

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 VI Northeast Fishery Sector, Inc. (“NEFS
4 VI”) 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 VI
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 # 149690 under the distinct ownership of
9 Courier Fishing Inc., permit # 330638 under the distinct ownership of Integrity Fishing Corp., and permit
10 # 150747 under the distinct ownership of Andrew Walsh.

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. Michael Walsh 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 VI should be directed
15 accordingly. In addition to the Sector Manager, Michael Walsh is authorized to act on behalf of the
16 Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

17 President: Michael Walsh
18 Vice President: Salvatore Bramante
19 Treasurer: Michael Walsh
20 Clerk: Salvatore Bramante
21

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

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

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

27 7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations,
28 the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE allocation, as
29 adjusted by transfers of ACE between the Sector and other sectors. Each Member further acknowledges

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

15 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before
16 December 3, 2012 (the "Notification Date"), and on or before any succeeding Notification Dates
17 established by the Board for FY 2013 and thereafter of their intention to harvest Sector ACE ("Active
18 Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest
19 Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not
20 harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall
21 harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest
22 Share shall be subject to all NMFS and other management regulations generally applicable to the
23 Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a
24 discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested
25 in any season or area than the percentage of the related Sector ACE allocation permitted to be
26 harvested in such season or area. The Manager may impose and enforce additional restrictions on each
27 Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

28 7.2.1 Non-Active Members. The Members acknowledge that Active Members
29 are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the non-
30 Active Members, and that the Active Members are making certain financial contributions to the Sector
31 that are not made by non-Active Members. Obligations assumed by Active Members that are not

1 imposed on non-Active Members include, but are not limited to payments of the initial Membership
2 Fee, and paying Network and Sector fees in connection with landings of catch harvested under the
3 Sector's ACE. In consideration for the Active Members assuming these costs, risks and fee obligations,
4 each non-Active Member shall:

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

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

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

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

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

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

1 Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to
2 non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and
3 ensure that the Sector’s management and administrative costs can be recouped through reasonable
4 Sector membership fees established by the Board.

5 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such
6 restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s
7 compliance with Amendment 16 and related implementing regulations (such restrictions referred to
8 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on **Exhibit C**. Each Active Member
9 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each
10 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in
11 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that
12 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing
13 Plan available to Active Members prior to the commencement of the fishing season.

14 7.5 Re-direction Of Effort. During FY 2011, NEFS **VI** vessels switched fishing efforts into
15 the following fisheries:

- 16 • Fishery: Squid (Gear: Otter Trawl)
- 17 • Fishery: Fluke (Gear: Otter Trawl)
- 18 • Fishery: Skate (Gear: Otter Trawl)
- 19 • Fishery: Monkfish (Gear: Otter Trawl)

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21 During the first quarter of FY 2012, NEFS **VI** vessels switched effort into the following fisheries:

- 22
- 23 • Fishery: State of Massachusetts Squid Fishery (Gear: Otter Trawl)
- 24 • Fishery: State of Massachusetts Fluke Fishery (Gear: Otter Trawl)
- 25 • Fishery: State of Massachusetts Dogfish Fishery (Gear: Otter Trawl)
- 26 • Fishery: Squid (Gear: Otter Trawl)
- 27 • Fishery: Fluke (Gear: Otter Trawl)
- 28 • Fishery: Skate (Gear: Otter Trawl)
- 29 • Fishery: Monkfish (Gear: Otter Trawl)

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32 During FY 2013, NEFS **VI** anticipates similar redirection of effort to the fisheries listed above.

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

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

8 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new

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

13 In FY 2012, 21% of the permits enrolled in the NEFS VI Sector for FY 2013 are attached to vessels
14 actively fishing for NE Multispecies. For FY 2013, the NEFS VI Sector has 19 permits currently enrolled.
15 Of those 19 permits, 4 are anticipated to actively fish for NE multispecies in FY 2013. While these
16 numbers may change, the NEFS VI Sector expects that compared to FY 2012 there would be no change
17 from the consolidation that previously occurred among the members during FY 2012. The member
18 permits that are not attached to active NE multispecies vessels in FY 2013 are the same permits that
19 leased out their Harvest Share in FY 2012. In most cases, a member who owns multiple permits fished
20 his portion of the Sectors ACE i.e. harvest share (or DAS if in the common pool) of all those permits on a
21 single hull and will now continue to fish the harvest share contributed by all of those permits on the
22 same single hull, resulting in no additional consolidation.

23 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery

24 Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the
25 release to the Manager of VI Northeast Fishery Sector, Inc.; Program Director of Northeast Sector
26 Service Network, and the FishTrax Programmer, of information that may be or is considered to be
27 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of
28 various species of fish associated with the limited access Northeast multispecies permit with the
29 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries
30 Service that the undersigned has authority to access. This information includes data required to be
31 submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel

1 trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for
2 conservation and management purposes, catch and landings history data, Sector at-sea monitoring data,
3 and all other information associated with the vessel, MRI #, and/or permit records.

