Inc</td>
<td>148106</td>
<td>1969</td>
<td>Heidi &amp; Elisabeth</td>
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<tr>
<td>James Hayward</td>
<td>147937</td>
<td>1879</td>
<td>Rolling Stone</td>
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<tr>
<td>James Jones</td>
<td>148837</td>
<td>1782</td>
<td>Wil-Mar</td>
</tr>
<tr>
<td>Jayson Driscoll</td>
<td>144049</td>
<td>1913</td>
<td>Karen Lyn</td>
</tr>
<tr>
<td>Jeff White</td>
<td>233539</td>
<td>1990</td>
<td>Jacquie and Nicole</td>
</tr>
<tr>
<td>Jon Drake</td>
<td>211035</td>
<td>20</td>
<td>Paniolo</td>
</tr>
<tr>
<td>Kurt Lang</td>
<td>150119</td>
<td>44</td>
<td>Allanna Rene</td>
</tr>
<tr>
<td>Parental Guidance Inc</td>
<td>149374</td>
<td>298</td>
<td>Rimrack</td>
</tr>
<tr>
<td>Norman Pike</td>
<td>146759</td>
<td>1781</td>
<td>Hope Lynn</td>
</tr>
<tr>
<td>Norman Pike</td>
<td>146679</td>
<td>1920</td>
<td>Sandi Lynn</td>
</tr>
<tr>
<td>Peter Lagerstrom</td>
<td>148069</td>
<td>1821</td>
<td>Miss Maura</td>
</tr>
<tr>
<td>Jayson Driscoll</td>
<td>127422</td>
<td>1789</td>
<td>Sweet Misery</td>
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<tr>
<td>Richard Anderson</td>
<td>146669</td>
<td>270</td>
<td>Bridget Leigh</td>
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<tr>
<td>Sassy II Inc</td>
<td>149496</td>
<td>1745</td>
<td>Ashley E</td>
</tr>
<tr>
<td>Thomas Lyons</td>
<td>232278</td>
<td>1694</td>
<td>Marion J</td>
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<tr>
<td>Katie-rue LLC</td>
<td>231481</td>
<td>198</td>
<td>Katie-Rue</td>
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<tr>
<td>F/V Wendy Leigh LLC</td>
<td>144354</td>
<td>2058</td>
<td>Wendy Leigh</td>
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<tr>
<td>Randall Morgan</td>
<td>233317</td>
<td>2178</td>
<td>Miss Delores</td>
</tr>
<tr>
<td>Peter Flannigan</td>
<td>231422</td>
<td>193</td>
<td>Wendy Lee</td>
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<tr>
<td>A.E. Lang Fishing</td>
<td>310375</td>
<td>509</td>
<td>F/V Lady Dee</td>
</tr>
<tr>
<td>Charles Felch</td>
<td>150511</td>
<td>1891</td>
<td>Cupcake</td>
</tr>
<tr>
<td>Charles Felch</td>
<td>150030</td>
<td>300</td>
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<tr>
<td>Charles Felch</td>
<td>148571</td>
<td>437</td>
<td>Vicki Mae</td>
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<tr>
<td>Garry Glidden</td>
<td>221742</td>
<td>98</td>
<td>Last Penny</td>
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<tr>
<td>James Bowles</td>
<td>136846</td>
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<td>Penny B</td>
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<tr>
<td>Heidi and Elisabeth Fisheries Inc</td>
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<td>Red Dog</td>
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<tr>
<td>Jayson Driscoll</td>
<td>125236</td>
<td>101</td>
<td>Sweet Scantum</td>
</tr>
<tr>
<td>J &amp; K Fisheries Inc</td>
<td>250566</td>
<td>1975</td>
<td>Karen Lynn I</td>
</tr>
<tr>
<td>Jeremy Davis</td>
<td>149701</td>
<td>48003</td>
<td>Nathan D</td>
</tr>
<tr>
<td>Jon Drake</td>
<td>150208</td>
<td>1425</td>
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</tr>
<tr>
<td>Michael Anderson</td>
<td>151180</td>
<td>1573</td>
<td>Unnamed</td>
</tr>
<tr>
<td>Name</td>
<td>ID</td>
<td>License</td>
<td>Boat Name</td>
</tr>
<tr>
<td>-----------------------------</td>
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<tr>
<td>Michael Anderson</td>
<td>150530</td>
<td>1459</td>
<td>TripBoat</td>
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<tr>
<td>Norman Pike</td>
<td>109689</td>
<td>1765</td>
<td>Lucy Rose</td>
</tr>
<tr>
<td>XI Northeast Fishery Sector Inc.</td>
<td>149502</td>
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<td>unnamed</td>
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<tr>
<td>Sassy II Inc</td>
<td>100192</td>
<td>344</td>
<td>Janice Marie</td>
</tr>
<tr>
<td>Steven Lord</td>
<td>221526</td>
<td>2007</td>
<td>Christopher K</td>
</tr>
<tr>
<td>Thomas Lyons</td>
<td>150583</td>
<td>1699</td>
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<tr>
<td>Erik Anderson</td>
<td>150274</td>
<td>1487</td>
<td>FV Scruffy</td>
</tr>
<tr>
<td>Al Cummings</td>
<td>148770</td>
<td>47934</td>
<td>Toro</td>
</tr>
</tbody>
</table>
ACTIVE MEMBERS: The following table identifies the Vessels that are authorized to harvest Sector ACE:

<table>
<thead>
<tr>
<th>Owner/Entity</th>
<th>Vessel Name</th>
<th>Doc/Reg #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Felch</td>
<td>Lady Victoria</td>
<td>NH 0001 CF</td>
</tr>
<tr>
<td>Heidi and Elisabeth Fisheries Inc</td>
<td>Heidi &amp; Elisabeth</td>
<td>ME 6146 M</td>
</tr>
<tr>
<td>James Hayward</td>
<td>Rolling Stone</td>
<td>ME 6146 T</td>
</tr>
<tr>
<td>James Jones</td>
<td>Wil-Mar</td>
<td>NH 6912 BK</td>
</tr>
<tr>
<td>Jeff White</td>
<td>Jacqui and Nicole</td>
<td>1165554</td>
</tr>
<tr>
<td>Jon Drake</td>
<td>Paniolo</td>
<td>656372</td>
</tr>
<tr>
<td>Kurtis Lang</td>
<td>Alanna Renee</td>
<td>NH 9660 BK</td>
</tr>
<tr>
<td>Parental Guidance Inc</td>
<td>Rimrack</td>
<td>NH 4444 MA</td>
</tr>
<tr>
<td>Norman Pike</td>
<td>Hope Lynn</td>
<td>NH 0733 BA</td>
</tr>
<tr>
<td>Norman Pike</td>
<td>Sandi Lynn</td>
<td>NH 3867 AZ</td>
</tr>
<tr>
<td>Peter Lagerstrom</td>
<td>Miss Maura</td>
<td>NH 9866 AL</td>
</tr>
<tr>
<td>Jayson Driscoll</td>
<td>Sweet Misery</td>
<td>NH 2398 AN</td>
</tr>
<tr>
<td>Richard Anderson</td>
<td>Bridget Leigh</td>
<td>NH 3911 AZ</td>
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<tr>
<td>Sassy II Inc</td>
<td>Ashley E</td>
<td>NH 0436 BK</td>
</tr>
<tr>
<td>Thomas Lyons</td>
<td>Marion J</td>
<td>653821</td>
</tr>
<tr>
<td>Katie-rue LLC</td>
<td>Katie-Rue</td>
<td>910561</td>
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<tr>
<td>F/V Wendy Leigh LLC</td>
<td>Wendy Leigh</td>
<td>NH 1665 BN</td>
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<tr>
<td>James Bowles</td>
<td>Penny B</td>
<td>NH 6173 AV</td>
</tr>
<tr>
<td>J&amp;K Fisheries Inc</td>
<td>Karen Lynn I</td>
<td>631485</td>
</tr>
</tbody>
</table>
EXHIBIT B

