

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
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in
8 the 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 CR Fisheries Inc.

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

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

20 5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is composed of
21 allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each
22 such species being an "Allocated Species"), and any subsequent Framework or Amendment. Subject to
23 the terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an
24 amount of the Sector's ACE, as adjusted by the Sector for retainages including but not limited to the
25 Reserve, for **specific** Allocated Stocks proportionate to the amount of ACE for such stocks that the Sector
26 receives as a result of such Member's membership in the Sector. The specific Allocated Stocks that will
27 be disbursed in this manner will be determined by the NEFS V Board of Directors prior to the start of the
28 Fishing Year, and will be based on the memberships' historical fishing activity. The remaining Allocated
29 Stocks will be treated as a communal pool of Allocated Stocks for all **Active** Members to draw from as
30 needed without regard to an individual Member's contribution to Sector's ACE. The amount of Sector

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

3 <http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSearch.aspx>

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

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

23 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before
24 April 30, 2014, (the “Notification Date”), and on or before any succeeding Notification Dates established
25 by the Board for FY 2014 and thereafter of their intention to harvest Sector ACE (“**Active Members**”)
26 may harvest Sector ACE. Each Member’s notice that such Member intends to harvest Sector ACE shall
27 identify the vessels which will be used for such harvest. **Non-Active Members** shall not harvest Sector
28 ACE, including without limitation, their own Harvest Share. No **Active Member** shall harvest an amount
29 of Sector ACE in excess of their Harvest Share. Harvest of each **Active Member’s** Harvest Share shall be
30 subject to all NMFS and other management regulations generally applicable to the Sector’s ACE

1 (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet,
2 individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any
3 season or area than the percentage of the related Sector ACE allocation permitted to be harvested in
4 such season or area. The Manager may impose and enforce additional restrictions on each **Active**
5 **Member's** harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

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

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

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

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

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

28 7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement,
29 each Member may transfer some or all of such Member's Harvest Share to one or more **Active**

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

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

23 7.5 Re-direction Of Effort. During FY 2012, NEFS V vessels switched fishing efforts into
24 the following fisheries:

- 25 • Fishery: Atlantic Sea Scallop (gear: dredge & trawl)
- 26 • Fishery: Other Northeast Multispecies (gear: trawl)
- 27 • Fishery: Monkfish (gear: trawl)
- 28 • Fishery: Summer Flounder (gear: trawl)
- 29 • Fishery: Scup (gear: trawl)
- 30 • Fishery: Black Sea Bass (gear: trawl)
- 31 • Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- 32 • Fishery: Spiny Dogfish (gear: trawl)
- 33 • Fishery: Atlantic Bluefish (gear: trawl)

- 1 • Fishery: Atlantic Herring (gear: midwater & bottom trawl)
- 2 • Fishery: Skate (wings & bait) (gear: trawl)
- 3 • Fishery: Striped Bass (gear: gillnet)

4
5 During the first quarter of FY 2013, NEFS V vessels switched effort into the following fisheries:

- 6
- 7 • Fishery: Atlantic Sea Scallop (gear: dredge & trawl)
- 8 • Fishery: Other Northeast Multispecies (gear: trawl)
- 9 • Fishery: Summer Flounder (gear: trawl)
- 10 • Fishery: Scup (gear: trawl)
- 11 • Fishery: Black Sea Bass (gear: trawl)
- 12 • Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- 13 • Fishery: Spiny Dogfish (gear: trawl)
- 14 • Fishery: Skate (wing & bait) (gear: trawl)
- 15 • Fishery: Monkfish (gear: gillnet) **
- 16 • Fishery: American Lobster (gear: pots)**
- 17 • Fishery: Tuna (gear: handgear)
- 18

19 *** The bullets identified above are a result of the fishing activity of a New*
20 *Active Member of NEFS V during this current fishing year. This new Active Member has*
21 *historically participated in these fisheries prior to join NEFS V for FY 2013-2014.*
22

23 During FY 2014, NEFS V anticipates that no redirection of effort similar redirection of effort to the
24 fisheries listed above.

25 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

26 NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless
27 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,
28 unless the Allocated Species harvest is managed under another management plan or as a sub-
29 component annual catch limit ("ACL") of Amendment 16 Allocated Species. Each **Active Member** shall
30 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the
31 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.
32

33 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new
34 Magnuson requirements will influence the level of consolidation that will take place in the groundfish
35 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation
36 that may occur in the effort controlled system where overall management measures are based upon the
37 weakest stocks.

1 In FY 2013, 79% of the permits enrolled in the NEFS V for FY 2014 are attached to
2 vessels actively fishing for NE multispecies. For FY 2014, the NEFS V sector has 29 permits currently
3 enrolled. Of those permits 23 are anticipated to actively fish for NE multispecies in FY 2014. While these
4 numbers may change, the NEFS V expects that, compared to FY 2013, there would be no change from
5 the consolidation that previously occurred among the members during FY 2013. The member permits
6 that are not attached to active NE multispecies vessels in FY 2014 are the same permits that leased out
7 their ACE in FY 2013. In all cases, a member who owns multiple permits fished the ACE (or DAS if in the
8 common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by
9 all those permits on the same single hull, resulting in no additional consolidation.

10 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery
11 Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby authorizes the
12 release to the undersigned hereby authorizes the release to the Manager of V Northeast Fishery Sector,
13 Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of
14 information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act
15 or other federal law regarding the catch of various species of fish associated with the limited access
16 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector
17 submitted to the National Marine Fisheries Service that the undersigned has authority to access. This
18 information includes data required to be submitted or collected by NMFS, including but not limited to
19 days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer
20 Program data, information collected for conservation and management purposes, catch and landings
21 history data, at-sea monitoring data, VMS information, and all other information associated with the
22 vessel, MRI #, and/or permit records. Additionally, the Manager may be provided access to the
23 Member's Fish Online Account or alternatively access to specific data such as Vessel Track data,
24 contained within the Member's Fish Online Account as made available to the Manager by the Member.

25 9. Catch Monitoring and Reporting. Each **Active Member** shall comply with all catch
26 monitoring and reporting requirements established by the Manager, which may include but are not
27 limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and
28 operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved
29 landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely
30 basis. Without limiting the foregoing, each **Active Member** shall submit on a timely basis all catch
31 information as required by and necessary for the Manager to complete and file the Sector's weekly

1 reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated in accordance
2 with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent
3 manifest error, the catch and delivery information produced by the Manager shall be presumed
4 accurate, and absent manifest error, each Member's obligations under this Agreement and all related
5 documents may be enforced to their fullest extent on the basis of such information.

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

16 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and
17 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector
18 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise
19 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and
20 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or
21 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess
22 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated
23 damages amounts as established under Section 10.3, below.

24 10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to
25 each annual Northeast multispecies groundfish season opening date (the "Season Opening Date"), the
26 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming
27 year, and to address any other matters of Sector business properly before the Board. The Board shall
28 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such
29 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do
30 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist
31 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement

1 and shall hear and decide Members' appeals of the Manager's contract breach determinations and
2 liquidated damages assessments.

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

19 10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound
20 by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such
21 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The
22 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's
23 Harvest Share shall be as provided on **Exhibit D.**

24 10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
25 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest
26 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who
27 will to a significant degree have control over whether the vessel is operated in compliance with this
28 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's
29 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such
30 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed

1 their agreement to abide by such terms in writing. Each Member assumes all liability under this
2 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

3 10.6 Liquidated Damages Security. The Board may require that a Member that has two
4 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another
5 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing
6 such Member's payment and performance obligations under this Agreement in such amounts as the
7 Board deems appropriate, or may require such Member to personally guaranty, and/or have other
8 Members or third parties personally guaranty, such Member's payment and performance obligations
9 under this Agreement.

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

27 10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed
28 liquidated damages shall have five (5) days from the date that the Member receives the notice to
29 request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing
30 within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be
31 deemed to have breached this Agreement in accordance with the Manager's determination, and the

1 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an
2 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an
3 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable
4 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able
5 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time
6 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with
7 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent
8 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and
9 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each
10 Member's obligations under this Agreement and all related documents may be enforced to their fullest
11 extent on the basis of such data. If the Enforcement Committee determines that a Member breached
12 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages
13 amount provided for such breach under this Agreement.

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

27 10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to
28 resolve a breach of this Agreement through voluntary compliance measures approved by the
29 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall
30 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the
31 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid

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

16 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition
17 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential
18 damages in connection with a breach of this Agreement resulting from the Member's gross negligence
19 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of
20 or related to the gross negligence or willful misconduct of the captain operating such Active Member's
21 vessel(s).

