

1 SECTOR OPERATIONS PLAN AND AGREEMENT

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

5  
6 **Recitals**

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

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

15 **Agreement**

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

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

23 2. **Sector Eligibility and Membership**. To be eligible to be a member of the Sector, a  
24 person must hold a limited access Northeast multi-species permit and meet all other Sector  
25 eligibility requirements established from time to time by the Sector's Board of Directors (the

1 “Board”). Any person wishing to become a Sector member must submit an application no later  
2 than sixty (60) days prior to the annual deadline by which Sector applications must be  
3 submitted to NMFS. Sector membership shall be effective upon admission of a member by the  
4 Board and acceptance by execution by such member of the Sector’s Membership Agreement.  
5 Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion  
6 provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing  
7 year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement.  
8 The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit”  
9 (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), associated with the Sector’s  
10 allocations under Amendment 16 are identified on the attached Exhibit A, which may be  
11 amended from time to time in accordance with this Agreement and the Sector’s Bylaws.  
12 **Vessels are not listed in Exhibit A because this is a lease-only Sector, and there will not be any**  
13 **active vessels in FY2013 .**

14 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP  
15 defines a sector as a group of three or more persons, none of whom have an ownership interest  
16 in the other two persons in the sector. This criterion has been fulfilled with permit # 149675  
17 under the distinct ownership of F/V EMILIE INC., permit # 150666 under the distinct ownership  
18 of Boston Sustainable Fishing Preservation Fund., and permit # 150592 under the distinct  
19 ownership of The Gloucester Fishing Community Preservation Fund, Inc.

20 3. Member and Vessel Permits. The attached Exhibit B is provided in accordance with  
21 the requirements of Amendment 16 that all state and federal permits held by Members or  
22 assigned to Members’ vessels be disclosed in each sector’s bi-annual operations plan. This  
23 sector will be a lease-only sector in 2013 which will cause all state and federal non-groundfish  
24 permits/endorsements associated with the sector vessels to be inactive in FY 2013 .

25 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all  
26 documents necessary to obtain the Sector’s Amendment 16 bi-annual catch entitlement  
27 (“ACE”). The Sector shall request all universal exemptions granted to sectors under  
28 Amendment 16 and relating multispecies implementing regulations; and any special exemptions

1 the Board deems appropriate. The special exemptions initially requested by the Sector are  
2 identified on the “Harvesting Rules” attached hereto as Exhibit C.

3 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is  
4 composed of allocations for each species of Northeast multispecies groundfish allocated by  
5 Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and  
6 conditions of this Agreement, each Member shall be entitled to transfer an amount of the  
7 Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such species  
8 that the Sector receives as a result of such Member’s membership in the Sector. The amount of  
9 Sector ACE a Member may transfer, as adjusted by transfers and Sector retainages made in  
10 accordance with this Agreement, is referred to hereafter as a Member’s “Harvest Share”. Each  
11 Member may transfer its Harvest Share only under the terms and conditions of this Agreement  
12 and in compliance with the restrictions imposed by the Manager (as defined below), the  
13 Enforcement Committee (as defined below) and the Board in accordance with this Agreement.  
14 Any other attempted transfer of a Member’s Harvest Share shall be a breach of this Agreement.

15 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a  
16 person to act as the Sector’s authorized agent in all NMFS and New England Fishery  
17 Management Council matters (the “Manager”), and a person to serve as the registered agent  
18 for receiving service of process on behalf of the Sector (the “Registered Agent”). The  
19 procedures for appointing the Manager and the Registered Agent shall be as provided in the  
20 Sector’s Bylaws, as the same may be amended from time to time. The Manager and the  
21 Registered Agent may be the same person. The Manager shall be responsible for preparing and  
22 filing all reports required of the Sector under Amendment 16 and the related implementing  
23 regulations. Vito Giacalone, will serve as the registered agent for receiving service of process  
24 on behalf of the Sector, and will serve as the NEFS IV Sector Manager.

25 6.1 Communication with Sector. The Manager is the primary point of contact for  
26 all communications on behalf of the Sector and all communications regarding NEFS IV should be  
27 directed accordingly. In addition to the Sector Manager, Paula Sullivan is authorized to act on behalf of

1 the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:  
2 Angela Sanfilippo, Dale Brown, Jacqueline Odell, Vito Giacalone

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

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

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

8 7.1 Reserve. No Reserve is required for FY 2013 . Sector Members will not  
9 harvest sector ACE. The sector manager will utilize Inter and Intra sector transfers to move ace  
10 between members and to fully utilize the ACE allocated to the Sector.

11 7.2 Harvest Share Use. This Sector is comprised of non-active Members only,  
12 who shall not harvest Sector ACE, including without limitation, their own Harvest Share.  
13 Members may transfer (lease) harvest share between members and the sector manager will  
14 execute transfers of sector ACE through inter-sector leasing.

15 7.3 Harvest Share Transfer. Subject to the terms and conditions of this  
16 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or  
17 more Active Member(s) on such terms and conditions as the transferor Member and the  
18 transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall  
19 become effective until the Manager has received actual notice of such transfer. No Member  
20 may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE to any  
21 person other than an Active Member unless the Board first authorizes such transfer in writing.  
22 Any such transfer shall be subject to such terms and conditions as the Board may adopt from  
23 time to time, including but not limited to establishment of procedures to implement a Right of  
24 First Offer (the "ROFO") that is extended to Active Members of the Sector, Active Members of  
25 other Northeast Fishery Sectors, and certain other parties in accordance with the terms and  
26 conditions established by the Board. Without limiting the foregoing, the Sector Board of  
27 Directors may condition, review, approve and restrict transfers of Harvest Shares to non-

1 Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation  
2 and ensure that the Sector’s management and administrative costs can be recouped through  
3 reasonable Sector membership fees established by the Board.