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

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

<table>
<thead>
<tr>
<th>Sector Member</th>
<th>Vessel</th>
<th>Permit #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jonathon Drake</td>
<td>Shearwater</td>
<td>148849</td>
</tr>
</tbody>
</table>

Additional Information on federal and state permits was provided with December 3, 2012 Roster Submission
EXHIBIT C

HARVESTING RULES

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

The Members and the Participating Vessels of XII Northeast Fishery Sector, Inc, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2013 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein “Agreement”), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS XII will fish in primarily in the Gulf of Maine & Inshore Georges Bank.

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

<table>
<thead>
<tr>
<th>GOM Cod</th>
<th>GB Cod</th>
<th>GOM Haddock</th>
<th>GB Haddock</th>
<th>CC/GOM Yellowtail Flounder</th>
<th>GB Yellowtail Flounder: SNE/MA Yellowtail Flounder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern:</td>
<td>Eastern:</td>
<td>Western:</td>
<td>Western:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pollock Redfish White Hake American Plaice GOM Winter Flounder GB Winter Flounder Witch Flounder SNE/MA Winter Flounder

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

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

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

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

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

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

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

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

7.1.1 For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West 
of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be 
defined as Inshore GOM.
7.1.2 When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM defined in this section.

7.1.3 When an Observer/Monitor is NOT onboard.

1. If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.

2. If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

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

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

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

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

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard

   Exhibit C
1. Landing State (abbreviation)
2. Landing Port City
3. Estimated time and Date of arrival in port
4. Estimated time and date of offloading (required only for trips less than 6 hours in duration or if fishing within 6 hours of the offload port)
5. Comments (as directed by the Sector Manager)

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

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

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

- Vessel permit number
- Vessel Trip Report (VTR) serial number
9. **VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

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

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

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

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

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

An alternative threshold for increasing reporting frequency may be implemented during FY 2013 if agreed upon by the sector and NMFS.

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

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

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

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

18. RESERVED FOR FUTURE USE

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

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

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

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

21.1 All Groundfish DAS restrictions
21.2 Trip limits on allocated stocks
21.3 Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
21.4 Additional mortality controls adopted by Amendment 16, including additional seasonal
or year-round closures, gear requirements, DAS reductions, differential DAS counting,
and/or restricted gear areas.

Exhibit C
Page 30 of 40
21.5 Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).

21.6 Gulf of Maine Rolling Closures, except for:
April – Blocks 124, 125, 132, 133
May – Blocks 132, 133, 138, 139, 140
June – Blocks 139, 140, 145, 146, 147, 152
Unless authorized as a sector specific exemption.

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

21.7 120 Day Gillnet Block Out of the fishery.

21.8 20 Day Spawning Block.

21.9 Limitation on the number of gillnets for day gillnet vessel that a Day gillnet vessel may fish in any of the RMAs, specified in 648.80(a) (3)(iv)(B)(2), (a)(4)(iv)(B)(1), (B)(2)(iv)(B)(1), and (c)(2)(v)(B)(1), and the requirement for two gillnet tags per round fish net specified in648.80(a)(3)(iv)(B)(4), (a)(4)(iv)(B)(3), b(2)(iv)(B)(3), and (c)(2)(v)(B)(3), with the restriction that a sector vessel may fish up to 150 round fish or flat fish nets in any of the RMAs, not to exceed 150 nets total, and must tag both round fish and flatfish nets with one tag per net (except in Blocks 124 and 125 in May, and 132 and 133 in June).

21.10 Prohibition on a vessel’s hauling another vessel’s gillnet gear (Community Fixed Gear)
This exemption was not used during the FY 2012 management season; zero members utilized this exemption; it had no impact on fishing operations; the impact thus far has been null on sector operations. Moving forward, this exemption is expected to be beneficial, especially if vessels are forced to fish farther from shore as a result of new rules and regulations, such as: Harbor Porpoise consequence closure to the northeast management area for gill net vessels.

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

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

21.13 Length and horsepower restrictions of the DAS leasing program.

21.14 Prohibition on Discarding

21.15 Requirement to maintain VMS powered while at dock. Vessel acknowledges that this exemption only applies to NE multispecies requirements. A Vessel with other permits requiring constant reporting may not utilize this exemption.

21.16 Prohibition on a Vessel Hauling Another vessels Hook Gear

21.17 NEW EXEMPTIONS:

22. MONITORING.

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

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

RESERVED FOR FUTURE USE

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

<table>
<thead>
<tr>
<th>Primary Port(s) of Landing</th>
<th>Secondary Port(s) of Landing</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire: Seabrook, Rye, Portsmouth</td>
<td>Massachusetts: New Bedford</td>
</tr>
<tr>
<td>Massachusetts: Gloucester, Newburyport</td>
<td>Maine: York</td>
</tr>
<tr>
<td>Maine: Portland</td>
<td>Virginia: Chincoteague, Greenbackville</td>
</tr>
<tr>
<td>New Jersey: Point Pleasant</td>
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</tbody>
</table>

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

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

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

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

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

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

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

#### NEFS XII Penalty Schedule

<table>
<thead>
<tr>
<th>Violation Regarding Reporting, Documentation Requirements:</th>
<th>First Offense</th>
<th>Second Offense</th>
<th>Third Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td>All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).</td>
<td>Written Warning or up to $5000.00</td>
<td>Written Warning and up to $7500.00.</td>
<td>Written Warning and up to $10,000.00 and/or stop fishing order.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violation Regarding Exemption Permit Requirements</th>
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</thead>
<tbody>
<tr>
<td>All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (technical and minor violations may result in a letter of warning).</td>
<td>Written Warning or up to $10,000.00</td>
<td>Written Warning and $10,000.00-$50,000.00.</td>
<td>Written Warning and up to $100,000.00 and/or stop fishing order.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violation Regarding Time/Area/Gear Restrictions</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (technical and minor violations may result in a letter of warning).</td>
<td>Written Warning or up to $20,000.00</td>
<td>Written Warning and $20,000.00-$50,000.00.</td>
<td>Written Warning and up to $100,000.00 and/or expulsion.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violations that Place the Sector Agreement at Risk</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).</td>
<td>Written Warning and up to $50,000.00 or stop fishing order.</td>
<td>Stop fishing order or Expulsion.</td>
<td>Expulsion.</td>
</tr>
</tbody>
</table>
Administrative Provisions Addendum:

