

1 SECTOR OPERATIONS PLAN AND AGREEMENT

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

5 **Recitals**

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

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

14 **Agreement**

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

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

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

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

6 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in
8 the sector. This criterion has been fulfilled with permit # 240738 under the distinct ownership of David
9 Goethel, permit # 240880 under the distinct ownership of Peter Kendall, and permit # 150021 under the
10 distinct ownership of Craig Mavrikis.

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

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

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

1 Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's
2 Harvest Share shall be a breach of this Agreement.

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

13 6.1 Communication with Sector. The Manager is the primary point of contact for all
14 communications on behalf of the Sector and all communications regarding NEFS XI should be directed
15 accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director of
16 Northeast Sector Service Network, is authorized to act on behalf of the Sector. At the time in which this
17 Agreement is entered into, the Board of Directors are as follows:

18 President: Jayson Driscoll
19 Treasurer: James Hayward
20 Clerk: Ellen Goethel
21 Directors: Jayson Driscoll, James Hayward, Geordie King, Peter Kendall,
22 Tom Lyons, Peter Lagerstrom, Randy Gauron, Ellen Goethel
23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 7.5 Re-direction Of Effort. . During FY 2011, NEFS XII vessels switched fishing efforts
19 into the following fisheries to a greater extent than in previous years due to decreased opportunities to
20 participate in the groundfish fishery, however these are fisheries that NEFS XII vessels have historically
21 participated in:

- 22 • Fishery: Monkfish (Gear: ELM Gillnet)
- 23 • Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- 24 • Fishery: Shrimp (Gear: Trawl)
- 25 • Fishery: Whiting (Gear: Trawl)
- 26 • Fishery: Herring (Gear: Trawl)

27
28 During the first quarter of FY 2012, NEFS XII vessels switched effort into the following fisheries:

- 29
- 30 • Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- 31 • Fishery: Whiting (Gear: Trawl)
- 32 • Fishery: Herring (Gear: Trawl)

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34
35 During FY 2013, NEFS XII anticipates a similar redirection of effort to the fisheries listed above.

1
2 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

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

9 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new

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

14 In FY 2011, 90% of the permits which are enrolled in the NEFS XII Sector for FY 2012 are
15 attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS XII Sector has 11 permits
16 currently enrolled. Of those 11 permits, 25% are anticipated to actively fish for NE multispecies in FY
17 2013. While these numbers may change, the NEFS XII Sector expects that compared to FY 2012 there
18 will be a net consolidation beyond what previously occurred among the NEFS XII as the share of ACE
19 contributed by member permits is fished by fewer active vessels than in FY 2012. It can be anticipated
20 that fewer active fishing vessels would result in job losses for fishing crews and the associated negative
21 impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers
22 who remain in the fishery may experience a positive benefit, there would be fewer active fishers in the
23 NE multispecies fishery.

24 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery
25 Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the
26 release to the Manager of **XII** Northeast Fishery Sector, Inc.; Program Director of Northeast Sector
27 Service Network, and the FishTrax Programmer, of information that may be or is considered to be
28 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of
29 various species of fish associated with the limited access Northeast multispecies permit with the
30 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries
31 Service that the undersigned has authority to access. This information includes data required to be

1 submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel
2 trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for
3 conservation and management purposes, catch and landings history data, Sector at-sea monitoring data,
4 and all other information associated with the vessel, MRI #, and/or permit records.

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

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

26 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and
27 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector
28 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise
29 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and
30 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or
31 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess

1 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated
2 damages amounts as established under Section 10.3, below.

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

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

29 10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound
30 by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest Share for such
31 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The

1 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's
2 Harvest Share shall be as provided on Exhibit D.

3 10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
4 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest
5 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who
6 will to a significant degree have control over whether the vessel is operated in compliance with this
7 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's
8 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such
9 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed
10 their agreement to abide by such terms in writing. Each Member assumes all liability under this
11 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

12 10.6 Liquidated Damages Security. The Board may require that a Member that has two
13 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another
14 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing
15 such Member's payment and performance obligations under this Agreement in such amounts as the
16 Board deems appropriate, or may require such Member to personally guaranty, and/or have other
17 Members or third parties personally guaranty, such Member's payment and performance obligations
18 under this Agreement.