22 10.12 Distribution of Damages. Where a Member's breach causes one or more other
23 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision
24 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member
25 receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch
26 was less than such Member's allocation or apportionment, and the denominator of which is the sum of
27 the aggregate amount of by which all Members' allocations or apportionments were reduced as a result
28 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any
29 damages awarded to the Sector in excess of those distributed to other Members under this Section, and
30 any damages awarded in connection with a breach which does not cause any other Member's allocation

1 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector
2 operations.

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

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

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

1 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
2 Member that is eligible to terminate such Member's Sector membership may do so only by providing
3 written notice to that effect to all other Members on or before April 30, 2014 or such date as the Board
4 may from time to time establish for that purpose (the "Termination Date") each year. A Member that
5 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its
6 Sector membership for the following year, and all other Members shall be entitled to act in reliance on
7 such renewal accordingly. If any Member provides a membership termination notice by the
8 Termination Date, each of the other Members shall have ten (10) days from the date they receive such
9 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
10 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

24 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful
25 breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant
26 to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such
27 Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant
28 to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a
29 fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member
30 shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to
31 participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector

1 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member
2 shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is re-
3 admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to
4 the date of expulsion, or to pay liquidated damages and costs and fees related to an action or omission
5 by the expelled Member that preceded the date of expulsion. The Sector shall notify NMFS
6 immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

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

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

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

28 14.1 The Sector, acting through the Manager, has the authority to issue to any Member
29 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member
30 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member

1 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the
2 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members
3 and the Manager from any and all liability of any nature whatsoever, including but not limited to both
4 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages
5 that a Member may suffer as a result of complying with a Stop Fishing Order.

6 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply
7 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help
8 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order
9 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden
10 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.(evidence
11 that the vessel continued to fish thereafter).

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

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

26 15.1 The Transferee shall be deemed a **Non-Active Member** of the Sector, with no
27 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
28 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**
29 **Member** status during the fishing year in which the permit transfer occurred must submit a written

1 request to the Board for consideration. The Board will have the authority to approve, conditionally
2 approve or deny such request.

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

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

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

26 The party's written request for arbitration shall include the name of the arbitrator selected by the party
27 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the
28 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the
29 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not
30 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the

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

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

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

25 19. No Collective Marketing. The Members acknowledge that the Sector has not been formed
26 or qualified as a collective marketing association. The Members therefore agree that nothing in this
27 Agreement shall be construed as permitting or obligating Members to collaborate regarding the
28 processing, marketing or sales of the product produced from catch harvested under their Harvest
29 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and
30 shall hold ex-vessel price information as confidential from other Members until such information

1 becomes public or until such price information is six months old, unless and until the Sector is properly
2 qualified under State and Federal law as a collective marketing association

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

8

EXHIBIT A

Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)

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

Owner/Entity	MRI	Permit
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
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

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

Permit	Vessel Name
250164	Kelsi and Morgan
151069	Proud Mary
148642	Sweet Misery
151492	Elizabeth & Katherine
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

1 **EXHIBIT B**

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

3

4 The following NEFS V members own additional Federal multispecies permits not enrolled in this sector.

5 Providence Fisheries Inc. 310718 in SHS 3
Ocean Harvest Inc. 150598; 221554 - common pool

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

MRI	Permit	Vessel Name	Federal Permits
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	CPH	Privateer (CPH)	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	CPH	Trara Lynn (CPH)	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-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
504	310328	Abbie & Holly	bluefish, black sea bass, spiny dogfish, summer flounder, scallop-LAGC-IFQ, American lobster non-trap, American lobster trap-area 2, 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, surf clam, 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 tier 3, 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-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, 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
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, Atlantic mackerel, 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, squid/butterfish-Inc, 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	CPH	Waynes World (CPH)	NE multispecies - hook gear
1471	CPH	Miss Karyn (CPH)	bluefish, spiny dogfish, herring-OA-PL, NE multispecies OA, red crab-OA-Inc, skate, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I
1507	310378	Rianda S.	bluefish, bluefish-C/P, black sea bass, black sea bass-C/P, spiny dogfish, summer flounder, summer flounder-C/P, Inc HMS squid trawl, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-area 6, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, scup-C/P, skate, loligo/butterfish, squid/mackerel/butterfish-C/P, Atlantic mackerel tier 3, Illex squid, tilefish-C/I, tilefish-C/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/I
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

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MRI	Vessel Permit No.	Vessel Name	State Permits
340	250164	Kelsi and Morgan	RI Mults; CT
357	CPH	Privateer (CPH)	
365	151045	Seafarer II	
382	CPH	Tara Lynn (CPH)	
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
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	CPH	Waynes World (CPH)	RI Mults
1471	CPH	Miss Karyn (CPH)	RI Mults; CT; NY
1507	310378	Rianda S.	

1544	221273	Dorothy 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 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

4 *The Members and the Participating Vessels of **V Northeast Fishery Sector, Inc.** agree to be legally bound*
5 *to follow the Harvesting Rules for the Fishing Year 2014 as described herein, in accordance with all*
6 *provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those*
7 *rules and regulations applicable to the common pool Multispecies vessels. Members and the*
8 *Participating Vessels of NEFS V will fish in primarily in the Inshore Georges Bank, Offshore Georges Bank,*
9 *and Southern New England/Mid Atlantic (SNE/MA)..*

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

Stock	Sector ACE (lbs):
GB Cod	
GB Cod East	2,546.948
GB Cod West	27,895.960
GOM Cod	233.288
GB Haddock	
GB Haddock East	232,544.110
GB Haddock West	166,597.725
GOM Haddock	1,406.550
GB Yellowtail Flounder	9,043.634
SNE/MA Yellowtail Flounder	280,180.093
CC/GOM Yellowtail Flounder	5,102.376
Plaice	15,078.069
Witch Flounder	8,950.930
GB Winter Flounder	38,459.964
GOM Winter Flounder	1,039.193
SNE/MA Winter Flounder	320,349.234
Redfish	17,903.776
White Hake	11,384.520
Pollock	30,635.439

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- 1 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more
2 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the
3 members agree that once an annual ACE is reached no member will fish commercially with any
4 fishing gear capable of catching any of the allocated groundfish stocks or other species managed
5 under plan within the applicable area(s): except in those situations where a member is participating
6 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this
7 document has been approved by NMFS. The Sector members may resume fishing activities if
8 additional ACE is secured through inter-sector ACE transfer.
- 9 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors
10 will use a PC based software for collecting data, reporting catch, landings and discards, and
11 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a
12 quota release program that sets forth overall sector quota (ACE) release targets by species and
13 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual
14 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will
15 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the
16 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the
17 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest
18 Share management.
- 19 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
20 trajectory that is not to exceed 95% for GB East Cod, GB East Haddock & GB Yellowtail and 90% for
21 all other Allocated Stocks of the current quota held by the Sector as adjusted by ACE transfers. The
22 remaining 5% for GB East Cod, GB East Haddock & GB Yellowtail and 10% for all other Allocated
23 Stocks is the minimum aggregate total of the RESERVE buffer system. The Sector, through their
24 Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to
25 prevent under or over harvest of the Sector’s ACE.
- 26 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
27 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
28 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
29 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
30 Harvest Shares trajectories will be set to the Harvest Share. Once 80% of any Sector ACE is
31 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota
32 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing
33 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector
34 Manager to seek additional ACE through an ACE transfer with other sectors.
- 35 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
36 fishing operations must be retained and counted against the Sector’s ACE allocation, unless
37 otherwise exempted.
- 38 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
39 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in
40 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in
41 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for
42 example, when fishing under a monkfish DAS.
- 43

1 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
2 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing
3 regulations.

4 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its
5 Manager with a greater understanding of the fishing patterns conducted by their
6 members, the following reporting requirements have been crafted and adopted by the
7 Sector in collaboration with all Northeast Groundfish Sectors in the region. These
8 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
9 The implementation of the following requirements is conditioned on the adoption by all
10 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision
11 is not adopted by all Northeast Groundfish Sectors the specifications below will not be
12 implemented by this Sector.

13 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1
14 West of 70:15 to the shoreline north to the Maine Coast and South to Cape
15 Cod would be defined as **Inshore GOM**.

16 **7.1.2** When an Observer/Monitor is onboard. The Sector Vessel may declare and
17 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the
18 Inshore GOM defined in this section.

19 **7.1.3** When an Observer/Monitor is NOT onboard.

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

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

29 c. If the Member declares more than one BSA on the trip, the Member is
30 prohibited from conducting fishing activity West of the 70:15 in the area
31 described above as the Inshore GOM and the Member must indicate
32 acknowledgement of this restriction by transmitting a Trip Start Hail,
33 through their VMS unit or third party software, and check the “b.
34 Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the
35 Trip Start Hail.