4 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt  
5 such restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the  
6 Sector’s compliance with Amendment 16 and related implementing regulations (such  
7 restrictions referred to hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on  
8 **Exhibit C**. Each Member shall conduct their harvest of the Sector’s ACE in strict compliance  
9 with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such  
10 Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The Manager  
11 shall annually develop a Sector fishing plan (the “Fishing Plan”), that promotes harvest of the  
12 Sector’s ACE **in accordance with the Harvesting Rules**, and shall make the Fishing Plan available  
13 to Active Members prior to the commencement of the fishing season. However, at this time  
14 no active members comprise this sector.

15 7.5 Re-direction Of Effort. As of the Effective Date, the Members have not  
16 identified any anticipated redirection of fishing effort resulting from Sector formation and  
17 operations. Since IV NEFS will operate exclusively as a “lease only” sector, all federal and state  
18 permits and endorsements associated with IV NEFS Member vessels will remain dormant  
19 throughout the 2012 fishing year. Pursuant to the requirements of Amendment 16, the Sector  
20 shall report all Member fishing activity known to it as part of its annual report.

21 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.  
22 NA

23 7.7 Consolidation and Redistribution of ACE: In FY 2012, 0% of the permits enrolled in  
24 the NEFS IV for FY 2013 are attached to vessels actively fishing for NE multispecies. For FY  
25 2013, 49 permits are currently enrolled in NEFS IV. The member permits that are not attached  
26 to active NE multispecies vessels in FY 2013 are the same permits that leased out their harvest  
27 share in FY 2010, 2011, 2012; and their DAS allocations in FY 2009. NEFS IV will lease a majority

1 of its Sectors ACE to NEFS II and NEFS III, for utilization by active vessels enrolled in these  
2 sectors. This leasing will have the net positive effect of minimizing the potential of  
3 consolidation of active vessels enrolled in those sectors that have historically participated in the  
4 multispecies fishery.

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

17       9. Catch Monitoring and Reporting. At this time no active members comprise this  
18 sector.

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

1                   10.1 Liquidated Damages Schedule and Schedule Amendments. NA

2                   10.2 Enforcement Committee. Not less than one hundred twenty (120) days  
3 prior to each annual Northeast multispecies groundfish season opening date (the “Season  
4 Opening Date”), the Manager shall call a meeting of the Board to appoint the Enforcement  
5 Committee for the upcoming year, and to address any other matters of Sector business  
6 properly before the Board. The Board shall meet for those purposes not less than ninety (90)  
7 days prior to the Season Opening Date, and at such meeting shall appoint an Enforcement  
8 Committee composed of five (5) persons. If the Board fails to do so, the Manager shall appoint  
9 the Enforcement Committee. The Enforcement Committee shall assist the Manager in setting  
10 and updating the liquidated damages amounts for breaches of this Agreement and shall hear  
11 and decide Members’ appeals of the Manager’s contract breach determinations and liquidated  
12 damages assessments.

13                   10.3 Liquidated Damages Base Value and Multiplier Adoption. NA

14                   10.4 Liquidated Damages Calculation. NA

15                   10.5 Notice to Vessel Masters; Assumption of Liability. NA At this time no active  
16 members comprise this sector.

17                   10.6 Liquidated Damages Security. NA

18                   10.7 Manager Action in Response to Apparent Breach. The Manager shall  
19 monitor the Members’ compliance with the terms and conditions of this Agreement. If the  
20 Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager  
21 shall investigate the matter, and if the Manager concludes that a Member has breached this  
22 Agreement, the Manager shall notify such Member of the apparent breach and (if such breach  
23 is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach.  
24 If such Member fails to demonstrate to the Manager, in the Manager’s sole and absolute  
25 discretion, that no breach occurred, or to cure the breach within the time period directed by  
26 the Manager, taking into account the magnitude of the breach and the potential consequences  
27 of the breach for the Sector and the other Members, the Manager shall notify the Member in

1 writing that the Manager is referring the alleged breach to the Enforcement Committee, and  
2 shall notify the Enforcement Committee in writing of the alleged breach and the proposed  
3 liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure  
4 period described above, the Manager concludes it is necessary for the protection of the  
5 interests of the Sector and its Members, the Manager may issue a “Stop Fishing Order” to the  
6 Member in apparent breach, and if such Member fails to cause the vessels harvesting its  
7 Harvest Share to immediately stop fishing , the sector manager may take any action he/she  
8 deems necessary including without limitation, self help or court action which may include the  
9 seeking of injunctive relief.