4 9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch monitoring
5 and reporting requirements established by the Manager, which may include but are not limited to
6 maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and operating
7 electronic vessel and catch monitoring equipment, delivering fish only at pre-approved landing stations
8 at pre-approved times, and completing and filing accurate delivery reports on a timely basis. Without
9 limiting the foregoing, each Active Member shall submit on a timely basis all catch information as
10 required by and necessary for the Manager to complete and file the Sector's weekly reports. Each
11 Active Member's harvest of Sector ACE shall be calculated and tabulated in accordance with the catch
12 accounting measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the
13 catch and delivery information produced by the Manager shall be presumed accurate, and absent
14 manifest error, each Member's obligations under this Agreement and all related documents may be
15 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 31, 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 VI Members:

| Owner/Entity | MRI | Permit Number | Vessel Name |
|----------------------------|------------|----------------------|--------------------|
| America Fishing Corp. | 713 | 330792 | AMERICA |
| American Pride Fishing LLC | 610 | 320378 | AMERICAN PRIDE |
| Integrity Fishing Corp. | 632 | 330638 | GUARDIAN |
| Michael Walsh | 506 | 310337 | ATLANTIC PRINCE |
| Andrew Walsh | 1750 | 150747 | SKIFF 4 |
| Courier Fishing Inc. | 342 | 149690 | COURIER II |
| Integrity Fishing Corp. | 854 | 150353 | SKIFF 2 |
| KDL Inc. | 447 | 150923 | PATRIOT |
| KDL Inc. | 1999 | 150930 | JOSEPHINE |
| Michael Walsh | 507 | 147979 | CPH |
| Michael Walsh | 850 | 149914 | TAHOMA |
| Michael Walsh | 1199 | 251242 | CPH |
| Michael Walsh | 560 | 320135 | CPH |
| Michael Walsh | 919 | 410501 | CPH |
| Palombo Fishing Corp. | 1540 | 149792 | UNNAMED |
| Palombo Fishing Corp. | 3935 | 320780 | FREEDOM |
| Sea Gold Fisheries LLC. | 918 | 149581 | BARBARA ANNA II |
| Richard Birarelli | 1833 | 222163 | Jean B |
| Joseph Birarelli | 201 | 231525 | Shooting Star |

| Owner/Entity | MRI | Permit Number | Vessel Name |
|-----------------------------|-----|---------------|-------------|
| Sea Gold Fisheries LLC. | 580 | 330636 | CPH |
| Barbara Joan Fisheries Inc. | 638 | 114998 | JOSEPHINE |

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

2 To be provided with December 3, 2012 Roster Submission

| Owner/Entity | Vessel Name | Documentation/ Registration Number |
|----------------------------|-----------------|--|
| America Fishing Corp. | AMERICA | 1121393 |
| American Pride Fishing LLC | AMERICAN PRIDE | 600545 |
| Integrity Fishing Corp. | GUARDIAN | 927059 |
| Michael Walsh | ATLANTIC PRINCE | 610005 |

3 **EXHIBIT B**

4 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2013 (May**
5 **1, 2013 to April 30, 2014)**

6
7 Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector.

8

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

| Owner/Entity | Permit Number | BLUE FISH | BLACK SEA BASS | SPINY DOG FISH | SUMMER FLOUNDER | INCIDENTAL HMS SQUID TRAWL | HERRING | GENERAL CATEGORY SCALLOP | AMERICAN LOBSTER | MONKFISH | NORTHEAST MULTI-SPECIES | OCEAN QUAHOG | ATLANTIC DEEP SEA RED CRAB | SCALLOP - LIMITED ACCESS | SCUP | SURFCLAM | SKATE | SQUID/MACKEREL/BUTTERFISH | TILEFISH |
|----------------------------|---------------|-----------|----------------|----------------|-----------------|----------------------------|---------|--------------------------|------------------|----------|-------------------------|--------------|----------------------------|--------------------------|------|----------|-------|---------------------------|----------|
| America Fishing Corp. | 330792 | 1 | 1 | 1 | 1 | | D | C | 1 | C | A | 6 | A | | 1 | 1 | 1 | 1,3,4 | 1 |
| American Pride Fishing LLC | 320378 | 1 | 1 | 1 | 1 | | D | C | 1 | D | A | 6 | A | | 1 | 1 | 1 | 1,3,4 | 1 |
| Michael Walsh | 310337 | 1 | 1 | 1 | 1 | | D | C | 1 | C | A | 6 | A | | 1 | | 1 | 1,3,4 | 1 |
| Courier Fishing Inc. | 149690 | 1 | | 1 | | | D | | 1 | E | A | | A | | | | 1 | 3,4 | 1 |
| Palombo Fishing Corp. | 320780 | 1 | | 1 | | | D | | A3 | E | A | | A | | | | 1 | 3,4 | 1 |
| Integrity Fishing Corp. | 330638 | 1 | | 1 | | | D | C | 1 | D | A | 6 | A | | 1 | 1 | 1 | 3,4 | 1 |
| KDL Inc. | 150930 | 1 | | 1 | | | D | | 1 | E | A | | | | | | 1 | 3,4 | 1 |
| KDL Inc. | 150923 | 1 | | 1 | | | D | | 1 | D | A | | | | | | 1 | 3,4 | 1 |
| Integrity Fishing Corp. | 150353 | 1 | 1 | 1 | 1 | | D | | 1,A1,A2,AOC | D | A | | A | | 1 | | 1 | 1,4 | 1 |
| Andrew Walsh | 150747 | 1 | 1 | 1 | 1 | | D | | 1 | E | A | | A | | 1 | | 1 | 1,3,4 | 1 |
| Michael Walsh | 149914 | 1 | | 1 | | | D | | 1 | E | A | | A | | | | 1 | 3,4 | 1 |
| Palombo Fishing Corp. | 149792 | 1 | | 1 | | | D | | A3 | E | A | | A | | | | 1 | 3,4 | 1 |
| Michael Walsh | 147979 | 1 | | 1 | 1 | | D | | 1 | D | A | | A | | | | 1 | 3,4 | 1 |
| Michael Walsh | CPH | | | | | | | | | | | | | | | | | | |
| Michael | 320 | | | | | | | | | | | | | | | | | | |

