

1 SECTOR OPERATIONS PLAN AND AGREEMENT

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

5 **Recitals**

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

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

14 **Agreement**

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

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

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

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

6 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group
7 of three or more persons, none of whom have an ownership interest in the other two persons in the
8 sector. This criterion has been fulfilled with permit # 151069 under the distinct ownership of
9 Goldenwood Fisheries Inc., permit # 151492 under the distinct ownership of Kingston Trawlers Inc., and
10 permit # 310991 under the distinct ownership of Rodman W. Sykes.

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

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

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

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

4 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to
5 act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters
6 (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf
7 of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered
8 Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The
9 Manager and the Registered Agent may be the same person. The Manager shall be responsible for
10 preparing and filing all reports required of the Sector under Amendment 16 and the related
11 implementing regulations. Christopher Brown will serve as the registered agent for receiving service of
12 process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2013 who will be acting as
13 their Manager for FY 203-2014.

14 6.1 Communication with Sector. The Manager is the primary point of contact for all
15 communications on behalf of the Sector and all communications regarding NEFS V should be directed
16 accordingly. In addition to the Sector Manager, Fred Mattera, is authorized to act on behalf of the
17 Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

- 18 President: Christopher Brown
- 19 Vice President: James Fox
- 20 Treasurer: Fred Mattera
- 21 Directors: Christopher Brown, James Fox, Fred Mattera, Ted Platz,
- 22 Robert Westcott, Donald Fox, Charles Weimer, Howard Follett, Rodman
- 23 Sykes

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

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

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

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

18 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before
19 December 3, 2012 (the "Notification Date"), and on or before any succeeding Notification Dates
20 established by the Board for FY 2013 and thereafter of their intention to harvest Sector ACE ("Active
21 Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest
22 Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not
23 harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall
24 harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest
25 Share shall be subject to all NMFS and other management regulations generally applicable to the
26 Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a
27 discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested
28 in any season or area than the percentage of the related Sector ACE allocation permitted to be
29 harvested in such season or area. The Manager may impose and enforce additional restrictions on each
30 Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

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

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

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

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

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

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

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

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

18 7.5 Re-direction of Effort. During FY 2011, NEFS V vessels switched fishing efforts into
19 the following fisheries:

- 20 • Fishery: Atlantic Sea Scallop (gear: dredge)
- 21 • Fishery: Other Northeast Multispecies (gear: trawl)
- 22 • Fishery: Monkfish (gear: trawl)
- 23 • Fishery: Summer Flounder (gear: trawl)
- 24 • Fishery: Scup (gear: trawl)
- 25 • Fishery: Black Sea Bass (gear: trawl)
- 26 • Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- 27 • Fishery: Spiny Dogfish (gear: trawl)
- 28 • Fishery: Atlantic Bluefish (gear: trawl)
- 29 • Fishery: Atlantic Herring (gear: midwater trawl & otter trawl)
- 30 • Fishery: Skate (winter & bait) (gear: trawl)
- 31 • Fishery: Swordfish (gear: harpoon)
- 32 • Fishery: Striped Bass (gear: gillnet)

33
34 During the first quarter of FY 2012, NEFS V vessels switched effort into the following fisheries:
35

- 1 • Fishery: Atlantic Sea Scallop (gear: dredge)
- 2 • Fishery: Other Northeast Multispecies (gear: trawl)
- 3 • Fishery: Summer Flounder (gear: trawl)
- 4 • Fishery: Scup (gear: trawl)
- 5 • Fishery: Black Sea Bass (gear: trawl)
- 6 • Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- 7 • Fishery: Spiny Dogfish (gear: trawl)
- 8 • Fishery: Atlantic Bluefish (gear: trawl)
- 9 • Fishery: Skate (bait) (gear: trawl)

10
11 During FY 2013, NEFS V anticipates similar redirection of effort to the fisheries listed above

12
13 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

14 NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless
15 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,
16 unless the Allocated Species harvest is managed under another management plan or as a sub-
17 component annual catch limit ("ACL") of Amendment 16 Allocated Species. Each Active Member shall
18 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the
19 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.

20 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new

21 Magnuson requirements will influence the level of consolidation that will take place in the groundfish
22 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation
23 that may occur in the effort controlled system where overall management measures are based upon the
24 weakest stocks.

25 In FY 2012, 77% of the permits enrolled in the NEFS V Sector for FY 2013 are attached to vessels actively
26 fishing for NE Multispecies. For FY 2013, the NEFS V Sector has 31 permits currently enrolled. Of those
27 31 permits, 26 are anticipated to actively fish for NE multispecies in FY 2013. While these numbers may
28 change, the NEFS V Sector expects that compared to FY 2012 there would be no change from the
29 consolidation that previously occurred among the members during FY 2012. The member permits that
30 are not attached to active NE multispecies vessels in FY 2013 are the same permits that leased out their
31 Harvest Share in FY 2012. In all cases, a member who owns multiple permits fished his portion of the
32 Sectors ACE i.e. harvest share (or DAS if in the common pool) of all those permits on a single hull and will
33 now continue to fish the harvest share contributed by all of those permits on the same single hull,
34 resulting in no additional consolidation.

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

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

27 10. Breach and Remedies for Breach. The benefits associated with Sector membership will only
28 accrue to the Members if each of them strictly complies with this Agreement. Each Member will make
29 significant operational and financial commitments based on this Agreement, and any Member's failure
30 to fulfill any of its obligations under this Agreement could have significant adverse consequences for
31 some or all other Members. Any failure by a Member to fulfill any of its obligations under this

1 Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the procedures
2 set forth in this Section for determining whether a Member has breached this Agreement. The Sector
3 shall be entitled to the remedies set forth in this Section if a Member is determined by the Sector to
4 have breached this Agreement. Each Member shall take all actions and execute all documents the
5 Manager deems necessary or convenient to give effect to the provisions of this Section.

6 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and
7 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector
8 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise
9 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and
10 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or
11 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess
12 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated
13 damages amounts as established under Section 10.3, below.

14 10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to
15 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the
16 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming
17 year, and to address any other matters of Sector business properly before the Board. The Board shall
18 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such
19 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do
20 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist
21 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement
22 and shall hear and decide Members’ appeals of the Manager’s contract breach determinations and
23 liquidated damages assessments.