10 10.8 Member Appeals. NA

11 10.9 Voluntary Compliance. In connection with breaches of this Agreement for  
12 which a Member is liable to the Sector or other Sector Members for liquidated damages, the  
13 Sector shall provide the breaching Member fifteen (15) days prior notice of its intent to exercise  
14 its rights of collection, during which period the Member may propose an alternative method of  
15 compensating the Sector and other Sector Members for the damages suffered as the result of  
16 such Member’s breach. The Enforcement Committee may approve or disapprove any  
17 alternative form of compensation in its sole discretion, provided that if the breach at issue is an  
18 overharvest of a Member’s Harvest Share, there shall be no liquidated damages imposed if the  
19 Member in breach obtains sufficient Harvest Share from other Members to offset the  
20 overharvest, and tenders conclusive evidence to that effect to the Enforcement Committee.  
21 Such Member shall nevertheless remain liable for the costs and fees incurred by the Sector in  
22 connection with the alleged breach, and the Sector shall be entitled to collect such costs and  
23 fees if such Member fails to pay the same within ten (10) days of receiving the Sector’s demand  
24 for payment.

25 10.10 Liquidated Damages Collection and Related Expenses. NA

26 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA

27 10.12 Distribution of Damages. NA

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

11 In consideration of the foregoing, each Member agrees to indemnify, defend and hold the  
12 Sector and all other Members harmless from and against all liabilities, claims, fines, penalties  
13 and forfeitures of any nature whatsoever arising out of or related to any breach of this  
14 Agreement related to such Active Member's use of Sector ACE, and each Member agrees to  
15 indemnify, defend and hold the Sector and the other Members harmless from and against all  
16 liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or  
17 related to such Member's breach of this Agreement. Each Member authorizes the Board to  
18 require that a Member's obligations under this Section 11 be secured by a surety.

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

1 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date,  
2 above, a Member that is eligible to terminate such Member's Sector membership may do so  
3 only by providing written notice to that effect to all other Members sixty (60) days prior to the  
4 NMFS established Sector Roster Enrollment deadline for the upcoming fishing year, or such  
5 date as the Board may from time to time establish for that purpose (the "Termination Date")  
6 each year. Currently this deadline is established as December 1<sup>st</sup>. A Member that fails to  
7 provide such notice by the Termination Date shall be deemed to have automatically renewed  
8 its Sector membership for the following year, and all other Members shall be entitled to act in  
9 reliance on such renewal accordingly. If any Member provides a membership termination  
10 notice by the Termination Date, each of the other Members shall have ten (10) days from the  
11 date they receive such notice to terminate their membership as well, notwithstanding the  
12 Termination Date notice deadline. Termination of membership in the Sector shall be effective  
13 as of the final day of the current fishing year.

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

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

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

16           14. Stop Fishing Order; Injunctive Relief. NA

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

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

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

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

26 The party's written request for arbitration shall include the name of the arbitrator selected by  
27 the party requesting arbitration. The respondent party shall have ten (10) days to provide  
28 written notice of the name of the arbitrator it has selected, if any. If the other party timely

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

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

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

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

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

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1 **EXHIBIT A**

2 **Sector Membership Fishing Year 2013 (May 1, 2013 to April 30, 2014) & Sector Membership Fishing**  
3 **Year 2014 (May 1, 2014 to April 30, 2015)**

4 SECTOR MEMBERS: The following table identifies the NEFS IV Members:

MRI	Permit Number	Vessel Name	Owner/Entity
421	149838	SALVATORE	KDL, INC
246	150592	ACME	Gloucester Fishing Community Preservation Fund, Inc
2678	151157	AMERICAN EAGLE	Gloucester Fishing Community Preservation Fund, Inc
234	150600	AVALON II	Gloucester Fishing Community Preservation Fund, Inc
1491	150600	BLUE SURF	Gloucester Fishing Community Preservation Fund, Inc
1365	150589	BLUE WATERS	Gloucester Fishing Community Preservation Fund, Inc
1320	150659	BONAVENTURE	Gloucester Fishing Community Preservation Fund, Inc
147	151157	CABARET IV II	Gloucester Fishing Community Preservation Fund, Inc
1880	150789	CAPE COD	Gloucester Fishing Community Preservation Fund, Inc
505	150781	CAPE MAY	Gloucester Fishing Community Preservation Fund, Inc
794	150929	CHARLOTTE G II	Gloucester Fishing Community Preservation Fund, Inc
1551	150592	DOLORES J II	Gloucester Fishing Community Preservation Fund, Inc
125	150722	DOLPHIN	Gloucester Fishing Community Preservation Fund, Inc
594	241218	ENDEAVOR	Gloucester Fishing Community Preservation Fund, Inc
1709	150531	HOLY CROSS	Gloucester Fishing Community Preservation Fund, Inc
444	150513	HOLY FAMILY	Gloucester Fishing Community Preservation Fund, Inc
1867	150669	JEAN D ARC	Gloucester Fishing Community Preservation Fund, Inc
358	150926	JOSEPH AND LUCIA	Gloucester Fishing Community Preservation Fund, Inc
1447	150827	KATIE D	Gloucester Fishing Community Preservation Fund, Inc
684	150762	LADY IN BLUE	Gloucester Fishing Community Preservation Fund, Inc
2112	150564	LADY OF GOOD VOYAGE	Gloucester Fishing Community Preservation Fund, Inc
356	150560	LADY OF THE ROSARY	Gloucester Fishing Community Preservation Fund, Inc
2044	150789	LITTLE HUNTER III	Gloucester Fishing Community Preservation Fund, Inc
210	151247	MELISSA SUE II	Gloucester Fishing Community Preservation Fund, Inc
272	151247	MELISSA SUE II	Gloucester Fishing Community Preservation Fund, Inc
665	150914	MISS JUDITH II	Gloucester Fishing Community Preservation Fund, Inc
2356	150551	MOTHER & GRACE	Gloucester Fishing Community Preservation Fund, Inc
2023	150523	OUR LADY OF FATIMA	Gloucester Fishing Community Preservation Fund, Inc
467	150479	OVER THE HORIZON	Gloucester Fishing Community Preservation Fund, Inc
200	150568	SAINT JUDE	Gloucester Fishing Community Preservation Fund, Inc
502	150550	SANTA LUCIA	Gloucester Fishing Community Preservation Fund, Inc
1712	150553	SANTA MARIA	Gloucester Fishing Community Preservation Fund, Inc

