

PORT CLYDE COMMUNITY GROUND FISH SECTOR
Fishing Year 2012 (May 1, 2012 – April 30, 2013)
Operations Plan and Agreement

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1st day of December, 2011 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

RECITALS

WHEREAS, under the Northeast Multispecies Fishery Management Plan (“Groundfish FMP”), Amendment 16 to the Groundfish FMP (“Amendment 16”), and the regulations implementing the FMP, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch of regulated groundfish species to such sector;

WHEREAS, the Members voluntarily formed a fishery sector through the Port Clyde Community Groundfish Sector (the “PCS” or “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an aggregate annual sector allocation (“Annual Catch Entitlement” or “ACE”) of regulated large mesh multispecies (“Groundfish”) from the National Marine Fisheries Service (“NMFS”), as authorized by Amendment 16, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other approved measures in order to access closed areas to the extent that such SAPs or measures are available to the Sector (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 16, the Magnuson-Stevens Fishery Conservation and Management Act (the “MSA” or “Act”), the MSA’s implementing regulations, and other applicable laws and regulations;

WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of whom have an ownership interest in the other two persons in the Sector, and that documentation demonstrating that the PCS has met this definition has been provided to NMFS as Exhibit F hereto through Permit No. 150424 (MRI 431) under the distinct ownership of David Horner, Permit No. 250485 (MRI 402) under the distinct ownership of The Island Institute, and Permit No. 151328 (MRI 455) under the distinct ownership of The Nature Conservancy, and;

WHEREAS, in connection with the formation of the Sector, the Members desire to enter into this Operations Plan and Agreement, dated December 1, 2011 (the “Agreement”) in order begin operations for the 2012 fishing year.

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

Article I. Representations and Warranties of the Members. As of the date hereof, each of the Members represents and warrants to the other Members and the Sector that:

Section 1.01. Eligibility. Each Member has been issued a valid limited access multispecies permit with documented landings of Groundfish between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the “Qualifying Period”). Each permit that the Member intends to enroll in the Sector is listed below such Member’s name on the signature pages attached hereto identified by the Moratorium Right Identifier (MRI)(each, a “Permit”). Exhibit D includes a list of all Sector vessels, an indication of whether the vessel will fish, and all of the state and federal permits held by members with an indication whether or not those permits are enrolled in any Sector or the Common Pool. Notwithstanding the list of participating vessels set forth in Exhibit D, for purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any given time.

Section 1.02. Organization and Authority. Each Member (i) to the extent that it is an entity, is duly organized, validly existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Article II. Membership

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

Section 2.02. Scope of Membership Obligations. The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear that is capable of harvesting Groundfish. Notwithstanding the foregoing, the Members acknowledge and agree that the Sector and its Members may, from time to time, be permitted to participate in certain Special Access Programs (each a “SAP”) and that it may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations relating to each such SAP. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be

requested by the Sector or the Sector Manager in order to comply with the rules and regulations relating to any such SAP, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

Section 2.03. Length of Commitment. Each Member hereby agrees to cause each of its Permits and the related Participating Vessels enrolled in the Sector at the beginning of the fishing year following the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that entire (one) fishing year (the “Commitment Period”); provided, however, that if the Members seek to extend the terms of this Agreement consistent with Article IX below and NMFS does not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for the subsequent fishing year, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the existing Commitment Period. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, or beginning for fishing years 2012 and beyond fails to notify the Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year, (i) such Member shall be subject to the penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to participate in the Sector for a period of up to five [5] years following the date of such departure from the Sector as determined by the Board. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member’s Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector.

Section 2.04. New Members. The owner of a permit that is eligible under the criteria set forth in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is not so enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. For fishing year 2012 and thereafter, such application shall be made in writing no later than 30 calendar days prior to the December 1 for the fishing year in which he wishes to enroll and shall include evidence of eligibility. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be effective until such new Member has agreed in writing to be bound by, and to cause its Permit and Participating Vessel to comply with, the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

Section 2.05. Permit Transfers. Each Member agrees that so long as it is a party to this Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not transfer, lease or assign any days-at-sea allocated to its Permit by

NMFS to any permit not enrolled in a sector, and (iii) shall comply with the right of first refusal provisions of Section 2.08 hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual or entity (a "Transferee") in compliance with the foregoing, then (a) such Transferee shall only be permitted to participate in the Sector for the remainder of the fishing year in which the transfer occurred (the "Transfer Year") and (b) prior to the commencement of the fishing year immediately following the Transfer Year, the Transferee must apply for admission to the Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance of all doubt, for the purposes of calculating a Member's Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

Section 2.06. Membership Dues. The Sector may, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including the payment of the Manager's salary or at sea monitoring costs), require payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

Section 2.07. Member Training. Each new Member shall participate in training in the Sector's operation plan, harvest plan, bylaws, and other rules prior to the start of the fishing year for which he shall enroll for the first time. Such training shall be led by the Sector Manager and may involve other qualified persons as determined by the Sector Manager or Board.

Section 2.08. Right of First Refusal for External Permit Transfers. In the event that any Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer") his Permit to any proposed Transferee outside of the sector who shall make a good faith, bona fide written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first deliver to the Sector for distribution to its Members a written notice ("First Refusal Notice") that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and the material terms and conditions upon which the proposed Transfer is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary amount attached to it. The Sector or any Member shall have a period of 7 calendar days following the First Refusal Notice Date (the "Election Period") in which to elect to purchase or lease the Permit at the price and subject to the same terms and conditions set forth in the First Refusal Notice (Or an equal monetary value if other material goods or services are involved in the trade) . The Sector or Member shall exercise the right to purchase or lease such Permit by delivering a written notice ("Election Notice") to the Transferring Member or Sector Manager within the Election Period. In the event that the Sector or member desires to purchase the Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the

Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an agreement for the benefit of the Sector or Member, containing standard and customary representations, warranties, covenants and indemnities by the Transferring Member for the benefit of the Sector. If the Sector or Member has not elected to purchase the Permit within the Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days following the termination of the Election Period, the Transferring Member may not Transfer the Permit without complying again with all the provisions of Section 2.05 and this Section 2.08.

Section 2.09. Right of First Refusal for ACE Transfers. In the event that any Member at any time proposes to sell, transfer or lease any portion of his ACE to any proposed Transferee who shall make a good faith, bona fide written offer therefore, then the Transferring Member shall first deliver to the Sector for distribution to its Members a written notice that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the ACE and the material terms and conditions upon which the proposed Transfer is to be made, (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary amount attached to it. The Sector or any Member shall have a period of 7 calendar days following the First Refusal Notice Date in which to elect to purchase or lease the ACE at the price and subject to the same terms and conditions set forth in the First Refusal Notice (Or an equal monetary value if other material goods or services are involved in the trade). The Sector or Member shall exercise the right to purchase or lease such ACE by delivering a written notice to the Transferring Member within the 7 day Election Period. In the event that the Sector or Member desires to purchase or lease the ACE, then the parties shall establish any necessary additional terms and conditions related to the transfer, including a schedule for payment, within a reasonable amount of time. If the Sector or Member has not elected to purchase or lease the ACE within the Election Period, then the Transferring Member is free to Transfer the ACE to the Transferee; provided that such Transfer is on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer to the Sector or Member is not consummated within a reasonable amount of time after the close of the Election Period, then Transferring Member may Transfer the ACE upon complying again with all the provisions of this Section 2.09. All ACE transfers must also comply with Section 4.09 below, including those requirements for Board and NMFS approval.

Section 2.10. Release of Confidential Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of [SECTOR NAME] of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the

National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records. This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity unless authorized by the undersigned. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector management, the undersigned may elect that it be destroyed or returned to the undersigned. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

Article III. ADMINISTRATION

Section 3.01. Sector Manager. The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. Ben Martens of Topsham, Maine, is the current agent for service of process and will continue in that role if appointed Manager, as anticipated.

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

Section 3.03. Infractions Committee. The Board shall appoint an infractions committee (“Infractions Committee”) consisting of a minimum of three Members. Such Infractions Committee shall include at least one Member from each of the primary gear types in the Sector (currently trawl and gillnet), shall include at least one member whose home port is north of Portland and one whose home port is south of Portland, and no Infractions Committee member shall be on the Board. The Infractions Committee shall ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the Plan, Amendment 16, and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Infractions Committee is responsible for reviewing the “Schedule of Penalties” attached as Exhibit A and shall either approve it or, if it determines appropriate, it shall prepare and recommend changes to the Board for its approval. The Schedule of Penalties shall address any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and violations of this

Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws. Such schedule of penalties may be based on reductions in ACE instead of or as an alternative to dollars amounts. The Board shall review and approve any Schedule of Penalties prepared and recommended by the Infractions Committee prior to the commencement of the fishing year for which such Schedule of Penalties has been prepared. In addition, the Infractions Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include requesting expulsion of the violating Member under Section 8.02 and issuing a stop fishing order against such Member.