19 10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the
20 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware
21 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if
22 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such
23 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such
24 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,
25 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the
26 time period directed by the Manager, taking into account the magnitude of the breach and the potential
27 consequences of the breach for the Sector and the other Members, the Manager shall notify the
28 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and
29 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated
30 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described
31 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its

1 Members, the Manager may issue a “Stop Fishing Order” to the Member in apparent breach, and if such
2 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing , the sector
3 manager may take any action he/she deems necessary including without limitation, self-help or court
4 action which may include the seeking of injunctive relief.

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

23 10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a
24 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide
25 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,
26 during which period the Member may propose an alternative method of compensating the Sector and
27 other Sector Members for the damages suffered as the result of such Member’s breach. The
28 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole
29 discretion, provided that if the breach at issue is an overharvest of a Member’s Harvest Share, there
30 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from
31 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the

1 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred
2 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs
3 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for
4 payment.

5 10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to
6 resolve a breach of this Agreement through voluntary compliance measures approved by the
7 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall
8 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the
9 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid
10 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by
11 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the
12 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated
13 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the
14 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal
15 action to collect the liquidated damages. In addition, in connection with Member breaches resulting
16 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement
17 Committee) may take possession of an amount of the Member in breach's Harvest Share for the
18 overharvested species for the year in which the contract breach occurred and, if necessary, in
19 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided
20 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately
21 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to
22 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with
23 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not
24 the Sector prevails in such action.

25 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition
26 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential
27 damages in connection with a breach of this Agreement resulting from the Member's gross negligence
28 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of
29 or related to the gross negligence or willful misconduct of the captain operating such Active Member's
30 vessel(s).

1 10.12 Distribution of Damages. Where a Member’s breach causes one or more other
2 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision
3 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member
4 receiving a fraction of such funds, the numerator of which is the amount by which such Member’s catch
5 was less than such Member’s allocation or apportionment, and the denominator of which is the sum of
6 the aggregate amount of by which all Members’ allocations or apportionments were reduced as a result
7 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any
8 damages awarded to the Sector in excess of those distributed to other Members under this Section, and
9 any damages awarded in connection with a breach which does not cause any other Member’s allocation
10 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector
11 operations.

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

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

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

9 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
10 Member that is eligible to terminate such Member's Sector membership may do so only by providing
11 written notice to that effect to all other Members on or before December 3, 2012 or such date as the
12 Board may from time to time establish for that purpose (the "Termination Date") each year. A Member
13 that fails to provide such notice by the Termination Date shall be deemed to have automatically
14 renewed its Sector membership for the following year, and all other Members shall be entitled to act in
15 reliance on such renewal accordingly. If any Member provides a membership termination notice by the
16 Termination Date, each of the other Members shall have ten (10) days from the date they receive such
17 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
18 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

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

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

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

5 14.1 The Sector, acting through the Manager, has the authority to issue to any Member
6 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member
7 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member
8 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the
9 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members
10 and the Manager from any and all liability of any nature whatsoever, including but not limited to both
11 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages
12 that a Member may suffer as a result of complying with a Stop Fishing Order.

13 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply
14 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help
15 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order
16 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden
17 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.(evidence
18 that the vessel continued to fish thereafter).

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

22 15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member,
23 subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by
24 the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors,
25 and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to
26 a person who is not an Active Member unless such person assumes all of the transferring Member's
27 obligations under this Agreement as of the effective date of such transfer. A person other than a
28 Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with
29 this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the balance of the

1 fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such
2 Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

3 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no
4 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
5 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active
6 Member status during the fishing year in which the permit transfer occurred must submit a written
7 request to the Board for consideration. The Board will have the authority to approve, conditionally
8 approve or deny such request.