36
37
38 **7.1.4** V, Northeast Fishery Sector Board of Directors reserves the right to remove
39 and/or modify this Inshore GOM Declaration provision at any time during the
40 2014-2015 Fishing Year.

41
42
43 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or
44 Agency.

45 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip
46 Start and Trip End) electronically via the email messaging component of their VMS units.

1 All data necessary to the requirements will be sent in compressed formats to minimize
2 characters and maximize message capacity directly to the Sector's Server which will
3 collect, store, convert and relay all data elements necessary to meet various requirements.
4 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon
5 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a
6 backup system, including but not limited to, direct cell phone or radio transmission
7 between the vessel and NMFS OR a relay through the Sector Manager.

8 **8.2** **TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will
9 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector
10 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The
11 Trip Start Hail ("TSH") must include:

- 12 • Operator's Permit Number
- 13 • Vessel Trip Report (VTR) serial number
- 14 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 15 • Usage of specific sector exemptions
- 16 • Usage of specific operations plan provisions
- 17 • Landing Port City
- 18 • Landing State (abbreviation)
- 19 • Estimated time and Date of arrival in port
- 20 • Estimated time and date of offloading (required only for trips less than 6
21 hours in duration or if fishing within 6 hours of the offload port)
- 22 • Comments (as directed by the Sector Manager or Regional Administrator)

23
24
25
26 **8.3** **TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
27 trips less than six hours in length or occurring within six hours of port, the estimated time
28 of arrival to port, offload location and estimated offload time will be provided in the Trip
29 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with
30 required updated information. An alternative timing for the TEH may be implemented
31 during FY 2014 if agreed upon by the Sector, and NMFS.

32 **8.4** **TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
33 trips less than six hours in length or occurring within six hours of port, the estimated time
34 of arrival to port, offload location and estimated offload time will be provided in the Trip
35 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with
36 required updated information. An alternative timing for the TEH may be implemented
37 during FY 2014 if agreed upon by the Sector, and NMFS.

38 **8.5** **TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of
39 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.
40 For shorter trips, the trip-end hail reports must be submitted within sufficient in
41 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end
42 hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring
43 provider, and NMFS. The trip end hail must include the following:

- 44 • Operator's Permit Number

- 1 • Vessel Trip Report (VTR) serial number
- 2 • First landing port city
- 3 • First landing state (abbreviation)
- 4 • Dealer/Offload Location
- 5 • Estimated time and date of arrival
- 6 • Estimated time and date of offload
- 7 • Second offload port city
- 8 • Second offload state (abbreviation)
- 9 • Total groundfish kept in pounds
- 10 • Total non-groundfish kept in pounds
- 11 • Comments (as directed by the Sector Manager or Regional Administrator)

12
13 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
14 will complete a catch report each time the vessel changes areas.

15
16 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
17 one US/CA area or more than one of the four stock areas will complete a catch report each time the
18 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
19 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
20 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
21 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
22

23 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
24

25 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
26 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
27 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
28 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
29 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
30 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
31 unable to submit his catch records electronically, the Member, will have no more than twenty-four
32 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.
33

34 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
35 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
36 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
37 required by NERO. Sector Members will execute all documents necessary to meet legal
38 requirements for the purpose of facilitating e-VTR service.
39

40 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
41 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector

1 will submit required reports, using the format and procedures prescribed by NMFS. The reports
2 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and
3 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
4 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
5 week, regardless of completeness of the data. The information includes stock, gear, mesh
6 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
7 provides information about the sector trips for a given week that have enforcement or other issues.
8 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting
9 compliance issues, violations of the Sectors operations plan and regulation, and general problems
10 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is
11 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status
12 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event
13 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*
14 *Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations
15 on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the
16 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until
17 the current reporting week and are adjusted retroactively as data becomes available or issues
18 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which
19 should be used to report all data quality issues to the appropriate people for research and
20 correction process.

21
22 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for
23 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the
24 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify
25 NMFS immediately by email if the threshold that triggers daily reporting has been
26 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,
27 a daily ACE Status Report must be submitted only on a day when a member vessel lands,
28 or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
29 threshold.

30
31 An alternative threshold for triggering daily reporting may be implemented during FY 2014
32 if agreed upon by the sector and NMFS.

33
34 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include
35 any enforcement or reporting compliance issues, including violations of Operations Plan
36 (excluding those sections identified as administrative provisions in this document);
37 violations of regulations, or general problems with monitoring or sectors operations in
38 their *Trip Issue Report* which is submitted to NMFS weekly.

39
40 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
41 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,
42 including harvest levels of all species by sector vessels (landings and discards by gear types);
43 enforcement actions; and any other relevant information required to evaluate the performance of
44 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for
45 regulated groundfish and their permit numbers (when such disclosure does not violate protection of
46 confidentiality); number of vessels that fished for other species; method used to estimate discards;

1 landing port used by sector vessels while landing groundfish; and any other additional information
2 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit
3 required reports using the format and procedures prescribed by NMFS.
4

5 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
6 logbook area information to calculate stock attribution ratios for all applicable species.
7

8 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
9 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
10 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
11 based on data collected during that trip and will account for all hauls (observed and unobserved) on
12 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate
13 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data
14 from research trips or sector trips using certain exemptions.
15

16 **18. RESERVED FOR FUTURE USE:**
17

18 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
19 messaging component of their VMS units. All data necessary for sector ACE management, including
20 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
21 formats to minimize characters and maximize message capacity. Notwithstanding reporting
22 requirements that cannot be altered by a sectors operations plan, the Sector's server will be
23 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
24 requirements in the formats required by the recipients
25

26 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,
27 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database
28 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will
29 provide the Sector with data from NEFOP and the ASM program.
30

31 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
32 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the
33 Sector. Each Member agrees that its sector vessels *must* comply with all requirements stipulated in
34 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.
35

36 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
37 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
38

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

41 **21.1** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,
42 ocean pout and Atlantic wolfish.

43 **21.2** All Groundfish DAS restrictions NE multispecies days-at-sea (DAS) restrictions other than
44 those required to comply with the monkfish and skate fisheries, as specified in §§
45 648.92 and 648.322;

- 1 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
2 **21.4** Gulf of Maine Rolling Closures, except for:
3 April – Blocks 124, 125, 132, 133
4 May – Blocks 132, 133, 138, 138,139,140
5 June – Blocks 139, 140, 145, 146, 147, 152
6 Unless authorized as a sector specific exemption.
7 **21.5** The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i)
8 when using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area
9 (RMA), provided the vessel uses a codend with at least 6” minimum mesh size.
10 **21.6** Additional mortality controls adopted by Amendment 16, including additional seasonal
11 or year-round closures, gear requirements, DAS reductions, differential DAS counting,
12 and/or restricted gear areas.
13

14 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
15 this Agreement, **Members agree to abide by the following obligations as specified and**
16 **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**
17

- 18 **21.7** 120 Day Gillnet Block out of the Fishery
19 **21.8** 20 Day Spawning Block
20 **21.9** Limits on the Number of Gillnets that may be hauled on GB when Fishing on a
21 Groundfish/Monkfish DAS
22 **21.10** DAS Leasing Program Length and Horsepower restrictions
23 **21.11** Requirement to declare intent to fish in Eastern US/CA SAP and CA II YT/Haddock SAP
24 from the dock
25 **21.12** Gear requirements in the Eastern US/CA Management Area
26 **21.13** Seasonal restrictions for the Eastern US/CA Haddock SAP
27 **21.14** Seasonal restrictions for the CA II YT/Haddock SAP
28 **21.15** Prohibition on Combining Small Mesh Exempted Fishery and Sector Trips (see
29 explanatory addendum for additional information)
30 **21.16** 6.5- Inch minimum mesh size requirement to allow 6-Inch mesh for Targeted Redfish
31 Trips (see explanatory addendum for additional information)
32 **21.17** Access to Nantucket Lightship Closed Area (see explanatory addendum for additional
33 information)
34

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

45 **23. RESERVED FOR FUTURE USE**

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24. RESERVED FOR FUTURE USE

25. RESERVED FOR FUTURE USE

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

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

10

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

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

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

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

31

1 **28.3** PAPER VTR: Members acknowledge that they are bound to all applicable reporting
2 requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by
3 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission
4 and submission of required VTR reports have been authorized by the Regional
5 Administrator using a phased implementation process. The Sector and its Members may
6 utilize e-VTR in accordance with the phased implementation process.