Section 3.04. Procedures for Investigations. In addition to the Manager's authority described in Section 3.02 hereof, the Manager may, on his own, and shall, at the request of the Board or a Member, request that the Infractions Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a meeting of the Infractions Committee and presenting it with the information that is the basis for the Manager's or Member's opinion that an infraction occurred. The Infractions Committee shall operate as a "blind" committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee may assign a number of its members, which constitutes no more than 50% of the Infractions Committee, to investigate the matter further and to recommend action, if any, to the full Infractions Committee. Such committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Infractions Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to impose penalties consistent with those prescribed in the Schedule of Penalties, (ranging from letters of warning to fines or reductions in ACE, to stop fishing orders) or to recommend expulsion of the Member. The Infractions Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Infractions Committee action shall be taken in accordance with Section 7.05 hereof. Each of the Members agrees to cooperate fully with the Manager and the Infractions Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Infractions Committee).

Section 3.05. Sector Weekly and Daily Catch Reports The sector will submit required reports using the format and procedure prescribed by NMFS. The Manager will retain and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit to NMFS catch reports providing data required by NMFS that includes, but are not limited to, (i) catch data by cumulative live weight landings and discards by stock, statistical area, and status of ACE for each of the stocks allocated to the Sector; (ii)

administrative data including week ending date, number of trips, gear used, submission date of report, and whether the record was new or updated; (iii) observer data including data collected on an observed trip by a Northeast Fisheries Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in the manner prescribed by NMFS; (iv) monitoring data including catch data collected on monitored trips by independent, third-party catch monitors, with extrapolation across the entire Sector (cumulative) in the manner prescribed by NMFS; (v) issues regarding data discrepancies, such as outstanding catch records and any actions being taken to resolve such discrepancies, (vi) any enforcement or compliance issues, including issues that were resolved or issues under investigation (unless administrative only), and (vii). a list of vessels landing during the week, a summary of the at sea monitoring effort that includes the vessels monitored, the date and location of monitoring, and any discrepancies observed.

This information will be organized and contained in the following weekly reports:

- Sector Manager ACE Status Report: The ACE Status Report provides the sector managers ACE status calculations. This will allow NMFS to cross-check totals, as stipulated in Amendment 16. Information includes the original ACE at the start of the fishing year, the current ACE, harvested ACE, and the percent harvested to date.
- Sector Manager Detail Report: The Sector Manager Detail Report includes information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information will include stock, gear, mesh categories, landing amounts, discards, and total catch.
- Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement, data quality, or other issues. The sector manager will submit one Issue Report per reporting period. Weekly reports must include any enforcement or reporting compliance issues, including violations of sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

The Manager shall notify NMFS via electronic mail within a week upon reaching 80 percent of the ACE for any allocated stock, or when, for two consecutive weekly reporting periods 20 percent or more of the remaining portion of any ACE is harvested, whichever occurs first. Upon reaching either such harvest threshold, the reporting due date for the sector manager's weekly report will be increased to daily. Thus, for the latter trigger point, if a sector in one-week harvests 25 percent of the remaining ACE for Gulf of Maine cod for that sector, and the following week harvests 22 percent of that ACE, the trigger will have been reached and sector reporting will be changed to daily. An alternative threshold for increasing reporting frequency may be implemented during FY 2010 if agreed upon by the Sector and NMFS. The Manager shall include in such notice whether it intends to distribute the ACE reserve, consistent with sections 4.03 and 4.04.

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.

The Sector will submit all data quality issues through the NMFS JIRA issue tracking application for research and correction.

Section 3.06. Annual Report. The Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the harvest levels of all species by Sector vessels (landings and discards by gear type), the number of sector vessels that fished for regulated groundfish, and the permit and MRI numbers associated with those vessels (except when this would violate protection of confidentiality), the number of vessels that fished for other species, the method used to estimate discards, the landing ports used by Sector vessels while landing regulated groundfish, any enforcement actions taken against the Members, and other relevant information required by the Regional Administrator to evaluate the Sector's performance, within 60 days of the end of the fishing year.

Section 3.07. Sector Board. For FY 2012, the PCS board of directors, officers, and attorney are listed below. If the Manager (Ben Martens) cannot be reached NMFS may contact Gerry Cushman with any sector-related business. If Mr. Cushman cannot be reached any of the officers or the PCS attorney may then be contacted regarding sector-related business. NMFS may receive official communications on the sector's behalf from these same individuals.

PCS Board of Directors:

- Vincent Balzano
- Bryan Bichrest
- Gerry Cushman
- Joe Nickerson
- Geoff Smith
- Gary Libby
- Knoep Nieuwkerk

PCS Attorney

Roger Fleming, Attorney

Article IV. ALLOCATION AND HARVEST

Section 4.01. Sector Allocation. The Sector will be allocated an Annual Catch Entitlement ("ACE") of all allocated groundfish stocks consistent with Amendment 16 and as set forth in Exhibit B hereto. Sector ACE for each groundfish stock will be based

on the landings history of each permit during the time period FY1996-FY2006, except for GB Cod, which is allocated to certain permit/MRIs based on FY1996-FY2001 (see Amendment 16).

Section 4.02. Annual Distribution, Consolidation, and Harvest. Each Member hereby acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment 16 and NMFS to the Sector (“Sector ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing Year, the Board shall make an initial distribution of the Sector’s ACE to members based on the Members’ fishing history (“Individual ACE”). After the initial allocation of ACE is made, and at any time during the fishing year, Members are free to transfer, lease, or sell any Individual ACE to any other Member consistent with Section 4.09. Members with or without ownership interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels, provided that the Manager is notified and consents to such transfer. See Section 5.10 for further discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion regarding consolidation of ACE.

Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of Groundfish equal to, but not greater than, the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of the other Sector requirements set forth in Exhibit B and Exhibit C hereto. If at any time during the fishing year the Board determines that the Sector ACE may not be fully harvested, the Board shall, subject to the provisions of this Section 4.02, seek to redistribute the Sector ACE, through Individual ACE, monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully harvested. In addition, to the extent that the Sector ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to ensure that the adjusted Sector ACE is properly harvested by the Members.

Section 4.03. Sector ACE Reserve. Each Member agrees that the Board may, in its sole discretion, establish a reserve of each Groundfish species in order to ensure that the Sector remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from the Sector ACE before such Sector ACE is distributed among the Members, their Permits and their Participating Vessels through Individual ACE, monthly quota targets, or otherwise.

Section 4.04. Distribution of Sector ACE Reserve. If the Board, subsequent to the establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector ACE, as adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels, the Board shall release and authorize the harvesting of the reserve by the Members. Such release and authorization shall be conducted in a manner consistent with all other

requirements herein and any additional Board requirements approved as part of the authorization in order to ensure the Sector ACE is not exceeded.

Section 4.05. Research Reserve. Each Member agrees that the Board may establish a reserve of ACE for each Groundfish species for purposes related to research. The terms and conditions for the distribution of ACE placed into the reserve shall be established through an agreement between the Board and the Member(s) electing to place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their Permits, and their participating Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.

Section 4.06. Distribution of Research Reserve. The Board, subsequent to the establishment of a Research Reserve pursuant to Section 4.05 hereof, shall release and authorize the harvesting of the Research Reserve by the Members as specified in the agreement(s) establishing such reserve. Such release and authorization shall be conducted in a manner, consistent with this plan, that continues to ensure the Sector ACE is not exceeded.

Section 4.07. Monitoring Costs Reserve. Each Member agrees that the Board may establish a reserve of ACE for each groundfish species for purposes related to monitoring costs. The terms and conditions for the distribution of ACE placed into the reserve shall be established through an agreement between the Board and the Member(s) electing to place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their Permits, and their participating Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.

Section 4.07. Fishing History in Sector. The Members agree that any fishing history, which is accumulated or established using the Individual ACE attributed to a Member's Permit while it is participating in the Sector (the "Sector History"), shall be attributed to such Member's Permit, and not to any other permits. The Members further agree that any future allocations of Groundfish made within the Sector shall be based on the fishing history of the Members' Permits that is accumulated during the relevant Qualifying Period.

Section 4.08. Non-Prejudicial. It is the intent of the Members that the allocation of ACE to any Member's Permit related to the Qualifying Period, derived from reports to NMFS prior to joining the Sector, shall not be diminished or penalized as a result of participation in the Sector in lieu of participation in the multispecies DAS program.

Section 4.09. ACE Transfer/Carryover. The Sector may carry up to 10 percent of its unused ACE forward into the next fishing year. Participating Vessels and/or Permits may transfer Individual ACE to other Participating Vessels and/or Permits, or otherwise pool or redistribute Individual ACE, provided that the Manager is notified and consents to such transfer.