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

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

25 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith
26 commercially reasonable efforts to resolve any disputes arising under this Agreement through direct
27 negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be
28 submitted to binding arbitration upon the request of any party at interest. Any person nominated as an
29 arbitrator hereunder by any person shall be a person of mature, sound and reasonable business

1 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)
2 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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

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

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

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

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

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

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EXHIBIT A

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

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

Owner/Entity	Permit #	MRI #	Vessel Name
King Marine LLC	150567	389	Ocean Pride III
Yvonne Dobre	310609	541	Ann Marie
Yvonne Dobre	122647	253	Jennifer K
Craig Mavrikis	150021	1582	Marion-Mae
David T. Goethel	240738	291	Ellen Diane
Peter Kendall	240880	209	Elizabeth Ann
Yvonne Dobre	150290	1887	Walrus
David T. Goethel	150718	2241	Unnamed
Cape Neddick Fisheries Inc	146928	1419	Judy Marie
Peter Kendall	128235	1747	Kelly Rose
David T. Goethel	150341	1572	Gipper

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

Owner/Entity	Vessel Name	Doc/Reg #
King Marine LLC	Ocean Pride III	NH 7851 BN
Yvonne Dobre	Ann Marie	938382
Yvonne Dobre	Jennifer K	NH8620BN
Craig Mavrikis	Marion-Mae	NH0287BM
David T. Goethel	Ellen Diane	654949
Peter Kendall	Elizabeth Ann	576586

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EXHIBIT B

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

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

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

Provided with December 3, 2012 Roster Submission

EXHIBIT C

HARVESTING RULES

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

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

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

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

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

2. QUOTA MANAGEMENT: Sector vessels, the dealers to which they are delivering fish will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will monitor the

1 trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members
2 Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the
3 fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

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

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

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

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

26
27 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
28 of the four stock delineation areas as identified in Amendment 16 and relating implementing
29 regulations.
30

31 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its Manager
32 with a greater understanding of the fishing patterns conducted by their members, the
33 following reporting requirements have been crafted and adopted by the Sector in
34 collaboration with all Northeast Groundfish Sectors in the region. These provisions afford
35 Sectors an administrative tool to track fishing activity west of the 70:15. The
36 implementation of the following requirements is conditioned on the adoption of all
37 Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision
38 is not adopted by all Northeast Groundfish Sectors the specifications below will not be
39 implemented by this Sector.

40 **7.1.1**For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West
41 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be
42 defined as **Inshore GOM**.

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

4 **7.1.3** When an Observer/Monitor is NOT onboard.

- 5 1. If the Sector Vessel intends to fish West of the 70:15 in the area described in
6 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during
7 a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct
8 any fishing activity outside of the area defined as BSA 1 for the entire trip.
9 2. If the vessel declares more than one Broad Stock Area on a trip, the vessel is
10 prohibited from conducting fishing activity West of the 70:15 in the area
11 described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

12 **7.1.4** The Sector Manager and Sector Members will work together to determine how
13 the declaration requirements above will be completed using the existing VMS
14 systems or an alternative third party reporting system.
15

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

19
20 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip
21 Start and Trip End) electronically via the email messaging component of their VMS units. All
22 data necessary to the requirements will be sent in compressed formats to minimize characters
23 and maximize message capacity directly to the Sector's Server which will collect, store, convert
24 and relay all data elements necessary to meet various requirements. The Sector will relay
25 required HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event
26 that the primary system is unavailable, Sector Vessels will utilize a backup system, including but
27 not limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay
28 through the Sector Manager.

29
30 **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will
31 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector
32 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip
33 Start Hail ("TSH") must include:

- 34
35 · Vessel permit number
36 · Vessel Trip Report (VTR) serial number
37 · Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard

Exhibit C

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

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9 **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
10 trips less than six hours in length or occurring within six hours of port, the estimated time of
11 arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail
12 (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required
13 updated information. An alternative timing for the TEH may be implemented during FY 2013 if
14 agreed upon by the Sector, and NMFS.