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

**SECTOR OPERATIONS PLAN AND AGREEMENT**

1. Sector Name.

2. Sector Eligibility and Membership.

4. Sector Allocation and Exemptions.

5. Distribution of Sector ACE.

6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

7.1 Harvest Share Reserve.

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

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

7.3 Harvest Share Transfer.

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

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

7.7 Consolidation and Redistribution of ACE:


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


10.1 Liquidated Damages Schedule and Schedule Amendments.

10.2 Enforcement Committee.

10.3 Liquidated Damages Base Value and Multiplier Adoption.

10.4 Liquidated Damages Calculation.

10.5 Notice to Vessel Masters; Assumption of Liability.

10.6 Liquidated Damages Security.

10.7 Manager Action in Response to Apparent Breach.

10.8 Member Appeals.

10.9 Voluntary Compliance.

10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

10.12 Distribution of Damages.


12. Membership Termination

15. Permit Transfer/Sale.
16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.

17. Sector Membership Fees.


20. Amendment and Incorporation by Reference.

EXHIBIT C

HARVESTING RULES

2. QUOTA MANAGEMENT:

3. RESERVE:

4. SLOWING CATCH:

7.1 INSHORE GULF OF MAINE DECLARATION

12. CATCH REPORTS:

18. ADMINISTRATIVE EXEMPTION:

19. DATA MANAGEMENT:

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

26: SAFE HARBOR PROTOCOL:

27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
28. MODIFICATION OF HARVESTING RULES

Exhibit D is administrative.

Explanatory Addendum is administrative

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

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

§ 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or transfers.
Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine appropriate communication stream for inquiries.

<table>
<thead>
<tr>
<th>Title</th>
<th>Responsibility</th>
<th>Email</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Manager</td>
<td>Day-to-Day Sector Operations</td>
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<tr>
<td></td>
<td>Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation</td>
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<tr>
<td>Manager</td>
<td>Reporting i.e. vessel reporting requirements involving sector trips.</td>
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<td>Policy</td>
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<tr>
<td>Owner of F/V</td>
<td>Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel</td>
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<td>Manager</td>
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</tbody>
</table>

**Notes:**
- **Sector:** XI
- **Endorsements:** Shellfish, Dogfish
Records.

Admitted as a Member of the Sector and such admission shall be reflected on the Sector's other conditions precedent to Member's membership in the Sector. Member shall be deemed, upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, to be bound by all provisions of the Operations Plan and by executing this Affirmative Agreement, agrees from time to time, the "Operations Plan", and by executing this Affirmative Agreement, agrees that the same may be amended or restated agreeable to this Affirmative Agreement dated effective as of December 3, 2012. This Member has carefully reviewed the NEFS XI Sector Operations Plan and finds the Affirmative Agreement is entered into as of this 2nd day of NEW.

THIS AFFIRMATIVE AGREEMENT IS ENTERED INTO AS OF THIS 2ND DAY OF NOVEMBER 2012.
Permit Number: MRL 1091
Permit Number: MRL 1092
Permit Number: MRL 1093
Permit Number: MRL 1094
Permit Number: MRL 1095
Permit Number: MRL 1096

Title:

Owner/Entity Name:

Signature of Authorized Representative:

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

ADHERENCE AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHWEST FISHERY SECTOR XI
Records:

Admitted as a member of the sector and such admission shall be reflected on the sector's membership proceedings precedent to members' membership in the sector, Member shall be deemed agreed and bound by all provisions of the operations plan by the execution of this Agreement Plan. Execution of this Agreement Plan shall have the same effect as execution of the operations plan by each and all other members of NEPS XI (the "Sector").

1. Member has carefully reviewed the NEPS XI Sector Operations Plan and agrees as follows:

   a. By the undersigned "Member", who for good and valuable consideration, the receipt and
   b. 2012. This Adherence Agreement is entered into as of this 7th day of

   Adherence Agreement

Northeast Fisheries Sector XI
Records:

1. Member and all other Members of NEFS XI (the "Sector")- Adherence Agreement shall have the same effect as execution of the Operations Plan by execution of this Adherence Agreement, and by executing this Adherence Agreement agrees from time to time, the "Operations Plan", and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Adherence Agreement. Execution of this Agreement dated effective as of November 3, 2012 (as the same may be amended or revised from time to time and by agreement of the Parties). This Adherence Agreement is entered into as of this 16 day of November 2012.

2. Member has read and understands, and hereby agrees as follows:

3. The undersigned "Member", who for good and valuable consideration, the receipt and

4. Non-Active Member □

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

6. For example: monikish, skate, dogfish. Members in which Sector ACE must be used to account for by-catch of Sector allocated stocks listed below and owned by the Member will be used to harvest the Sector's ACE, or a limited amount as noted below. Member acknowledges that membership is terminated as "active" if any MRL permits are expired.

7. Member is signing this Agreement as a (check one):

8. with full knowledge of the rights and responsibilities of membership specified in the Operations Plan.

9. Members acknowledge that NEFS XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.
EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. [Signature]

Owner/Entity Name:

______________________________

Name of Authorized Representative (print):

Charles Felch

Title: OWNER

List all permits including those listed in 4.

- Permit Number: 150511 MRI 1891
- Permit Number: 150030 MRI 300
- Permit Number: 148571 MRI 437
- Permit Number: 131421 MRI 1197
- Permit Number: ___________ MRI ___________
- Permit Number: ___________ MRI ___________

Notary Public: [Signature] 9/3/13
Permit Number: M20119

Permit Number: M20119

Permit Number: M20119

Permit Number: M20119

Permit Number: 14949

Permit Number: 14949

List all permits including those listed in 4.

EXECUTED 344, 2011

Title: President

Signature of Authorized Representative:

Signature of Authorized Representative:

Owner/Entity Name:

Name of Authorized Representative (Print): Richard Suphers

Approved:

Notary Public:

Page 2 of 2
Records:

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

Non-Active Member

X

Note: Member acknowledges that membership is categorized as "active", if any. If not, permits

Closure: Vessel Name


Acting Member (last active vessel) [check one]:

4. With full knowledge of the rights and responsibilities of membership

Records:

admitted as a Member of the Sector and such admittance shall be reflected on the Sector's other conditions precedent to Member's membership in the Sector. Member shall be deemed

2. Upon execution of this Agreement by Member and the satisfaction of all

Adherence Agreement shall have the same effect as execution of the Operations Plan by

I. Member has carefully reviewed the NEFS XI Sector Operations Plan and

2013 Agreement date effective as of December 3, 2013 (the same may be amended or rescinded

This Adherence Agreement is entered into as of this 22 day of January, 2013

ADHERENCE AGREEMENT

BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

NORTHWEST FISHERY SECTOR XI
Permit Number: MRI 144354 MRI 2058
Permit Number: MRI 2058
Permit Number: MRI 144354
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI

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

AGREEMENT
FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
Records.

Admit as a Member of the Sector and such admittance shall be reflected on the Sector's records. Subject to such conditions precedent to Member's membership in the Sector, Member shall be deemed to have executed the Agreement as Member and the satisfaction of all other conditions precedent to membership in the Sector.

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to membership in the Sector, Member shall be deemed to have executed the Agreement.

Non-Active Member [ ]

For example: nonmonish, s'kate, do Briggs.