There is no limit on the amount of ACE that can be transferred between Sectors. This exchange can occur at any time during the fishing year and up to 2 weeks into the following fishing year. Members must notify the Manager prior to requesting a transfer of ACE to another Sector and such request must be approved by the Board prior to the Sector transmitting the ACE transfer request to NMFS. The transfer does not become effective until approved by NMFS and both Sectors are notified.

Since ACE transfers may take place after fishing has commenced and it will not be clear whether sectors are able to balance overages by acquiring ACE until all transfers have been processed, the Sector recognizes that NMFS will hold 20 percent of the Sector ACE for each stock in reserve until 61 days after the beginning of the fishing year in order to ensure that sectors will have sufficient ACE to balance overages from the previous year.

Section 4.10. ACE Overages. Any Sector ACE overage that is not accounted for through a subsequent ACE transfer will be considered a violation of the Plan and regulations. NMFS may hold Members and the Sector jointly and severally liable for such overage as indicated in Article VII below. If the Sector or a Member exceeds its or their allocation, the overage will be deducted the following year on a pound for pound basis, after accounting for any transfers. A permanent reduction in Sector ACE will follow any vessels that leave the Sector.

The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE, along with actions to be taken should the ACE be exceeded. Overage penalties are identified in the schedule of penalties (Exhibit A). NMFS will withhold 20 percent of the Sector ACE at the beginning of the fishing year for a period of 61 days to allow time to process any end-of-year transfers of ACE and to determine whether any reductions in ACE are necessary due to overage in the previous year.

If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have enough ACE to cover the overage deduction, the impacts on departing Members will be determined by the Infractions Committee and Board.

If an overage occurs and the Sector disbands completely each permit will receive a percentage reduction in DAS equal to the maximum percentage overage of the Sector (e.g. The Sector goes over by 5% on stock A and 10% on stock B, therefore each permit receives a 10% DAS reduction).

If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE in year 3 to cover the year 2 overage, consistent with Amendment 16 there will be a pound-for-pound penalty applied to that permit in the new Sector or a percentage DAS reduction if the Member joins the Common Pool.

Section 4.11 Non-target Fisheries. The PCS will undertake measures to avoid or minimize catching groundfish in non-groundfish fisheries participated in by sector vessels by adhering to all monitoring and reporting requirements, using gear that minimizes groundfish bycatch such as nordmore grates and topless trawls in the shrimp

fishery, and adjusting its fishing patterns (time and area restrictions) or its gear at the request of the Sector Manager if groundfish catch approaches either an individual's or the Sector's ACE. If at any point an individual or the Sector does not have ACE available and groundfish catch cannot be avoided in a non-groundfish fishery for which there is not a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.

Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS, AND EXEMPTIONS

Section 5.01. Letters of Authorization and Proof of Sector Membership. Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying any exemptions from Federal regulations and laws. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA. Each Member agrees that its Participating Vessel(s) shall maintain on-board at all times while fishing for groundfish a LOA from NMFS verifying such Participating Vessels' participation in the Sector, contact information for the Sector Manager, and a copy of the Operations Plan and Agreement in effect for the current fishing year.

Section 5.02. Gear Restrictions. While the primary gears used by Participating Vessels will be otter trawls and sink gillnets, there is some history of use of other gear including demersal long lines and handlines. The PCS is authorized to use any gear allowed by regulations including automated hook, jigs, handlines, Scottish seines, beam trawls, or pots.

Section 5.03. Area Restrictions. Each Member and Participating Vessel agrees that it shall not fish commercially with gear that is capable of harvesting Groundfish outside the Gulf of Maine Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the Offshore Georges Bank RMA, as identified in the Harvesting Rules set forth in Exhibit C hereto.

Section 5.04. Operators. Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement.

Section 5.05. Designated Landing and Departure Ports. To enable the Members and the Manager to monitor, observe and verify catches, each Member agrees that each of its Participating Vessels will only offload fish in, and depart to fish from, the designated ports as follows ("Remote" locations are noted.):

1. Portland Harbor, Portland, ME
2. Port Clyde Harbor, Port Clyde ME (Remote)
3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
5. Sebasco Harbor, Phippsburg, ME (Remote)
6. Boothbay Harbor, Boothbay Harbor ME (Remote)
7. Cundys Harbor, Harpswell, ME (Remote)
8. Camp Ellis, Saco, ME (Remote)

9. South Briston, ME (Remote)
10. Five Islands, ME (Remote)
11. Bass Harbor, ME (Remote)
12. Gloucester Harbor, Gloucester, MA (Remote)

Section 5.06. Landing Port Exceptions. Landings in ports other than those listed in Section 5.05 are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager; provided, that the Manager determines that the excepted landing will not impair effective enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted in the sole discretion of the Manager. The Manager shall report to NMFS via electronic mail any landing port exceptions that are of a significant or prolonged nature. For the purposes of this paragraph, landing port exceptions that are of a significant or prolonged nature, would include, but not be limited to, more than two exceptions per month for a vessel, or if the timeframe for any such exception is greater than two days.

Section 5.07. Advanced Notice of Offloading. Consistent with the requirements of Section 6.01, vessels shall notify the Sector Manager through the vessel's Vessel Monitoring System (VMS) or other means prior to landing, Vessels shall provide location and approximate time of landing, and estimation of pounds to be landed. The trip end hail will be sent upon completion of the last tow with required information.

Section 5.08 Exemptions. The PCS is exempt from certain regulations otherwise applicable to participants in the Groundfish FMP. Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

Universal Exemptions

Such exemptions include all of the "universal exemptions" approved as part of the Groundfish FMP and Amendment 16. These universal exemptions applicable to the PCS include the following:

1. Trip limits on allocated stocks (described more fully in Exhibit C)
2. Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still exist for certain non-groundfish fisheries including monkfish)
3. Portions of the Gulf of Maine Rolling Closure Areas (described more fully in Exhibit C)

Exemptions Previously Approved for FY 2012

The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010)) approved several additional exemptions for certain sectors. As directed by NMFS, although these exemptions were approved for FY 2010 and 2011, sectors wanting these exemptions for FY 2012 must again include these exemption requests in their FY 2011 operations plans, but do not need to provide a supporting justification for these exemptions as NMFS will use the same information from 2010 and or 2011. The FY

2010 and 2011 exemptions requested by the PCS for FY 2012 are as follows:

- 120-day block requirement out of the fishery for day gillnet vessels
- 20-day spawning block
- Limitation on the number of gillnets for day gillnet vessels
- Prohibition on a vessel hauling another vessel's gillnet gear
- Length and horsepower restrictions of the DAS Leasing Program
- VMS power down exemption

New exemptions for FY 2012

- Limits on the number of gillnets that may be hauled on GB when fishing on a groundfish/monkfish DAS
- GOM sink gillnet mesh exemption January through April, and May
- 6.5-inch minimum mesh size requirement to allow 6-inch mesh for targeted redfish trips.

Section 5.09. Potential Redirection of Effort. The PCS continues to not anticipate significant geographic redirection of effort as a result of the formation of the Sector as surveys and Member interviews have indicated that Members intend to continue to fish in approximately the same areas as the most recent prior years. The most likely anticipated changes indicated by Sector Members related to the change in rolling closures approved as part of Amendment 16, which are most likely over time to redirect some effort during May to statistical blocks 130-131 and 136-137, and June to 143-144. Based on the information available to date, however, there did not appear to be any significant changes in effort.

The 120 days out exemption, 20-day spawning block exemption, and other gillnet exemptions are likely to have different effects for different PCS gillnet vessels. Approximately eight fish from Boothbay and Cundy's harbors in statistical areas 138, 139, 146, and 147. It is anticipated that under these exemptions they will continue to fish the same areas but be able to increase their efficiency and stretch out their effort in statistical areas 146 and 147 earlier into April and May, when they currently take time out of the fishery.

For the approximately six vessels that fish from Kennebunkport and Cape Porpoise, which fish primarily in areas 139 and 140 year-round, the 120-day block exemption will allow them to fish in these areas during the fall "flanking season," after September when they currently take time out of the fishery.

During FY 2010, Port Clyde sector vessels switched fishing efforts into the following fisheries:

Sector members did not switch effort into any fisheries that they hadn't previously been involved in. We did have some people who decided not to catch their limited allocation but the majority of those fishermen had not been involved in the groundfish industry for some time. Those fishermen were lobstermen, using lobster trap gear, who had not been

fishing for groundfish for some time yet had some history.

During the first quarter of FY 2011, Port Clyde sector vessels switched fishing efforts into the following fisheries:

Dogfish, using gillnets
Lobster, using traps

During FY 2012, Port Clyde sector anticipates a similar redistribution of effort into the fisheries above and potentially a shift in effort into the whiting fishery. If there is a large cut in the GOM Cod quota there may be massive redistribution of effort but at this time it cannot be anticipated what that might look like.