| Owner/Entity | Permit Number | BLUE FISH | BLACK SEA BASS | SPINY DOG FISH | SUMMER FLOUNDER | INCIDENTAL HMS SQUID TRAWL | HERRING | GENERAL CATEGORY SCALLOP | AMERICAN LOBSTER | MONKFISH | NORTHEAST MULTI-SPECIES | OCEAN QUAHOG | ATLANTIC DEEP SEA RED CRAB | SCALLOP - LIMITED ACCESS | SCUP | SURFCLAM | SKATE | SQUID/MACKEREL/BUTTERFISH | TILEFISH |
|-----------------------------|---------------|-----------|----------------|----------------|-----------------|----------------------------|---------|--------------------------|------------------|----------|-------------------------|--------------|----------------------------|--------------------------|------|----------|-------|---------------------------|----------|
| Walsh | 135 | | | | | | | | | | | | | | | | | | |
| Sea Gold Fisheries LLC. | 320 378 | | | | | | | | | | | | | | | | | | |
| Michael Walsh | 410 501 | | | | | | | | | | | | | | | | | | |
| Sea Gold Fisheries LLC. | CPH | | | | | | | | | | | | | | | | | | |
| Barbara Joan Fisheries Inc. | 114 998 | 1 | 1 | 1 | 1 | | D | | 1 | D | A | | A | | 1 | | 1 | 1,3,4 | 1 |

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

2

| Owner/Entity | Permit Number | Documentation/Registration Number | ACCSP_V PERM_ID | CF_PERMIT_ID | LICENSE_NBR | LICENSE_TYPE | ISS_AGENCY | COUNT | STATE | ACCSP_V PERM_ID | CF_PERMIT_ID | LICENSE # | LICENSE TYPE | STATE |
|----------------------------|---------------|-----------------------------------|-----------------|--------------|-------------|------------------------------|------------|-------|-------|-----------------|--------------|-------------|------------------------------|-------|
| America Fishing Corp. | 330792 | 1121393 | 4369 | 155251 | 141388 | OFFSHORE LOBSTER-NON TRAP | 0003 | 16 | MA | | | | | |
| American Pride Fishing LLC | 320378 | 600545 | 4214 | 154395 | 146667 | OFFSHORE LOBSTER-NON TRAP | 0003 | 53 | MA | | | | | |
| Michael Walsh | 310337 | 610005 | | | | | | | | | | | | |
| Courier Fishing Inc. | 149690 | MS4178 AK | | | | | | | | | | | | |
| Palombo Fishing Corp. | 320780 | 900545 | 4518 | 1678 | MPURP000541 | MULTIPURPOSE FISHING LICENSE | 0004 | 3 | RI | 4518 | 448 | MPURP000428 | MULTIPURPOSE FISHING LICENSE | RI |
| Integrity Fishing Corp. | 330638 | 927059 | 4323 | 155451 | 75464 | OFFSHORE LOBSTER-NON TRAP | 0003 | 22 | MA | | | | | |
| KDL Inc. | 150930 | MS5112 AX | | | | | | | | | | | | |
| KDL Inc. | 150923 | MS5110 AX | | | | | | | | | | | | |
| Integrity Fishing Corp. | 150353 | MS7149 AS | | | | | | | | | | | | |
| Andrew Walsh | 150747 | MS5439 AU | | | | | | | | | | | | |
| Michael Walsh | 149914 | MS7304 AR | | | | | | | | | | | | |
| Palombo Fishing Corp. | 149792 | RI4295N | | | | | | | | | | | | |
| Michael Walsh | 147979 | MS7305 AR | | | | | | | | | | | | |

| Owner/Entity | Permit Number | Documentation/Registration Number | ACCSP_V PERM_ID | CF_PER MIT_ID | LICENSE _NBR | LICENSE_TYPE | ISS_A GENCY | CO UN T | ST AT E | ACCSP_V PERM_ID | CF_PER MIT_ID | LICENSE # | LICENSE TYPE | STAT E |
|-----------------------------|---------------|-----------------------------------|-----------------|---------------|--------------|--------------|-------------|---------|---------|-----------------|---------------|-----------|--------------|--------|
| Michael Walsh | CPH | | | | | | | | | | | | | |
| Michael Walsh | 320 135 | | | | | | | | | | | | | |
| Sea Gold Fisheries LLC. | 320 378 | | | | | | | | | | | | | |
| Michael Walsh | 410 501 | | | | | | | | | | | | | |
| Sea Gold Fisheries LLC. | CPH | | | | | | | | | | | | | |
| Barbara Joan Fisheries Inc. | 114 998 | | | | | | | | | | | | | |

EXHIBIT C

HARVESTING RULES

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

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

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 monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual

1 member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will
2 be considered in the development of the Sector’s Fishing Plan. The Sector Manager will monitor the
3 trajectories to interim and annual targets for the Sectors ACE’s as well as for the individual members
4 Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector’s ACE during the
5 fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

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

11 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
12 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
13 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
14 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
15 Harvest Shares trajectories will be set to the Harvest Share. Once 85% of any Sector ACE is
16 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota
17 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing
18 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector
19 Manager to seek additional ACE through an ACE transfer with other sectors.

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

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

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

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

41 **7.1.1**For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West
42 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be
43 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 **7.1.5** VI, Northeast Fishery Sector Board of Directors reserves the right to remove
16 and/or modify this Inshore GOM Declaration provision at any time during the 2013-
17 2014 Fishing Year.

