

1 SECTOR OPERATIONS PLAN AND AGREEMENT

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

5
6 **Recitals**

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

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

15 **Agreement**

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

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

23 2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a
24 person must hold a limited access Northeast multi-species permit and meet all other Sector
25 eligibility requirements established from time to time by the Sector's Board of Directors (the

1 “Board”). Any person wishing to become a Sector member must submit an application no later
2 than sixty (60) days prior to the annual deadline by which Sector applications must be
3 submitted to NMFS. Sector membership shall be effective upon admission of a member by the
4 Board and acceptance by execution by such member of the Sector’s Membership Agreement.
5 Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion
6 provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing
7 year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement.
8 The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit”
9 (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), associated with the Sector’s
10 allocations under Amendment 16 are identified on the attached **Exhibit A**, which may be
11 amended from time to time in accordance with this Agreement and the Sector’s Bylaws.
12 **Vessels are not listed in Exhibit A because this is a lease-only Sector, and there will not be any**
13 **active vessels in FY 2014 .**

14 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP
15 defines a sector as a group of three or more persons, none of whom have an ownership interest
16 in the other two persons in the sector. This criterion has been fulfilled with permit # 149675
17 under the distinct ownership of F/V EMILIE INC., permit # 150666 under the distinct ownership
18 of Boston Sustainable Fishing Preservation Fund., and permit # 150592 under the distinct
19 ownership of The Gloucester Fishing Community Preservation Fund, Inc.

20 3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with
21 the requirements of Amendment 16 that all state and federal permits held by Members or
22 assigned to Members’ vessels be disclosed in each sector’s bi-annual operations plan. This
23 sector will be a lease-only sector in 2014 which will cause all state and federal non-groundfish
24 permits/endorsements associated with the sector vessels to be inactive in FY 2014 .

25 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all
26 documents necessary to obtain the Sector’s Amendment 16 bi-annual catch entitlement
27 (“ACE”). The Sector shall request all universal exemptions granted to sectors under
28 Amendment 16 and relating multispecies implementing regulations; and any special

1 exemptions the Board deems appropriate. The special exemptions initially requested by the
2 Sector are identified on the “Harvesting Rules” attached hereto as **Exhibit C**.

3 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is
4 composed of allocations for each species of Northeast multispecies groundfish allocated by
5 Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and
6 conditions of this Agreement, each Member shall be entitled to transfer an amount of the
7 Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such species
8 that the Sector receives as a result of such Member’s membership in the Sector. The amount of
9 Sector ACE a Member may transfer, as adjusted by transfers and Sector retainages made in
10 accordance with this Agreement, is referred to hereafter as a Member’s “Harvest Share”. Each
11 Member may transfer its Harvest Share only under the terms and conditions of this Agreement
12 and in compliance with the restrictions imposed by the Manager (as defined below), the
13 Enforcement Committee (as defined below) and the Board in accordance with this Agreement.
14 Any other attempted transfer of a Member’s Harvest Share shall be a breach of this Agreement.

15 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a
16 person to act as the Sector’s authorized agent in all NMFS and New England Fishery
17 Management Council matters (the “Manager”), and a person to serve as the registered agent
18 for receiving service of process on behalf of the Sector (the “Registered Agent”). The
19 procedures for appointing the Manager and the Registered Agent shall be as provided in the
20 Sector’s Bylaws, as the same may be amended from time to time. The Manager and the
21 Registered Agent may be the same person. The Manager shall be responsible for preparing and
22 filing all reports required of the Sector under Amendment 16 and the related implementing
23 regulations. Vito Giacalone, will serve as the registered agent for receiving service of process
24 on behalf of the Sector, and will serve as the NEFS IV Sector Manager.