The PCS has conducted considerable mapping of historic effort by Members and the Sector Manager will monitor trends and report to NMFS in writing should a significant and adverse shift in effort occur. The Sector Manager may establish additional area or gear restrictions designed to mitigate the adverse impacts of such shift, including bycatch issues (marine mammal or otherwise) should they occur do to spatial shifts in effort or increases in soak times. In addition to the other monitoring requirements contained in this Operations Plan, the Manager will also monitor any redirection of effort and will include that information in the Manager's reports to NMFS. Members that violate related provisions will be subject to penalties in accordance with Exhibit A of the Operations Plan. Further, any increase in "equity" issues would be addressed by the Board, which will be comprised of both gillnet and trawl fishermen.

Further, the Members acknowledge that limited redirection of fishing effort onto stocks not managed under the Plan could occur as a result of insufficient ACE for a directed fishery on regulated groundfish species. If any redirection occurs they will not redirect effort onto stocks which are overfished or for which overfishing is occurring. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort and include that information in the Manager's reports to NMFS. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

Article VI. CATCH MONITORING AND VERIFICATION

Section 6.01. Sector Hails/Reporting. Consistent with Exhibit E, each Participating Vessel operator will provide a trip end hail upon completion of the last tow. An alternative timing for the trip end hail may be implemented during the 2012 fishing year if agreed upon by the sector, sector monitoring provider, and NMFS.

The trip end hail will also be sent as an email through VMS to the sector manager, the message will contain: the vessel permit #, trip ID # (VTR number on the first VTR page), intended offloading location(s) including the dock or dealer, port or harbor and the state. This message will also contain estimated date and time of arrival, estimated date and time of offload, estimated total amount of regulated species, and estimated total weight of each

species on board

In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16.

The sector will submit required reports using the format and procedure prescribed by NMFS.

Section 6.02. Participating Vessel Catch Reports. To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch by species on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report (EVTR), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. Vessels will either submit an electronic VTR or a paper VTR As provided in Section 3.05, the sector manager will retain and maintain all sector data, including records of all paper and electronic VTRs.

The Members agree that these records shall be maintained by the Manager. The Manager shall provide such Member with the Sector's catch information that is generated from such records as described in Exhibit C, or upon the request of any Member. As described in Section 3.05 the Manager shall, on a weekly basis, transmit to NMFS the Sector ACE Reports generated from such information along with Vessel Trip Reports or other documents required by NMFS.

Section 6.03. Dealer Reporting. Each Member agrees to (i) sell the landings of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip or other official reporting document required by NMFS on a weekly basis, or if pursuant to Section 3.05 daily reporting is required by NMFS, within 24 hours. Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the provisions of this Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

Section 6.04. Catch Verification. The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's landings records with the dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager identifies a discrepancy, he shall immediately notify the affected Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily

reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy.

Section 6.05 Offloading Catch. The designated ports for offloading fish are identified in section 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some fish offloaded in Port Clyde is trucked to Portland, as is fish offloaded in the “remote ports” of Cape Porpoise, Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor and Kennebunkport. Remote ports (ports where there is no licensed dealer, regardless of whether there is a scale for weighing fish), may require two monitored events; the vessel offload and the dealer (truck) offload. Section 5.06 discusses exceptions to offloading at designated ports.

Section 6.06. At-Sea Monitoring (ASM) Program.

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

Section 6.07 Observer Safety. The Sector Manager will work with the at sea monitoring Vendors and Participating Vessels to ensure they meet the minimum safety standards.

Section 6.08 Pre-trip Notification. The designated ports for departure are identified in section 5.05. For the pre-trip at sea monitoring notification, the Sector Vessels will notify NEFOP a minimum of 48 hours prior to deployment and shall occur via a telephone call or online. Day boats may notify NEFOP for all trips up to 10 days in advance. The Vendor is required to be capable of taking telephone calls 24hrs per day, 7 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector Manager, NEFOP and OLE via electronic mail or telephone. Exhibit H provides further details of related protocols.

Section 6.09 Electronic Data Transfers. Data from observed trips shall be provided electronically to the Vendor, the Sector Manager, the NEFSC and NMFS, in a format approved by NFMS, as it becomes available.

Section 6.10 Discard Rates. The Sector manager (or his designated representative) will derive stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP observer, discards will be derived based on data collected during that trip and

will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.

Section 6.11 ASM Program Adjustments. The Sector Manager will work with the Vendor and NEFSC on an ongoing basis to improve all aspects of its ASM Program, including making any necessary adjustments to achieve desired levels of coverage while meeting other Program requirements.

Article VII. ENFORCEMENT

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

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

- **Section 1.02. Organization and Authority**
- **Section 2.01. Voluntary Membership**
- **Section 2.02. Scope of Membership Obligations**
- **Section 2.03. Length of Commitment**
- **Section 2.04. New Members**
- **Section 2.05. Permit Transfers**
- **Section 2.06. Membership Dues**
- **Section 2.08. Right of First Refusal for Permit Transfers**
- **Section 2.09. Right of First Refusal for ACE Transfers**
- **Section 2.10. Release of Confidential Data**
- **Section 3.01. Sector Manager**
- **Section 3.02. Manager Authority**
- **Section 3.04. Procedures for Investigations**
- **Section 3.07. Sector Board and Officers**
- **Section 4.01. Sector Allocation**
- **Section 4.02. Annual Distribution, Consolidation, and Harvest**
- **Section 4.03. Sector ACE Reserve**

- Section 4.04. **Distribution of Sector ACE Reserve**
- Section 4.05. **Research Reserve**
- Section 4.06. **Distribution of Research Reserve**
- Section 5.04. **Operators**
- Section 5.10. **Potential Redirection of Effort**
- Section 6.04. **Catch Verification**
- Article VII. **ENFORCEMENT (Except Section 7.03.)**
- Article VIII. **EXPULSION OF MEMBERS**
- Article IX. **TERM/TERMINATION**
- Article X. **MISCELLANEOUS**

Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity. The Members also acknowledge and agree that a violation of this Agreement or applicable federal fishery regulations by one or more Members (or the Members' Permits, Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to exceed its ACE for any species, or a hard total allowable catch or "hard-TAC", or results in the discarding of legal sized fish or the misreporting of catch (landings or discards), could subject the Sector and its Members to joint and several liability for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904.

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances and that consistent with Amendment 16 if an ACE or hard-TAC is exceeded in more than one fishing year, the Sector's share may be permanently reduced or the Sector's authorization to operate may be withdrawn. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels' operators, if any, to) comply with a "stop fishing" order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels' operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

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

Section 7.05. Appeal from Infractions Committee Decision. If the Infractions Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 5.03 hereof), such violating Member shall have five business days following the date of notice of the Infractions Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in

its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached in similar circumstances.

Section 7.06. Penalties and Attorneys' Fees. Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

Section 7.07. Application of Penalties, Fines and Damages. All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the resource and those that harvest the resource; provided that any such use of funds shall comply with all applicable laws, including the provisions of the Internal Revenue Code, as amended, that may apply to the Sector from time to time.

Section 7.08. Dispute Procedures. Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04, and 7.03, for the resolution of such dispute. Any litigation taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

Section 7.09. Specific Performance. In furtherance and not limitation of Section 7.03 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Section 7.10. Indemnification. Each party that violates this Agreement (the "Indemnitor") hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an "Indemnitee") in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought

against or involving the Indemnitee, which is based on or relates to such Indemnitor's (or its Permits', its Participating Vessels' or such Participating Vessels operators', if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.10, "Losses" shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys' and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.10 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VIII.

Article VIII. EXPULSION OF MEMBERS

Section 8.01. Cause. The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.06.

Section 8.02. Procedure. Any Member, the Infractions Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 and Amendment 16, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a multispecies DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

Article IX. TERM/TERMINATION

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2012 fishing year (which occurs in April 2013) (the "Term"). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given 20 calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

Article X. MISCELLANEOUS

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

Section 10.02. Succession and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this Agreement intended to confer upon any person except the parties hereto any rights, interests, benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement shall be null and void.

Section 10.03. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

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

Section 10.06. Change in Law. If and to the extent that any laws or regulations that

govern any aspect of this Agreement shall change, so as to make any aspect to this Agreement unenforceable, then the parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by the parties.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

The electronic copy of the signatures is attached in a separate file

Signature: _____

Name/Company: _____

MRI #: _____

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

EXHIBIT A

Port Clyde Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
Violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the authorized PCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

* Penalties may be based on reductions in ACE instead of, or as an alternative to, dollar amounts.

EXHIBIT B

SECTOR AND INDIVIDUAL ACE ALLOCATION
Fishing Year 2012
Port Clyde Community Groundfish Sector (“PCS” or “Sector”)

As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit ACE’s brought into the Sector. As determined by PCS Members, the initial individual allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential Sector Contribution, and is referred to as an “Individual ACE”.