24 10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)
25 days prior to each annual Season Opening Date, the Manager shall establish the market value of an
26 unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit such
27 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take
28 into account both the direct costs and the opportunity costs associated with an over-harvest of the
29 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the
30 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value
31 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-

1 harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate
2 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.
3 Because the damages suffered by one or more other Sector Members as the result of a Member
4 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
5 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the
6 Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and
7 Base Value multipliers will be the basis for calculation of damages for unrecognized Harvest Share
8 overages.

9 10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound
10 by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such
11 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The
12 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's
13 Harvest Share shall be as provided on **Exhibit D**.

14 10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
15 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest
16 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who
17 will to a significant degree have control over whether the vessel is operated in compliance with this
18 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's
19 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such
20 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed
21 their agreement to abide by such terms in writing. Each Member assumes all liability under this
22 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

23 10.6 Liquidated Damages Security. The Board may require that a Member that has two
24 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another
25 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing
26 such Member's payment and performance obligations under this Agreement in such amounts as the
27 Board deems appropriate, or may require such Member to personally guaranty, and/or have other
28 Members or third parties personally guaranty, such Member's payment and performance obligations
29 under this Agreement.

1 10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the
2 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware
3 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if
4 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such
5 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such
6 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,
7 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the
8 time period directed by the Manager, taking into account the magnitude of the breach and the potential
9 consequences of the breach for the Sector and the other Members, the Manager shall notify the
10 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and
11 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated
12 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described
13 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its
14 Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such
15 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing , the sector
16 manager may take any action he/she deems necessary including without limitation, self-help or court
17 action which may include the seeking of injunctive relief.

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

1 extent on the basis of such data. If the Enforcement Committee determines that a Member breached
2 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages
3 amount provided for such breach under this Agreement.

4 10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a
5 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide
6 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,
7 during which period the Member may propose an alternative method of compensating the Sector and
8 other Sector Members for the damages suffered as the result of such Member's breach. The
9 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole
10 discretion, provided that if the breach at issue is an overharvest of a Member's Harvest Share, there
11 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from
12 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the
13 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred
14 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs
15 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for
16 payment.

17 10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to
18 resolve a breach of this Agreement through voluntary compliance measures approved by the
19 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall
20 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the
21 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid
22 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by
23 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the
24 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated
25 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the
26 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal
27 action to collect the liquidated damages. In addition, in connection with Member breaches resulting
28 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement
29 Committee) may take possession of an amount of the Member in breach's Harvest Share for the
30 overharvested species for the year in which the contract breach occurred and, if necessary, in
31 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided

1 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately
2 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to
3 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with
4 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not
5 the Sector prevails in such action.

6 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition
7 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential
8 damages in connection with a breach of this Agreement resulting from the Member's gross negligence
9 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of
10 or related to the gross negligence or willful misconduct of the captain operating such Active Member's
11 vessel(s).

12 10.12 Distribution of Damages. Where a Member's breach causes one or more other
13 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision
14 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member
15 receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch
16 was less than such Member's allocation or apportionment, and the denominator of which is the sum of
17 the aggregate amount of by which all Members' allocations or apportionments were reduced as a result
18 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any
19 damages awarded to the Sector in excess of those distributed to other Members under this Section, and
20 any damages awarded in connection with a breach which does not cause any other Member's allocation
21 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector
22 operations.

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

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

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

19 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
20 Member that is eligible to terminate such Member's Sector membership may do so only by providing
21 written notice to that effect to all other Members on or before December 1, 2012 or such date as the
22 Board may from time to time establish for that purpose (the "Termination Date") each year. A Member
23 that fails to provide such notice by the Termination Date shall be deemed to have automatically
24 renewed its Sector membership for the following year, and all other Members shall be entitled to act in
25 reliance on such renewal accordingly. If any Member provides a membership termination notice by the
26 Termination Date, each of the other Members shall have ten (10) days from the date they receive such
27 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
28 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

29 If a Member is in breach of this Agreement or has outstanding Sector payment or performance
30 obligations as of the Termination Date, unless the Board takes action to terminate such Member's
31 membership, such Member's membership shall be deemed renewed for the following year,

1 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the
2 authority to file an application for a Sector allocation including such Member as a Member of the Sector.
3 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such
4 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all
5 documents necessary or convenient to give effect to this provision.

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

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

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

1 addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may permanently reduce
2 the Sector's ACE or withdraw the Sector's authorization to operate.

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

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

16 14.1 The Sector, acting through the Manager, has the authority to issue to any Member
17 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member
18 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member
19 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the
20 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members
21 and the Manager from any and all liability of any nature whatsoever, including but not limited to both
22 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages
23 that a Member may suffer as a result of complying with a Stop Fishing Order.

24 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply
25 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help
26 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order
27 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden
28 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.(evidence
29 that the vessel continued to fish thereafter).

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

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

14 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no
15 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
16 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active
17 Member status during the fishing year in which the permit transfer occurred must submit a written
18 request to the Board for consideration. The Board will have the authority to approve, conditionally
19 approve or deny such request.

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

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

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

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

28 The final decision of the Arbitrators shall not be subject to review or appeal by any other person,
29 including any court, with the exception of NMFS in its oversight role for the purposes of statutory and
30 regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and

1 relinquished. Such final decision shall bind the parties and shall not require any further action of
2 enforcement or collection once docketed with the records of the Sector. In breach by any Member of
3 performance thereof, the Manager may *sua sponte* and without any notice or hearing issue a Stop
4 Fishing Order or an Order of Expulsion respecting such Member in breach.