7 **28.4** ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental
8 Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS
9 communication has stated that if an exemption is approved for one Sector, all other
10 authorized Sectors can be similarly approved for that specific exemption based on the
11 terms and conditions of the originally requesting sector. In light of this understanding,
12 NEFS **V** will request authorization for such exemptions it deems beneficial for its
13 operations, prior to the publication of the final authorizing rule.

14 **29. MODIFICATION OF HARVESTING RULES**: Members acknowledge that from time to time, the Sector
15 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional
16 requirements or restrictions on the internal reporting requirements or fishing activities of all
17 members in order to ensure effective utilization and management of the Sector’s ACE. These
18 modifications may include, but are not limited to, additional notification of planned fishing activity
19 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on
20 locations where fishing may occur during specific times of the year or with specific gear. When such
21 modifications are implemented, all Members will be notified in writing.
22

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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 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.

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1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent those
3 sections of **NEFS V** Agreement and related Exhibits & Addendums that are Administrative in nature and therefore
4 not subject to enforcement by the National Marine Fisheries Service, as required to be specified by sector
5 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 Sector
16 managers ability to impose and utilize legal means to recover Liquated damages as authorized in section
17 §10.10 of this agreement, in which case NMFS enforcement procedures may apply.

18 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it applies to
19 the Sector managers' ability to impose and utilize legal means to recover damages as authorized in
20 section §10.10 of this agreement, in which case NMFS enforcement procedures may apply.

21 7.3 Harvest Share Transfer.

22 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it applies to
23 Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and therefore not considered
24 administrative under this section.

25 7.5 Re-direction Of Effort.

26 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

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

1 19. No Collective Marketing.

2 20. Amendment and Incorporation by Reference.

3

4 EXHIBIT C

5 HARVESTING RULES

6 2. QUOTA MANAGEMENT:

7 3. RESERVE:

8 4. SLOWING CATCH:

9 7.1 INSHORE GULF OF MAINE DECLARATION

10 12. CATCH REPORTS:

11 18. RESERVED FOR FUTURE USE:

12 19. DATA MANAGEMENT:

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

16 25. RESERVED FOR FUTURE USE

17 27: SAFE HARBOR PROTOCOL:

18 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS

19 29. MODIFICATION OF HARVESTING RULES

20 Exhibit D is administrative.

21 Explanatory Addendum is administrative

22 Informational Addendum is administrative

1 EXPLANATORY ADDENDUM

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.

13

1 **Nantucket Lightship Closed Area**

2
3 This exemption allows sector vessels to access portions of the Nantucket Lightship
4 Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.

5 A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A
6 trawl vessel fishing in the Eastern Exemption Area is restricted to approved selective
7 trawl gear, including the separator trawl, the Ruhle trawl, or the rope trawl. Flounder
8 nets are prohibited in the Eastern Exemption Area. A hook vessel is permitted in both
9 areas. A gillnet vessel is restricted to fishing 10-inch (25.4-cm), or larger, diamond mesh
10 in both areas. A gillnet vessel must use pingers when fishing in the Western Exemption
11 Area from December 1 – May 31, because this area lies within the existing Southern
12 New England Management Area of the Harbor Porpoise Take Reduction Plan.

13
14 The Western and Eastern Nantucket Lightship Closed Areas are defined by lines
15 connecting the points listed below in the order stated.

16
17 **Western Nantucket Lightship Closed Area**

18 POINT	LATITUDE	LONGITUDE
19 A	40°50'N	70°20'W
20 B	40°50'N	70°00'W
21 C	40°20'N	70°00'W
22 D	40°20'N	70°20'W
23 A	40°50'N	70°20'W

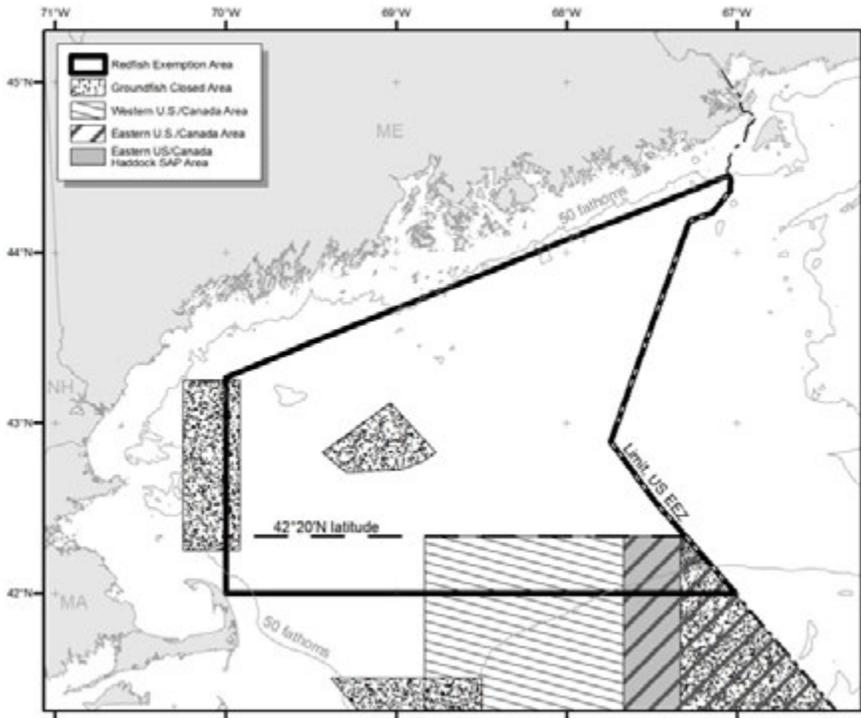
24
25 **Eastern Nantucket Lightship Closed Area**

26 POINT	LATITUDE	LONGITUDE
27 A	40°50'N	69°30'W
28 B	40°50'N	69°00'W
29 C	40°20'N	69°00'W
30 D	40°20'N	69°30'W
31 A	40°50'N	69°30'W

32
33 Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed
34 Areas must declare a closed area trip through the VMS trip start hail by checking the box
35 next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted
36 prior to departure. The sector must follow any additional trip declaration or reporting
37 requirements that NMFS implements during the fishing year.

38
39 **Exemption from the 6.5-inch mesh size for directed redfish trips**

40
41 This exemption allows a sector vessel to fish for Acadian redfish in the designated
42 Redfish Exemption Area, described below, using nets with codend mesh as small as 6.0
43 inches on any approved trawl gear.



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2
3
4
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6

The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and bounded on the north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.	Note
A	44°27.25'	67°02.75'	
B	44°16.25'	67°30.00'	
C	44°04.50'	68°00.00'	
D	43°52.25'	68°30.00'	
E	43°40.25'	69°00.00'	
F	43°28.25'	69°30.00'	
G	43°16.00'	70°00.00'	
H	42°00.00'	70°00.00'	
I	42°00.00'	(67°00.63')	(1)

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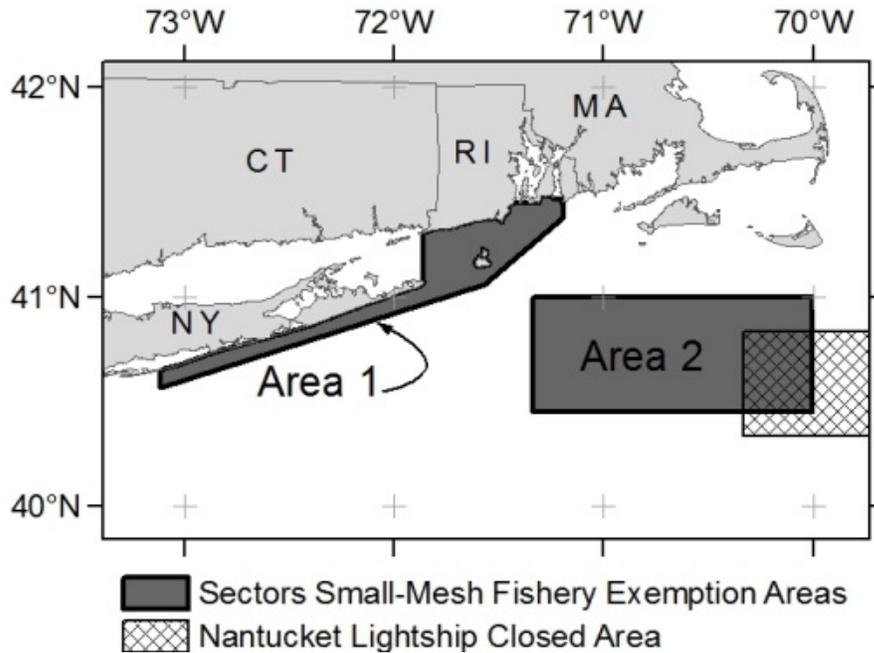
¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in parentheses.