Table B.1 shows the preliminary Sector ACE as a percentage of the overall total allowable catch and total pounds basis for each allocated species. This estimate is based on the final roster as of December 1, 2011 and may be subject to final adjustment by NMFS. Individual ACE allocations will be received and maintained by each individual Member and the Sector Manager.

Table B.1– Sector ACE
As a Percentage of the Total Allowable Catch for 2012
[TO BE DETERMINED UPON FINAL ROSTER APPROVAL]

StockName	Cumulative PSC (%)	Total Pounds (Live Weight)
GB Cod East		
GB Cod West		
GOM Cod		
GB Haddock East		
GB Haddock West		
GOM Haddock		
American Plaice		
Witch Flounder		
GB Winter Flounder		
GOM Winter Flounder		
Redfish		
White Hake		
Pollock		
GB Yellowtail Flounder		
SNE / MA Yellowtail Flounder		
CC/GOM Yellowtail Flounder		
Windowpane Flounder (Northern)	n/a	n/a
Windowpane Flounder Southern)	n/a	n/a
Ocean Pout	n/a	n/a
Atlantic Wolffish	n/a	n/a
Atlantic Halibut	(1 per trip)	(1 per trip)

Notes: Sector vessels are prohibited from landing ocean pout, Atlantic wolffish, northern and southern windowpane flounder, and SNE/MA winter flounder. Atlantic halibut is limited to 1 per trip. An allocation of SNE winter

flounder is not currently made, but one may be in the future through the biennial specifications/ framework process.

As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector. In addition, transfers of ACE between Sectors must also be authorized by NMFS. The Members of the PCS are all smaller-scale fishermen from coastal Maine, an area that has already experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE within the Sector. As indicated in Table B.2, there are 45 enrolled permits and 32 potentially active vessels.

Table B.2 – PCS Participants

Permits	45
Potential Active Vessels	32
Active Fishing Vessels	22
Primarily Gillnet Only	10
Primarily Trawl Only	9
Primarily Handlines	0
Trawl and Gillnet	3
Target Groundfish	22

In FY 2011, 73% of the permits enrolled in the Port Clyde Sector for FY 2012 are attached to vessels actively fishing for NE multispecies. For FY 2012, the Port Clyde sector has 45 permits currently enrolled. Of those permits 33 are anticipated to actively fish for NE multispecies in FY 2012.

PCS expects that, compared to FY 2011, there would be no change from the consolidation that previously occurred among the members during FY 2011. The member permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits that leased out their ACE in FY 2011. In all cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation. It is not clear that the amount of consolidation that has occurred in the PCS is greater, equal to, or less than the consolidation that would have taken place if the 45 permits remained in the common pool. This is because the consolidation occurring in the fishery under the DAS system was significant in recent years and interviews with PCS fishermen indicate that several were considering getting out of the fishery through leasing or retiring if they did not have the opportunity to join the sector. While it may be anticipated that fewer active fishing vessels will result in job losses for fishing crews (each of the previously active vessels employed 1 crew part time for this fishery) and the associated negative impacts may spread to the fishing communities and industries reliant on commercial fishing, fishermen who remain in the fishery may be better off. Further, the permit holders who do not intend to fish in this fishery intend to continue to fish and employ crew in other fisheries.

EXHIBIT C

HARVESTING RULES

Fishing Year 2012

Port Clyde Community Groundfish Sector (“PCS” or “Sector”)

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the fishing year 2012 as described herein notwithstanding those rules and regulations applicable to Common Pool multispecies vessels.

QUOTA MANAGEMENT

1. Sector ACE Allocation: The National Marine Fisheries Service (“NMFS”) will determine the PCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for each species¹ (Exhibit B).
2. Individual ACE Allocation: Each participating Permit and Participating Vessel will receive its “Individual ACE” allocation as set forth in Exhibit B to the Agreement. This allocation will be maintained by each individual Member and the Sector Manager.
3. ACE Limit: The Members agree that they will not harvest more Groundfish than their Individual ACE and that they will not collectively harvest more Groundfish than the Sector ACE for allocated species. Once a Member’s Individual ACE allocation is reached for any species, or if the Sector ACE for any species is reached, such Member or Members shall not fish commercially in that stock area with any fishing gear capable of catching Groundfish unless additional ACE for that species is acquired. Consistent with Amendment 16 and Section 4.09, ACE transfers are allowed within the PCS and between the PCS and other sectors, and carryover of up to 10 percent of the Sector ACE is permitted.
4. Monthly Quota Targets: The Sector Manager may impose monthly quota targets to slow down harvest rates if the board and Sector Manager deem it necessary

¹ Note that NMFS will not assign ACE for Atlantic halibut, ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolfish, and southern New England winter flounder (*see* Exhibit B above).

5. Weekly quota targets: In addition to the monthly quota targets, the Manager may impose weekly or trip target quotas to help slow down harvest rates. If such target quotas are imposed, Sector members agree to adjust their fishing operations to avoid exceeding these quotas.

6. Additional Measures to Prevent Ace Overages: The Sector Manager will provide Sector Members with a monthly report detailing their remaining Individual ACE for each stock and the remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide Members with a report detailing their remaining Individual ACE and the Sector's remaining Sector ACE at the conclusion of each trip.

In addition, Sector members will be notified when the Sector ACE reaches 80 percent of the ACE for any stock, or when, for two consecutive weekly reporting periods 20 percent or more of the remaining portion of the Sector ACE is harvested, whichever occurs first. When either trigger point is reached, sector reporting to NMFS will be changed to daily. An alternative threshold for increasing reporting frequency may be implemented during FY 2011 if agreed upon by the Sector and NMFS. Sector Members agree to adjust their fishing operations to avoid exceeding their Individual ACE and the Sector ACE.

Members shall stop fishing prior to exceeding their allocation (unless they acquire additional Individual ACE). If the Sector ACE for a stock is exceeded, the sector must cease operations in that stock area until it can acquire additional ACE through a transfer with another Sector to balance the catch, and the sector also must comply with other overage penalties that may be applicable.

7. Sector Hails: consistent with the operations Plan, each Participating Vessel must hail in to the Manager or his designated representative, and NMFS Office of Law upon returning to port when using fishing gear capable of catching Groundfish.

8. ACE Transfers and Pooling: Participating Vessels and/or Permits may transfer ACE to other Participating Vessels and/or Permits, or otherwise redistribute or pool ACE to other Participating Vessels and/or Permits, provided that the Manager is notified and provides his consent to such redistribution or pooling. A Participating Vessel and/or Permit may only transfer or lease ACE to vessels or permits participating in other sectors after meeting the right of first refusal requirements contained in Section 2.09 of the Operations Plan and Agreement and receiving approval from the PCS Board. All transfers to or from vessels or permits participating in other sectors must be approved by the Regional Administrator, as required by Amendment 16 and its implementing regulations.

9. Length and Horsepower Leasing Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the length and horsepower restrictions contained in the DAS Leasing Program.

10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any fishing operation must be retained and counted against the Sector and Individual ACE, unless

otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolffish and southern New England winter flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as required by Amendment 16 and its implementing regulations.

11. Species Trip Limits: Participating vessels are exempt from trip limits on stocks for which the Sector receives an allocation. Participating vessels are subject to any trip limits required by NMFS for non-allocated species.

GEAR RESTRICTIONS

12. Gear Restrictions: While it is anticipated that Sector members will fish primarily with otter trawls and sink gillnets, Participating Vessel may fish for Groundfish with any legal gear including hook and line gear (demersal longlines, automated hook, jigs, and handlines), Scottish seines, beam trawls and pots. All Participating Vessels are subject to the same gear restrictions, such as marking, tagging, mesh size, and number of gillnets, applicable to common pool vessels using the same type of gear.

13. Gillnet Block Requirement Exemption: If approved by NMFS, Participating Vessels are not required to adhere to those provisions of 50 CFR 648.82(j)(1)(ii) requiring that during each fishing year, day gillnet vessels must declare, and take, a total of 120 days out of the non-exempt gillnet fishery. Participating Vessels must continue to comply with all other applicable Spawning Season Restrictions and other gillnet requirements not specifically noted as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

14. Spawning Block Exemption: If approved by NMFS, Participating Vessels are not required to comply with the 20-day spawning block (March–May) requirement. Participating Vessels must continue to comply with all other applicable spawning season restrictions not specifically noted as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

15. Day Gillnet Limit Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels.

16. Gear Hauling Exemption: If approved by NMFS, Participating Vessels may haul another vessel's gillnet gear.

17. Hook Limitation Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the regulatory limitation on the number of hooks that may be fished.