<b>MRI</b>	<b>Permit Number</b>	<b>Vessel Name</b>	<b>Owner/Entity</b>
1855	150589	SKIFF III	Gloucester Fishing Community Preservation Fund, Inc
1263	150546	ST BERNADETTE	Gloucester Fishing Community Preservation Fund, Inc
432	150590	ST FRANCIS	Gloucester Fishing Community Preservation Fund, Inc
468	150621	ST GEORGE	Gloucester Fishing Community Preservation Fund, Inc
1530	150539	ST JOSEPH	Gloucester Fishing Community Preservation Fund, Inc
1332	150532	ST MARY	Gloucester Fishing Community Preservation Fund, Inc
1650	150512	ST NICHOLAS	Gloucester Fishing Community Preservation Fund, Inc
2004	150514	ST PETER	Gloucester Fishing Community Preservation Fund, Inc
1967	150544	ST ROSALIE	Gloucester Fishing Community Preservation Fund, Inc
476	150582	ST STEPHEN	Gloucester Fishing Community Preservation Fund, Inc
1279	150527	ST VICTORIA	Gloucester Fishing Community Preservation Fund, Inc
4304	150781	STEPHANIE LYNN II	Gloucester Fishing Community Preservation Fund, Inc
985	150784	TEXAS	Gloucester Fishing Community Preservation Fund, Inc
2739	151254	THERESA R	Gloucester Fishing Community Preservation Fund, Inc
1011	150802	VINCIE N	Gloucester Fishing Community Preservation Fund, Inc
498	149675	JUNE	F/V EMILIE INC
1812	150666	CURLEW	Boston Sustainable Fishing Preservation Fund Inc
868	150749	LEVIATHAN	Boston Sustainable Fishing Preservation Fund Inc

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There are no Active Members in NEFS IV.

**EXHIBIT B**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2013 (May 1, 2013 to April 30, 2014) & Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

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

All eligible permits held by Members of NEFS IV have been enrolled in a Sector for FY 2013-2014

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

Permit	F/V Name	Registration	Federal Permits								
			Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass	Highly Migratory Species
150592	ACME	MS7975AS		D	3, 4	1		D	1. A1, A2, AOC		
151157	AMERICAN EAGLE	MS4092AX									
150600	AVALON II	MS7757AY			3,4	1		D	1		
150600	BLUE SURF	MS8273AS		D	3, 4			D			
150589	BLUE WATERS	MS7976AS		E	3, 4			D	A1		
150659	BONAVENTURE	MS4145AT		E	3,4			D	1, A1		
151157	CABARET IV II	MS7756AY		E	3,4			D			
150789	CAPE COD	MS5818AU		E	3, 4			D	1, AOC		
150781	CAPE MAY	MS5020AU		C	3, 4			D	1		
150929	CHARLOTTE G II	MS9862AV		C	1,3,4			1	D	1	1
150666	CURLEW	MS3257AX		D	3,4	1	1	D	1,A2,AOC	1	

Permit	F/V Name	Registration
150592	DOLORES J II	MS7754AY
150722	DOLPHIN	MS3099AU
241218	ENDEAVOR	907355
150531	HOLY CROSS	MS7177AS
150513	HOLY FAMILY	MS7173AS
150669	JEAN D'ARC	MS4517AU
150926	JOSEPH & LUCIA	MS9863AV
149675	JUNE	MS0108FV
150827	KATIE D	MS8875AU
150762	LADY IN BLUE	MS5386AU
150564	LADY OF GOOD VOYAGE	MS7605AS
150560	LADY OF THE ROSARY	MS7606AS
150749	LEVIATHAN	MS3890AX
150791	LITTLE FLOWER	MS5821AU
150789	LITTLE HUNTER III	MS7755AY
151247	MELISSA SUE II	MS7901AX
151247	MELISSA SUE II	MS5083BA
150914	MISS JUDITH II	MS9861AV
150551	MOTHER & GRACE	MS7604AS
150523	OUR LADY OF FATIMA	MS7178AS
150479	OVER THE HORIZON	MS9445AR
150546	SAINT BERNADETTE	MS7750AS
150590	SAINT FRANCIS	MS7978AS

Federal Permits									
Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass	Highly Migratory Species	
	E	3,4			D				
	E				D				
A									
	D	3,4				1			
	C	3,4			D	1			
	E	3,4			D	1			
A	D	1,3,4	1	1	D	1	1		
	E		1	1	D	1	1		
	C	1,3,4	1	1	D	1	1		
C	C	3,4			D	1			
	E	3,4	1		D	1,A1,AOC	1		
	E	3,4		1	D				
	C	3,4	1	1	D	1	1		
	D	1,3,4	1	1	D	1,A2	1		
	E	3,4			D				
	E	3,4			D	1			
A	E	3,4	1	1	D	1	1		
	C	1,3,4	1	1	D	1	1		
	E	3,4			D				
	E	3,4	1	1	D	1			
	E	3,4			D	1,A1,AOC			
	D	1,3,4	1	1	D	1	1		
	C	3,4			D	1			