Prior to leaving the dock, any vessel that intends to use the redfish exemption on a trip must declare so through the VMS trip start hail by checking the box next to “Redfish Trip” under sector exemptions. For all trips that declare this exemption (including those that do not use the exemption), NMFS will monitor two monthly catch thresholds:

- 1) For every trip that declares the exemption, at least 80-percent of the total groundfish landed must be Acadian redfish; and
- 2) For observed trips that declare the exemption, total groundfish discards (including redfish), may not exceed 5 percent.

Prohibition on combining small-mesh exempted fishery and sector trips

The exemption applies to sector trips only, and is intended to allow a vessel to catch some small-mesh species, after targeting groundfish. A vessel could land whiting, longfin squid, mackerel, herring and other small-mesh species, provided the vessel still meets the requirements of those fisheries. Because of the requirements in other fisheries, a vessel may not be able to target groundfish and catch more than incidental amounts of small-mesh species. A sector vessel must fish with regulated mesh size nets during the first part of the trip, but may switch to modified small mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2, described below.



Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates connected in the order listed by straight lines, except where otherwise noted:

Point	N. Latitude	W. Longitude	Note
A	40°39.2'	73°07.0'	
B	40°34.0'	73°07.0'	
C	41°03.5'	71°34.0'	

D	41°23.0'	71°11.5'	
E	41°27.6'	71°11.5'	(1)
F	41°18.3'	71°51.5'	
G	41°04.3'	71°51.5'	(2)
A	40°39.2'	73°07.0'	

¹ From POINT E to POINT F along the southernmost coastline of Rhode Island and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

² From POINT G back to POINT A along the southernmost coastline of Long Island, NY and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the order listed by straight lines, but excludes the area within the Nantucket Lightship Closed Area:

Point	N. Latitude	W. Longitude
H	41°00.0'N	71°20.0'W
I	41°00.0'N	70°00.0'W
J	40°27.0'N	70°00.0'W
K	40°27.0'N	71°20.0'W
H	41°00.0'N	71°20.0'W

The modified small mesh gear must contain either:

- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

In order to use this exemption, a vessel must do the following:

- 1) Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip start hail by checking the box next to “Other Exemption (when directed by NMFS)” under sector exemptions.
- 2) A vessel declaring this exemption must stow its small mesh gear when using large-mesh gear during the first portion of the trip.
- 3) Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with all catch on board. The vessel is prohibited from redeploying its large-mesh gear to target groundfish following submission of the VMS catch report.

- 1 4) Following submission of the catch report, the vessel may deploy its modified small
2 mesh gear in the areas described above. All other applicable small-mesh regulations
3 apply to this portion of the trip.
- 4 5) The vessel must submit comply with the remaining requirements of a sector trip,
5 including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
6
- 7 A vessel fishing with this exemption must retain and land all legal-sized groundfish on
8 both the regulated mesh and small mesh portions of the trip.

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.

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
Christopher Brown	President, NEFS V	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

4

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 6th of March, 2014, 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 November 15, 2013 (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 **April 30, 2014** as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2014 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 2014-2015 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 Fish Inc. LLC

Name of Authorized Representative (print):

ROBERT BREWSTER

Title: OWNER

List all permits including those listed in 4.

Permit Number: 310328 MRI 504

Permit Number: _____ MRI _____

Notary Public:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 21st DAY OF February
2014.
Gail J. Wetmore
NOTARY PUBLIC OF NEW JERSEY

GAIL J. WETMORE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2048655
My Commission Expires 8/4/2018

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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 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Howard A. Follett

Owner/Entity Name:

Atlantic Queen Inc.

Name of Authorized Representative (print):

Howard A. Follett

Title: President

List all permits including those listed in 4.

Permit Number: 320550 MRI 636

Permit Number: _____ MRI _____

Notary Public:

Signed and Sworn before me, this
27th Day of February, 2014 in the
County of Washington State of RI

[Signature]
(Notary)

MY COMMISSION EXPIRES 8/4/16

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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 Black Sheep Doc/Reg # 622003
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

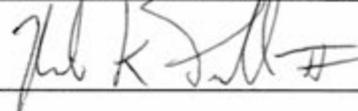
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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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Signature of Authorized Representative:

x. 

Owner/Entity Name:

Black Sheep Fisheries INC.

Name of Authorized Representative (print):

Niles K Peard II

Title: owner

List all permits including those listed in 4.

Permit Number: 330567 MRI 902

Permit Number: _____ MRI _____

Notary Public:

Celeste M Terry
2/19/2014



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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>Cracker Jack</u>	Doc/Reg #	<u>678130</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 2014-2015 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: owner

List all permits including those listed in 4.

Permit Number: 240904 MRI 299

Permit Number: _____ MRI _____

Notary Public:

Delia Merry,
Notary
2/28/14



NORTHEAST FISHERY SECTOR V
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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 # 624748
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

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NORTHEAST FISHERY SECTOR V
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Determination Fisheries LLC

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet Manager

List all permits including those listed in 4.

Permit Number: 330782 MRI 761

Permit Number: _____ MRI _____

Notary Public:

Laura Pope 48333
Comm. Exp 6/28/17

NORTHEAST FISHERY SECTOR V
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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.

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NORTHEAST FISHERY SECTOR V
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ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Kenneth D Rayner

Owner/Entity Name:

Kenneth D Rayner

Name of Authorized Representative (print):
Kenneth D Rayner

Kenneth D Rayner

Title: owner

List all permits including those listed in 4.

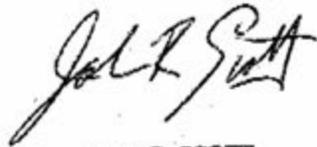
Permit Number: 021213 MRI 1554

Permit Number: _____ MRI _____

Notary Public:

State of New York
County of Suffolk
Notary Public

Came before me this 5 Day of March 2014
personality known to me one Kenneth D Rayner.



JOHN R. SCOTT
NOTARY PUBLIC, State of New York
No. 46-94364
Qualified in Suffolk County
Commission Expires Sept 30, 2017

Elizabeth + Katherine

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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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 # RI 3973W
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

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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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:

Scott A. Simon
exp 12-1-17

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 6th of March, 2014, 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 November 15, 2013 (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").

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3. Member acknowledges that; NEFS V has adopted **April 30, 2014** as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2014 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 FW Gertrude H. Doc/Reg # 531847
Fishing Vessel Name FW Louise Doc/Reg # BI 8061 V
Fishing Vessel Name ~~FW [unclear]~~ 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 2014-2015 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. Ted Platz III

Permit Number: 230146 MRI 1723

Owner/Entity Name: Ocean Harvest, Inc.

Permit Number: 151195 MRI 2300

Ted Platz III

Permit Number: 214901 MRI 1277

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Ted Platz III

Permit Number: _____ MRI _____

Title: President

Permit Number: _____ MRI _____

Notary Public: Kathleen Sanderson-Upham

Kathleen M. Sanderson-Upham
Notary Public ID: 755715
My Commission Expires 08/30/2017

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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 Heather Lynn Doc/Reg # 663840

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

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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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: 410327MRI 1085

Permit Number: _____MRI_____

Notary Public:

3-3-14
THOMAS RACKLIFFE
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 01/17/2018



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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 Kelsi & Morgan Doc/Reg # 511573
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

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NORTHEAST FISHERY SECTOR V
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Signature of Authorized Representative:

x. Charles H. Brayton

Owner/Entity Name:

Heidi + Kristi inc.

Name of Authorized Representative (print):

Charles H. Brayton

Title: Pres

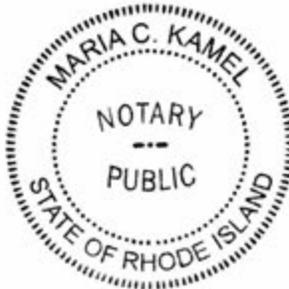
List all permits including those listed in 4.

Permit Number: 250164 MRI 340

Permit Number: _____ MRI _____

Notary Public:

Maria C. Kamel



MARIA C. KAMEL
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 01/02/2018

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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Linda Marie</u>	Doc/Reg #	<u>674824</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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Non-Active Member

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 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:

Kenneth A. Ketcham

Name of Authorized Representative (print):

Robert J. Dougherty

Title: Captain

List all permits including those listed in 4.

Permit Number: 310473 MRI 529

Permit Number: _____ MRI _____

Notary Public:

State of Florida County of Lake
Subscribed and sworn before me on 3/3/2014
 (Date)
(Notary Signature)



Maricia C. Aiken
State of Florida
My Commission Expires 09/26/2017
Commission No. FF 58254

NORTHEAST FISHERY SECTOR V
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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

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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Signature of Authorized Representative:

x. *James A. Kraus*

Owner/Entity Name:

Mary Anne *James Kraus Fish Co. Inc.*

Name of Authorized Representative (print):

James Kraus

Title: *owner*

List all permits including those listed in 4.