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

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

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

24

EXHIBIT A

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

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

Owner/Entity	MRI	Permit Number
Dapper Fisheries Inc.	299	240904
Heidi and Kristi Inc.	340	250164
Charles E Weimar	357	CPH
KCS Holdings LLC	365	151045
Inshore & Offshore Charters Inc.	382	CPH
Golden Wood Fisheries Inc	394	151069
Sutton Enterprises Inc	409	148642
Kingston Trawlers Inc.	428	151492
Hope Fisheries Inc.	469	250728
Brewster Fishing Inc.	504	310328
Harvest Fisheries Inc	514	310403
Kenneth A Ketcham	529	310473
Ocean State Fisheries Inc.	562	320139
Ci-Laur Ltd	573	320205
Fox Fisheries Inc.	581	330779
Rodman W Sykes	599	310991
Atlantic Queen Inc.	636	320550
Elmridge Fisheries Inc.	649	320645
Determination Fisheries LLC	761	330782
Black Sheep Fisheries Inc.	902	330567
Heather Lynn Inc.	1085	410327
Four Winds Fisheries Inc.	1185	310554
Ocean Harvest Inc.	1277	CPH
Karyn Inc	1471	CPH
Rianda S Fisheries Inc.	1507	310378
Kenneth Raynor	1554	221273
James Kraus Fish Co.	1593	241495
Inshore & Offshore Charters Inc.	1703	310301
Vincenzo Seafood Corp	1780	250582
Jeffrey M. Kraus	1813	231221
Providence Fisheries Inc.	2046	150542

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

240904	CrackerJac
250164	Kelsi and Morgan
151069	Proud Mary
148642	Sweet Misery
151492	Elizabeth & Katherine
250728	Mistress
310328	Abbie & Holly
310403	Ruthy L
310473	Linda Marie
320139	Ocean State
320205	Merit
330779	Rayda Cheramie
310991	Virginia Marise
320550	Atlantic Queen
320645	Stephanie Bryan
330782	Determination
330567	Black Sheep
410327	Heather Lynn
310554	Mary Rose
310378	Rianda S.
221273	Dorothy M
241495	Mary Anne
310301	Rayna & Kerstin
250582	Windsong
231221	Elizabeth J
150542	Providence

2

EXHIBIT B

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

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

Ocean Harvest Inc.	150598; 221554, 230146 - common pool
--------------------	--------------------------------------

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

MRI	Permit	F/V Name	Federal Permits
299	240904	CrackerJac	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
340	250164	Kelsi and Morgan	bluefish, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, scup, surf clam, skate, loligo/butterfish, tilefish-C/I
357	150438	Privateer	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
365	151045	Seafarer II	bluefish, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
382	320885	Tara Lynn II	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I
394	151069	Proud Mary	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel tier 2, tilefish-C/I
409	148642	Sweet Misery	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-Area 2, American lobster trap-Outer Cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I

428	151492	Elizabeth & Katherine	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-IFQ, American lobster non-trap, American lobster trap-area 2, American lobster trap-area outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel tier 3, tilefish-C/I
469	250728	Mistress	black sea bass, spiny dogfish, summer flounder, American lobster non-trap, monkfish (Cat. D), NE multispecies, scup, loligo/butterfish, squid/butterfish Inc., Atlantic mackerel
504	310328	Abbie & Holly	bluefish, black sea bass, spiny dogfish, summer flounder, scallop-LAGC-IFQ, American lobster non-trap, American lobster trap-area 1, monkfish (Cat. C), NE multispecies, ocean quahog, scup, surf clam, skate, loligo/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I
514	310403	Ruthy L	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel tier 3, tilefish-C/I
529	310473	Linda Marie	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-areas 2&3, herring-LA-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. E), NE multispecies, ocean quahog, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
562	320139	Ocean State	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-area 2&3, herring-LA-Inc., scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
573	320205	Merit	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, American lobster trap-area 6, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
581	330779	Rayda Cheramie	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
599	310991	Virginia Marise	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
636	320550	Atlantic Queen	bluefish, black sea bass, spiny dogfish, summer flounder, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, tilefish-C/I
649	320645	Stephanie Bryan	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
761	330782	Determination	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel tier 2, tilefish-C/I

902	330567	Black Sheep	bluefish, black sea bass, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
1085	410327	Heather Lynn	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-LA-all areas, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I
1185	310554	Mary Rose	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
1277	214901	Waynes World	NE multispecies - hook gear
1471	250338	Miss Karyn	bluefish, spiny dogfish, herring-OA-PL, NE multispecies OA, red crab-OA-Inc, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
1507	310378	Rianda S.	bluefish, bluefish-CH/P, black sea bass, black sea bass-CH/P, spiny dogfish, summer flounder, summer flounder-CH/P, Inc HMS squid trawl, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-area6, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, scup-CH/P, skate, loligo/butterfish, squid/mackerel/butterfish-CH/P, Atlantic mackerel tier 3, Illex squid, tilefish-C/I, tilefish-CH/P, Tuna
1554	221273	Dorothy M	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, ocean quahog, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel
1593	241495	Mary Anne	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I
1703	310301	Rayna & Kerstin	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap Area 2, American lobster trap Area Outer Cape, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, tilefish-C/I
1780	250582	Windsong	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/
1813	231221	Elizabeth J	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, tilefish-C/I
2046	150542	Providence	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I

MRI	Permit	F/V Name	State Permits
299	240904	CrackerJac	MA; RI Mults
340	250164	Kelsi and Morgan	RI Mults; CT
357	150438	Privateer	
365	151045	Seafarer II	
382	320885	Tara Lynn II	
394	151069	Proud Mary	RI Mults; MA Shellfish, Coastal Access, Electronic Reporting, Sea Bass, Fluke, Scup
409	148642	Sweet Misery	RI Mults
428	151492	Elizabeth & Katherine	RI Mults
469	250728	Mistress	
504	310328	Abbie & Holly	
514	310403	Ruthy L	NY Food Fish, Shellfish, Lobster
529	310473	Linda Marie	RI Mults; RI Mults
562	320139	Ocean State	RI Mults; RI Mults
573	320205	Merit	NY; NY; RI Finfish
581	330779	Rayda Cheramie	RI Mults
599	310991	Virginia Marise	RI Mults
636	320550	Atlantic Queen	RI Mults; NY; MA Lobster, Coastal Access, Striped Bass, Fluke, Sea Bass, Scup
649	320645	Stephanie Bryan	RI Mults; MA Coastal Access, Sea Bass, Fluke, Scup; NY Food Fish, Fluke
761	330782	Determination	RI Mults
902	330567	Black Sheep	RI Mults; MA Fluke, Scup
1085	410327	Heather Lynn	RI Mults; MA Striped Bass, Sea Bass, Lobster, Sea Herring, Scup
1185	310554	Mary Rose	NY Food Fish, Crab, Lobster, Summer Flounder, Striped Bass, Shellfish Diggers
1277	214901	Waynes World	RI Mults
1471	250338	Miss Karyn	RI Mults; CT; NY
1507	310378	Rianda S.	
1544	221273	Dorthy M	
1593	241495	Mary Anne	NY: crab, horseshoe crab, food fish, fluke, striped bass, shellfish digger
1703	310301	Rayna & Kerstin	NJ fluke
1780	250582	Windsong	
1813	231221	Elizabeth J	NY: striped bass, fluke, foodfish
2046	150542	Providence	NJ fluke

1

2

EXHIBIT C

HARVESTING RULES

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

The Members and the Participating Vessels of V 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 V will fish in primarily in the Inshore Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic (SNE/MA), though fishing may also occur to a lesser extent in Gulf of Maine.