18. Gulf of Maine Sink Gillnet Program Exemption: If approved by NMFS, Participating Vessels would be allowed to use 6-inch (15.24-cm) mesh stand-up gillnets in the GOM RMA from January 1, 2012 to April 30, 2012, when fishing for haddock. Vessels utilizing this exemption would be prohibited from using tie-down gillnets during this period and would be subject to net restrictions as specified by NMFS in its Letter of Authorization.

19. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges Bank Stock Area when using fishing gear capable of catching any regulated species managed under the Groundfish Plan. The geographic boundaries of the management area are, shown in the chart below. (In previous years our sector members were confined to the Gulf of Maine Regulated Mesh Area but there has been a request to look at the addition of both of the Georges Banks Stock Areas to our Operating Area. There will be a final vote on this in the fall at a full sector membership meeting. At that point the Operations Plan will be updated to reflect the outcome of the meeting.)

New England Groundfish Stock Areas

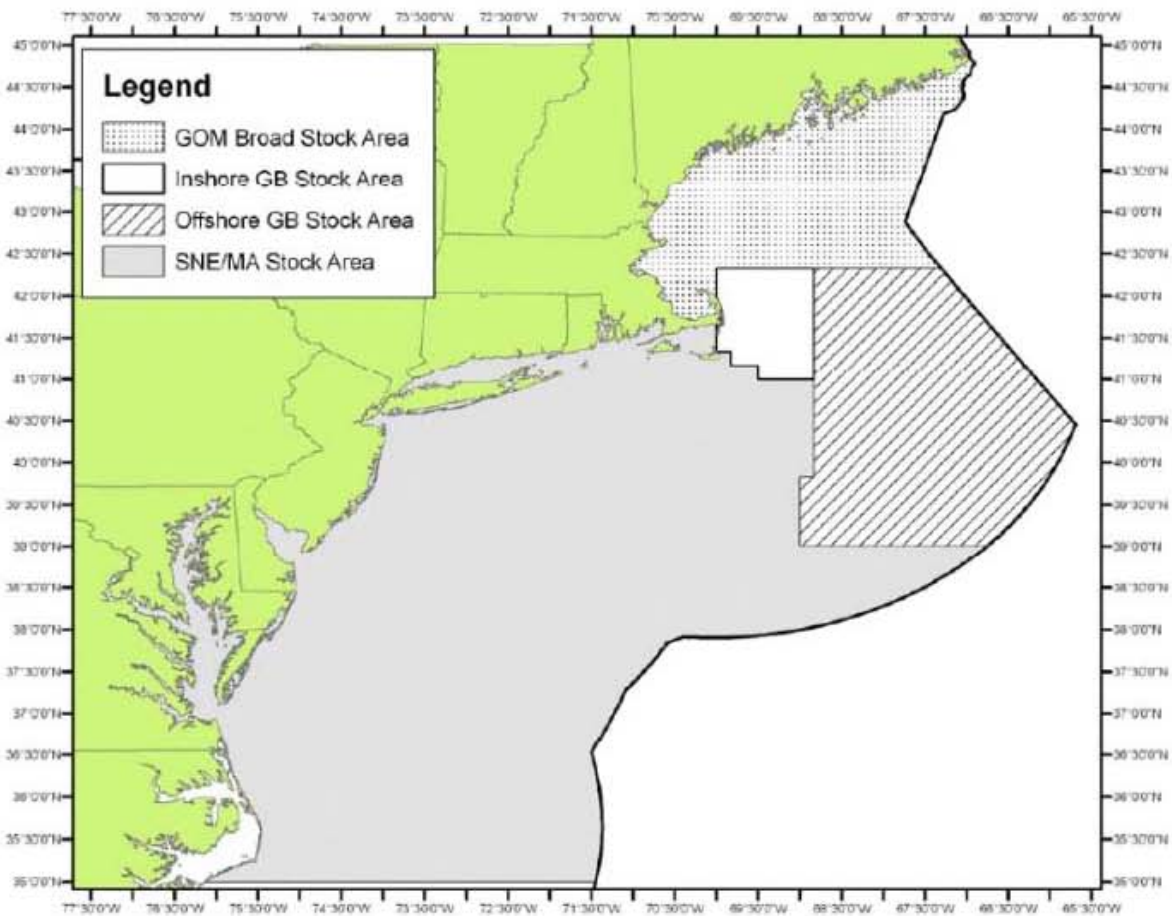


EXHIBIT D

PORT CLYDE SECTOR MEMBERS' PERMITS AND VESSELS

The following table includes all Federal and state permits held by persons participating in the sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be subject to the provisions of the common pool.

[See attachment D]

2011 Port Clyde Community Groundfish Sector Exhibit D

OWNER/ENTITY	MRI #	Permit #	Enrolled in PCS	Vessel Name	Gear	Active/Not Active	Federal Permits	State Permits
BRIAN DURANT	130	212165	Yes	FREEBIRD	GILLNET	Active	Bluefish, Spiny Dogfish, Herring, Lobster Trap, Monkfish, Red Crab, Atlantic Mackerel and Tilefish	ME: Lobster and Shrimp
BRYAN BICHREST	2341	242844	Yes	SAFE HAVEN	GILLNET	Active	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Quahog, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster, Herring and Commercial Fishing
DALE MARTEL /FATHERS & SONS FISHERIES	1864	114793	Yes	ENDEAVOR	GILLNET	Active	Scallop, Monkfish, Surf Clam, Mackerel, Squid, Butterfish, Spiny Dogfish, Bluefish, Tilefish, Shark Incidental, Herring, Lobster Trap, Red Crab and Skate	ME: Lobster
MITCHELL T NUNAN	1823	139950	Yes	PRETENDER	GILLNET	Active	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster Trap, Monkfish, Quahog, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster
REINIER W NIEUWKERK	290	147517	Yes	HANNAH JO	GILLNET	Active	Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Quahog, Scup, Surf Clam, Loligo, Squid, Butterfish and Mackerel State Permit(s)	ME: Lobster , Shrimp
ROBERT BICHREST	2260	150163	Yes	BEVERLY JOYCE	GILLNET	Active	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Squid, Butterfish and Mackerel	ME: Lobster
RUSSELL DAGGETT	2273	220363	Yes	SARAH GALE	GILLNET	Active	Bluefish, Spiny Dogfish, Lobster Trap, Monkfish, Squid, Butterfish and Mackerel	ME: Lobster and Quahog
TROY BICHREST/ MICHAELA ALICE INC	1815	242777	Yes	PAMELA GRACE	GILLNET	Active	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Ocean Quahog and Surf Clam	ME: Lobster, Shrimp
THOMAS CASAMASSA	1835	140344	Yes	THERESA IRENE III	GILLNET	Active	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Trap, Monkfish, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster, Shrimp, Scallop and Commercial Fishing
ROBERT ODLIN/DIVING ADVENTURES INC.	2358	250527	Yes	MARIA AND DOROTHY	GILLNET	Active	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Ocean Quahaog, Red Crab, Skate, Squid, Butterfish, Mackerel, Tilefish	ME: Shrimp
ARNOLD (JOE) NICKERSON /HAYLEY MARITIME INC	97	221740	Yes	HAYLEY ANN	GILLNET and TRAWL	Active	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Trap, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish.	ME: Lobster, Shrimp, Scallop, and Commercial Fishing
BRIAN PEARCE / DANNY BOY FISHERIES	78	220685	Yes	GRETCHEN MARIE	GILLNET and TRAWL	Active	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Red Crab, Scup, Skate, Squid/Butterfish, Mackerel, Tilefish	ME: Shrimp, Commercial Fishing
DONALD J PAULSEN	235	240143	Yes	MISTY MAE	TRAWL	Active	Spiny Dogfish, Summer Flounder, Monkfish, Scup, Skate, Loligo, Butterfish and Mackerel	ME: Shrimp and Scallop
GARY & ROGER LIBBY/ R & B FISHERIES INC	1474	250558	Yes	LESLIE & JESSICA	TRAWL	Active	Bluefish, Spiny Dogfish, Herring, Lobster Non- Trap, Monkfish, Red Crab, Skate and Tilefish	ME: Shrimp
KELO S PINKHAM	163	230524	Yes	JEANNE C	TRAWL	Active	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster Trap, Monkfish, Quahog, Red Crab, Surf Clam, Squid, Butterfish, Skate and Mackerel	ME: Lobster and Shrimp
PRESTON S CARTER	87	220989	Yes	HANNAH RUTH	TRAWL	Active	Scallop, Monkfish, Tilefish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp
RANDY V CUSHMAN /MELONY CUSHMAN	383	250387	Yes	ELLA CHRISTINE	TRAWL	Active	Spiny Dogfish, Herring, Monkfish, Quahog, Red Crab, Surf Clam, Skate, Mackerel and Tilefish	ME: Scallop, Shrimp and Quahog
STEVEN C BENNER /LORRAINE BENNER	286	240636	Yes	HIGH ROLLER	TRAWL	Active	Herring, Scallop, Monkfish and Skate	ME: Shrimp
VINCENT BALZANO /BALZANO LLC	222	240081	Yes	NORTH STAR	TRAWL	Active	Spiny Dogfish, Herring, Scallop, Lobster Non Trap, Lobster Trap, Monkfish, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster, Scallop, Shrimp, Commercial Fishing
TAD MILLER /JOHN V MILLER INC	1642	231459	Yes	JULIE ANN	TRAWL	Active	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Quahog, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	MA: Squid, Fluke, Lobster Non Trap ME: Shrimp and Commercial Fishing