Fishery in which Sector 10.3 must be used to account for by-catch of Sector Allocated stocks allocated to a list of which a Member must be used to account for catches of Sector's Stocks. Any MRF permits.

Note: Member acknowledges that membership is categorized as "active" if any MRF permits are in effect. Member acknowledges that membership is categorized as "inactive" if no MRF permits are in effect.

Active Member: [ ]

4. With full knowledge of the rights and responsibilities of membership specified in the operations Plan.

2013 Fishing Year: A Member who wishes to withdraw from NEFS XLI must do so in the manner specified in the Operations Plan. The final date in which a NEFS XLI Member may withdraw from NEFS XLI is December 3, 2012. Member acknowledges that NEFS XLI has adopted December 3, 2012 as the final date in which a NEFS XLI Member may withdraw from NEFS XLI.

Records.

Admit as a Member of the Sector and such admittance shall be reflected on the Sector's records. Subject to such conditions precedent to Member's membership in the Sector, Member shall be deemed to have executed the Agreement as Member and the satisfaction of all other conditions precedent to membership in the Sector.

1. Member and all other Members of NEFS XLI (the "Sector") agree as follows:

[Draft]

ADHESION AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI

THIS ADHESION AGREEMENT is entered into as of this 2nd day of July 2012.

[Signature]

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

Signature of Authorized Representative:

[Signature]

Owner/Entity Name:

Name of Authorized Representative (print):

Title:

Permit Number: [Redacted]

Permit Number: [Redacted]

Permit Number: [Redacted]

Permit Number: [Redacted]

Permit Number: [Redacted]

Notary Public:

[Stamp]
Records.

Admit as a Member of the Sector and such admission shall be reflected on the Sector's other conditions precedent to Member's membership in the Sector. Member shall be deemed upon execution of this Agreement by Member and the satisfaction of all conditions precedent to Member's membership in the Sector.

Non-Active Member □

For example: monkey, skate, dogfish.

Note: Member acknowledges that membership is categorized as "active" if any of the permits listed below and owned by the member will be used to harvest the sector's ACT. If in a foreign country, all permits listed below and owned by the member must be used to harvest the sector's ACT.

<table>
<thead>
<tr>
<th>Doc/Reg #</th>
<th>Fishing Vessel Name</th>
<th>Date of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>123-456-789</td>
<td>example vessel</td>
<td>1/1/2023</td>
</tr>
</tbody>
</table>

Active Member: [LIST ACTIVE VESSELS] (check one):

With full knowledge of the rights and responsibilities of membership.

1. Member is signing this Agreement as a (check one):
   - [ ] Individual
   - [ ] Corporation
   - [ ] Association

2. This Agreement shall be in effect as of December 3, 2012, and shall be amended or rescinded as the same may be amended or rescinded from time to time, the "Operations Plan" and by executing this Adherence Agreement signed by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector.

3. Member has carefully reviewed the NEFS XI Sector "Operations Plan and adherence agreement" which are acknowledged, hereby agrees as follows:

4. Member is signing this Agreement with full knowledge of the rights and responsibilities of membership.

5. Upon execution of this Agreement by Member and the satisfaction of all conditions precedent to Member's membership in the Sector, Member shall be deemed upon execution of this Agreement by Member and the satisfaction of all conditions precedent to Member's membership in the Sector.

6. Member and all other Members of NEFS XI (the "Sector") have agreed to and executed this Agreement to this effect as execution of the Operations Plan by Member and all other Members of NEFS XI (the "Sector") has been authorized by the Sector. Any execution of this Agreement by Member and all other Members of NEFS XI (the "Sector") has been authorized by the Sector. Any exercise of such authority shall be deemed effective as of December 3, 2012, and shall be amended or rescinded as the same may be amended or rescinded from time to time, the "Operations Plan" and by executing this Adherence Agreement signed by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector.

THIS ADHERENCE AGREEMENT is entered into as of this day of 2012.
EXECUTED as of the day and year first set forth above.

ADHERENCE AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTH EAST FISHERY SECTOR XI
Records.

Admission as a Member of the Sector and such admission shall be reflected on the Sector’s membership roster when the conditions precedent to Member’s membership in the Sector, Member shall be deemed in accordance with the satisfaction of all conditions precedent to this Agreement as follows:

1. Upon execution of this Agreement by Member and the satisfaction of all conditions precedent to this Agreement, the Member has carefully reviewed the NEFS XI Sector Operations Plan and

2. Upon execution of this Agreement by Member and the satisfaction of all conditions precedent to this Agreement, the Member has carefully reviewed the NEFS XI Sector Operations Plan and

3. Member acknowledges that NEFS XI has adopted December 15 as the final date in which a NEFS XI member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

4. Upon signing this agreement as a (check one):

A. With full knowledge of the rights and responsibilities of membership

B. Non-Active Member

For example: Monkfish, skate, dogfish, herring, etc.

History in which Sector ACCE must be used to account for by-catch of sector allocated stocks. NEFS XI will be used to account for by-catch of sector allocated stocks.

Note: Member acknowledges that membership is conditioned on "active" NEFS XI permits.

Finishing Vessel Name

Doc/Reg: #

Finishing Vessel Name

Doc/Reg: #

Finishing Vessel Name

Acme Member: (List Active Vessels)

Member is signing this agreement as (check one):

A. With full knowledge of the rights and responsibilities of membership

B. Non-Active Member
3. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall

Non-Active Member □

Sector: Atlantic Stowfish

Note: Member acknowledges that membership is categorized as "active" if any RA

Fishing Vessel Name: 

Doc/Reg 

Member is signing this Agreement as a (check one):

Active Member (List Active Vessels) □

With full knowledge of the rights and responsibilities of membership

do so in the manner specified in the Operations Plan and the Sector.

Member who wishes to withdraw from the NEFS XI must

as the final date in which a Member may withdraw from NEFS XI prior to the

Member confirms that NEFS XI has adopted December 15

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall

"Sector:"

Agreement. Execution of this Agreement shall have the same effect as

Agreement agrees to be bound by all provisions of the Operations Plan and

amended or revised from time to time, the "Operations Plan," and by executing this

Plan and Agreement dated effective as of December 3, 2012 (as the same may be

Member has carefully reviewed the NEFS XI Sector Operations

following the the receipt and understanding, of which are acknowledged, hereby agrees as

November 20, 2012, by the undersigned "Member," who for good and valuable

This Adherence Agreement is entered into as of this day of

ADHERENCE AGREEMENT

FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

NORTHEAST FISHERY SECTOR XI
Records.

Admitted as a Member of the Sector and such admission shall be reflected on the Sector’s other conditions precedent to Members’ membership in the Sector. Member shall be deemed admitted without prejudice to execution of all other conditions precedent to Members’ membership in the Sector, membership shall be deemed upon execution of this Agreement by Member and the satisfaction of all conditions.

Non-Active Member □

For example: monkfish, skate, dogfish.

Fishery in which Member’s Vessel is to be used to account for by-catch or Sector Allocated Stocks listed below and owned by the Member will be used to harvest the Sector’s ACET or in a fishery in which a Member owns or controls the Vessel(s) listed below:

Note: Member acknowledges that membership is categorised as "active" if any MCMA permits are held.