25 6.1 Communication with Sector. The Manager is the primary point of contact for
26 all communications on behalf of the Sector and all communications regarding NEFS IV should be
27 directed accordingly. In addition to the Sector Manager, Paula Sullivan is authorized to act on behalf of

1 the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:
2 Angela Sanfilippo, Dale Brown, Jacqueline Odell, Vito Giacalone

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

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

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

8 7.1 Reserve. No Reserve is required for FY 2014. Sector Members will not
9 harvest sector ACE. The sector manager will utilize Inter and Intra sector transfers to move ace
10 between members and to fully utilize the ACE allocated to the Sector.

11 7.2 Harvest Share Use. This Sector is comprised of non-active Members only,
12 who shall not harvest Sector ACE, including without limitation, their own Harvest Share.
13 Members may transfer (lease) harvest share between members and the sector manager will
14 execute transfers of sector ACE through inter-sector leasing.

15 7.3 Harvest Share Transfer. Subject to the terms and conditions of this
16 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or
17 more Active Member(s) on such terms and conditions as the transferor Member and the
18 transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall
19 become effective until the Manager has received actual notice of such transfer. No Member
20 may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE to any
21 person other than an Active Member unless the Board first authorizes such transfer in writing.
22 Any such transfer shall be subject to such terms and conditions as the Board may adopt from
23 time to time, including but not limited to establishment of procedures to implement a Right of
24 First Offer (the "ROFO") that is extended to Active Members of the Sector, Active Members of
25 other Northeast Fishery Sectors, and certain other parties in accordance with the terms and
26 conditions established by the Board. Without limiting the foregoing, the Sector Board of
27 Directors may condition, review, approve and restrict transfers of Harvest Shares to non-

1 Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation
2 and ensure that the Sector’s management and administrative costs can be recouped through
3 reasonable Sector membership fees established by the Board.

4 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt
5 such restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the
6 Sector’s compliance with Amendment 16 and related implementing regulations (such
7 restrictions referred to hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on
8 **Exhibit C**. Each Member shall conduct their harvest of the Sector’s ACE in strict compliance
9 with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such
10 Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The Manager
11 shall annually develop a Sector fishing plan (the “Fishing Plan”), that promotes harvest of the
12 Sector’s ACE **in accordance with the Harvesting Rules**, and shall make the Fishing Plan available
13 to Active Members prior to the commencement of the fishing season. However, at this time
14 no active members comprise this sector.

15 7.5 Re-direction Of Effort. As of the Effective Date, the Members have not
16 identified any anticipated redirection of fishing effort resulting from Sector formation and
17 operations. Since IV NEFS will operate exclusively as a “lease only” sector, all federal and state
18 permits and endorsements associated with IV NEFS Member vessels will remain dormant
19 throughout the 2014 fishing year. Pursuant to the requirements of Amendment 16, the Sector
20 shall report all Member fishing activity known to it as part of its annual report.

21 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
22 NA

23 7.7 Consolidation and Redistribution of ACE: In FY 2013, 0% of the permits enrolled in
24 the NEFS IV for FY 2014 are attached to vessels actively fishing for NE multispecies. For FY
25 2014, 50 permits are currently enrolled in NEFS IV. The member permits that are not attached
26 to active NE multispecies vessels in FY 2014 are the same permits that leased out their harvest
27 share in FY 2010, 2011, 2012 and 2013; and their DAS allocations in FY 2009. NEFS IV will lease a

1 majority of its Sectors ACE to NEFS II and NEFS III, for utilization by active vessels enrolled in
2 these sectors. This leasing will have the net positive effect of minimizing the potential of
3 consolidation of active vessels enrolled in those sectors that have historically participated in the
4 multispecies fishery.

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

19 9. Catch Monitoring and Reporting. At this time no active members comprise this
20 sector.