18
19
20 **8. TRIP HAILS:** Sector vessels will comply with any Trip End Hail requirements established by the sector
21 and/or Agency. At this time the following Hail requirements, as specified by the Agency in their
22 Dockside Monitoring Standards, will apply.

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

33
34 **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count
35 against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager
36 that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail
37 ("TSH") must include:

- 38
39 • Vessel permit number
40 • Vessel Trip Report (VTR) serial number
41 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
42 • Landing State (abbreviation)
43 • Landing Port City
44 • Estimated time and Date of arrival in port

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

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

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

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

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

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. IF DSM is in effect both Trip Start Hail and Trip End Hail is required.

1
2 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
3 one US/CA area or more than one of the four stock areas will complete a catch report each time the
4 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
5 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
6 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
7 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
8

9 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
10

11 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
12 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
13 entering port to end a trip. Catch reports will include, at a minimum, and all data elements of a fully
14 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
15 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
16 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
17 unable to submit his catch records electronically, the Member, will have no more than twenty-four
18 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.
19

20 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
21 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
22 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
23 required by NERO. Sector Members will execute all documents necessary to meet legal
24 requirements for the purpose of facilitating e-VTR service.
25

26 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
27 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector
28 will submit required reports, using the format and procedures prescribed by NMFS. The reports
29 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and
30 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
31 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
32 week, regardless of completeness of the data. The information includes stock, gear, mesh
33 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
34 provides information about the sector trips for a given week that have enforcement or other issues.
35 One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report*
36 documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in
37 Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock,
38 the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their
39 Sectors ACE status calculations on a daily basis if *either* of the two thresholds specified in 14.1 below
40 are reached in the current FY. These reports are cumulative in nature from the start of the fishing
41 year until the current reporting week and are adjusted retroactively as data becomes available or
42 issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS,

1 which should be used to report all data quality issues to the appropriate people for research and
2 correction process.

3
4 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** : The reporting frequency for the
5 sector manager's ACE Status Report will be increased to daily when 90% of any of the
6 sector's ACEs is reached. An alternative threshold for increasing reporting frequency may be
7 implemented during FY 2013 if agreed upon by the sector and NMFS. The Sector Manager,
8 or a designated representative, will notify NMFS immediately by email, or mail if this, or an
9 agreed upon alternative threshold has been met that triggers daily reporting.

10
11 An alternative threshold for increasing reporting frequency may be implemented during FY
12 2013 if agreed upon by the sector and NMFS.

13
14 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include any
15 enforcement or reporting compliance issues, including violations of Operations Plan
16 (excluding those sections identified as administrative provisions in this document); violations
17 of regulations, or general problems with monitoring or sectors operations in their *Trip Issue*
18 *Report* which is submitted to NMFS weekly.

19
20 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
21 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,
22 including harvest levels of all species by sector vessels (landings and discards by gear types);
23 enforcement actions; and any other relevant information required to evaluate the performance of
24 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for
25 regulated groundfish and their permit numbers (when such disclosure does not violate protection of
26 confidentiality); number of vessels that fished for other species; method used to estimate discards;
27 landing port used by sector vessels while landing groundfish; and any other additional information
28 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit
29 required reports using the format and procedures prescribed by NMFS.

30
31 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
32 logbook area information to calculate stock attribution ratios for all applicable species.

33
34 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
35 representative) will derive stock specific discards for each trip. If the trip is observed by either an
36 At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be
37 derived based on data collected during that trip and will account for all hauls (observed and
38 unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-
39 provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate
40 'in-season' discard rates.

41
42 **18. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's
43 vessels to a data collection and distribution web portal, an administrative exemption may or may
44 not be required to allow the server to relay catch reports and logbook data on behalf of sector
45 member vessels.

1 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
2 messaging component of their VMS units. All data necessary for sector ACE management, including
3 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
4 formats to minimize characters and maximize message capacity. Notwithstanding reporting
5 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be
6 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
7 requirements in the formats required by the recipients
8

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

12
13 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
14 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the
15 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in
16 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.
17 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
18 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
19

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

22 **21.1** All Groundfish DAS restrictions

23 **21.2** Trip limits on allocated stocks

24 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

25 **21.4** Additional mortality controls adopted by Amendment 16, including additional seasonal
26 or year-round closures, gear requirements, DAS reductions, differential DAS counting,
27 and/or restricted gear areas.

28 **21.5** Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle
29 tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization
30 to use 6-inch mesh in the codend).

31 **21.6** Gulf of Maine Rolling Closures, except for:

32 April – Blocks 124, 125, 132, 133

33 May – Blocks 132, 133, 138, 138,139,140

34 June – Blocks 139, 140, 145, 146, 147, 152
35

36 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
37 this Agreement, **Members agree to abide by the following obligations as specified and**
38 **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**
39

40 **21.7** 120 Day Gillnet Block Out of the fishery.

41 **21.8** 20 Day Spawning Block.

42 **21.9** Limitation on the number of gillnets for day gillnet vessels. However, this
43 exemption is not available for use in Block 124 and 125 in May and Blocks 132
44 and 133 in June.

1 sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be
 2 conducted in the same manner with the same protocols as the NMFS-funded ASM program,
 3 and will use approved at-sea monitors, unless otherwise instructed. Also, this additional
 4 coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the
 5 NMFS-funded at-sea monitoring program. The Sector manager will maintain a database of all
 6 catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will
 7 provide the Sector with data from NEFOP and the ASM program.