Permit Number: *241795* MRI *1593*

Permit Number: _____ MRI _____

Notary Public:

State of New York

County of *Suffolk*

Subscribed and Sworn to before me
this *27* day of *Feb* 2014

Theresa H. Rolfe
Notary Public

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

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Merit</u>	Doc/Reg #	<u>50907</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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Signature of Authorized Representative:

x. *Sydney Smith*

Owner/Entity Name:

CI-LAC LTD.

Name of Authorized Representative (print):

Sydney Smith

Title: Owner

List all permits including those listed in 4.

Permit Number: 320205 MRI 573

Permit Number: _____ MRI _____

Permit Number: ~~60081~~ MRI ~~RC 573~~

Permit Number: 3292 MRI ~~NT 573~~

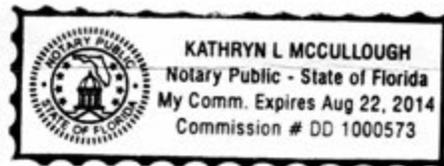
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Sydney R. Smith, III signed in
my presence this 20th day of
February, 2014.

Kathryn L. McCullough



NORTHEAST FISHERY SECTOR V
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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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NORTHEAST FISHERY SECTOR V
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Signature of Authorized Representative:

x. Peter C Bessette

Owner/Entity Name:

Miss Karyn 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
5-31-2018

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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 # _____

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Non-Active Member

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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Signature of Authorized Representative:

x. Robert B. Westcott

Owner/Entity Name:

OCEAN STATE FISHERY INC

Name of Authorized Representative (print):

ROBERT B. WESTCOTT

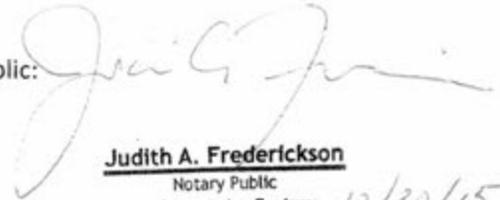
Title: VICE-PRESIDENT

List all permits including those listed in 4.

Permit Number: 310139 MRI 562

Permit Number: _____ MRI _____

Notary Public:


Judith A. Frederickson
Notary Public
My Commission Expires: 12/30/15

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Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name PROUD MARY ~~Doc/Reg #~~ RI 913-04
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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NORTHEAST FISHERY SECTOR V
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Signature of Authorized Representative:

Christopher Brown

List all permits including those listed in 4.

Permit Number: 151069 MRI 394

Owner/Entity Name:

Goldenwood FISHERIES INC

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

CHRISTOPHER BROWN

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: PRESIDENT / OWNER

Permit Number: _____ MRI _____

Vivian A. Warner - Notary Public

Vivian A. Warner

Notary Public:



VIVIAN A. WARNER
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-26-16

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

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Non-Active Member

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NORTHEAST FISHERY SECTOR V
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Signature of Authorized Representative:

x. *William W Reed*

Owner/Entity Name:

William W Reed / F/V Providence

Name of Authorized Representative (print):

William W Reed

Title: *Owner*

List all permits including those listed in 4.

Permit Number: *150542* MRI *2046*

Permit Number: _____ MRI _____

Notary Public:

Elliot Golding Johns

ELLIOT GOLDING JOHNS
Notary Public, State of New York
No. 01JO6246298
Qualified in Suffolk County
Commission Expires August 8, 2015

NORTHEAST FISHERY SECTOR V
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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>Rayda Uerami</u>	Doc/Reg #	<u>330999</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

603433

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Non-Active Member

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 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 INC

Name of Authorized Representative (print):

James R Fox

Title: President

List all permits including those listed in 4.

Permit Number: 330M19 MRI 581

Permit Number: _____ MRI _____

Alice L Duffin
Notary Public:

My Commission Expires 6-19-2014

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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 **April 30, 2014** as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2014 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 RAYNE & KERSTIN Doc/Reg # 594026

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.

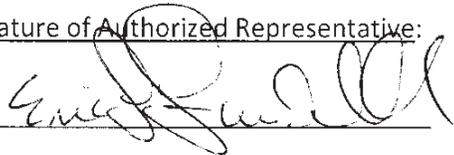
Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 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:

INSHORE & OFFSHORE CHARTERS, LLC.

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:



ROSEMARIE C. HORVATH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 11, 2015

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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 RIANPA 5 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

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 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.

Permit Number: 310378 MRI 1507

Permit Number: ~~150438~~ MRI 357

Permit Number: _____ MRI _____

Doc. Date: 2-28-14 # Pages 1

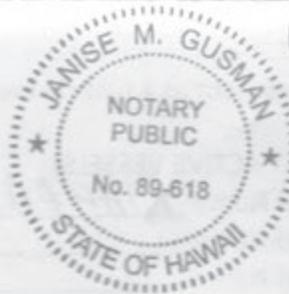
Notary Name: Janise Gusman Fifth Circuit

Doc. Description: Northeast Fishery Sector V
FY 2014-15 Sector Operations Plan
Agreement, Adherence Agreement
2-28-14

Notary Signature: [Signature] Date

Notary Public:

[Signature]
JANISE M GUSMAN



My Commission Expires: 11-1-2017

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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>RUTHY-L</u>	Doc/Reg #	<u>640243</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

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 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:

Harvest Fisheries Inc.

Name of Authorized Representative (print):

Glenn Beck

Title: owner

List all permits including those listed in 4.

Permit Number: 310403 MRI 514

Permit Number: _____ MRI _____

Notary Public:



DAWN GONCALVES
Notary Public, State of New York
No. 01G05146758
Qualified in Suffolk County
Commission Expires May 22, 20 14

Seafarer II

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Stephen Arnold*

Owner/Entity Name:

KCS HOLDS, INC.

Name of Authorized Representative (print):

Stephen A Arnold

Title: Member

List all permits including those listed in 4.

Permit Number: 151045 MRI 365

Permit Number: _____ MRI _____

Notary Public:

Seth Stein
12.1.17

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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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 # 531935
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

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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Elmridge Fisheries Inc

Name of Authorized Representative (print):

Donald E Fox

Title: FLEET MANAGER

List all permits including those listed in 4.

Permit Number: 320645 MRI 649

Permit Number: _____ MRI _____

Notary Public:

Laura Pope 48333
Comm. Exp 6/28/17

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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 B Doc/Reg

#

Fishing Vessel Name Sweet Misery Doc/Reg

R.E. 41125

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

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

Signature of Authorized Representative:

List all permits including those listed in 4.

x. [Signature]

Permit Number: 148672 409
MRI _____

Rhode Island DL 8930727
Owner/Entity Name: Sutton Enterprises

Permit Number: _____
MRI _____

Owner Todd Sutton (President)

Name of Authorized Representative
(print): Gail G. Ensor

Permit Number: _____
MRI _____

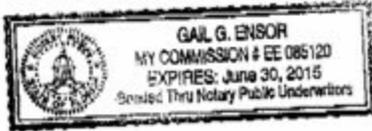
[Signature]

Permit Number: _____
MRI _____

Title: Notary

Permit Number: _____
MRI _____

Permit Number: _____
MRI _____



Notary Public:

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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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 Marie 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

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 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):

Rodman W Sykes

Title: owner

List all permits including those listed in 4.

Permit Number: 310991 MRI 599

Permit Number: _____ MRI _____

Notary Public:



John Murano
5/17/17



NORTHEAST FISHERY SECTOR V
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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

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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

LAURIE KALHORN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6205483
Qualified in SUFFOLK COUNTY
Commission Expires MAY 11, 2017

2-20-14

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

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Non-Active Member

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NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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Signature of Authorized Representative:

x. Jeff M. Kraus

Owner/Entity Name:

Jeffrey M. Kraus

Name of Authorized Representative (print):

Jeff M. Kraus

Title: _____

List all permits including those listed in 4.

Permit Number: 231221 MRI 1813

Permit Number: _____ MRI _____

Notary Public:

5th day of March 2014

Erika Smith

Erika Smith
Notary Public State of New York
No. 01SM6175976
Qualified in Suffolk County
Commission Expires October 22, 2015

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Mary Rose</u>	Doc/Reg #	<u>910496</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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Non-Active Member

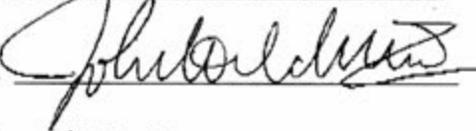
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Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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Signature of Authorized Representative:

x. 

Owner/Entity Name:

Four Winds Fisheries, Inc.