15

16 **8.4 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
17 trips less than six hours in length or occurring within six hours of port, the estimated time of
18 arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail
19 (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required
20 updated information. An alternative timing for the TEH may be implemented during FY 2013 if
21 agreed upon by the Sector, and NMFS.

22

23 **8.5 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of
24 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For
25 shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with
26 NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be
27 implemented during FY 2013 if agreed upon by the sector, the monitoring provider, and NMFS.
28 The trip end hail must include the following:

29

- 30 · Vessel permit number
- 31 · Vessel Trip Report (VTR) serial number

- 1 · First landing state (abbreviation)
- 2 · First landing port city
- 3 · Dealer/Offload Location
- 4 · Estimated time and date of arrival
- 5 · Estimated time and date of offload
- 6 · Second offload state (abbreviation)
- 7 · Second offload port city
- 8 · Total groundfish kept in pounds
- 9 · Total non-groundfish kept in pounds
- 10 · Comments (as directed by the Sector Manager)

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

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

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

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

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

7 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will
8 submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS.
9 The Sector will submit required reports, using the format and procedures prescribed by NMFS.
10 The reports required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager*
11 *Detailed Report*, and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B).
12 Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level
13 about each sector trip for a given week, regardless of completeness of the data. The
14 information includes stock, gear, mesh categories, landing amounts, discards and total catch.
15 The *Sector Manager Trip Issue Report* provides information about the sector trips for a given
16 week that have enforcement or other issues. One *Issue Report* is submitted per reporting
17 period. The *Sector Manager ACE Status Report* documents the ACE status calculations, which
18 allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector
19 triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE Status*
20 *Report* provides the mean for a sector manager to report their Sectors ACE status calculations
21 on a daily basis if *either* of the two thresholds specified in 14.1 below are reached in the current
22 FY. These reports are cumulative in nature from the start of the fishing year until the current
23 reporting week and are adjusted retroactively as data becomes available or issues documented
24 in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which should
25 be used to report all data quality issues to the appropriate people for research and correction
26 process.
27

- 28 a. **REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** : The reporting frequency
29 for the sector manager's ACE Status Report will be increased to daily when 90% of any
30 of the sector's ACEs is reached. An alternative threshold for increasing reporting
31 frequency may be implemented during FY 2013 if agreed upon by the sector and NMFS.
32 The Sector Manager, or a designated representative, will notify NMFS immediately by
33 email, or mail if this, or an agreed upon alternative threshold has been meet that
34 triggers daily reporting.
35

36 An alternative threshold for increasing reporting frequency may be implemented during FY
37 2013 if agreed upon by the sector and NMFS.
38

- 39 b. **ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager ***must***
40 include any enforcement or reporting compliance issues, including violations of
41 Operations Plan (excluding those sections identified as administrative provisions in this
42 document); violations of regulations, or general problems with monitoring or sectors
43 operations in their *Trip Issue Report* which is submitted to NMFS weekly.
44

45 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
46 submit an annual report to NMFS and the Council that summarizes: fishing activities of

1 Members, including harvest levels of all species by sector vessels (landings and discards by gear
2 types); enforcement actions; and any other relevant information required to evaluate the
3 performance of the Sector. In addition, the Annual Report will report the number of sector
4 vessels that fished for regulated groundfish and their permit numbers (when such disclosure
5 does not violate protection of confidentiality); number of vessels that fished for other species;
6 method used to estimate discards; landing port used by sector vessels while landing groundfish;
7 and any other additional information requested by the Regional Administrator for inclusion in
8 the Annual Report. The Sector will submit required reports using the format and procedures
9 prescribed by NMFS.

10
11 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and
12 apply logbook area information to calculate stock attribution ratios for all applicable species.

13
14 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her
15 designated representative) will derive stock specific discards for each trip. If the trip is observed
16 by either an At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer,
17 discards will be derived based on data collected during that trip and will account for all hauls
18 (observed and unobserved) on that trip. If the trip is not observed, discards will be derived
19 using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved)
20 method to estimate 'in-season' discard rates.