8 **22.2 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by NMFS are
 9 meet by both the ASM program the Sector may from time to time opt to have additional
 10 coverage in order to fully utilize specific approved exemptions or to address specific needs
 11 of the Sector.

12 **23. RESERVED FOR FUTURE USE:**

13 **24. RESERVED FOR FUTURE USE:**

14 **25. RESERVED FOR FUTURE USE:**

15
 16
 17 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized
 18 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same
 19 locations.
 20
 21

| Primary Port(s) of Landing | Secondary Port(s) of Landing |
|--|---|
| Massachusetts: Boston, Gloucester, New Bedford | Massachusetts: Hyannis, Nantucket, Chatham, Provincetown. New Hampshire: Portsmouth Maine: Portland |

22
 23 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol
 24 for variance from the landing ports listed. If for reasons beyond a vessel operators control such as
 25 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
 26 danger of sinking, crew injury or life threatening illness and any other emergency situations that
 27 may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the
 28 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
 29 protocol, they must notify their Manager and OLE concerning when and where they had to seek safe
 30 harbor within 6 hours of this entering the port.

31 **28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
 32 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 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector (between
4 members) within the guidelines and procedures contained in the FMP and as amended by
5 Amendment 16. The Sector would accept any future relief in the length and horsepower
6 constraints of the program that may be authorized by the RA in the future.

7 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea (DAS)
8 outside of the Sector are authorized under this provision to do so, only with Members of other
9 Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would not
10 be exempted from existing length and horsepower constraints as currently contained in
11 applicable regulations.

12 **28.3 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
16 a phased implementation process. The Sector and its Members may utilize e-VTR in
17 accordance with the phased implementation process.

18 **28.4 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
21 authorized Sectors can be similarly approved for that specific exemption based on the terms
22 and conditions of the originally requesting sector. In light of this understanding, NEFS X will
23 request authorization for such exemptions it deems beneficial for its operations, prior to the
24 publication of the final authorizing rule.

25 **29. 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 VI 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 VI** 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 18. ADMINISTRATIVE EXEMPTION:
- 15 19. DATA MANAGEMENT:
- 16 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 17 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 18 in those specific situations where NMFS enforcement would apply.
- 19 23. RESERVED FOR FUTURE USE
- 20 24. RESERVED FOR FUTURE USE
- 21 25. RESERVED FOR FUTURE USE
- 22 27: SAFE HARBOR PROTOCOL:
- 23 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 29. MODIFICATION OF HARVESTING RULES

- 1 Exhibit D is administrative.
- 2 Explanatory Addendum is administrative
- 3 Informational Addendum is administrative

1 EXPLANATORY ADDENDUM

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

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

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

1

INFORMATIONAL ADDENDUM

2

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

3

appropriate communication stream for inquiries.

| Name | Title | Responsibility | Email | Phone | Street 1 | City | State | Zip Code |
|-------------|---------|------------------------------|--|--------------|------------------|--------|-------|----------|
| Jim Reardon | Manager | Day-to-Day Sector Operations | jimreardon@earthlink.net | 617 755 2440 | 4 Mansion Street | Medway | MA | 02053 |
| | | Policy Issues | | | | | | |
| | | Policy Issues | | | | | | |
| | | Reporting SMDR/ACE/Issues | | | | | | |
| | | Sector Specific Research | | | | | | |
| | | Sector Specific Research | | | | | | |
| | | Software Management System | | | | | | |
| | | Sector Specific Outreach | | | | | | |
| Jim Reardon | Manager | Sector Specific Outreach | jimreardon@earthlink.net | 617 755 2440 | 4 Mansion Street | Medway | MA | 02053 |
| | | Sector Specific Outreach | | | | | | |

| Federal & State Permits Held by Members of NEFS VI | | | FEDERAL | |
|--|---------------|---|----------|----------------|
| Owner/Entity | Permit Number | Documentation/ Registration/ Number | BLUEFISH | BLACK SEA BASS |
| America Fishing Corp. | 330792 | 1121393 | 1 | 1 |
| American Pride Fishing LLC | 320378 | 600545 | 1 | 1 |
| Michael Walsh | 310337 | 610005 | 1 | 1 |
| Courier Fishing Inc. | 149690 | MS4178AK | 1 | |
| Palombo Fishing Corp. | 320780 | 900545 | 1 | |
| Integrity Fishing Corp. | 330638 | 927059 | 1 | |
| KDL Inc. | 150930 | MS5112AX | 1 | |
| KDL Inc. | 150923 | MS5110AX | 1 | |
| Integrity Fishing Corp. | 150353 | MS7149AS | 1 | 1 |
| Andrew Walsh | 150747 | MS5439AU | 1 | 1 |
| Michael Walsh | 149914 | MS7304AR | 1 | |
| Palombo Fishing Corp. | 149792 | RI4295N | 1 | |
| Michael Walsh | 147979 | MS7305AR | 1 | |
| Michael Walsh | CPH | | | |
| Michael Walsh | 320135 | | | |
| Sea Gold Fisheries LLC. | 320378 | | | |
| Michael Walsh | 410501 | | | |
| Sea Gold Fisheries LLC. | CPH | | | |
| Barbara Joan Fisheries Inc. | 114998 | | 1 | 1 |
| Richard Birarelli | 222163 | | 1 | |
| Joseph Birarelli | 231525 | | 1 | |