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						

1. ANNUAL CATCH ENTITLEMENT: The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this

1 document has been approved by NMFS. The Sector members may resume fishing activities if
2 additional ACE is secured through inter-sector ACE transfer.

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

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

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

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

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

34
35 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
36 of the four stock delineation areas as identified in Amendment 16 and relating implementing
37 regulations.

38
39 **7.1. Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its Manager
40 with a greater understanding of the fishing patterns conducted by their members, the
41 following reporting requirements have been crafted and adopted by the Sector in
42 collaboration with all Northeast Groundfish Sectors in the region. These provisions afford
43 Sectors an administrative tool to track fishing activity west of the 70:15. The
44 implementation of the following requirements is conditioned on the adoption of all

1 Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision
2 is not adopted by all Northeast Groundfish Sectors the specifications below will not be
3 implemented by this Sector.

4 **7.1.1.** For the purpose of Section 7.1 of the Harvesting Rules, the portion of
5 BSA 1 West of 70:15 to the shoreline north to the Maine Coast and South to
6 Cape Cod would be defined as **Inshore GOM**.

7 **7.1.2. When an Observer/Monitor is onboard.** The Sector Vessel may declare
8 and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the
9 Inshore GOM defined in this section.

10 **7.1.3. When an Observer/Monitor is NOT onboard.**

11 7.1.3.1. If the Sector Vessel intends to fish West of the 70:15 in the area
12 described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at
13 any time during a trip, the vessel must declare BSA 1 only and the Sector
14 Vessel may not conduct any fishing activity outside of the area defined as
15 BSA 1 for the entire trip.

16 7.1.3.2. If the vessel declares more than one Broad Stock Area on a trip, the
17 vessel is prohibited from conducting fishing activity West of the 70:15 in the
18 area described in Section 7.1.1 of these Harvesting Rules as the Inshore
19 GOM.

20 **7.1.4.** The Sector Manager and Sector Members will work together to determine how the
21 declaration requirements above will be completed using the existing VMS systems or an
22 alternative third party reporting system.

23
24 **8. TRIP HAILS:** Sector vessels will comply with any Hail requirements established by the Sector and/or
25 the Agency. At this time the following Hail requirements, as specified by the Agency in their
26 Dockside Monitoring Standards, will apply.

27
28 **8.1. METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip Start and
29 Trip End) electronically via the email messaging component of their VMS units. All data
30 necessary to the requirements will be sent in compressed formats to minimize characters and
31 maximize message capacity directly to the **Sector's Server** which will collect, store, convert and
32 relay all data elements necessary to meet various requirements. The Sector will relay required
33 HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the
34 primary system is unavailable, Sector Vessels will utilize a backup system, including but not
35 limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay
36 through the Sector Manager.

37
38 **8.2. TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count
39 against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager
40 that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail
41 (“TSH”) must include:

- 42 • Vessel permit number
- 43 • Vessel Trip Report (VTR) serial number
- 44 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 45 • Landing State (abbreviation)
- 46 • Landing Port City

- Estimated time and Date of arrival in port
- Estimated time and date of offloading (required only for trips less than 6 hours in duration or if fishing within 6 hours of the offload port)
- Comments (as directed by the Sector Manager)

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. 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 upon completion of the last tow. An alternative timing for the trip end hail may be implemented during FY 2013 if agreed upon by the sector and NMFS. The trip end hail must include the following:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- First landing state (abbreviation)
- First landing port city
- Dealer/Offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload state (abbreviation)
- Second offload port city
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager)

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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, and 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 required by NERO. Sector Members will execute all documents necessary to meet legal requirements for the purpose of facilitating e-VTR service.

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.

1
2 **14.2. ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must*
3 include any enforcement or reporting compliance issues, including violations of Operations Plan
4 (excluding those sections identified as administrative provisions in this document); violations of
5 regulations, or general problems with monitoring or sectors operations in their *Trip Issue*
6 *Report* which is submitted to NMFS weekly.
7

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

19 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
20 logbook area information to calculate stock attribution ratios for all applicable species.
21

22 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
23 representative) will derive stock specific discards for each trip. If the trip is observed by either an
24 At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be
25 derived based on data collected during that trip and will account for all hauls (observed and
26 unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-
27 provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate
28 'in-season' discard rates.
29

30 **18. RESERVED FOR FUTURE USE**
31

32 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
33 messaging component of their VMS units. All data necessary for sector ACE management, including
34 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
35 formats to minimize characters and maximize message capacity. Notwithstanding reporting
36 requirements that cannot be altered by a sectors operations plan, the Sector's server will be
37 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
38 requirements in the formats required by the recipients
39

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

43
44 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
45 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the

1 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in
2 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.
3 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
4 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
5

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

- 8 **21.1.** All Groundfish DAS restrictions
- 9 **21.2.** Trip limits on allocated stocks
- 10 **21.3.** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 11 **21.4.** Additional mortality controls adopted by Amendment 16, including additional
12 seasonal or year-round closures, gear requirements, DAS reductions, differential
13 DAS counting, and/or restricted gear areas.
- 14 **21.5.** Requirement to use 6.5 inch mesh in the codend in haddock separator
15 trawl/Ruhle trawl when targeting haddock in Georges Bank Regulated Mesh
16 Area (i.e. authorization to use 6-inch mesh in the codend).
- 17 **21.6.** Gulf of Maine Rolling Closures, except for:
18 April – Blocks 124, 125, 132, 133
19 May – Blocks 132, 133, 138, 138,139,140
20 June – Blocks 139, 140, 145, 146, 147, 152
21 Unless authorized as a sector specific exemption.
22

23 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
24 this Agreement, Members agree to abide by the following obligations as Authorized in their LOA,
25 in order to utilize these Sector Specific Exemptions:
26