<table>
<thead>
<tr>
<th>Doc/Ref</th>
<th>Name</th>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Active Members: (List active vessels)

1. Member is signing this Agreement as a (check one):
   - Member
   - Non-Active Member

2. With full knowledge of the rights and responsibilities of membership specified in the Operations Plan.

3. Initial date in which a NEFS X Member may withdraw from NEFS X prior to the start of the 2013 Member acknowledges that NEFS X has adopted December 15 as the initial date in which a NEFS X Member may withdraw from NEFS X.

4. Records.

Member and all other Members of NEFS XI (the "Sector").

Member and all other Members of NEFS XI (the "Sector") are bound by all provisions of the Operations Plan. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member.

Adherence Agreement dates effective as of December 3, 2012 (the same may be amended or restated from time to time, the "Operations Plan") and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan.

Member has carefully reviewed the NEFS XI Sector Operations Plan and acknowledges, hereby agrees as follows:

This ADHERENCE AGREEMENT is entered into as of this 10 day of December, 2012, by the undersigned "Member, whose for good and valuable consideration, the receipt and

ADHERENCE AGREEMENT

BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

NORTHEAST FISHERY SECTOR XI
EXEPUED as of the day and year first set forth above.

ADHERENCE AGREEMENT
FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
Records. 5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Members' membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admission shall be reflected in the Sector's records.

Non-Active Member □

For example: Monkeyfish, skate, dogfish.

Fisheye in which Sector ACL must be used to account for by-caught or sector allocated stocks listed below and owned by the Member will be used to harvest the sector's ACL or in a vessel listed in which a Member may wish to harvest as "active" if any HAP permits issued below.

Note: Member acknowledges that membership is categorized as "active" if any HAP permits are issued below.

<table>
<thead>
<tr>
<th>Active Member: (last active vessels)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fishing vessel name</td>
</tr>
<tr>
<td>Fisherman name</td>
</tr>
<tr>
<td>Fishing vessel name</td>
</tr>
</tbody>
</table>

Member is signing this Agreement as a (check one):
4. With full knowledge of all the rights, duties and responsibilities of membership specified in the Operations Plan.

Records.

Admitted as a Member of the Sector and such admission shall be reflected in the Sector's records. 2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Members' membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admission shall be reflected in the Sector's records. Agreement Annexed shall have the same effect as execution of the Operations Plan by all Members and all other Members of NEFS XI (the "Sector").

1. Member has carefully reviewed the NEFS XI Sector Operations Plan and accepts the contents of which are acknowledged, thereby agrees as follows:

THIS AGREEMENT IS ENTERED INTO AS OF THIS DAY OF ____________ 2013.

ADHERENCE AGREEMENT
FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTH EAST FISHERY SECTOR XI

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

ADHERENCE AGREEMENT
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
Records. 

Admission of a Member of the Sector and such admittance shall be reflected on the Sector’s other conditions precedent to Member’s membership in the Sector. Member shall be deemed 5. 

Upon execution of this Agreement by Member and the satisfaction of all 

Non-Active Member □

Note: Member acknowledges that membership is categorized as “active” if any MRL permits 

__doc#/ref # __doc#/ref # __doc#/ref # __doc#/ref #

Fishing Vessel Name: MHC523RM

Active Member: (LIST ACTIVE VESSELS)

Member is signing this agreement as a (check one): 4. 

With full knowledge of the rights and responsibilities of membership 

specified in the Operations Plan.

Fishing Year. A Member who wishes to withdraw from NEFS XI must do so in the manner 

final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 

Member acknowledges that NEFS XI has adopted December 15 as the 

2. 

Records. 

Admission of a Member of the Sector and such admittance shall be reflected on the Sector’s 

Member and all other Members of NEFS XI (the “Sector”). 1.

Adherence Agreement shall have the same effect as execution of the Operations Plan by 

to be bound by all provisions of the Operations Plan (“Operations Plan”). 2012 is the same may be amended or restated 

Agreement dated effective as of December 3, 2012, (a) the same Member has carefully reviewed the NEFS XI Sector Operations Plan and 

sufficiency of which are acknowledged. hereby agrees as follows: 3.

THIS ADHESION AGREEMENT is entered into as of this ___ day of 

NORTHEAST FISHERY SECTOR XI

ADHESION AGREEMENT
PY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
Notary Public: [Signature]

Permit Number: [Redacted]
Permit Number: [Redacted]
Permit Number: [Redacted]
Permit Number: [Redacted]

List all permits including those listed in 4.

Title: [Redacted]
Name of Authorized Representative (Print): [Redacted]
Owner/Entity Name: [Redacted]

Signature of Authorized Representative: [Signature]

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

[Redacted]}
ADHERENCE AGREEMENT
FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XIL
Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Members' membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admission shall be reflected on the Sector's records. A Member who wishes to withdraw from the Sector, must do so in the manner specified in the Operations Plan, dated December 3, 2012.

1. Member has carefully reviewed the NEFS XI Sector Operations Plan and acknowledges the contents thereof and the effect of this Agreement on the NEFS XI Sector Operations Plan.

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Members' membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admission shall be reflected on the Sector's records. A Member who wishes to withdraw from the Sector, must do so in the manner specified in the Operations Plan, dated December 3, 2012.

3. Member acknowledges that NEFS XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year.

4. With full knowledge of the rights and responsibilities of membership and in the operations plan, a Member wishing to withdraw from NEFS XI must do so in the manner specified in the Operations Plan, dated December 3, 2012.

Note: Member acknowledges that membership is categorized as "active" if any MRL permits held by and owned by the member will be used to harvest the sector's catch, or in a fishery in which sector ACL must be used to account for by-catch of sector allocated stocks.
My Commission Expires October 6, 2015
Notary Public
New Hampshire

Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
Permit Number: MRI
List all permits including those listed in 4.

Name of Authorized Representative (Print): A.E. Haug Fshing
Owner/Entity Name: x
Signature of Authorized Representative:

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

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

FOR 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
<table>
<thead>
<tr>
<th>Permit Number</th>
<th>MRI</th>
<th>Permit Number</th>
<th>MRI</th>
<th>Permit Number</th>
<th>MRI</th>
<th>Permit Number</th>
<th>MRI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1502014</td>
<td>MRI</td>
<td>1487</td>
<td>MRI</td>
<td></td>
<td>MRI</td>
<td></td>
<td>MRI</td>
</tr>
<tr>
<td>FUM 5942</td>
<td>MRI</td>
<td>ONK 980</td>
<td>MRI</td>
<td></td>
<td>MRI</td>
<td></td>
<td>MRI</td>
</tr>
</tbody>
</table>

List all permits including those listed in 4.

Notary Public: (Signature)

[Stamp]

Page 2 of 2
Records.

Admitted as a Member of the Sector and such admission shall be reflected on the Sector's.

other conditions precedent to Member's membership in the Sector. Member shall be deemed

Upon execution of this Agreement by Member and the satisfaction of all

Non-Active Member □

Note: Member acknowledges that membership is categorized as "active" if any MRL permits


doc/Ne "Fishing Vessel Name"

Fishing Vessel Name

y 3/ 

member (not active vessels)

Member is signing this agreement as a (check one):

With full knowledge of the rights and responsibilities of membership

specified in the operations plan.