Permit	F/V Name	Registration
150621	SAINT GEORGE	MS4146ZG
150539	SAINT JOSEPH	MS7751AS
150568	SAINT JUDE	MS7607AS
150532	SAINT MARY	MS7179AS
150512	SAINT NICHOLAS	MS7172AS
150514	SAINT PETER	MS7176AS
150544	SAINT ROSALIE	MS7175AS
150582	SAINT STEPHEN	MS7977AS
150527	SAINT VICTORIA	MS7174AS
149838	SALVATORE	MS5113AX
150550	SANTA LUCIA	MS7286AS
150553	SANTA MARIA	MS7608AS
150589	SKIFF III	MS7759AY
150784	TEXAS	MS5822AU
151254	THERESA R	MS7899AX
150802	VINCIE N	MS6699AU

Federal Permits									
	Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass	Highly Migratory Species
		E	3,4	1	1	D	1		
		C	3,4		1	D	1,A1		
		D	3,4			D	1		
		E	3,4			D	1,A1		
		E	3,4			D	1,A1		
		E	3,4			D	1,A1		
		E				D			
		D	3, 4			D	1		
		E	3,4			D	A1,A2		
		E	3,4	1	1	D	1		
		C				D	1		
		E	1,3,4		1	D	1,A2	1	
		E	3,4			D	1,A1		
		C	3,4			D	1		
		E	3,4			D			
		C	1, 3, 4		1	D	1	1	

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **LEASE-ONLY SECTOR / NO Active Vessels**

4 **Fishing Year 2013 (May 1, 2013 to April 30, 2014) & Sector**  
5 **Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

6 *The Members and the Participating Vessels of **Northeast Fishery Sector IV** agree to be legally*  
7 *bound to follow the Harvesting Rules for the Fishing Year 2013 as described herein, in*  
8 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*  
9 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*  
10 *Multispecies vessels. The Members and the Participating Vessels will not harvest Sector ACE or*  
11 *engage in other fishing activity for the Fishing Year 2013 . The Sector ACE will only be utilized*  
12 *through Inter-Sector ACE transfers primarily to NEFS II and NEFS III.*

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

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

14  
15 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively  
16 lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish  
17 stocks.

18 **2. QUOTA MANAGEMENT:** Sector members will use a PC based software for collecting data,  
19 reporting transfers, and logbook information.

1 **3. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-  
2 Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS  
3 reduction proposed in Amendment 16 for common pool vessels. Members will be allowed to  
4 lease DAS to other sectors/members.

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

10 **5. WEEKLY REPORTS:** The Sector Manager, or his/her designated representative, will submit  
11 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The  
12 Sector will submit required reports, using the format and procedures prescribed by NMFS. The  
13 reports required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed*  
14 *Report, and Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically,  
15 the *Sector Manager Detailed Report* provides information down to the sub-trip level about each  
16 sector trip for a given week, regardless of completeness of the data. The information includes  
17 stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager*  
18 *Trip Issue Report* provides information about the sector trips for a given week that have  
19 enforcement or other issues. One *Issue Report* is submitted per reporting period. The *Sector*  
20 *Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross  
21 check totals as stipulated in Amendment 16. In the event that the Sector triggers daily  
22 reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides  
23 the mean for a sector manager to report their ACE status calculations on a daily basis if either  
24 of the two thresholds specified in 5.1 below are reached in the current FY. These reports are  
25 cumulative in nature from the start of the fishing year until the current reporting week and are  
26 adjusted retroactively as data becomes available or issues documented in JIRA are resolved.  
27 JIRA is an issue tracking application implemented by NMFS, which should be used to report all  
28 data quality issues to the appropriate people for research and correction process.

29  
30 **5.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** Because no  
31 participating vessels will catch groundfish, no increased reporting frequency is  
32 required.

33 **5.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector  
34 Manager will include any enforcement or reporting compliance issues, including  
35 violations of Operations Plan (excluding those sections identified as

1 administrative provisions); regulations; or general problems with monitoring or  
2 sectors operations in their *Trip Issue Report* which is submitted to NMFS.

3 **6. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager  
4 will submit an annual report to NMFS and the Council that summarizes: fishing (Leasing/  
5 Transferring) activities of Members, including harvest levels of all species by sector vessels  
6 (landings and discards by gear types); enforcement actions; and any other relevant information  
7 required to evaluate the performance of the Sector. The sector will submit required reports  
8 using the format and procedure prescribed by NMFS.

9 **7. DATA RECONCILIATION:** The Sector Manager will verify that ACE transfers are reconciled  
10 with the Sectors that have participated with the sector for consistency. The Sector will receive  
11 the data electronically to expedite and automate data reconciliation. If a discrepancy is  
12 detected, the Sector Manager will notify the other sector(s) and NMFS of the discrepancy and  
13 will note discrepancies on the weekly report until resolved.

14 **8. REVISED FOR FUTURE USE:** In order to facilitate electronic data transmission from the  
15 sector's vessels to a data collection and distribution web portal, an administrative exemption  
16 may or may not be required to allow the server to relay catch reports and logbook data on  
17 behalf of sector member vessels.