- 27 **21.7.** 120 Day Gillnet Block Out of the Fishery.
- 28 **21.8.** 20 Day Spawning Block.
- 29 **21.9.** Limitation on the number of Gillnets that may be hauled on GB when fishing on
30 a Groundfish/Monkfish DAS.
- 31 **21.10.** Length and horsepower restrictions of the DAS leasing program.
- 32 **21.11.** Requirement to maintain VMS powered while at dock. Vessel acknowledges
33 that this exemption only applies to NE multispecies requirements. A Vessel with
34 other permits requiring constant reporting may not utilize this exemption.
- 35 **21.12.** Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP
36 and CA II Yellowtail Founder/Haddock SAP prior to leaving the dock.
- 37 **21.13.** Limitation on the number of gillnets for day gillnet vessels.
- 38 **21.14.** Gear requirements in the US/CA Management Area.
- 39 **21.15.** Seasonal restrictions for the Eastern US/CA Haddock SAP.
- 40 **21.16.** Seasonal restrictions for the CA II Yellowtail/Haddock SAP. .
41

42 **22. MONITORING.** NEFS V will participate in the Northeast Fisheries Observer Program(NEFOP) and the
43 NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the
44 NMFS-funded level will be provided pursuant to an independent contract between the Sector and a
45 NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip
46 selection coordinated through NMFS, will be conducted in the same manner with the same
47 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors, unless

1 otherwise instructed. Also, this additional coverage will not be allowed to replace or interfere with
 2 either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager
 3 will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and
 4 observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

5 **23. RESERVED FOR FUTURE USE**

6 **24. RESERVED FOR FUTURE USE**

7 **25. RESERVED FOR FUTURE USE**

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

11

Primary Port(s) of Landing	Secondary Port(s) of Landing
Rhode Island: Pt. Judith	Massachusetts: New Bedford, Fall River, Westport Rhode Island: Newport, Block Island Connecticut: Stonington New York: Montauk, Hampton Bays, Shinnecock, Greenport New Jersey: Barnegat Light

12

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

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

25 **28.1. INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
 26 (between members) within the guidelines and procedures contained in the FMP and as
 27 amended by Amendment 16. The Sector would accept any future relief in the length and
 28 horsepower constraints of the program that may be authorized by the RA in the future.

- 1 **28.2. INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
2 (DAS) outside of the Sector are authorized under this provision to do so, only with Members of
3 other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would
4 not be exempted from existing length and horsepower constraints as currently contained in
5 applicable regulations.
- 6 **28.3. PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
7 requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by
8 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
9 submission of required VTR reports have been authorized by the Regional Administrator using a
10 phased implementation process. The Sector and its Members may utilize e-VTR in accordance
11 with the phased implementation process.
- 12 **28.4. ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
13 Assessment for all sectors seeking authorization for Fishing Year 2013, and that NMFS
14 communication has stated that if an exemption is approved for one Sector, all other authorized
15 Sectors can be similarly approved for that specific exemption based on the terms and
16 conditions of the originally requesting sector. In light of this understanding, NEFS V will request
17 authorization for such exemptions it deems beneficial for its operations, prior to the
18 publication of the final authorizing rule.
- 19 **29. MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector
20 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional
21 requirements or restrictions on the internal reporting requirements or fishing activities of all
22 members in order to ensure effective utilization and management of the Sector’s ACE. These
23 modifications may include, but are not limited to, additional notification of planned fishing activity
24 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on
25 locations where fishing may occur during specific times of the year or with specific gear. When such
26 modifications are implemented, all Members will be notified in writing.
27

1

EXHIBIT D

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

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

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

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

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 7.1 INSHORE GULF OF MAINE DECLARATION
- 13 12. CATCH REPORTS:
- 14 19. DATA MANAGEMENT:
- 15 22. MONITORING:
- 16 23. RESERVED FOR FUTURE USE:
- 17 24. RESERVED FOR FUTURE USE:
- 18 25. RESERVED FOR FUTURE USE:
- 19 27: SAFE HARBOR PROTOCOL:
- 20 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 21 29. MODIFICATION OF HARVESTING RULES
- 22 Exhibit D is administrative.
- 23 Explanatory Addendum is administrative
- 24 Informational Addendum is administrative

EXPLANATORY ADDENDUM

1

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

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

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

1

INFORMATIONAL ADDENDUM

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

4

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Daniel Salerno	Manager	Day-to-Day Sector Operations	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Daniel Salerno	Manager	Data Management & Reporting	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Daniel Salerno	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
		Policy						
Daniel Salerno OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Daniel Salerno	Manager	Sector Specific Outreach	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882

5

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of FEB, ²⁰¹³ 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Brewster Fishery Inc

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 310328 MRI 524

Permit Number: _____ MRI _____

Notary Public:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 12 DAY OF February
2013
Gail J. Wetmore
NOTARY PUBLIC OF NEW JERSEY

Gail J. Wetmore
Notary Public, State of New Jersey
ID 2048655
Commission Expires August 4, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of 13/12 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Atlantic Queen Doc/Reg # 624895
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Ann Marie Colletta*

Owner/Entity Name:

Atlantic Queen Inc.

Name of Authorized Representative (print):

Lori Rossignol

Title:

Branch Manager

List all permits including those listed in 4.

Permit Number: *320550* MRI *636*

Permit Number: _____ MRI _____

Notary Public:

Lori Rossignol

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

THIS ADHERENCE AGREEMENT is entered into as of this 14 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Black Sheep</u>	Doc/Reg #	<u>622063</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Black Sheep Fisheries Inc.

Name of Authorized Representative (print):

Nilesk Pearsall II

Title: owner

List all permits including those listed in 4.

Permit Number: 330567 MRI 402

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Hoube

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of 11, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Crackerjac Doc/Reg # 678130
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Daniel Barlow

Owner/Entity Name:

Dapper Fisheries Inc

Name of Authorized Representative (print):

Daniel Barlow

Title: Pres,

List all permits including those listed in 4.

Permit Number: 240964 MRI 299

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houne

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 30TH day of NOVEMBER 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Determination Doc/Reg # 629748
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

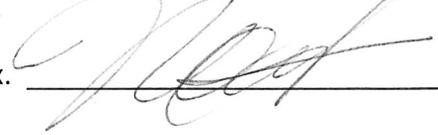
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Determination Fisheries LLC

Name of Authorized Representative (print):

Noah G Clark

Title: OWNER

List all permits including those listed in 4.