| HERRING | GENERAL CATEGORY SCALLOP | AMERICAN LOBSTER |
|---------|--------------------------|------------------|
| D | C | 1 |
| D | C | 1 |
| D | C | 1 |
| D | | 1 |
| D | | A3 |
| D | C | 1 |
| D | | 1 |
| D | | 1 |
| D | | 1,A1,A2,AOC |
| D | | 1 |
| D | | 1 |
| D | | A3 |
| D | | 1 |
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| | | |
| D | | 1 |

| MONKFISH | NORTHEAST MULTI-SPECIES | OCEAN QUAHOG |
|----------|-------------------------|--------------|
| C | A | 6 |
| D | A | 6 |
| C | A | 6 |
| E | A | |
| E | A | |
| D | A | 6 |
| E | A | |
| D | A | |
| D | A | |
| E | A | |
| E | A | |
| E | A | |
| D | A | |
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| D | A | |

| ATLANTIC DEEP SEA RED CRAB | SCALLOP - LIMITED ACCESS | SCUP |
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| A | | 1 |

| LICENSE_NBR | LICENSE_TYPE | ISS_AGENCY |
|-------------|------------------------------|------------|
| 141388 | OFFSHORE LOBSTER-NON TRAP | 0003 |
| 146667 | OFFSHORE LOBSTER-NON TRAP | 0003 |
| | | |
| | | |
| MPURP000541 | MULTIPURPOSE FISHING LICENSE | 0004 |
| 75464 | OFFSHORE LOBSTER-NON TRAP | 0003 |
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| | OFFSHORE LOBSTER-NON TRAP | |
| | OFFSHORE LOBSTER-NON TRAP | |

| CF_PERMIT_ID | LICENSE_NBR | LICENSE_TYPE |
|--------------|-------------|------------------------------|
| | | |
| | | |
| | | |
| | | |
| 448 | MPURP000428 | MULTIPURPOSE FISHING LICENSE |
| | | |
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| NEFS | Owner/Entity | MRI | Permit Number | Vessel Name | Documentation/ Registration Number | Active Member (Y/N) |
|------|-----------------------------|------|---------------|-----------------|------------------------------------|---------------------|
| 6 | America Fishing Corp. | 713 | 330792 | AMERICA | 1121393 | Y |
| 6 | American Pride Fishing LLC | 610 | 320378 | AMERICAN PRIDE | 600545 | Y |
| 6 | Integrity Fishing Corp. | 632 | 330638 | GUARDIAN | 927059 | Y |
| 6 | Michael Walsh | 506 | 310337 | ATLANTIC PRINCE | 610005 | Y |
| 6 | Andrew Walsh | 1750 | 150747 | SKIFF 4 | MS5439AU | N |
| 6 | Courier Fishing Inc. | 342 | 149690 | COURIER II | MS4178AK | N |
| 6 | Integrity Fishing Corp. | 854 | 150353 | SKIFF 2 | MS7149AS | N |
| 6 | KDL Inc. | 447 | 150923 | PATRIOT | MS5110AX | N |
| 6 | KDL Inc. | 1999 | 150930 | JOSEPHINE | MS5112AX | N |
| 6 | Michael Walsh | 507 | 147979 | CPH | MS7305AR | N |
| 6 | Michael Walsh | 850 | 149914 | TAHOMA | MS7304AR | N |
| 6 | Michael Walsh | 1199 | 251242 | CPH | na | N |
| 6 | Michael Walsh | 560 | 320135 | CPH | na | N |
| 6 | Michael Walsh | 919 | 410501 | CPH | na | N |
| 6 | Palombo Fishing Corp. | 1540 | 149792 | UNNAMED | RI4295N | N |
| 6 | Palombo Fishing Corp. | 3935 | 320780 | FREEDOM | 900545 | N |
| 6 | Sea Gold Fisheries LLC. | 918 | 149581 | BARBARA ANNA II | MS6655AJ | N |
| 6 | Richard Birarelli | 1833 | 222163 | Jean B | 964992 | N |
| 6 | Joseph Birarelli | 201 | 231525 | Shooting Star | 915302 | N |
| 6 | Sea Gold Fisheries LLC. | 580 | 330636 | CPH | na | N |
| 6 | Barbara Joan Fisheries Inc. | 638 | 114998 | JOSEPHINE | 567244 | N |

**NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 27 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI 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 Gardian Doc/Reg # 927059
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Integrity Fishing Co.

Name of Authorized Representative (print):

Michael Walsh

Title: President

List all permits including those listed in 4.

Permit Number: ~~188322~~ MRI _____

Permit Number: ~~251242~~ MRI 1199

Permit Number: 330638 MRI 682

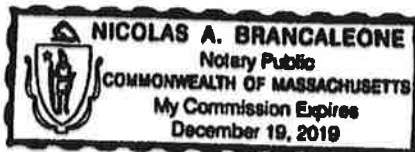
Permit Number: 320135 MRI 560

Permit Number: 150353 MRI 854

Permit Number: _____ MRI _____

Notary Public:





**NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 27 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name ATLANTIC PRINCE Doc/Reg # G12005
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Michael Walsh*

Owner/Entity Name:

Michael Walsh

Name of Authorized Representative (print):

Michael Walsh

Title: Owner

List all permits including those listed in 4.

Permit Number: 147979 MRI 507

Permit Number: 149914 MRI 850

Permit Number: 310337 MRI 506

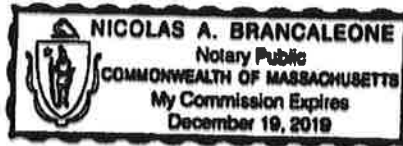
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicholas G. Brancaleone



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

THIS ADHERENCE AGREEMENT is entered into as of this 20 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

K.D.L. Fisheries

Name of Authorized Representative (print):

Michael Walsh

Title: President

List all permits including those listed in 4.