Fishing year: A Member who wishes to withdraw from NEFS XI must do so in the manner

 frivolous withdrawals from NEFS XI may withdraw from NEFS XI prior to the start of the 2013

Member acknowledges that NEFS XI has adopted December 15 as the

Records.

Admitted as a Member of the Sector and such admission shall be reflected on the Sector's

other conditions precedent to Member's membership in the Sector. Member shall be deemed

Upon execution of this Agreement by Member and the satisfaction of all

Member and all other Members of NEFS XI (the "Sector").

Adherence Agreement shall have the same effect as execution of the Operations Plan By

to be bound by all provisions of the Operations Plan ("Operations Plan") and by executing this Adherence Agreement agrees

Agreement dated effective as of December 3, 2012 (as the same may be amended or restated

Member has carefully reviewed the NEFS XI Sector Operations Plan and

sufficiency of which are acknowledged, hereby agrees as follows:

2012, by the undersigned "Member", who for good and valuable consideration, the receipt and

THIS ADHERENCE AGREEMENT is entered into as of this day of

Adherence Agreement

For 2013 Sector Operation Plan and Agreement

Northeast Fisheries Sector XI
Title: 

Name of Authorized Representative (print): 

Owner/Entity Name: 

Signature of Authorized Representative: 

Permit Number: 1364656-1489

List all permits including those listed in 4.

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

ADHERENCE AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
Non-Active Member

Active Member (List active vessels)

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

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

2. Operations Plan by Member and all other Members of NEFS XI (the "Sector"). Execution of this Agreement will have the same effect as the Operations Plan.

3. Member acknowledges that NEFS XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 Fishing Year. A Member who wishes to withdraw from NEFS XI may do so in the manner specified in the Operations Plan.

4. Member acknowledges that, if any MRT cards are issued for the Sector, the number of MRT cards issued shall be determined under the procedures of the Operations Plan.

November 24, 2012

This Agreement is entered into as of this day of

Adherence Agreement
By 2013 Sector Operations Plan and Agreement
NorthEast Fisheries Sector XI
Title:

Owner/Entity Name:

Signature of Authorized Representative:

List all permits including those listed in 4. EXECUTED as of the day and year first set forth above.

Continued on next page.

The Sector’s records. The Member’s membership in the Sector shall be deemed admitted as a Member of the Sector and such admission shall be recorded on said records. The Sector shall not be required to perform any action prior to the execution of this Agreement by the Member and the satisfaction of all other conditions precedent to Member. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member's membership shall be deemed admitted as a Member of the Sector and such admission shall be recorded on said records.

ADHERENCE AGREEMENT

FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

NORTHEAST FISHERY SECTOR IX
1. Member has carefully reviewed the NEFS XI Sector Operations Plan and Adherence Agreement, and hereby agrees to be bound by all provisions of the NEFS XI Sector Operations Plan and Adherence Agreement, as applicable to the Member's membership in the Sector. The Member acknowledges that the NEFS XI Sector Operations Plan and Adherence Agreement have been modified from time to time, as applicable to the Member's membership in the Sector.

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

3. Member acknowledges that NEFS XI has adopted December 15 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

4. Member is signing this agreement as follows:

   - [ ] Active Member: (LIST ACTIVE VESSELS)
   - [ ] Fishing Vessel Name
   - [ ] Doc/Reg #
   - [ ] Fishing Vessel Name
   - [ ] Doc/Reg #

   With full knowledge of the rights and responsibilities of membership admitted as a Member of the Sector and such admission shall be reflected on the Sector's records.

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

| Permit Number: | M41 |
| Permit Number: | M41 |
| Permit Number: | M41 |
| Permit Number: | M41 |
| Permit Number: | M41 |

List all permits including those listed in 4.

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

ADHERENCE AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHWEST FISHERY SECTOR XI
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership in the Sector, Member shall:

- Non-Active Member □

Sector Allocated Stocks for example: Monkish, skate, dogfish.

Note: Member acknowledges that Membership is categorized as "active" if any MRV

_________________________ #
Fishing Vessel Name
_________________________ #
Doc/Reg

_________________________ #
Fishing Vessel Name
_________________________ #
Doc/Reg

_________________________ #
Fishing Vessel Name
_________________________ #
Doc/Reg

Active Member (LIST ACTIVE VESSELS) □

Member is signing this Agreement as a check one: 9. With full knowledge of the rights and responsibilities of membership on the Sector records.

do so in the manner specified in the Operating Plan.

3. Member acknowledges that NEFS XI has been adopted December 15

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership in the Sector, Member shall:

execution of the Operating Plan by Member and all other Members of NEFS XI (the

execution of this Agreement shall have the same effect as

Adherence Agreement agrees to be bound by all provisions of the Operating Plan and

member has carefully reviewed the NEFS XI Sector Operating Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operating Plan") and by executing this

follows:

consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as

This Adherence Agreement is entered into as of the day of

Adherence Agreement

FY 2013 Operating Plan and Agreement

Northeast Fisheries Sector XI
**NORTHEAST FISHERY SECTOR XI**  
**Fy 2013 Sector Operations Plan and Agreement Adherence Agreement**  
Continued on next page.

<table>
<thead>
<tr>
<th>Permit Number:</th>
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<th>Permit Number:</th>
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<td>M1</td>
<td>198</td>
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</tbody>
</table>

List all permits including those listed in 4.

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

**Signature of Authorized Representative:**

**Owner/Entity Name:** Karlheinz LLC

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

**Title:**

**Notary Public:**

(Seal)

(Stamp)

Robin Baker  
Notary Public  
Expires Aug 13, 2013

Page 2 of 2
Records.

admitted as a Member of the Sector and such admittance shall be reflected on the Sector's.
other conditions precedent to Member's membership in the Sector, a Member shall be deemed

Upon execution of this Agreement by Member and the satisfaction of all

Non-Active Member □

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

Fishing Vessel Name
Doc/Reg #

Fishing Vessel Name
Doc/Reg #

Fishing Vessel Name
Doc/Reg #

Active Member (LIST ACTIVE VESSELS) □

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

specificed in the Operations Plan.

Fishing Year. A Member who wishes to withdraw from NEFS IX must do so in the manner
final date in which a NEFS IX Member may withdraw from NEFS IX prior to the start of the 2013
Member acknowledges that NEFS IX has adopted December 15 as the

Records.

admitted as a Member of the Sector and such admittance shall be reflected on the Sector's.
other conditions precedent to Member's membership in the Sector, a Member shall be deemed

Upon execution of this Agreement by Member and the satisfaction of all

Member and all other Members of NEFS IX (the "Sector") shall have the same effect as execution of the Operations Plan.

Adherence Agreement shall so long as the Operations Plan and Agreement. Execution of this

Agreement date effective as of December 3, 2012, is the same may be amended or restated
Member has carefully reviewed the NEFS IX Sector Operations Plan and

sufficiency of which are acknowledged. Hereby agrees as follows:
2012, by the undersigned "Member," who for good and valuable consideration, the receipt and

THIS ADHERENCE AGREEMENT is entered into as of the __ __ day of __ __, 20__

ADHERENCE AGREEMENT
BY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

NORTHEAST FISHERY SECTOR IX
Notary Public:

<table>
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<td>M1</td>
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</tbody>
</table>

List all permits including those listed in 4.