OWNER/ENTITY	MRI #	Permit #	Enrolled in PCS	Vessel Name	Gear	Active/Not Active	Federal Permits	State Permits
ROGER & GLEN LIBBY /HILDA & HELEN INC	112	242567	Yes	CAPT'N LEE	TRAWL	Active	Bluefish, Spiny Dogfish, Herring, Scallop, Monkfish, Red Crab, Skate and Tilefish	ME: Shrimp, Scallop and Commercial Fishing
WILLIS SPEAR /EASY DOES IT INC.	164	223592	Yes	PROVIDENCE	GILLNET	Not Active	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Squid/Butterfish and Mackerel	ME: Lobster, Shrimp and Commercial Fishing
BRYAN BICHREST	5	148076	Yes	SAFE HAVEN	GILLNET	Not Active	Spiny Dogfish and Lobster Trap	ME: Lobster
TROY BICHREST / MICHAELA ALICE INC	196	150946	Yes	JETHRO	NA	Not Active	Bluefish, Spiny Dogfish, Herring, Monkfish, Ocean Quahog, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp
GARY HATCH /GALLEY HATCH FISHERIES	1446	250907	Yes	CAROL ANN	NA	Not Active	Bluefish, Spiny Dogfish, Herring, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp
GERALD CUSHMAN / WINDSONG CORP	419	250582	Yes	WINDSONG	NA	Not Active	Bluefish, Spiny Dogfish, Monkfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster and Shrimp
HAROLD TODD / LAUREN WATTS	276	240423	Yes	MEGALTAY	NA	Not Active	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel, Lobster Trap, and Tilefish	(ME) Shrimp, Scallop
PRESTON S CARTER	1445	221941	Yes	SHANNON DAWN	NA	Not Active	Monkfish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp
REINIER NIEUWKERK / FV HANNAH JO LLC	2404	214857	Yes	CAMMIE KENDRICK	NA	Not Active	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Commercial Fishing, and Shrimp
REINIER/LUCINDA NIEUWKERK	2237	149493	Yes	CUTTER	NA	Not Active	Spiny Dogfish, Herring, Monkfish, Squid, Butterfish and Mackerel	No State Licenses for 2012
RUSSELL DAGGETT	49	220149	Yes	ANNE MARIE	NA	Not Active	Spiny Dogfish, Lobster Trap, Monkfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Quahog
THE NATURE CONSERVENCY AND THE ISLAND INSTITUTE	1801	250573	Yes	Delilah Jones	NA	Not Active	Monkfish, Spiny Dogfish, Bluefish, Tilefish, Herring, Red Crab, Skate, Lobster Trap, and Lobster Non-Trap	ME: Shrimp
TROY BICHREST	461	150572	Yes	THREES ENOUGH	NA	Not Active	Spiny Dogfish, Summer Flounder, Lobster Trap, Monkfish and Red Crab	ME: Lobster
GARY HAWKS	2052	242609	Yes	AMANDA ELIZABETH	NA	Not Active	Lobster Trap, Monkfish, Quahog, Red Crab, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Bait Gillnet, Shrimp and Halibut
ROGER ALLARD	1441	149079	Yes	WADE'S WAY	NA	Not Active	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Red Crab, Skate and Tilefish	ME: Lobster and Commercial Fishing
ALEXANDER TODD	1809	242848	Yes	JACOB AND JOSHUA	NA	Not Active	Bluefish, Herring, Scallop, American Lobster Trap, Monkfish, Multishpies, Ocean Quahog, Surf Clam, Squid, Butterfish, Mackerel	ME: Shrimp
RUSSELL DAGGETT	1256	150173	Yes	JUNKER	NA	Not Active	Bluefish, Spiny Dogfish, American Lobster, Monkfish, Mackerel	No State Licenses for 2012
THE ISLAND INSTITUTE	402	250485	Yes	BAD PENNY	TRAWL	NOT ACTIVE	Spiny Dogfish, American Lobster, Monkfish (D), Skate, Squid/Mackerel/Butterfish	No State Licenses for 2012
CORY HAWKES	17	222478	Yes	ASHLEY NICOLE	GILLNET	ACTIVE	American Lobster, Monkfish (E), Squid/Mackerel/Butterfish	ME: Lobster, Elver, Commercial Fishing, Shrimp

EXHIBIT E

MONITORING PLAN REQUIREMENTS FOR SECTOR OPERATIONS PLANS

(NMFS Guidance on Monitoring Program Detail
Necessary for Sectors 8-24-09)

As approved in Amendment 16, each sector must demonstrate that its sector monitoring program adheres to the sector monitoring and reporting requirements outlined in Amendment 16 to the Northeast Multispecies Fishery Management Plan, including the use of an approved service provider for at-sea monitoring services, and standards issued by NOAA's National Marine Fisheries Service (NMFS) before the operations plan can be approved by NMFS.

EXHIBIT F

**OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

OCT 17 2011

Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



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

NOAA form 88-156A

2011 Fishing Year Permit

ISLAND INSTITUTE FISHING PERMITS
LLC
PO BOX 648
386 MAIN STREET
ROCKLAND, ME 04841

F/V BAD PENNY

Northeast Federal Permit Number: 250485

Documentation/Registration Number: 617341

Principal Port/State: BOOTHBAY HARBOR, ME

Fisheries Permitted	Date issued: 10/07/11	Effective Date	Expiration Date
AMERICAN LOBSTER - TRAP - AREA 1 - 2011		10/08/2011	04/30/2012
ATLANTIC MACKEREL - 2011		10/08/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		10/08/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		10/08/2011	04/30/2012
SKATE - 2011		10/08/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		10/08/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



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

NOAA Form 88-136A

2011 Fishing Year Permit

DAVID HORNER
P O BOX 248
BASS HARBOR, ME 04653

F/V LUKE & GRACE
Northeast Federal Permit Number: 150424
Documentation/Registration Number: ME13ZCH
Principal Port/State: PORTLAND, ME

Fishes

AMERICAN LOBSTER - NON - TRAP - 2011	05/01/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 1 - 2011	05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011	05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011	05/01/2011	04/30/2012
MONKFISH - CATEGORY C - 2011	05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011	05/01/2011	04/30/2012
OCEAN QUAHOG - 2011	05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011	03/16/2011	02/29/2012
SCALLOP - LAGC - IFQ - 2011	03/16/2011	02/29/2012
SKATE - 2011	05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011	05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011	05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011	05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



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

NOAA form 88-156A

2011 Fishing Year Permit

THE NATURE CONSERVANCY
 14 MAIN STREET SUITE 401
 BRUNSWICK, ME 04011

F/V PEARLY BAKER
 Northeast Federal Permit Number: **151328**
 Documentation/Registration Number: ME9377Y
 Principal Port/State: BRUNSWICK, ME

Fisheries Permitted	Date issued: 10/07/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2011		10/08/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 1 - 2011		10/08/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 2 - 2011		10/08/2011	04/30/2012
ATLANTIC MACKEREL - 2011		10/08/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		10/08/2011	04/30/2012
MONKFISH - CATEGORY C - 2011		10/08/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		10/08/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		10/08/2011	02/29/2012
SCUP - COMMERCIAL MORATORIUM - 2011		10/08/2011	04/30/2012
SKATE - 2011		10/08/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		10/08/2011	04/30/2012
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011		10/08/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		10/08/2011	04/30/2012

Maximum Trap Allocation (if applicable): **800** (see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

Table 1 Sector Information

Summary of Port Clyde Sector and Operations Plan for Fishing Year 2012		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 41% Gillnet: 45% Trawl/Gillnet: 13%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Briston, ME
6	Number of participants	Total permits enrolled in the Sector: 45 Number of active vessels: 22
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2012 fishing year.		

Article V – Concluding Contract Language

In Witness whereof, by signing this document, the undersigned has enrolled the listed permits in the Port Clyde Sector and executed the Agreement known as the Port Clyde Sector Operations Plan for the 2012 fishing year, as of December 1, 2011.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Port Clyde Sector, provided such notice is postmarked no later than March 1, 2012.