18 **9. DATA MANAGEMENT:** All data necessary for sector ACE management, including all elements  
19 of VTR logbook and daily / weekly reporting requirements will be input electronically.  
20 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,  
21 the Sector's server will be capable of collecting, storing, converting and relaying all data  
22 elements necessary to meet all reporting requirements in the formats required by the  
23 recipients

24 **10. PROOF OF SECTOR MEMBERSHIP:** For the fishing year 2013 , no members / vessels of  
25 Northeast Fishery Sector IV will be authorized to harvest the Sector's ACE. Therefore, LOAs  
26 would not be a necessary component of this Sectors operations.  
27

28 **11. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all  
29 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following  
30 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

31 **11.2 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**

32 **11.3 REQUIREMENT TO POWER A VMS WHILE AT DOCK:**

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**12. 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:

**12.1 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.

**12.2 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.

**12.3 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 IV will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

**13. DATABASE MANAGEMENT:** The Sector, acting through its Manager, will maintain the database(s) of vessel trip reports (VTR), dealer, At Sea monitoring (ASM) reports. In addition, the Sector will maintain any other database it determines necessary for its operations.

**14. AT-SEA MONITORING:** This Sector will operate as a Lease-Only Sector in fishing year 2013 . No members of Northeast Fishery Sector IV will actively engage in fishing activities with the MRI permits or vessels listed as "Members" in exhibit A.

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent  
3 those sections of **NEFS IV** Agreement and related Exhibits that are Administrative in nature and  
4 therefore not subject to enforcement by the National Marine Fisheries Service, as required to be  
5 specified by sector regulations 50 CFR 648.87(b)(2)(x). This Sector will operate as a LEASE-ONLY Sector  
6 in fishing year 2013 . No member or member vessel/s will be authorized to harvest Sector ACE or to  
7 otherwise engage in fishing activities during the 2013 fishing year. Therefore, provisions of A16 and the  
8 Northeast multi-species FMP and this Operations Plan and Agreement that are applicable to fishing /  
9 harvesting activities are implicitly irrelevant to the FY 2013 operations of Northeast Fishery Sector IV.  
10 Note: Some provisions of this Operations Plan and Agreement are not applicable while the sector is a  
11 Lease-Only operation and are designated: "NA" (not applicable). Those provisions that are  
12 administrative are listed in this addendum and designated with "NA".

13 **SECTOR OPERATIONS PLAN AND AGREEMENT**

14 1. Sector Name.

15 2. Sector Eligibility and Membership.

16 4. Sector Allocation and Exemptions.

17 5. Distribution of Sector ACE.

18 6. Sector Manager and Registered Agent.

19 7. Consolidation Plan.

20 7.1 Harvest Share Reserve

21 7.2 Harvest Share Use.

22 7.3 Harvest Share Transfer.

23 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
24 applies to Harvesting Rules Sections 1, 5, 6, 7, and 11 which are enforceable and therefore not  
25 considered administrative under this section.

26 7.5 Re-direction Of Effort.

27 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

28 7.7 Consolidation and Redistribution of ACE:

- 1 8. Release of Catch Data.
- 2 9. Catch Monitoring and Reporting.
- 3 10. Breach and Remedies for Breach.
- 4 10.1 Liquidated Damages Schedule and Schedule Amendments. NA
- 5 10.2 Enforcement Committee.
- 6 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA
- 7 10.4 Liquidated Damages Calculation. NA
- 8 10.5 Notice to Vessel Masters; Assumption of Liability. NA
- 9 10.6 Liquidated Damages Security. NA
- 10 10.7 Manager Action in Response to Apparent Breach.
- 11 10.8 Member Appeals. NA
- 12 10.9 Voluntary Compliance.
- 13 10.10 Liquidated Damages Collection and Related Expenses. NA
- 14 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA
- 15 10.12 Distribution of Damages. NA
- 16 11. Joint Liability and Indemnification.
- 17 12. Membership Termination
- 18 14. Stop Fishing Order; Injunctive Relief. NA
- 19 15. Permit Transfer/Sale.
- 20 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 21 17. Sector Membership Fees.
- 22 18. Binding Arbitration.

1 19. Amendment and Incorporation by Reference.

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EXHIBIT C

4

HARVESTING RULES

5 2. QUOTA MANAGEMENT:

6 7. DATA RECONCILIATION:

7 8. RESERVED FOR FUTURE USE:

8 9. DATA MANAGEMENT:

9 13. DATABASE MANAGEMENT:

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EXPLANATORY ADDENDUM

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

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

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

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INFORMATIONAL ADDENDUM

2

Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine

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appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Day-to-Day Sector Operations	<a href="mailto:Vitofish@earthlink.net">Vitofish@earthlink.net</a> , <a href="mailto:pryangfcpf@aol.com">pryangfcpf@aol.com</a> ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Reporting i.e. vessel reporting requirements involving sector trips.	<a href="mailto:Vitofish@earthlink.net">Vitofish@earthlink.net</a> , <a href="mailto:pryangfcpf@aol.com">pryangfcpf@aol.com</a> ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
		Policy Issue						
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Sector Specific Research	<a href="mailto:Vitofish@earthlink.net">Vitofish@earthlink.net</a> , <a href="mailto:pryangfcpf@aol.com">pryangfcpf@aol.com</a> ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Sector Specific Outreach	<a href="mailto:Vitofish@earthlink.net">Vitofish@earthlink.net</a> , <a href="mailto:pryangfcpf@aol.com">pryangfcpf@aol.com</a> ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930