21
22
23 **18. "RESERVED FOR FUTURE USE"**

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

31
32 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR),
33 dealer,), At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other
34 database it determines necessary for its operations.

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

41 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
42 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
43

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

- 1 a. All Groundfish DAS restrictions
- 2 b. Trip limits on allocated stocks
- 3 c. Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 4 d. Additional mortality controls adopted by Amendment 16, including additional seasonal
- 5 or year-round closures, gear requirements, DAS reductions, differential DAS counting,
- 6 and/or restricted gear areas.
- 7 e. Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle
- 8 tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization
- 9 to use 6-inch mesh in the codend).
- 10 f. Gulf of Maine Rolling Closures, except for:
- 11 April – Blocks 124, 125, 132, 133
- 12 May – Blocks 132, 133, 138, 138,139,140
- 13 June – Blocks 139, 140, 145, 146, 147, 152
- 14 Unless authorized as a sector specific exemption.
- 15

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

- 19
- 20 g. 120 Day Gillnet Block Out of the fishery.
- 21 h. 20 Day Spawning Block.
- 22 i. Limitation on the number of sink gillnets that a Day gillnet vessel may fish in any of the
- 23 RMAs, specified in 648.80(a) (3)(iv)(B)(2), (a)(4)(iv)(B)(1), (B)(2)(iv)(B)(1), and
- 24 (c)(2)(v)(B)(1), and the requirement for two gillnet tags per round fish net specified
- 25 in 648.80(a)(3)(iv)(B)(4), (a)(4)(iv)(B)(3), b(2)(iv)(B)(3), and (c)(2)(v)(B)(3), with the
- 26 restriction that a sector vessel may fish up to 150 round fish or flat fish nets in any of the
- 27 RMAs, not to exceed 150 nets total, and must tag both round fish and flatfish nets with
- 28 one tag per net (except in Blocks 124 and 125 in May, and 132 and 133 in June)
- 29 j. Prohibition on a vessel's hauling another vessel's gillnet gear (Community Fixed Gear)
- 30 This exemption was not used during the FY 2012 management season; zero members
- 31 utilized this exemption; it had no impact on fishing operations; the impact thus far has
- 32 been null on sector operations. Moving forward, this exemption is expected to be
- 33 beneficial, especially if vessels are forced to fish farther from shore as a result of new
- 34 rules and regulations, such as: Harbor Porpoise consequence closure to the northeast
- 35 management area for gill net vessels.
- 36
- 37 k. Limitation on the number of Gillnets that may be hauled on GB when fishing on a
- 38 Groundfish/Monkfish DAS.
- 39 l. Limitation on the number of hooks that may be fished.
- 40 m. Length and horsepower restrictions of the DAS leasing program.
- 41 n. Prohibition on Discarding
- 42 o. Requirement to maintain VMS powered while at dock. Vessel acknowledges that this
- 43 exemption only applies to NE multispecies requirements. A Vessel with other permits
- 44 requiring constant reporting may not utilize this exemption.
- 45 p. Prohibition on a Vessel Hauling Another vessels Hook Gear **NEW EXEMPTIONS:**
- 46

1 **22. MONITORING.**

2 **22.1 FUNDING OF MONITORING PROGRAMS:** NEFS XII will participate in the
3 Northeast Fisheries Observer Program (NEFOP) and the NMFS-funded at-sea monitoring
4 programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level
5 will be provided pursuant to an independent contract between the Sector and a NMFS
6 approved provider. This additional at-sea monitoring coverage will have vessel and trip
7 selection coordinated through NMFS, will be conducted in the same manner with the
8 same protocols as the NMFS-funded ASM program, and will use approved at-sea
9 monitors, unless otherwise instructed. Also, this additional coverage will not be allowed
10 to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea
11 monitoring program. The Sector manager will maintain a database of all catch data,
12 including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide
13 the Sector with data from NEFOP and the ASM program.

14 **22.2 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates
15 specified by NMFS are met by the ASM, the Sector may from time to time opt to have
16 additional coverage in order to fully utilize specific approved exemptions or to address
17 specific needs of the Sector.