Pursuant to Section 402(b)(1)(F) of the Magnuson-Stevens Fisheries Conservation and Management Act, 16 U.S.C. 1881a(b)(1)(F), the undersigned hereby authorize the release to the Sector Manager of the Port Clyde Sector of information regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRI) listed below submitted to the National Marine Fisheries Services in compliance with 50 CFR 648.87 that the undersigned has authority to access. This information includes, but is not limited to, vessel trip reports (VTR), dealer reports, and information collected by the Northeast Fishery Observer Program (NEFOP), the Sector dockside monitoring program (if applicable) and the Sector at-sea monitoring program.

This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector mismanagement it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

Please sign the attached sheet and fill out the required information.

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Brian Durant

Name/Company: BRIAN DURANT F/V FREE BIRD

MRI #: 130

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Bryan Bachus
Name/Company: Safe Haven
MRI #: 5

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Bryan Bachus
Name/Company: Safe Haven
MRI #: 2341

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: *Paul R. Maulty*

Name/Company: *HV Endeavor / Fulton + Sons Fisheries Inc.*

MRI #: *1864*

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Mitchell Numan

Name/Company: MITCHELL NUMAN

MRI #: 1823

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

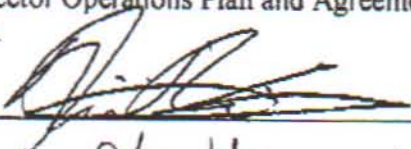
Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

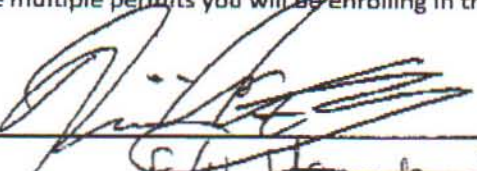
IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: 

Name/Company: F/V Hannah Jo

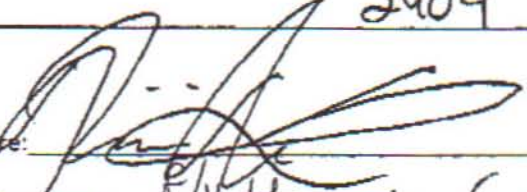
MRI #: 290

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: 

Name/Company: F/V ~~Hannah Jo~~ Cammie Kancel

MRI #: 2404

Signature: 

Name/Company: F/V ~~Hannah Jo~~ Carter

MRI #: 2237

Signature: _____

Name/Company: _____

MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Robert Bichrest
Name/Company: Robert Bichrest
MRI #: 2260

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Ruel Dwyett
Name/Company: JARAH GALE
MRI #: 2273 Permit 220363

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Ruel Dwyett
Name/Company: ANN MARIE
MRI #: 49 Permit 220149

Signature: Ju Ruel Dwyett
Name/Company: Junker
MRI #: 1256 Permit 150173

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: TROY Bichrest

Name/Company: Pamala Grace

MRI #: 1815

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: TROY Bichrest

Name/Company: Iethra

MRI #: 196 Michael Alva Inc

Signature: Troy Bichrest

Name/Company: Three's Smash

MRI #: 461

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: *Thomas W. Casanova*

Name/Company: *F/V J. Heresca Trevino III 140344*

MRI #: *1835*

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: *Carl Munn*
Name/Company: *Hylex Maritime Inc*
MRI #: *PT- 221740 (Permit)*

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Brian Pearce

Name/Company: Danny Boy Fisheries Inc.

MRI #: 78

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Donald Panken # Hull Doc 521394
Name/Company: FIV MISTY MAE PERMIT 240143
MRI #: 235

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Don Inhib
Name/Company: FD/ Leslie + Jessica
MRI #: 1474

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Kelo S Pinkham
Name/Company: Kelo S Pinkham (Jeanne C)
MRI #: ~~610415 (Doc. #)~~ 163

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: R. Hannah Beth

Name/Company: F/V Hannah Beth

MRI #: 87 Permit - 220939

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Randy Ashman
Name/Company: F/V ELLA CHRISTINE
MRI #: 383

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Steven C. Benson

Name/Company: F/V High Roller

MRI #: 286

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Vincent Balgou

Name/Company: Balgou LLC

MRI #: 222

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature:

John V. Miller

Name/Company: *Ira Miller / F/V Julie Ann / F/V John V. Miller, Inc.*

MRI #:

1642

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

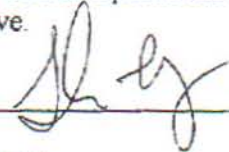
Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: 

Name/Company: Hilda & Helen Inc.

MRI #: 112

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: William M. Spun Dr

Name/Company: Easy Does it inc

MRI #: 164

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Shelley Cushman

Name/Company: WINDSONG, INC.

MRI #: _____

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Shelley Cushman

Name/Company: BUGCATCHER INC

MRI #: Permit 250582 (MRI) 419

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Harold Todd Watt James B. Watt
Name/Company: FV / MEGALTA Y
MRI #: permit # 240423 (MRE- 226)

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Robert D. Carter Sr.

Name/Company: F/V Sherman Dawson

MIRI #: 1445

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MIRI #: _____

Signature: _____

Name/Company: _____

MIRI #: _____

Signature: _____

Name/Company: _____

MIRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: *Sue Hawkes*
Name/Company: F.V. Amanda Elizabeth
MRI #: 2052

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: *Sue Hawkes*
Name/Company: F.V. Amanda Elizabeth
MRI #: 2052

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Roger L. Allard

Name/Company: Roger L. Allard

MRI #: 1441

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: 
Name/Company: Island Institute Fishing Permits LLC
MRI #: 402

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: *Stephen E. Hunk*

Name/Company: WEST HEAD Inc.

MRI #: 13

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

NOV 15 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Geoffrey Smith

Name/Company: Geoffrey Smith The Nature Conservancy/Is. Inst

MRI #: FV Delilah Jones Permit # ~~150896~~ 150896 (MRI - 1801)

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Geoffrey Smith

Name/Company: Geoffrey Smith The Nature Conservancy

MRI #: FV Peaky Baker Permit # 151328 (MRI - 455)

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Ben - I dont have the MRI #s handy,
do ya?

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Gary Hatch

Name/Company: Galley Hatch Fisheries Inc.

MRI #: _____

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Robert M Odell
Name/Company: Diving Adventures Inc.
MRI #: 2358

If you have multiple permits you will be enrolling in the sector please use the space below.

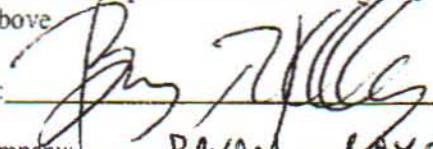
Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

Signature: _____
Name/Company: _____
MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above

Signature: 

Name/Company: BRYAN RAYMOND KELCEY

MRI #: 1686

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Gary D. J.

Name/Company: MARIE ANN 114846

MRI #: 16

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

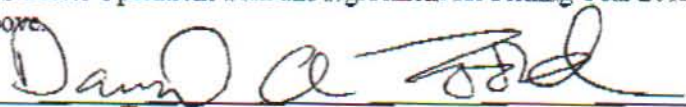
Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: 

Name/Company: Jacob and Joshua FNC

MRI #: 1809

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Robert Eugley

Name/Company: Katie + Sarah

MRI #: 192

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

December 1, 2011

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: Bryan Bachyst

Name/Company: Flaven Lyn

MRI #: 2204

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

IN WITNESS WHEREOF, the undersigned party has executed the Port Clyde Community Groundfish Sector Operations Plan and Agreement for Fishing Year 2012, as of the date first written above.

Signature: 

Name/Company: Generation

MRI #: 268

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Signature: _____

Name/Company: _____

MRI #: _____

Sector Communications Contacts			Mailing Address						
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip	
Ben Martens	Manager	Day-to-Day Sector Operations	ben@midcoastfishermen.org	207-619-1755	PO Box 112	Topsham	ME	4086	
Karen Ryder	Data Analy	Data Management	karenj.ryder@yahoo.com	508-241-3664					
Ben Martens	Manager	Reporting	ben@midcoastfishermen.org	207-619-1755	PO Box 112	Topsham	ME	4086	
Ben Martens	Manager	Policy Issues	ben@midcoastfishermen.org	207-619-1755	PO Box 112	Topsham	ME	4086	
Ben Martens	Manager	Research	ben@midcoastfishermen.org	207-619-1755	PO Box 112	Topsham	ME	4086	
Ben Martens	Manager	Outreach	ben@midcoastfishermen.org	207-619-1755	PO Box 112	Topsham	ME	4086	

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that PORT CLYDE COMMUNITY GROUND FISH SECTOR is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is March 02, 2010.

I further certify that on:

March 02, 2010 ARTICLES OF INCORPORATION were filed.

No further amendments have been filed to date.

I further certify that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this sixth day of September 2011.



A handwritten signature in black ink, reading 'Charles E. Summers, Jr.', written over a horizontal line.

Charles E. Summers, Jr.
Secretary of State