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MRI	Permit	F/V Name	Registration
246	150592	ACME	MS7975AS
2678	151157	AMERICAN EAGLE	MS4092AX
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1365	150589	BLUE WATERS	MS7976AS
1320	150659	BONAVENTURE	MS4145AT
147	151157	CABARET IV II	MS7756AY
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505	150781	CAPE MAY	MS5020AU
794	150929	CHARLOTTE G II	MS9862AV
1812	150666	CURLEW	MS3257AX
1551	150592	DOLORES J II	MS7754AY
125	150722	DOLPHIN	MS3099AU
594	241218	ENDEAVOR	907355
1709	150531	HOLY CROSS	MS7177AS
444	150513	HOLY FAMILY	MS7173AS
1867	150669	JEAN D'ARC	MS4517AU
358	150926	JOSEPH & LUCIA	MS9863AV
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1447	150827	KATIE D	MS8875AU
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843	150791	LITTLE FLOWER	MS5821AU
2044	150789	LITTLE HUNTER III	MS7755AY
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2356	150551	MOTHER & GRACE	MS7604AS
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200	150568	SAINT JUDE	MS7607AS
1332	150532	SAINT MARY	MS7179AS
1650	150512	SAINT NICHOLAS	MS7172AS
2004	150514	SAINT PETER	MS7176AS
1967	150544	SAINT ROSALIE	MS7175AS
476	150582	SAINT STEPHEN	MS7977AS
1279	150527	SAINT VICTORIA	MS7174AS
421	149838	SALVATORE	MS5113AX
502	150550	SANTA LUCIA	MS7286AS
1712	150553	SANTA MARIA	MS7608AS
1855	150589	SKIFF III	MS7759AY
985	150784	TEXAS	MS5822AU
2739	151254	THERESA R	MS7899AX
1011	150802	VINCIE N	MS6699AU

Federal Permits									State Permits
Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass	Highly Migratory Species	Coastal Lobster
	D	3, 4	1		D	A1, A2, AOC			
		3, 4	1		D	1			
	D	3, 4			D				
	E	3, 4			D	A1			
	E	3, 4			D	1, A1			
	E	3, 4			D				
	E	3, 4			D	1, AOC			
	C	3, 4			D	1			
	C	1, 3, 4		1	D	1	1		
	D	3, 4	1	1	D	1, A2, AOC	1		
	E	3, 4			D				
	E				D				
A									
	D	3, 4				1			
	C	3, 4			D	1			
	E	3, 4			D	1			
A	D	1, 3, 4	1	1	D	1	1		
	E		1	1	D	1	1		
	C	1, 3, 4	1	1	D	1	1		
C	C	3, 4			D	1			
	E	3, 4	1		D	1, A1, AOC	1		
	E	3, 4		1	D				
	C	3, 4	1	1	D	1	1		
	D	1, 3, 4	1	1	D	1, A2	1		
	E	3, 4			D				
	E	3, 4			D	1			
A	E	3, 4	1	1	D	1	1		
	C	1, 3, 4	1	1	D	1	1		
	E	3, 4			D				
	E	3, 4	1	1	D	1			
	E	3, 4			D	1, A1, AOC			
	D	1, 3, 4	1	1	D	1	1		
	C	3, 4			D	1			
	E	3, 4	1	1	D	1			
	C	3, 4		1	D	1, A1			
	D	3, 4			D	1			
	E	3, 4			D	1, A1			
	E	3, 4			D	1, A1			
	E				D				
	D	3, 4			D	1			
	E	3, 4			D	A1, A2			
	E	3, 4	1	1	D	1			
	C				D	1			
	E	1, 3, 4		1	D	1, A2	1		
	E	3, 4			D	1, A1			
	C	3, 4			D	1			
	E	3, 4			D				
	C	1, 3, 4		1	D	1	1		

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Nov, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of December 4, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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

3. Member acknowledges that; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that membership duration is for both Fishing Year 2013 (May 1, 2013-April 30, 2014) and FY 2014 (May 1, 2014-April 30, 2014).

5. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

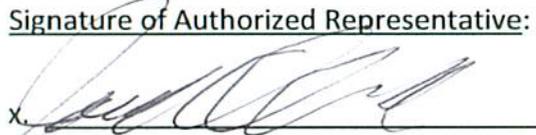
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NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

X. 

Owner/Entity Name:

FIV Emilie Inc

Name of Authorized Representative (print):

JOSEPH ORLANDO

Title:

PRESIDENT

List all permits enrolling in NEFS IV.

Permit Number: 149675 MRI 498

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

Notary Public:

Susan Sandler  
my commission  
expires January 21 2016

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of December 4, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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Non-Active Member

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*Continued on next page*

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

KDC Inc. M

Name of Authorized Representative (print):

Mike WALSH

Title:

President

List all permits enrolling in NEFS IV.

Permit Number: 149838 MRI 421

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

Notary Public:

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
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*Continued on next page*

NORTHEAST FISHERY SECTOR IV  
 FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Glocester Fishing Community Preservation Fund

Name of Authorized Representative (print):

Vito Giacalone

Title: President

Notary Public:

*Kenneth S. Pagan, Notary Public  
 my commission expires 11/16/2018.  
  