Title:

Pharoah Lack

Name of Authorized Representative (print):

Owner/Entity Name:

Signature of Authorized Representative:

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

ADHERENCE AGREEMENT
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XI
Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed a "Member" of the "Sector".  

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed a "Member" of the "Sector".  

Non-Active Member  

Note: Member acknowledges that membership is categorized as "active" if any MR permits are held by the member or the vessel owner or vessel operator.  

<table>
<thead>
<tr>
<th>Name of Member</th>
<th>Date of Birth</th>
<th>Fishing Vessel Name</th>
<th>DOC/Reg #</th>
<th>Active Member</th>
<th>List of Vessels</th>
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<tbody>
<tr>
<td>John Doe</td>
<td>01/01/1960</td>
<td>Vessel A</td>
<td>1234</td>
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<tr>
<td>Jane Smith</td>
<td>02/02/1960</td>
<td>Vessel B</td>
<td>5678</td>
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<tr>
<td>Alice Johnson</td>
<td>03/03/1960</td>
<td>Vessel C</td>
<td>9012</td>
<td></td>
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</tr>
</tbody>
</table>

Member is signing this agreement as a (check one): 

4. Member is signing this agreement as (check one): 

With full knowledge of the rights and responsibilities of membership specified in the Operations Plan.  

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to the Sector's membership in the Sector, Member shall be deemed a "Member" of the "Sector".  

Adherence Agreement dated effective as of December 3, 2013, as the same may be amended or restated, Member has carefully reviewed the NELS X Sector Operations Plan and acknowledges that the NELS X Sector Operations Plan contains provisions concerning the Sector's membership and that all Members of the Sector, including the undersigned, "Member", agree to be bound by all provisions of the Operations Plan and Adherence Agreement dated effective as of December 3, 2013, as the same may be amended or restated, and by executing this Adherence Agreement agrees to observe the same.  

This Adherence Agreement is entered into as of this _day of_ __________, 2013.
<table>
<thead>
<tr>
<th>Permit Number:</th>
<th>Permit Number:</th>
<th>Permit Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>25056.6</td>
<td>MRI 1975</td>
<td>MRI 48003</td>
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<td>149701</td>
<td>MRI</td>
<td>MRI</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Representative:

Jeremy Davis

Owner/Entity Name: X

Name of Authorized Representative (print):

State of New York:

Title: Owner

Lynn A. Keister
Notary Public

My Commission Expires 05-14-2017

Estate of

Before me,

Notary Public

[Signature]
Records:

1. Adhered as a Member of the Sector and such adhesion shall be reflected on the Sector’s membership record. Non-Active Member is adhesion is registered as a Member on the Sector Membership Record. The Manner shall be deemed executed upon execution of this Agreement by Member.

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member’s membership in the Sector, Member shall be deemed a Member of the Sector.

3. Note: Member acknowledges that membership in the Sector is categorized as “active” if any NMF permits shall be required.

4. Active Member: (USL ACTIVE VESSELS)

Member is signing this Agreement as (check one):

- Actively fishing vessel name
- Active vessel name
- Active vessel name
- Active vessel name

Specified in the Operations Plan:

Member yearly, a member who wishes to withdraw from NFS XI must do so in the manner and date in which a NFS XI member may withdraw from NFS XI prior to the start of the 2013 fishing year. A member may withdraw from NFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NFS XI must do so in the manner and date in which a NFS XI member may withdraw from NFS XI prior to the start of the 2013 fishing year.

Records:

1. Adhered as a Member of the Sector and such adhesion shall be reflected on the Sector’s membership record. Non-Active Member is adhesion is registered as a Member on the Sector Membership Record. The Manner shall be deemed executed upon execution of this Agreement by Member.

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member’s membership in the Sector, Member shall be deemed a Member of the Sector.

3. Note: Member acknowledges that membership in the Sector is categorized as “active” if any NMF permits shall be required.

4. Active Member: (USL ACTIVE VESSELS)

Member is signing this Agreement as (check one):

- Actively fishing vessel name
- Active vessel name
- Active vessel name
- Active vessel name

Specified in the Operations Plan:

Member yearly, a member who wishes to withdraw from NFS XI must do so in the manner and date in which a NFS XI member may withdraw from NFS XI prior to the start of the 2013 fishing year. A member may withdraw from NFS XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NFS XI must do so in the manner and date in which a NFS XI member may withdraw from NFS XI prior to the start of the 2013 fishing year.

This ADFRENE AGREEMENT is entered into as of this ___ day of November, 2013.

NEARTHEST FISHERY SECTOR XI
Notary Public:

Title: 

Name of Authorized Representative (Print): 

Owner/Entity Name: 

Signature of Authorized Representative:
Records.

A member of the Sector and such admission shall be rejected on the Sector’s other conditions precedent to Membership. Membership in the Sector’s, Member shall be deemed expired after execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership.

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership, Member shall be deemed expired.

Non-Active Member

For example: Moonfish, skate, dogfish.

Note: Member acknowledges that membership is categorized as “active” if any MRL permits in fishery in which sector ACL must be used to account for by-catch of sector allocated stocks issued to member.

Active Member: [List Active Vessels]

Member is signing this agreement as a (check one):

4. With full knowledge of the rights and responsibilities of membership.

Records.

A member of the Sector and such admission shall be rejected on the Sector’s other conditions precedent to Membership. Membership in the Sector’s, Member shall be deemed expired after execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership.

1. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Membership.

Member has carefully reviewed the NEFS XI Sector Operations Plan and acknowledges of which are acknowledged, hereby agree as follows:

ADHESION AGREEMENT

By 2013 Sector Operations Plan and Agreement
NORTHEAST FISHERY SECTOR XI
List all permits including those listed in 4.

Permit Number: 149502 MRI 85
Permit Number: 151405 MRI 85
Permit Number: 
Permit Number: 
Permit Number: 

Notary Public: [Signature]

Signature of Authorized Representative: [Signature]
Owner/Entity Name: [Name]
Name of Authorized Representative (print): [Name]
Title: MANAGER
Records.

Admitted as a Member of the Sector and such admission shall be reflected on the Sector's other conditions precedent to Members' membership in the Sector. Member shall be deemed upon execution of this Agreement by Member and the satisfaction of all

Non-Active Member

For example: membership, dates, does not.

Fishing vessel's name must be used to account for bycatch of sector allocated stock.

Listed below and owned by the member will be used to represent the Sector's ACQ, or in a

Active Member: (LIST ACTIVE VESSELS)

Active Member is signing this agreement as (check one):

With full knowledge of the rights and responsibilities of membership

Specified in the Operations Plan.

Member X may withdraw from NEFS I X, at any time, and withdrawals from NEFS I X prior to the start of the 2013

Final date in which a NEFS I X Member may withdraw from NEFS I X prior to the start of the 2013

Member acknowledges that NEFS I X has adopted December 15 as the

Record: of NEFS X (the "Sector")

Adherence Agreement shall have the same effect as execution of the Operations Plan by

Member and all other Members of NEFS X, to be bound by all provisions of the Operations Plan, and shall be deemed to be Members of NEFS X Sector Operations Plan agreed to time, time, the "Operations Plan" and by executing this Adherence Agreement.

From time to time, the NEFS X Sector Operations Plan, and by executing this Adherence Agreement.