Permit Number: 150920 MRI 1999

Permit Number: 150923 MRI 447

Permit Number: 410501 MRI 919

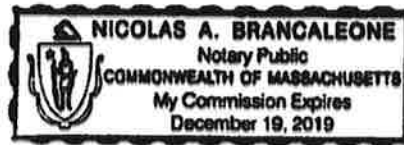
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:





**NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 27 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Andrew Walsh*

Owner/Entity Name:

Andrew Walsh

Name of Authorized Representative (print):

Andrew Walsh

Title: Owner

List all permits including those listed in 4.

Permit Number: 150747 MRI 1750

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

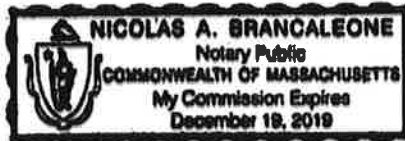
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicolas A. Brancaleone



**NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 20 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:

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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 VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *John Bramante*

Owner/Entity Name:

Seagold Fisheries Co.

Name of Authorized Representative (print):

Salvatore Bramante

Title: Operating Manager

List all permits including those listed in 4.

Permit Number: 149581 MRI 918

Permit Number: 330636 MRI 580

Permit Number: _____ MRI _____

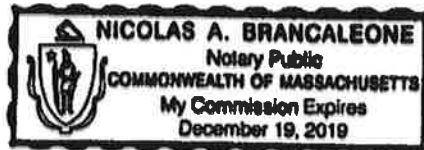
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicholas A. Brancaleone



**NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

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Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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Continued on next page

NORTHEAST FISHERY SECTOR VI
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT ,
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Jon Bramante*

Owner/Entity Name:

Courier Fishing Co.

Name of Authorized Representative (print):

Salvatore Bramante

Title: President

List all permits including those listed in 4.

Permit Number: 149690 MRI 342

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

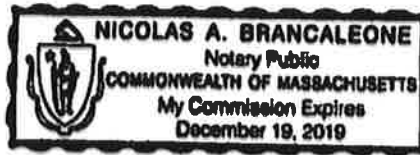
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicholas A. Brancaleone



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

THIS ADHERENCE AGREEMENT is entered into as of this 27 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:

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name AMERICA Doc/Reg # 1121393
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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Continued on next page

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

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

Signature of Authorized Representative:

x. *Jon Bramante*

Owner/Entity Name:

America Fishing Corp.

Name of Authorized Representative (print):

Salvatore Bramante

Title: President

List all permits including those listed in 4.

Permit Number: 830792 MRI 713

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

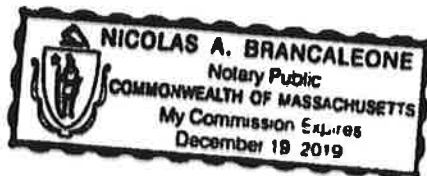
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicolas A. Brancaleone



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

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

3. Member acknowledges that; NEFS VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI 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 AMERICAN PRIDE Doc/Reg # 600545
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *Jon Bramante*

Owner/Entity Name:

American Pride Fishing LLC

Name of Authorized Representative (print):

Salvatore Bramante

Title: President

List all permits including those listed in 4.

Permit Number: 320378 MRI 010

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

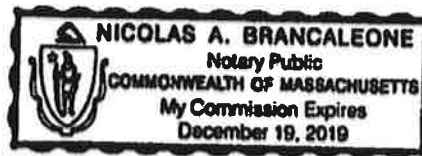
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Nicholas A. Brancaleone



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

THIS ADHERENCE AGREEMENT is entered into as of this 28th 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI 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>Freedom</u> | Doc/Reg # | <u>900545</u> |
| Fishing Vessel Name | <u>Unnamed</u> | Doc/Reg # | <u>RI4295N</u> |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. William R. Palombo

Owner/Entity Name: Palombo Fishing Corp.

William R. Palombo

Name of Authorized Representative (print):

William R. Palombo

Title: President

List all permits including those listed in 4.

Permit Number: 320780 MRI 3935

Permit Number: 149792 MRI 1540

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Tracy Ann Jaker
9/23/15

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

THIS ADHERENCE AGREEMENT is entered into as of this 30 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 VI 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 VI (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 VI has adopted December 31, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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

Continued on next page

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

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

11/30/12

Signature of Authorized Representative:

x. Michael J Fallon

Owner/Entity Name:

Barbara Joan Fisheries

Name of Authorized Representative (print):

Michael J Fallon

Title: President

List all permits including those listed in 4.

Permit Number: 114998 MRI 638

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



JILL M. RAMUNDO
Notary Public, State of New York
No. 01RA6123311, Suffolk County
Commission Expires, March 07, 2013

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

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 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 VI 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 VI (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 VI has adopted March 29, 2013 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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Active Member: (LIST ACTIVE VESSELS)

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

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

Non-Active Member

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Continued on next page

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

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

Signature of Authorized Representative:

x. Richard A. Birarelli

Owner/Entity Name:

E/V Jean B

Name of Authorized Representative (print):

Richard A. Birarelli

Title: Owner / President

List all permits including those listed in 4.

Permit Number: 224/63 MRI 1833

Permit Number: _____ MRI _____

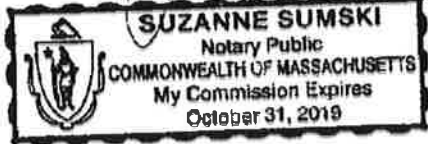
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Suzanne Sumski


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

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 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 VI 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 VI (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.