*

List all permits enrolling in NEFS IV.

MRI	Permit Number
421	149838
246	150592
2678	151157
234	150600
1491	150600
1365	150589
1320	150659
147	151157
1880	150789
505	150781
794	150929
1551	150592
125	150722
594	241218
1709	150531
444	150513
1867	150669
358	150926
1447	150827
684	150762
2112	150564
356	150560
2044	150789
210	151247
272	151247
665	150914
2356	150551
2023	150523
467	150479
200	150568
502	150550
1712	150553
1855	150589

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

MRI	Permit Number
1263	150546
432	150590
468	150621
1530	150539
1332	150532
1650	150512
2004	150514
1967	150544
476	150582
1279	150527
4304	150781
985	150784
2739	151254
1011	150802
498	149675
1812	150666
868	150749

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

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Non-Active Member

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

*Continued on next page*

NORTHEAST FISHERY SECTOR IV  
FY 2013 & 2014 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Boston Sustainable Fishing Promoters Fund

Name of Authorized Representative (print):

Mike Walsh

Title: President

List all permits enrolling in NEFS IV.

Permit Number: 150666 MRI 1812

Permit Number: 150749 MRI 868

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

Notary Public:

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:44 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: JUNE

Northeast Federal Fishery Permit: 149675

US Coast Guard Doc #/State Registration # : MS0108FV

Primary Owner|Corporation Name: F/V EMILIE INC

Address:

108-110 COMMERCIAL STREET

GLOUCESTER, MA 01930

Phone: (508) 284-4479

Hailing Port: GLOUCESTER, MA.

Principal Port: GLOUCESTER, MA.

Sector: NEFS 4

Valid Sector LOA? Yes

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	03- MAY- 13	30- APR- 14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	03- MAY- 13	30- APR- 14
			SUMMER FLOUNDER -	03-	30-

2013	FLS	1	COMMERCIAL MORATORIUM - 2013	MAY-13	APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	03-MAY-13	30-APR-14
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	03-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	03-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	03-MAY-13	30-APR-14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	03-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	03-MAY-13	30-APR-14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	03-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	03-MAY-13	30-APR-14

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:46 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: DOLORES J II

Northeast Federal Fishery Permit: 150592

US Coast Guard Doc #/State Registration # : MS7754AY

Primary Owner|Corporation Name: GLOUCESTER FISHING COMM PRES FUND INC

Address:

10 WITHAM STREET

GLOUCESTER, MA 01930

Phone: (978) 281-1770

Hailing Port: GLOUCESTER, MA.

Principal Port: GLOUCESTER, MA.

Sector: Not in a Sector

Valid Sector LOA? N/A

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01- MAY- 12	14- AUG- 12
2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01- MAY- 12	14- AUG- 12
				01-	14-

2012	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012	MAY- 12	AUG- 12
2012	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2012	01- MAY- 12	14- AUG- 12
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01- MAY- 12	14- AUG- 12
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	01- MAR- 12	14- AUG- 12
2012	SKT	1	SKATE - 2012	01- MAY- 12	14- AUG- 12
2012	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2012	01- MAY- 12	14- AUG- 12
2012	SMB	4	ATLANTIC MACKEREL - 2012	01- MAY- 12	14- AUG- 12
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01- MAY- 12	14- AUG- 12

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:45 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: CURLEW

Northeast Federal Fishery Permit: 150666

US Coast Guard Doc #/State Registration # : MS3257AX

Primary Owner|Corporation Name: BOSTON SUSTAINABLE FISHING PRES FUND INC

Address:

42-44 BOSTON FISH PIER

BOSTON, MA 02110

Phone: (617) 291-5108

Hailing Port: GLOUCESTER, MA.

Principal Port: GLOUCESTER, MA.

Sector: Not in a Sector

Valid Sector LOA? N/A

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2010	BLU	1	BLUEFISH - COMMERCIAL - 2010	10-SEP-10	30-APR-11
2010	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2010	10-SEP-10	30-APR-11
				10-	30-

2010	DOG	1	SPINY DOGFISH - COMMERCIAL - 2010	SEP- 10	APR- 11
2010	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010	10- SEP- 10	30- APR- 11
2010	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010	10- SEP- 10	30- APR- 11
2010	LO	1	AMERICAN LOBSTER - NON - TRAP - 2010	10- SEP- 10	30- APR- 11
2010	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2010	10- SEP- 10	30- APR- 11
2010	LO	AOC	AMERICAN LOBSTER - TRAP - OUTER CAPE - 2010	10- SEP- 10	30- APR- 11
2010	MNK	D	MONKFISH - CATEGORY D - 2010	10- SEP- 10	30- APR- 11
2010	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2010	10- SEP- 10	30- APR- 11
2010	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010	10- SEP- 10	28- FEB- 11
2010	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2010	10- SEP- 10	30- APR- 11
2010	SKT	1	SKATE - 2010	10- SEP- 10	30- APR- 11
2010	SMB	1	LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2010	10- SEP- 10	30- APR- 11
2010	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2010	10- SEP- 10	30- APR- 11
2010	SMB	4	ATLANTIC MACKEREL - 2010	10- SEP- 10	30- APR- 11

2010	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2010	10 10- SEP- 10	11 30- APR- 11
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