18 **23**

19
20 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are
21 authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within
22 these same locations.
23

Primary Port(s) of Landing	Secondary Port(s) of Landing
New Hampshire: Seabrook, Rye, Portsmouth Massachusetts: Gloucester, Newburyport Maine: Portland	Massachusetts: New Bedford Maine: York Virginia: Chincoteague, Greenbackville New Jersey: Point Pleasant

24
25 **25 SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for
26 variance from the landing ports listed. If for reasons beyond a vessel operators control such as
27 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
28 danger of sinking, crew injury or life threatening illness and any other emergency situations that
29 may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the
30 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
31 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe
32 harbor within 6 hours of this entering the port.

33 **26 SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
34 acknowledge that the following provisions have been interpreted by NMFS as applicable to all

1 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize
2 these universal interpretations within their sector management and operations:

3 **26.1** **INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
4 (between members) within the guidelines and procedures contained in the FMP and as
5 amended by Amendment 16. The Sector would accept any future relief in the length and
6 horsepower constraints of the program that may be authorized by the RA in the future.

7 **26.2** **INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
8 (DAS) outside of the Sector are authorized under this provision to do so, only with Members of
9 other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would
10 not be exempted from existing length and horsepower constraints as currently contained in
11 applicable regulations.

12 **26.3** **PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
13 requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by
14 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
15 submission of required VTR reports have been authorized by the Regional Administrator using a
16 phased implementation process. The Sector and its Members may utilize e-VTR in accordance
17 with the phased implementation process.

18 **26.4** **ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
19 Assessment for all sectors seeking authorization for Fishing Year 2013, and that NMFS
20 communication has stated that if an exemption is approved for one Sector, all other authorized
21 Sectors can be similarly approved for that specific exemption based on the terms and conditions
22 of the originally requesting sector. In light of this understanding, NEFS XII will request
23 authorization for such exemptions it deems beneficial for its operations, prior to the publication
24 of the final authorizing rule.

25 **27** **MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector
26 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional
27 requirements or restrictions on the internal reporting requirements or fishing activities of all
28 members in order to ensure effective utilization and management of the Sector's ACE. These
29 modifications may include, but are not limited to, additional notification of planned fishing activity
30 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on
31 locations where fishing may occur during specific times of the year or with specific gear. When such
32 modifications are implemented, all Members will be notified in writing.
33

1

EXHIBIT D

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

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

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

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

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 7.1 INSHORE GULF OF MAINE DECLARATION
- 13 12. CATCH REPORTS:
- 14 19. DATA MANAGEMENT:
- 15 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 16 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 17 in those specific situations where NMFS enforcement would apply.
- 18 23. RESERVED FOR FUTURE USE 24.
- 19 25.
- 20
- 21 26: SAFE HARBOR PROTOCOL:
- 22 27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 23 28. MODIFICATION OF HARVESTING RULES
- 24 Exhibit D is administrative.

- 1 Explanatory Addendum is administrative
- 2 Informational Addendum is administrative

EXPLANATORY ADDENDUM

1

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

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

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

1

INFORMATIONAL ADDENDUM

2

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

3

for inquiries.

Sector Communications Contacts					Mailing Address		
	Title	Responsibility	Email	Phone	Street 1	City	State
	Manager	Day-to-Day Sector Operations					
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation					
	Manager	Reporting i.e. vessel reporting requirements involving sector trips.					
		Policy					
F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel					
	Manager	Sector Specific Outreach					

5

6

7

8

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

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XII (the "Sector").

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

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

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

- Active Member: (LIST ACTIVE VESSELS)
- Fishing Vessel Name Ellen Diane Doc/Reg # 654949
- Fishing Vessel Name GIORGES Doc/Reg # ~~156344~~ NH9634Bk
- Fishing Vessel Name Uthmaned Doc/Reg # NH4341BP

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

Non-Active Member

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

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

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

List all permits including those listed in 4.