Member has carefully reviewed the NEFS X Sector Operations Plan and

This Adherence Agreement is executed as of this date of __/__/____. The receipt and

Adherence Agreement

By 2013 Sector Operations Plan and Agreement

Northeast Fisheries Sector X

"Member", who for good and valuable consideration, the receipt and
My Commission Expires August 13, 2013
Notary Public: John Doe

Title: 

Permit Number: MRL 
Permit Number: MRL 
Permit Number: MRL 
Permit Number: MRL 
Permit Number: MRL 
Permit Number: MRL 

List all permits including those listed in 4.

Signature of Authorized Representative:

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

ADHÉRENCE À L'ACCORD

Par 2012 Séction Opérations Plan et Accord NORTHEAST FISHERY SECTOR XI
Records:

1. Member and all other members of the Sector XI the „Sector‟, hereby agrees to the operation Plan for the Year 2013 (the „Operational Plan‟) and by executing this agreement, the member agrees to be bound by all provisions of the Operational Plan. Execution of this Agreement dated effective as of December 3, 2012 (the same may be amended or rescinded at any time).

2. Upon execution of this Agreement by Member and the satisfaction of all

3. Member acknowledges that NEFS XI has adopted December 15 as the

4. With full knowledge of the rights and responsibilities of membership, Member acknowledges the Agreement as a check one:

5. Upon execution of this Agreement by Member and the satisfaction of all

Active Member: (List Active Vessels)

Record:

Note: Member acknowledges that membership is categorized as „active‟ if any MRA permits fishing vessels to fish in sector XI (the „Sector‟).

For example: monkfish, skate, dogfish, mixed stock

Member acknowledges that membership is categorized as „active‟ if any MRA permits fishing vessels to fish in sector XI (the „Sector‟).
EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

[Signature]

Owner/Entity Name:

[Name]

Name of Authorized Representative (print):

[Printed Name]

Title:

List all permits including those listed in 4.

Permit Number: 221342 MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Notary Public:

Express Exp. Apr. 27, 2010
Records admitted as a Member of the Sector and such admittance shall be reflected on the Sector’s other conditions precedent to Members’ membership in the Sector. Member shall be deemed upon execution of this Agreement by Member and the satisfaction of all specified in the Operations Plan.

1. Member has carefully reviewed the NEFs XI Sector Operations Plan and, by executing this Agreement, agrees to be bound by all provisions of the Operations Plan. The “Operations Plan” is attached hereto and is considered to have the same effect as execution of this Agreement.

2. Member and all other Members of NEFs XI (the “Sector”) agree that NEFs XI agrees to the same effect as execution of the Operations Plan by the Sector, which shall be effective from time to time, the “Operations Plan”, and by executing this Agreement, agrees to be bound by all provisions of the Operations Plan.

3. Member acknowledges that NEFs XI has adopted December 15 as the Final date in which a NEFs XI Member may withdraw from NEFs XI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFs XI must do so in the manner specified in the Operations Plan.

4. Member is signing this Agreement as a (check one): a. Non-Active Member □

Note: Member acknowledges that membership is categorized as “active” if any MRL permits listed below and owned by the Member will be used to harvest the Sector’s ACs, or in a list of vessels that member is a member of (last active vessels).

Fishing Vessel Name # Doc/Re# Fishing Vessel Name # Doc/Re# Fishing Vessel Name # Doc/Re#

□ Active Member (last active vessels)
Notary Public:

Permit Number: 149862 MRL 1734
Permit Number: 149862 MRL 1790
Permit Number: 149862 MRL 1874
Permit Number: 149862 MRL 1949

[Stamps and signatures]

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

ADHERENCE AGREEMENT
BY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHEAST FISHERY SECTOR XII
Records:

admitted as a Member of the Sector and such admission shall be reflected on the Sector’s other conditions precedent to Members’ membership in the Sector, Member shall be deemed satisfied of all upon execution of this Agreement by Member and the satisfaction of all.

5. Upon execution of this Agreement by Member and the satisfaction of all

Non-Active Member □

For example: monchips, etc., do fishy.

Allegations: A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

Fishery; a Member may withdraw from NEFS XI prior to the start of the 2013 final date in which a NEFS XI Member may withdraw from NEFS XI has adopted December 15 as the 3. Member acknowledges that NEFS XI has adopted December 15 as the

Records.

admitted as a Member of the Sector and such admission shall be reflected on the Sector’s other conditions precedent to Members’ membership in the Sector, Member shall be deemed satisfied of all

upon execution of this Agreement by Member and the satisfaction of all.

1. Member has certified that the NEFS XI Sector Operations Plan and

2. Upon execution of this Agreement by Member and the satisfaction of all

Adherence Agreement shall have the same effect as execution of the Operations Plan by

Agreement entered into as of this 21 day of November 2012.

This Adherence Agreement is entered into as of this 21 day of November 2012.

Adherence Agreement

By 2013 Sector Operations Plan and Agreement

Northeast Fisheries Sector XI
Notary Public: [Signature]

Permit Number: MR1
Permit Number: MR1
Permit Number: MR1
Permit Number: MR1
Permit Number: 146049 MR1 1821

Title: Owner/Legal
Name of Authorized Representative (Print):
Owner/Entity Name:
Signature of Authorized Representative:

List all permits including those listed in 4.

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

ADHERENCE AGREEMENT
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
NORTHWEST FISHERY SECTOR XI
National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:18 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: LADY VICTORIA
Northeast Federal Fishery Permit: 131421
US Coast Guard Doc #/State Registration #: NH0001CF
Primary Owner/Corporation Name: CHARLES H FELCH JR
Address:
118 CENTENNIAL STREET
SEABROOK, NH 03874
Phone: (603) 474-7342

Hailing Port: SEABROOK, NH.
Principal Port: SEABROOK, NH.
Max Trap Allocation: 800

Sector: NEFS 11

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

<table>
<thead>
<tr>
<th>Permit Year</th>
<th>Plan</th>
<th>Category</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
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<td>03-MAY-13</td>
<td>30-APR-14</td>
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<td>03-MAY-13</td>
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</table>
National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:18 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: KAREN LYN
Northeast Federal Fishery Permit: 144049
US Coast Guard Doc #/State Registration #: NH9118AW
Primary Owner/Corporation Name: JAYSON J DRISCOLL
Address:
138 POWDER MILL ROAD
EXETER, NH 03833
Phone: (603) 772-0010

Hailing Port: RYE, NH.
Principal Port: RYE, NH.

Sector: Not in a Sector

Valid Sector LOA? N/A

Most Recent Northeast Federal Fishery Permit Data

<table>
<thead>
<tr>
<th>Permit Year</th>
<th>Plan</th>
<th>Category</th>
<th>Description</th>
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<th>End Date</th>
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National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:19 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: JACQUIE AND NICOLE
Northeast Federal Fishery Permit: 233539
US Coast Guard Doc #/State Registration #: 1165554
Primary Owner/Corporation Name: JEFFREY WHITE
Address:
PO BOX 851
YORK, ME 03909
Phone: (207) 451-0219

Hailing Port: YORK HARBOR, ME.
Principal Port: YORK HARBOR, ME.
Max Trap Allocation: 800

Sector: NEFS 11
Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

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