Name of Authorized Representative (print):

John H Windels III

Title: President

List all permits including those listed in 4.

Permit Number: 310554 MRI 1185

Permit Number: _____ MRI _____

3/6/14

Notary Public:



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

HARVESTING RULES

1.0 QUOTA MANAGEMENT

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

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

RESERVE: For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 95% for GB East Cod, GB East Haddock & GB Yellowtail and 90% for all other Allocated Stocks of the current quota held by the Sector as adjusted by ACE transfers. The remaining 5% for GB East Cod, GB East Haddock & GB Yellowtail and 10% for all other Allocated Stocks is the minimum aggregate total of the RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE.

SLOWING CATCH: The quota release program will incorporate a list of thresholds for both Sector ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members. Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore, Harvest Shares trajectories will be set to the Harvest Share. Once 80% of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector Manager to seek additional ACE through an ACE transfer with other sectors.

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

DISCARD RATES AND IN-SEASON DISCARD ESTIMATES: The Sector manager (or his/her designated representative) will derive stock specific discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions. At the time of this submission, a Strawman proposing a different way to derive assumed discards for a sector that takes into account a more accurate representation of the diverse fishing practices of the Sectors has been submitted to the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for utilization in FY 2014-2015.

STOCK AREA DECLARATION: Prior to leaving port, sector vessels will declare one or more than one of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing regulations.

Inshore Gulf of Maine Declaration: For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with all Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption by all Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by this Sector.

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

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

When an Observer/Monitor is NOT onboard.

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

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

V, Northeast Fishery Sector Board of Directors reserves the right to remove and/or modify this Inshore GOM Declaration provision at any time during the 2013-2014 Fishing Year.

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

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

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.

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.

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.

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. The *Trip Issue Report* allows the sector to briefly

describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip 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 the “trigger point” i.e. thresholds specified in 14.1 have been reached during the current Fishing Year. 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.

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. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector and NMFS.

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

TRIP HAIL: Sector vessels will comply with any Hail requirements established by the Sector and/or Agency.

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

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

- Vessel permit number

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

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 2014 if agreed upon by the Sector, and NMFS.

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 2014 if agreed upon by the Sector, and NMFS.

TRIP END HAIL: The trip-end hail report must be submitted at least 6 hours in advance of landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring provider, and NMFS. The trip end hail must include the following:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- 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)

2.0 ADMINISTRATIVE

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

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

1. **PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the Sector. Each Member agrees that its sector vessels *must* comply with all requirements stipulated in the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.

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

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

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

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

PAPER VTR: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports have been authorized by the Regional Administrator using a phased implementation process. The Sector and its Members may utilize e-VTR in accordance with the phased implementation process.

ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS communication has stated that if an exemption is approved for one Sector, all other authorized Sectors can be similarly approved for that specific exemption based on the terms and conditions of the originally requesting sector. In light of this understanding, NEFS V will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

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

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

- All Groundfish DAS restrictions
- Trip limits on allocated stocks
- Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- Additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).
- Gulf of Maine Rolling Closures, except for:
 - April – Blocks 124, 125, 132, 133
 - May – Blocks 132, 133, 138, 138,139,140
 - June – Blocks 139, 140, 145, 146, 147, 152Unless authorized as a sector specific exemption.

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

- (1) 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- (2) 20 Day Spawning Block:
- (3) Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a Groundfish/Monkfish DAS:
- (4) Length and horsepower restrictions of the DAS leasing program.
- (5) Trawl Gear requirements in the U.S./Canada Management Area
- (6) The 6.5" minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when using a codend with at least 6" minimum mesh size on Directed Redfish Trips, as identified during the vessels trip declaration, when either a NEFOP or ASM is onboard.
- (7) Seasonal restrictions of the E. US/Canada Haddock SAP.
- (8) Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.
- (9) Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock
- (10) Sampling Exemption
- (11) Exemption from current mortality closures in order to have year round or partial access to areas including but not limited to
 - 11.1 Closed Area I
 - 11.2 Closed Area II
 - 11.3 Nantucket Lightship

Novel Exemption Requests for FY 2014-2015

- (12) Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

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

3.0 GEAR REQUIREMENTS

- Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.
- Trawl Gear requirements in the U.S./Canada Management Area

- 6.5-inch minimum mesh size requirement for Trawl nets.
- Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

4.0 MONITORING (AT-SEA)

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

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

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

MONITORING: The Sector is proposing their preferred At-Sea Monitoring (ASM) Program as well as a Secondary Program for consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency may have with these programs. In the event that the Sectors designed preferred and secondary ASM program is not approved by NMFS the Sector will use the NMFS designed ASM Program for FY 2014.

USE OF MONITORING SERVICES. The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that at-sea monitoring service costs are kept as low as commercially practical amount. The Active Members therefore agree to provide accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector’s ACE. Active Members who fail to comply with the provision of this Section may be assessed the excess cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may opt from time to time to modify provisions such as authorized landing ports in order to

ensure that the cost associated with these required programs do not become cost prohibitive.

COVERAGE RATES: NEFS V will deploy at-sea monitors in a way to achieve coverage of X% of trips that is random and representative of the fishing activities of the sector. **The coverage rate for FY 2014 has not been specified by NMFS at this time.** A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless exempted by NMFS.

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

PREFERRED AT SEA MONITORING PROGRAM: The Sector acknowledges that they have been informed that the current goals and objectives of At-Sea Monitoring (“ASM”) as codified by NMFS in 50 C.F.R 648.11(1) are:

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> • Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring. • Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias." • Maintain monitoring program flexibility in order to improve fleet viability.
Reducing Monitoring Costs	<ul style="list-style-type: none"> • Streamline data management operations and eliminate redundancies. • Explore options for cost-sharing with and deferment of cost to industry • Recognize the opportunity costs of insufficient monitoring.
Reducing Discards	<ul style="list-style-type: none"> • Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness. • Collect information by gear type in order to accurately calculate discard rates.
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> • Reduce management and/or biological uncertainty. • Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> • Improve the safety of the ASM program as necessary.
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> • Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.

For FY 2014 the Sector intends to meet these identified goals and objectives by Implementing the following Program:

ACE Utilization & Application of Assumed Discard Rate: The Sector, working with the Agency prior to the start of FY 2014, will determine a fixed assumed discard rate for all allocated stocks based on gear, mesh size, area fished and stock strata. This fixed assumed discard rate will be determined utilizing both the discard rates computed during FY 2010, FY 2011, FY 2012 and FY 2013 for the Sector, as well as any appropriate ASM/NEFOP data collected during these same three years. Additionally, the Sector will work with the Agency to determine an appropriate standard deviation that if exceed will trigger modification to fixed discard rate.

Specification of ASM Coverage Rate: NMFS states that they are required under regulations codified at 50 C.F.R 648.87(b)(1)(v)(B)(3)(ii)) to specify coverage levels for At-Sea Monitoring. However, nowhere in this regulation does it require that NMFS establish the same coverage levels for every sector. This Sector believes that NMFS can satisfy this regulatory requirement by specifying sector specific coverage levels based on this proposed program.

Pre-Trip Notification: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

In the event that some level of coverage above and beyond the NEFOP level is needed to adequately verify the Sectors Fixed Discard Rate Program, the provisions in HR 25 SECONDARY PROGRAM will be utilized.

Verification of Fixed Assumed Discard Rate: The Sector, will utilize data collected by the Observers deployed under the NEFOP Program to verify on a quarterly basis that the fixed discard rate being applied parallels with observations being collected under this program. In the event, that the fixed discard rate being applied exceeds the standard deviation established prior to the start of the year, the Sector will:

Modify the subsequent quarter's assumed rate; proportionally, or

Modify the current quarter's assumed fixed rate to that of the NEFOP observed rate, or

Modification based on a method developed and agreed upon NMFS and Sector.

SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR. The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary.

RANDOMIZES SELECTION OF COVERAGE PROCESS: The Sector will work with their ASM Provider(s) to develop and deploy a randomized selection process that is fair and equitable, distributed in a statistically random manner and representative of the fishing activities and operations of all vessels within the Sector throughout the fishing year. The ASM Provider(s) will determine whether a trip is subject to ASM based on this randomized selection process.

DATA COLLECTION & AT-SEA MONITORS: The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY 2013, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs. Neither the Sector, nor the Individual Members authorize NMFS to utilize data collected by ASM for any other purpose than as specified in this Section. In the event, NMFS wishes to utilize data they are provided for quality assurance and computation of observed and assumed discards for any other purpose they must obtain written authorization from the Sector and/or Members prior to any additional use occurring. In addition to the specific data fields and data collection methods specified by the NMFS At-Sea Monitoring Manual and training; the Sector may from time to time working with their contracted Service Provider request additional data be collected. This data if collected will be transmitted to the Sector within 48 hours upon completion of the trip in a manner agreed upon between the Sector and their Service Provider.