Permit Number: 330782 MRI 761

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Commexp. 6/28/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of March, 2013, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Dorothy m Doc/Reg # 628750
Fishing Vessel Name ~~_____~~ Doc/Reg # ~~_____~~
Fishing Vessel Name ~~_____~~ Doc/Reg # ~~_____~~

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Kenneth D Raynor

Owner/Entity Name:

Kenneth D Baynor

Name of Authorized Representative (print):

Theresa H. Rolfe

Title: Notary

List all permits including those listed in 4.

Permit Number: 221273 MRI #1554

Permit Number: _____ MRI _____

State of New York
County of Suffolk
Subscribed and Sworn to before me
this 28 day of Mar 2013
Theresa H. Rolfe
Notary Public

Notary Public:

THERESA H. ROLFE
NOTARY PUBLIC, State of New York
No. 01R05064745, Suffolk County
Term Expires 8/26/14

Elizabeth & Katherine

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

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of november, ~~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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Elizabeth + Katherine Doc/Reg # RI3973W
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Stephen A Arnold

Owner/Entity Name:

Kingston Trawlers, Inc.

Name of Authorized Representative (print):

Stephen A Arnold

Title: President

List all permits including those listed in 4.

Permit Number: 151492 MRI 428

Permit Number: _____ MRI _____

Notary Public:

Butler

EXP 12-1-13

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of JANUARY ²⁰¹³ ~~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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name ELIZABETH J Doc/Reg # 675248
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Jeff M. Kraus

Owner/Entity Name:

Jeffrey M. Kraus

Name of Authorized Representative (print):

Jeffrey M. Kraus

Title: owner

List all permits including those listed in 4.

Permit Number: 231221 MRI 1813

Permit Number: _____ MRI _____

Notary Public: Diane M. Carpenter

Sworn before me on 28th January 2013

Diane M. Carpenter
Notary Public State of New York
No. 4964038
Qualified in Suffolk County
Commission Expires March 19, 20 14

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

THIS ADHERENCE AGREEMENT is entered into as of this 28th day of March 2013, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Gertrude H</u>	Doc/Reg #	<u>531847</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Ted Platz III*

Owner/Entity Name:

Ocean Harvest, Inc.

Name of Authorized Representative (print):

Ted Platz III

Title: *President*

List all permits including those listed in 4.

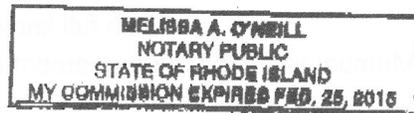
Permit Number: 230146 MRI 1723

Permit Number: _____ MRI _____

State of Rhode Island
County of Newport

3/28/13

Notary Public: *Melissa A. O'Neill*



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

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of November 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

- Active Member: (LIST ACTIVE VESSELS)
- | | | | |
|---------------------|---------------------|-----------|---------------|
| Fishing Vessel Name | <u>Heather Lynn</u> | Doc/Reg # | <u>CC3840</u> |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Steven P Follett

Owner/Entity Name:

Heather Lynn Inc.

Name of Authorized Representative (print):

Steven P Follett

Title: Pres Heather Lynn Inc

List all permits including those listed in 4.

Permit Number: 410327 MRI 1085

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houze

my commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Jenna Lynn II Doc/Reg # 692412
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Robert C Guzzo*

Owner/Entity Name:

R. C. G. Fisheries Inc

Name of Authorized Representative (print):

Robert C Guzzo

Title: owner

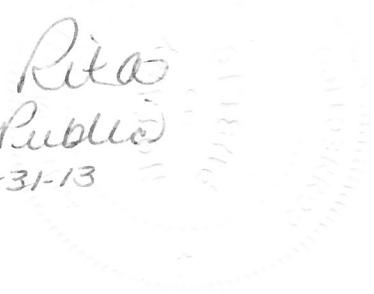
List all permits including those listed in 4.

Permit Number: 310509 MRI ~~613~~ 613

Permit Number: _____ MRI _____

Notary Public:

Ana M Ritas
notary Public
EXPIRES 5-31-13



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

THIS ADHERENCE AGREEMENT is entered into as of this 13 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Kelsi & Morgan</u>	Doc/Reg #	<u>511573</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Charles H. Brayton

Owner/Entity Name:

Heidi + Kristi inc.

Name of Authorized Representative (print):

Charles H. Brayton

Title: Pres.

List all permits including those listed in 4.

Permit Number: 250164 MRI 340

Permit Number: _____ MRI _____

Notary Public:

Diana Zerbarini
DIANA ZERBARINI
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 5-13-2014
11/13/12



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

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of November, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Linda Marie Doc/Reg # 674824
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Owner

Name of Authorized Representative (print):

Kenneth A. Ketcham

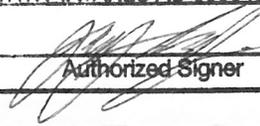
Title: Owner

List all permits including those listed in 4.

Permit Number: 310473 MRI 529

Permit Number: _____ MRI _____

Notary Public:

Endorsement of Kenneth Ketcham
GUARANTEED
WELLS FARGO BANK, N.A.
NORTH TAVARES AU 0066499
By 
Authorized Signer



Jeffrey Coulson, Jr.
State of Florida
My Commission Expires May 20, 2016
Commission # EE 200096

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

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of March, 2013, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Mary Anne Doc/Reg # 941947
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

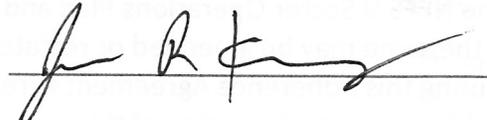
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

James Kraus Fish Co, Inc

Name of Authorized Representative (print):

N/A

Title:

N/A

List all permits including those listed in 4.

Permit Number: ²⁴¹⁴⁹⁵941947 MRI 1593

Permit Number: _____ MRI _____

Notary Public:

Sworn to Before me this
22nd Day of MARCH 2013
Arlene Curley

ARLENE CURLEY
Lic. #6011218
Notary Public, State of New York
Qualified in Suffolk County
My Commission Expires 8-3-14

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

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of December, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Mary Rose Doc/Reg # 910496
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

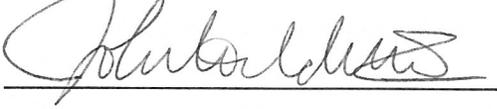
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

List all permits including those listed in 4.