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

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. *[Signature]*

Owner/Entity Name:

F/V SHOOTING STAR INC

Name of Authorized Representative (print):

JOSEPH J BIRARELLI

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 231525 MRI 201

Permit Number: _____MRI_____

Permit Number: _____MRI_____

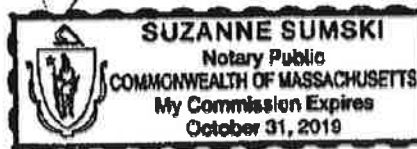
Permit Number: _____MRI_____

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Notary Public:

[Signature]



National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:51 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: COURIER II

Northeast Federal Fishery Permit: 149690

US Coast Guard Doc #/State Registration # : MS4178AK

Primary Owner|Corporation Name: COURIER FISHING INC

Address:

14 ALYSSA DRIVE

WAKEFIELD, MA 01880

Phone: (617) 482-0040

Hailing Port: BOSTON, MA.

Principal Port: BOSTON, MA.

Sector: NEFS 6

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 |
| | | | | 01- | 30- |

| | | | | | |
|------|-----|---|--|-------------------|-------------------|
| 2013 | HRG | D | HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013 | MAY- 13 | APR- 14 |
| 2013 | LO | 1 | AMERICAN LOBSTER - NON -TRAP - 2013 | 01- MAY- 13 | 30- APR- 14 |
| 2013 | MNK | E | MONKFISH - INCIDENTAL CATEGORY E - 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 | 02- 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, 4:52 pm

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Most Recent Vessel Data

Vessel: SKIFF 4

Northeast Federal Fishery Permit: 150747

US Coast Guard Doc #/State Registration # : MS5439AU

Primary Owner|Corporation Name: ANDREW WALSH

Address:

204 CEDAR STREET

STOUGHTON, MA 02072

Phone: (781) 316-7675

Hailing Port: BOSTON, MA.

Principal Port: BOSTON, MA.

Sector: Not in a Sector

Valid Sector LOA? N/A

Most Recent Northeast Federal Fishery Permit Data

| Permit Year | Plan | Category | Description | Start Date | End Date |
|-------------|------|----------|---|-------------|-------------|
| 2012 | BLU | 1 | BLUEFISH - COMMERCIAL - 2012 | 01- MAY- 12 | 30- APR- 13 |
| 2012 | BSB | 1 | BLACK SEA BASS - COMMERCIAL MORATORIUM - 2012 | 01- MAY- 12 | 30- APR- 13 |
| | | | | 01- | 30- |

| | | | | | |
|------|-----|---|--|-------------------|-------------------|
| 2012 | DOG | 1 | SPINY DOGFISH - COMMERCIAL - 2012 | MAY- 12 | APR- 13 |
| 2012 | FLS | 1 | SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2012 | 01- MAY- 12 | 30- APR- 13 |
| 2012 | HRG | D | HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012 | 01- MAY- 12 | 30- 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 | RCB | A | RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012 | 27- APR- 12 | 28- FEB- 13 |
| 2012 | SCP | 1 | SCUP - COMMERCIAL MORATORIUM - 2012 | 01- MAY- 12 | 30- APR- 13 |
| 2012 | SKT | 1 | SKATE - 2012 | 01- MAY- 12 | 30- APR- 13 |
| 2012 | SMB | 1 | LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 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 |
| 2012 | TLF | 1 | TILEFISH - COMMERCIAL/INCIDENTAL - 2012 | 01- MAY- 12 | 30- APR- 13 |

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:52 pm

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Most Recent Vessel Data

Vessel: GUARDIAN

Northeast Federal Fishery Permit: 330638

US Coast Guard Doc #/State Registration # : 927059

Primary Owner|Corporation Name: INTEGRITY FISHING CORPORATION

Address:

204 CEDAR STREET

STOUGHTON, MA 02072

Phone: (781) 344-3614

Hailing Port: BOSTON, MA.

Principal Port: BOSTON, MA.

Sector: NEFS 6

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 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | DOG | 1 | SPINY DOGFISH - COMMERCIAL - 2013 | 10- MAY- 13 | 30- APR- 14 |
| | | | | 10- | 30- |

| | | | | | |
|------|-----|---|--|-------------------|-------------------|
| 2013 | HRG | D | HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013 | MAY- 13 | APR- 14 |
| 2013 | LGC | C | SCALLOP - LAGC - INCIDENTAL - 2013 | 10- MAY- 13 | 28- FEB- 14 |
| 2013 | LO | 1 | AMERICAN LOBSTER - NON - TRAP - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | MNK | D | MONKFISH - CATEGORY D - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | MUL | A | NE MULTISPECIES - INDIVIDUAL DAS - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | OQ | 6 | OCEAN QUAHOG - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | RCB | A | RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013 | 10- MAY- 13 | 28- FEB- 14 |
| 2013 | SCP | 1 | SCUP - COMMERCIAL MORATORIUM - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | SF | 1 | SURF CLAM - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | SKT | 1 | SKATE - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | SMB | 3 | SQUID/BUTTERFISH - INCIDENTAL - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | SMB | 4 | ATLANTIC MACKEREL - 2013 | 10- MAY- 13 | 30- APR- 14 |
| 2013 | TLF | 1 | TILEFISH - COMMERCIAL/INCIDENTAL - 2013 | 10- MAY- 13 | 30- APR- 14 |