Permit Number: 240738 MRI 291

Permit Number: 150341 MRI 1572

Permit Number: 150718 MRI 2241

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Signature of Authorized Representative:

x. *David T. Goethel*

Owner/Entity Name:

David T. Goethel

Name of Authorized Representative (print):

Title: owner

George E. Stewart
Notary Public: 10/13/13 com ctp



NORTHEAST FISHERY SECTOR XII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT
[DRAFT]

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XII (the "Sector"):

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

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

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	Doc/Reg #
Marion-Maz	2110287B m
_____	_____
_____	_____

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

Non-Active Member

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

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

[DRAFT]

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

List all permits including those listed in 4.

Permit Number: 150021 MRI 1582

Permit Number: _____ MRI _____

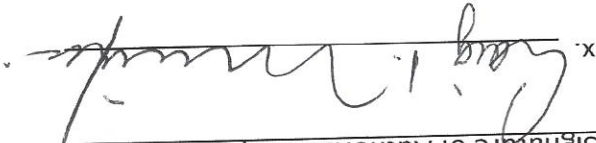
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

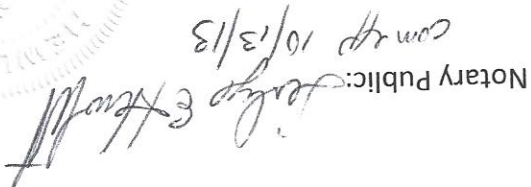
Signature of Authorized Representative:

x: 

Owner/Entity Name:

Name of Authorized Representative (print):

Title:

Notary Public: 
com app 10/13/13



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

1. Member has carefully reviewed the NEFS XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XII (the "Sector").

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

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

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Elizabeth Ann</u>	Doc/Reg #	<u>576586</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

NORTHEAST FISHERY SECTOR XII
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT
 [DRAFT]

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

List all permits including those listed in 4.

Permit Number: 240880 MRI 209

Permit Number: 128235 MRI 1747

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Signature of Authorized Representative: _____

x. *[Signature]*

Owner/Entity Name:

Peter T Kendall

Name of Authorized Representative (print):

Peter T Kendall

Title:

Owner

Notary Public: *Jodye E. Hurd*
compt 10/13/13



NORTHEAST FISHERY SECTOR XII
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT
 [DRAFT]

THIS ADHERENCE AGREEMENT is entered into as of this 28th day of Nov. 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XII (the "Sector").

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

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

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

- Active Member: (LIST ACTIVE VESSELS)
- | | |
|-------|---------------------|
| _____ | Fishing Vessel Name |
| _____ | Doc/Reg # |
| _____ | Fishing Vessel Name |
| _____ | Doc/Reg # |
| _____ | Fishing Vessel Name |
| _____ | Doc/Reg # |
- Oran Bide III*
NH 7851 BN

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT
[DRAFT]

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

List all permits including those listed in 4.

Permit Number: 150567 MRI 389

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Signature of Authorized Representative:

x. Michael T. King

Owner/Entity Name:

KING MARINE, LLC

Name of Authorized Representative (print):

President

Title:

Notary Public:

Brenda K. Haney

BRENDA K. HANEY
NOTARY PUBLIC
STATE OF MAINE
MY COM. EXPIRES NOVEMBER 27, 2013

NORTHEAST FISHERY SECTOR XII
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT
 [DRAFT]

K. Young

THIS ADHERENCE AGREEMENT is entered into as of this 5th day of December 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XII (the "Sector").

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

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

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

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NORTHEAST FISHERY SECTOR XII
 FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT
 [DRAFT]

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

List all permits including those listed in 4.

Permit Number: 146928 MRI 1419

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Signature of Authorized Representative:

x. *Kenneth Young Jr*

Owner/Entity Name:

Cape Rock Lobster Fishery

Name of Authorized Representative (print):

Kenneth Young Jr

Title: *Pres*

Linda A Veino
 Notary Public
 Maine
 My commission expires on March 7, 2014

Notary Public: *Linda A Veino*
Kenneth Young Jr
12/5/2012



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

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

1. Member has carefully reviewed the NEFS XI Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XI (the "Sector").

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

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

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

- Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	Ann Marie	Doc/Reg #	938382
Fishing Vessel Name	Jennifer K	Doc/Reg #	NH8620BN
Fishing Vessel Name	Walter S	Doc/Reg #	NH1429BN
- Non-Active Member

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

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

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

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

List all permits including those listed in 4.