Permit Number: 310554 MRI 1185

Owner/Entity Name:

Four Winds Fisheries Inc

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

John H Windels III

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: Owner/President

Permit Number: _____ MRI _____



Notary Public:

BERNADETTE DeANGELIS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DE4750311 SUFFOLK COUNTY
Commission Expires June 30, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 10 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name meat Doc/Reg # 509007
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Sydney R. Smith*

Owner/Entity Name:

Ci-Land LTD

Name of Authorized Representative (print):

Sydney R. Smith

Title: President

List all permits including those listed in 4.

Permit Number: 320205 MRI 573

Permit Number: _____ MRI _____

Notary Public:

11/20/12

Connie D Bunch

CONNIE D. BUNCH
Notary Public, State of New York
No. 01BU6185050
Qualified in Suffolk County
Commission Expires April 14, 2012

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

THIS ADHERENCE AGREEMENT is entered into as of this 23 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Peter E Bessette

Owner/Entity Name:

KARYO INC

Name of Authorized Representative (print):

PETER E BESSETTE

Title: President

List all permits including those listed in 4.

Permit Number: 250338 MRI 1471

Permit Number: _____ MRI _____

Notary Public:

Ann M. Rita
Notary Public
Commission expires
5-31-13

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

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of December 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Mistress Doc/Reg # 672568

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

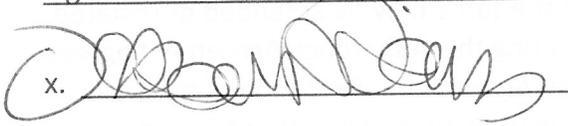
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Hope Fisheries Inc.

Name of Authorized Representative (print):

Oscar D. Diaz

Title: _____

List all permits including those listed in 4.

Permit Number: 250728 MRI 469

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houck

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 1ST day of DECEMBER 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name OCEAN STATE Doc/Reg # 531996
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

List all permits including those listed in 4.

x. Robert B. Westcott

Permit Number: 320139 MRI 562

Owner/Entity Name:

Permit Number: _____ MRI _____

OCEAN STATE FISHERIES INC.

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

ROBERT B. WESTCOTT

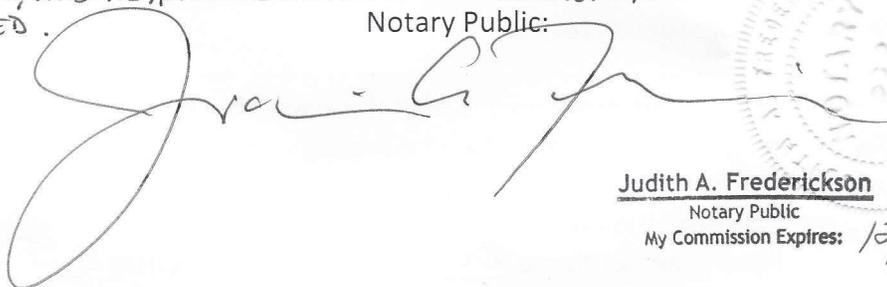
Permit Number: _____ MRI _____

Title: VICE-PRESIDENT

Permit Number: _____ MRI _____

IN S. KINGSTOWN, RI ON THE 1ST DAY OF DECEMBER 2012 PERSONALLY APPEARED ROBERT B. WESTCOTT TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THE FORGOING INSTRUMENT, AND HE ACKNOWLEDGED SAID INSTRUMENT, EXECUTED BY HIM TO BE HIS FREE ACT AND DEED.

Notary Public:



Judith A. Frederickson

Notary Public

My Commission Expires: 12/30/15

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name PROUD MARY Doc/Reg # RI 913 0U
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Christopher Brown

Owner/Entity Name:

Goldenwood Fisheries Inc

Name of Authorized Representative (print):

Christopher Brown

Title: President

List all permits including those listed in 4.

Permit Number: 151069 MRI 394

Permit Number: _____ MRI _____

Notary Public:

I HEREBY CERTIFY THAT THE ABOVE
WAS ON THE ABOVE DATE ADULTY
QUALIFIED ELECTOR OF THE TOWN OF
SOCOTA KINGSTOWN

11/28/12

Notary Public

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

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of Jan, 2013 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Providence Doc/Reg # NY4461FR
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

William W. Reed
Signature of Authorized Representative:

List all permits including those listed in 4.

x. William W. Reed

Permit Number: 150542 MRI 2046

Owner/Entity Name:

Permit Number: _____ MRI _____

William W. Reed

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

William W. Reed

Permit Number: _____ MRI _____

Title: Owner

Permit Number: _____ MRI _____

Notary Public:

Denise A. Navarra

DENISE A NAVARRA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01NA6191295
Qualified in Suffolk County
My Commission Expires August 11, ~~2012~~ 2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 6th day of December, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Rayda Choram Doc/Reg # ~~330114~~ 603433
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

FOX FISHERIES

Name of Authorized Representative (print):

JAMES R FOX

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330779 MRI 581

Permit Number: _____ MRI _____

Alice Luffin
Notary Public:
my Commission Expires 6-19-2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 26TH day of NOVEMBER 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name RAYNA & KERSTIN Doc/Reg # 594086
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Eric Lundvall

Owner/Entity Name:

INSURE & OFFSHORE CHARTERS, INC.

Name of Authorized Representative (print):

ERIC L. LUNDVALL

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 310301 MRI 1703

Permit Number: 320885 MRI 382

Permit Number: _____ MRI _____

Notary Public:

Sworn to and subscribed
before me this
26 day of NOV 2012

Kelly Merlo



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

THIS ADHERENCE AGREEMENT is entered into as of this 21 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name RIANDA S Doc/Reg # 623601
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Charles Weimar

Owner/Entity Name:

RIANDAS Fisheries Inc.

Name of Authorized Representative (print):

Charles Weimar

Title: OWNER

List all permits including those listed in 4. 1507

Permit Number: 310378 MRI ~~21866~~

Permit Number: 150438 MRI ~~21757~~ 357

Permit Number: _____ MRI _____

Notary Public:

Subscribed and sworn to before me this

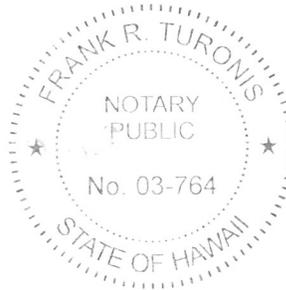
21 day of NOVEMBER 2012

Frank Jones

Notary Public

State of Hawaii, 5 Judicial Circuit

My commission expires 12/28/15



Doc. Date: 11/21/12 # Pages 1

Notary Name: Frank Turonis Fifth Circuit

Doc. Description: NORTHEAST FISHERY

SECTOR V. - AGREEMENT

Frank R. Jones 11/21/12

Notary Signature

Date



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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

List all permits including those listed in 4.

x. *Glenn R. Beck*

Permit Number: 310403 MRI 514

Owner/Entity Name:

Permit Number: _____ MRI _____

HARVEST Fisheries inc.