21 10. Breach and Remedies for Breach. The benefits associated with Sector membership
22 will only accrue to the Members if each of them strictly complies with this Agreement. Each
23 Member will make significant operational and financial commitments based on this Agreement,
24 and any Member's failure to fulfill any of its obligations under this Agreement could have
25 significant adverse consequences for some or all other Members. Any failure by a Member to
26 fulfill any of its obligations under this Agreement shall constitute a breach of this Agreement.
27 Each Member shall be bound by the procedures set forth in this Section for determining
28 whether a Member has breached this Agreement. The Sector shall be entitled to the remedies

1 set forth in this Section if a Member is determined by the Sector to have breached this
2 Agreement. Each Member shall take all actions and execute all documents the Manager deems
3 necessary or convenient to give effect to the provisions of this Section.

4 10.1 Liquidated Damages Schedule and Schedule Amendments. NA

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

16 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA

17 10.4 Liquidated Damages Calculation. NA

18 10.5 Notice to Vessel Masters; Assumption of Liability. NA At this time no active
19 members comprise this sector.

20 10.6 Liquidated Damages Security. NA

21 10.7 Manager Action in Response to Apparent Breach. The Manager shall
22 monitor the Members’ compliance with the terms and conditions of this Agreement. If the
23 Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager
24 shall investigate the matter, and if the Manager concludes that a Member has breached this
25 Agreement, the Manager shall notify such Member of the apparent breach and (if such breach
26 is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach.
27 If such Member fails to demonstrate to the Manager, in the Manager’s sole and absolute

1 discretion, that no breach occurred, or to cure the breach within the time period directed by
2 the Manager, taking into account the magnitude of the breach and the potential consequences
3 of the breach for the Sector and the other Members, the Manager shall notify the Member in
4 writing that the Manager is referring the alleged breach to the Enforcement Committee, and
5 shall notify the Enforcement Committee in writing of the alleged breach and the proposed
6 liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure
7 period described above, the Manager concludes it is necessary for the protection of the
8 interests of the Sector and its Members, the Manager may issue a “Stop Fishing Order” to the
9 Member in apparent breach, and if such Member fails to cause the vessels harvesting its
10 Harvest Share to immediately stop fishing, the sector manager may take any action he/she
11 deems necessary including without limitation, self help or court action which may include the
12 seeking of injunctive relief.

13 10.8 Member Appeals. NA

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

28 10.10 Liquidated Damages Collection and Related Expenses. NA

1 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA

2 10.12 Distribution of Damages. NA

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

13 In consideration of the foregoing, each Member agrees to indemnify, defend and hold the
14 Sector and all other Members harmless from and against all liabilities, claims, fines, penalties
15 and forfeitures of any nature whatsoever arising out of or related to any breach of this
16 Agreement related to such Active Member's use of Sector ACE, and each Member agrees to
17 indemnify, defend and hold the Sector and the other Members harmless from and against all
18 liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or
19 related to such Member's breach of this Agreement. Each Member authorizes the Board to
20 require that a Member's obligations under this Section 11 be secured by a surety.

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

1 membership of a Member in breach of its payment or performance obligations under this
2 Agreement, as the Board deems appropriate in its sole discretion.

3 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date,
4 above, a Member that is eligible to terminate such Member's Sector membership may do so
5 only by providing written notice to that effect to all other Members sixty (60) days prior to the
6 NMFS established Sector Roster Enrollment deadline for the upcoming fishing year, or such
7 date as the Board may from time to time establish for that purpose (the "Termination Date")
8 each year. Currently this deadline is established as December 1st. A Member that fails to
9 provide such notice by the Termination Date shall be deemed to have automatically renewed
10 its Sector membership for the following year, and all other Members shall be entitled to act in
11 reliance on such renewal accordingly. If any Member provides a membership termination
12 notice by the Termination Date, each of the other Members shall have ten (10) days from the
13 date they receive such notice to terminate their membership as well, notwithstanding the
14 Termination Date notice deadline. Termination of membership in the Sector shall be effective
15 as of the final day of the current fishing year.

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

25 Termination of membership shall not relieve a person or entity of any obligations under this
26 Agreement related to the period during which such person or entity was a Member, including
27 but not limited to liquidated damages obligations for breach of this Agreement, consequential

1 damages obligations for breaches resulting from acts of gross negligence or willful misconduct,
2 or indemnification obligations related to such person or entity's actions as a Member.