VESSEL OPERATIONS:

PRE-TRIP NOTIFICATION: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

AT-SEA MONITOR SELECTION PROCESS: A determination will be made **immediately** after completing a Pre-Trip Notification whether the trip in question has been preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff, the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately

determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS notification and all corresponding details will **immediately** be forwarded to the Sectors ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the NEFOP Program protocol will be followed and the Vessel will be notified in accordance to the process of this program. Additionally, the ASM Provider(s) will be notified **immediately** of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.

ASM Provider(s) shall be provided with a full list of all pre-trip notifications.

NOTIFICATION OF SELECTION/WAIVER FROM ASM:

Trips Not Selected for Coverage:

1. Trip Boats: A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.
2. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

1. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.
2. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).
3. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

4. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

5. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

Cancellations of Trips where an ASM is already present at Port of Sail: In the event a Sector Vessel which was selected for ASM cancels the trip and the ASM is already at the specified location ready to sail the ASM may board another Vessel in this Sector, regardless of Waivers already provided, that is departing from the port on a Sector trip. The ASM will notify its employer immediately, and the Service Provider will notify the PTNS Coordinator and Sector Manager of the change in vessel coverage.

AT-SEA MONITORING OPERATIONAL STANDARDS:

Safety Requirements: Prior to setting sail the Operator of the Sector Vessel shall detail and identify any vessel safety operating procedures and other important information to the assigned ASM. The Sector Member acknowledges that an ASM must complete a pre-trip vessel safety checklist as provided by NMFS prior to leaving port. An ASM cannot be deployed on a vessel that has failed to review the safety issues, and such vessel is prohibited from leaving port without the ASM on board (unless a waiver is granted). For the safety of the vessels captain, crew and the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

The Sector and its Members note that each ASM must be provided with all the equipment specified by the NEFOP. It is the responsibility of the individual ASM and its employer to ensure that all equipment is in good working order and brought to the vessel at the agreed upon time prior to sailing.

WAIVERS:

Late At-Sea Monitor: In the event that an ASM fails to arrive at the scheduled sail time and/or place; the Vessel Captain must call their Providers Program Manager, prior to setting sail. The Providers Program Manager will verify that proper trip information was reported. Additionally, the Program Manager may issue a verbal waiver to the Captain relieving the vessel of its ASM obligation for the trip in question. Immediately upon issuing a verbal waiver the Program Manager must notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in writing that the trip was granted a waiver due to a later ASM.

Late NEFOP Observer: In the event that a NEFOP Observer fails to arrive at the scheduled sail time and/or place; the Vessel my contact the PTNS Coordinator to obtain a waiver prior to sailing.

ELECTRONIC MONITORING The Sector reserves the right to modify/update their At-Sea Monitoring Program in the event that Electronic Monitoring (EM) is approved by the Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon

approval by the Agency and subsequently the Sectors Board of Directors, EM may be adopted by some or all Sector Vessels in accordance with EM standards.



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



C R Fisheries, Inc. Summary Screen

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The exact name of the Domestic Profit Corporation: C R Fisheries, Inc.

Entity Type: Domestic Profit Corporation

Identification Number: 000072916

Date of Incorporation in Rhode Island: 06/15/1993

Effective Date: 07/01/1993

The location of its principal office:

No. and Street: 60 SOUTH COUNTY COMMONS WAY

City or Town: WAKEFIELD

State: RI Zip: 02879 Country: USA

The mailing address or specified office:

No. and Street:

City or Town:

State:

Zip:

Country:

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 1974 MINISTERIAL ROAD

P.O. BOX 242

City or Town: PEACE DALE

State: RI

Zip: 02883

Name: RODMAN W. SYKES

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	RODMAN W SYKES	P.O. BOX 242 PEACE DALE, RI 02883 USA

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

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP		\$0.0000	600.00	600.00

Purpose

COMMERICAL FISHING INDUSTRY.

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

- ALL FILINGS
- Annual Report
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[Articles of Dissolution](#) 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

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GOLDEN WOOD FISHERIES, INC. Summary Screen

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The exact name of the Domestic Profit Corporation: GOLDEN WOOD FISHERIES, INC.

Entity Type: Domestic Profit Corporation

Identification Number: 000011616

Date of Incorporation in Rhode Island: 03/29/1976

Effective Date: 04/01/1976

The location of its principal office:

No. and Street: 35 ERICA COURT
City or Town: WEST KINGSTON State: RI Zip: 02892 Country: USA

The mailing address or specified office:

No. and Street:
City or Town: State: Zip: Country:

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 24 SALT POND ROAD, SUITE B-1
City or Town: WAKEFIELD State: RI Zip: 02879
Name: MARK S. SPANGLER

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	CHRISTOPHER T BROWN	35 ERICA COURT WEST KINGSTON, RI 02892- USA

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

Class of Stock	Series	Par Value Per Share	Total Issued

	of Stock		Total Authorized Shares <i>Num of Shares</i>	and Outstanding <i>Num of Shares</i>
CWP		\$15.0000	8,000.00	4,000.00

Purpose

COMMERCIAL FISHING BOAT OPERATIONS AND OTHER RELATED MARINE ACTIVITIES

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

- ALL FILINGS
- Annual Report
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- Articles of Amendment
- Articles of Dissolution

[Articles of Dissolution](#) 2006 and 2007 as annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

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(401) 222-3040



Help with this form

Kingston Trawlers, Inc. Summary Screen

Request a Certificate

The exact name of the Domestic Profit Corporation: Kingston Trawlers, Inc.

Entity Type: Domestic Profit Corporation

Identification Number: 000122160

Date of Incorporation in Rhode Island: 01/03/2002

Effective Date: 01/03/2002

The location of its principal office:

No. and Street: 200 BLUEBERRY LANE

City or Town: WEST KINGSTON

State: RI

Zip: 02892

Country: USA

The mailing address or specified office:

No. and Street:

City or Town:

State:

Zip:

Country:

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 200 BLUEBERRY LANE

City or Town: WEST KINGSTON

State: RI

Zip: 02892-

Name: STEPHEN A. ARNOLD

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	STEPHEN A ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892- USA

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

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
STK		\$0.0000	600.00	0.00

Purpose

TO ENGAGE IN ANY ALL FACETS OF THE COMMERCIAL FISHING INDUSTRY

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

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- Annual Report - Amended
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- Articles of Dissolution

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Corporations Division

Business Entity Summary

ID Number: 270247381

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Summary for: V NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: V NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 270247381		Old ID Number: 001003651	
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/ Day: /		Previous Fiscal Month/ Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 4 PARKER STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The name and address of the Resident Agent:			
Name: VITO GIACALONE			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	CHRISTOPHER T. BROWN SR.	35 ERICA COURT WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
TREASURER	SCOTT BABCOCK	765 GRAVELLY HILL ROAD WAKEFIELD, RI 02879 USA	Until successor is elected and qualified
CLERK	STEPHEN ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
VICE PRESIDENT	JAMES FOX	PO BOX 398 NORTH KINGSTOWN, RI 02852 USA	Until successor is elected and qualified
DIRECTOR	JAMES FOX	PO BOX 398 NORTH KINGSTOWN, RI 02852 USA	Until successor is elected and qualified
DIRECTOR	STEPHEN ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
DIRECTOR	TED PLATZ	PO BOX 119 NEWPORT, RI 02840 USA	Until successor is elected and qualified

DIRECTOR	ROBERT WESTCOTT	20 RAM HEAD ROAD NARRAGANSETT, RI 02882 USA	Until successor is elected and qualified
DIRECTOR	ROBERT GUZZO	241 COSSACHUCK HILL ROAD NORTH STONINGTON, CT 06359 USA	Until successor is elected and qualified
DIRECTOR	TODD SUTTON	38 FENNER AVE NEWPORT, RI 02840 USA	Until successor is elected and qualified
DIRECTOR	DONALD FOX	PO BOX 135 WAKEFIELD, RI 02880 USA	Until successor is elected and qualified
DIRECTOR	CHARLES WEIMER	PO BOX 2017 MONTAUK, NY 11954 USA	Until successor is elected and qualified
DIRECTOR	SCOTT BABCOCK	765 GRAVELLY HILL ROAD WAKEFIELD, RI 02879 USA	Until successor is elected and qualified
DIRECTOR	CHRISTOPHER T. BROWN SR.	35 ERICA COURT WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
DIRECTOR	HOWARD FOLLETT	343 WINCHESTER DRIVE WAKEFIELD, RI 02879 USA	Until successor is elected and qualified

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 Manufacturing

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