Permit Number: 310609 MRI 541

Permit Number: 122647 MRI 1887

Permit Number: 150290 MRI 253

Permit Number: MRI

Permit Number: MRI

Permit Number: MRI

Signature of Authorized Representative:

x. Yvonne Dohre

Owner/Entity Name:

Yvonne Dohre

Name of Authorized Representative (print):

Yvonne Dohre

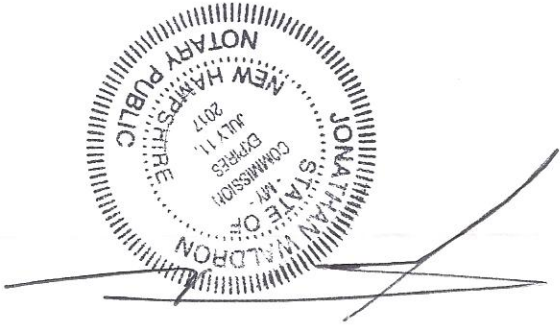
Title:

Owner

Notary Public:

State of New Hampshire
 County of Rockingham

Signed before me by Yvonne Dohre
 on 11/26/2012.



National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:21 pm

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

Most Recent Vessel Data

Vessel: MARION MAE
 Northeast Federal Fishery Permit: 150021
 US Coast Guard Doc #/State Registration # : NH0287BM
 Primary Owner|Corporation Name: CRAIG P MAVRIKIS
 Address:
 11 ALVIN LANE
 ELIOT, ME 03903
 Phone: (207) 439-5604

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

Sector: NEFS 12

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14

2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01- MAY- 13	30- APR- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	13- MAR- 13	28- FEB- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:20 pm

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

Most Recent Vessel Data

Vessel: ELLEN DIANE
 Northeast Federal Fishery Permit: 240738
 US Coast Guard Doc #/State Registration # : 654949
 Primary Owner|Corporation Name: DAVID T GOETHEL
 Address:
 23 RIDGEVIEW TERRACE
 HAMPTON, NH 03842-2071
 Phone: (603) 926-2165

Hailing Port: HAMPTON, NH.
 Principal Port: HAMPTON, NH.

Sector: NEFS 12

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01- MAY- 13	30- APR- 14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01- MAY- 13	30- APR- 14
			HERRING - LIMITED ACCESS	01-	30-

2013	HRG	C	- INCIDENTAL - 2013	MAY- 13	APR- 14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01- MAR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01- MAR- 13	28- FEB- 14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:21 pm

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

Most Recent Vessel Data

Vessel: ELIZABETH ANN
 Northeast Federal Fishery Permit: 240880
 US Coast Guard Doc #/State Registration # : 576586
 Primary Owner|Corporation Name: PETER T KENDALL
 Address:
 159 WEST ROAD
 RYE, NH 03870
 Phone: (603) 964-7824

Hailing Port: PORTSMOUTH, NH.
 Principal Port: PORTSMOUTH, NH.

Sector: Not in a Sector

Valid Sector LOA? N/A

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01- MAY- 12	30- APR- 13
2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01- MAY- 12	30- APR- 13
			HERRING - OPEN ACCESS -	01-	30-

2012	HRG	D	POSSESSION LIMIT - 2012	MAY-12	APR-13
2012	LO	1	AMERICAN LOBSTER - NON-TRAP - 2012	01-MAY-12	30-APR-13
2012	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2012	01-MAY-12	30-APR-13
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01-MAY-12	30-APR-13
2012	SKT	1	SKATE - 2012	01-MAY-12	30-APR-13
2012	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2012	01-MAY-12	30-APR-13
2012	SMB	4	ATLANTIC MACKEREL - 2012	01-MAY-12	30-APR-13