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

18 14. Stop Fishing Order; Injunctive Relief. NA

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

1 Transferee applies for and is admitted to Sector membership in accordance with Section 2,
2 above.

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

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

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

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

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

27 The Sector shall, without limiting the foregoing rights and procedure, also have the right to
28 enforce any decision against any Member in breach by an action for specific performance,

1 declaratory relief, *lis pendens* or any other action in a court of law having jurisdiction of the
2 parties, it being understood and agreed that the Federal court for the District of Massachusetts
3 and the Massachusetts Superior Court for the County where the registered office of the Sector
4 is located shall be deemed to have such jurisdiction

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

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EXHIBIT A

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

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

MRI	Permit Number	Vessel Name	Owner/Entity
125	150722	DOLPHIN	Gloucester Fishing Community Preservation Fund, Inc
147	151157	CABARET IV II	Gloucester Fishing Community Preservation Fund, Inc
200	150568	SAINT JUDE	Gloucester Fishing Community Preservation Fund, Inc
210	151247	MELISSA SUE II	Gloucester Fishing Community Preservation Fund, Inc
234	150600	AVALON II	Gloucester Fishing Community Preservation Fund, Inc
246	150592	ACME	Gloucester Fishing Community Preservation Fund, Inc
272	151247	MELISSA SUE II	Gloucester Fishing Community Preservation Fund, Inc
356	150560	LADY OF THE ROSARY	Gloucester Fishing Community Preservation Fund, Inc
358	150926	JOSEPH AND LUCIA	Gloucester Fishing Community Preservation Fund, Inc
421	149838	SALVATORE	KDL, INC
432	150590	ST FRANCIS	Gloucester Fishing Community Preservation Fund, Inc
444	150513	HOLY FAMILY	Gloucester Fishing Community Preservation Fund, Inc
467	150479	OVER THE HORIZON	Gloucester Fishing Community Preservation Fund, Inc
468	150621	ST GEORGE	Gloucester Fishing Community Preservation Fund, Inc
476	150582	ST STEPHEN	Gloucester Fishing Community Preservation Fund, Inc
498	149675	JUNE	F/V EMILIE INC
502	150550	SANTA LUCIA	Gloucester Fishing Community Preservation Fund, Inc
505	150781	CAPE MAY	Gloucester Fishing Community Preservation Fund, Inc
594	241218	ENDEAVOR	Gloucester Fishing Community Preservation Fund, Inc
665	150914	MISS JUDITH II	Gloucester Fishing Community Preservation Fund, Inc
684	150762	LADY IN BLUE	Gloucester Fishing Community Preservation Fund, Inc
794	150929	CHARLOTTE G II	Gloucester Fishing Community Preservation Fund, Inc
843	150791	LITTLE FLOWER	Gloucester Fishing Community Preservation Fund, Inc
868	150749	LEVIATHAN	Boston Sustainable Fishing Preservation Fund Inc
985	150784	TEXAS	Gloucester Fishing Community Preservation Fund, Inc
1011	150802	VINCIE N	Gloucester Fishing Community Preservation Fund, Inc
1263	150546	ST BERNADETTE	Gloucester Fishing Community Preservation Fund, Inc
1279	150527	ST VICTORIA	Gloucester Fishing Community Preservation Fund, Inc
1320	150659	BONAVENTURE	Gloucester Fishing Community Preservation Fund, Inc
1332	150532	ST MARY	Gloucester Fishing Community Preservation Fund, Inc
1447	150827	KATIE D	Gloucester Fishing Community Preservation Fund, Inc
1491	150600	BLUE SURF	Gloucester Fishing Community Preservation Fund, Inc
1530	150539	ST JOSEPH	Gloucester Fishing Community Preservation Fund, Inc
1551	150592	DOLORES J II	Gloucester Fishing Community Preservation Fund, Inc
1650	150512	SAINT NICHOLAS	Gloucester Fishing Community Preservation Fund, Inc
1709	150531	HOLY CROSS	Gloucester Fishing Community Preservation Fund, Inc
1712	150553	SANTA MARIA	Gloucester Fishing Community Preservation Fund, Inc
1812	150666	CURLEW	Boston Sustainable Fishing Preservation Fund Inc
1855	150589	SKIFF III	Gloucester Fishing Community Preservation Fund, Inc
1867	150669	JEAN D ARC	Gloucester Fishing Community Preservation Fund, Inc
1880	150789	CAPE COD	Gloucester Fishing Community Preservation Fund, Inc
1967	150544	ST ROSALIE	Gloucester Fishing Community Preservation Fund, Inc
2004	150514	ST PETER	Gloucester Fishing Community Preservation Fund, Inc
2023	150523	OUR LADY OF FATIMA	Gloucester Fishing Community Preservation Fund, Inc
2044	150789	LITTLE HUNTER III	Gloucester Fishing Community Preservation Fund, Inc
2112	150564	LADY OF GOOD VOYAGE	Gloucester Fishing Community Preservation Fund, Inc
2356	150551	MOTHER & GRACE	Gloucester Fishing Community Preservation Fund, Inc
2678	151157	AMERICAN EAGLE	Gloucester Fishing Community Preservation Fund, Inc
2739	151254	THERESA R	Gloucester Fishing Community Preservation Fund, Inc
4304	150781	STEPHANIE LYNN II	Gloucester Fishing Community Preservation Fund, Inc