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Glenn R. Beck

Permit Number: _____ MRI _____

Title: *Pres.*

Permit Number: _____ MRI _____

Notary Public:



JOHN J. McDONALD
NOTARY PUBLIC, State of New York
No. 01MC5007939, Suffolk County
Commission Expires 20 15

Sector II

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

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of November, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Stephen A Arnold

Owner/Entity Name:

KCS HOLDING, LLC

Name of Authorized Representative (print):

Stephen A Arnold

Title: Co-Owner

List all permits including those listed in 4.

Permit Number: 151045 MRI 365

Permit Number: _____ MRI _____

Notary Public:

Stephen A Arnold
exp 12-1-13

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

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of December 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Second Wind Doc/Reg # 615481
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Diaz Fisheries Inc.

Name of Authorized Representative (print):

Oscar D. Diaz

Title: _____

List all permits including those listed in 4.

Permit Number: 330387 MRI 600

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Howe

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 30th day of November, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name STEPHANIE BRYAN Doc/Reg # 581935
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Elmridge Fisheries Inc

Name of Authorized Representative (print):

Noah G. Clark

Title: OWNER

List all permits including those listed in 4.

Permit Number: 320645 MRI 649

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Comm. Exp 6/28/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of March, 2013, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Sweet Mercy</u>	Doc/Reg #	<u>RI 4162 S</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2013 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:

Name of Authorized Representative (print):

Title:

List all permits including those listed in 4.

Permit Number: 148642 MRI 409

Permit Number: _____ MRI _____

Notary Public:

Jennifer Collins
Jennifer Collins Exp 02/11/17

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of November 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

- Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name VIRGINIA MARISE Doc/Reg # 587180
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

Rodman W. Sykes

Owner/Entity Name:

Rodman W. Sykes

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 310991 MRI 599

Permit Number: _____ MRI _____

Notary Public:

Rancho Johnson NOTARY PUBLIC

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

THIS ADHERENCE AGREEMENT is entered into as of this 26th day of November, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

List all permits including those listed in 4.

x. Ocean Harvest, Inc. Ted Platz

Permit Number: 214901 MRI 1277

Owner/Entity Name:

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Ted Platz

Permit Number: _____ MRI _____

Title: President

Permit Number: _____ MRI _____

State of Rhode Island
County of Newport

Notary Public: Melissa A. O'Neill

MELISSA A. O'NEILL
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES FEB. 25, 2015

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

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of March, 2013, 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 V Sector Operations Plan and Agreement dated effective as of December 3, 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 V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted December 1, 2012 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Windsong Doc/Reg # 637736
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. M. Bauhs

Owner/Entity Name:

Vincenzo Seafood Corp.

Name of Authorized Representative (print):

Michael Bauhs

Title: Owner/Operator

List all permits including those listed in 4.

Permit Number: 250582 MRI 1780

Permit Number: _____ MRI _____

Notary Public:

LAURIE KALHORN
Notary Public, State of New York
Registration #01KA6205483
Qualified In Suffolk County
Commission Expires May 11, 2013

Laurie Kalhorn
3-29-13

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:47 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: PROUD MARY

Northeast Federal Fishery Permit: 151069

US Coast Guard Doc #/State Registration # : RI9130U

Primary Owner|Corporation Name: GOLDEN WOOD FISHERIES INC

Address:

35 ERICA COURT

WEST KINGSTON, RI 02892

Phone: (401) 789-2412

Hailing Port: POINT JUDITH, RI.

Principal Port: POINT JUDITH, RI.

Sector: NEFS 5

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	01- MAY- 13	30- APR- 14
2013	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
				01-	30-

2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	MAY- 13	APR- 14
2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	HRG	C	HERRING - LIMITED ACCESS - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	18- APR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	18- APR- 13	28- FEB- 14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SMB	T2	ATLANTIC MACKEREL TIER 2 - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:49 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: ELIZABETH & KATHERINE
 Northeast Federal Fishery Permit: 151492
 US Coast Guard Doc #/State Registration # : RI3973W
 Primary Owner|Corporation Name: KINGSTON TRAWLERS INC
 Address:
 200 BLUEBERRY LANE
 WEST KINGSTON, RI 02892
 Phone: (401) 782-6849

Hailing Port: POINT JUDITH, RI.
 Principal Port: POINT JUDITH, RI.
 Max Trap Allocation: 800

Sector: NEFS 5

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	01-MAY-13	30-APR-14
2013	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14

2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01- MAY- 13	30- APR- 14
2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	HRG	C	HERRING - LIMITED ACCESS - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	LGC	A	SCALLOP - LAGC - IFQ - 2013	01- MAR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2013	01- MAY- 13	30- APR- 14
2013	LO	AOC	AMERICAN LOBSTER - TRAP - OUTER CAPE - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01- MAR- 13	28- FEB- 14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SF	1	SURF CLAM - 2013	01- MAY- 13	30- APR- 14
				01- MAY-	30- APR-

2013	SKT	1	SKATE - 2013	13	14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SMB	T3	ATLANTIC MACKEREL TIER 3 - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:49 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: VIRGINIA MARISE
 Northeast Federal Fishery Permit: 310991
 US Coast Guard Doc #/State Registration # : 587180
 Primary Owner|Corporation Name: RODMAN W SYKES
 Address:
 PO BOX 242
 PEACE DALE, RI 02883
 Phone: (401) 789-1762

Hailing Port: POINT JUDITH, RI.
 Principal Port: POINT JUDITH, RI.

Sector: NEFS 5

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	01- MAY- 13	30- APR- 14
2013	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
				01-	30-

2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	MAY- 13	APR- 14
2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	HRG	C	HERRING - LIMITED ACCESS - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01- MAR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01- MAR- 13	28- FEB- 14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SF	1	SURF CLAM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL -	01- MAY-	30- APR-

			2013		13	14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013		01- MAY- 13	30- APR- 14