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There are no Active Members in NEFS IV.

EXHIBIT B

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

The following table represents those Limited Access Multispecies Permits held by Sector Members that were not signed into a Sector:

All eligible permits held by Members of NEFS IV have been enrolled in a Sector for FY 2013-2014

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

MRI	Permit	F/V Name	Registration	Federal Permits									State Perm
				Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass	Highly Migratory Species	Coastal Lobster
246	150592	ACME	MS7975AS		D	3, 4	1			D	A1, A2, AOC		
2678	151157	AMERICAN EAGLE	MS4092AX										
234	150600	AVALON II	MS7757AY			3,4	1			D	1		
1491	150600	BLUE SURF	MS8273AS		D	3,4				D			
1365	150589	BLUE WATERS	MS7976AS		E	3,4				D	A1		
1320	150659	BONAVENTURE	MS4145AT		E	3,4				D	1, A1		
147	151157	CABARET IV II	MS7756AY		E	3,4				D			
1880	150789	CAPE COD	MS5818AU		E	3,4				D	1, AOC		
505	150781	CAPE MAY	MS5020AU		C	3,4				D	1		
794	150929	CHARLOTTE G II	MS9862AV		C	1,3,4		1		D	1	1	
1812	150666	CURLEW	MS3257AX		D	3,4	1	1		D	1,A2,AOC	1	
1551	150592	DOLORES J II	MS7754AY		E	3,4				D			
125	150722	DOLPHIN	MS3099AU		E					D			
594	241218	ENDEAVOR	907355	A									
1709	150531	HOLY CROSS	MS7177AS		D	3,4					1		
444	150513	HOLY FAMILY	MS7173AS		C	3,4				D	1		
1867	150669	JEAN D'ARC	MS4517AU		E	3,4				D	1		
358	150926	JOSEPH & LUCIA	MS9863AV	A	D	1,3,4	1	1		D	1	1	
498	149675	JUNE	MS0108FV		E		1	1		D	1	1	
1447	150827	KATIE D	MS8875AU		C	1,3,4	1	1		D	1	1	
684	150762	LADY IN BLUE	MS5386AU	C	C	3,4				D	1		
2112	150564	LADY OF GOOD VOYAGE	MS7605AS		E	3,4	1			D	1,A1,AOC	1	
356	150560	LADY OF THE ROSARY	MS7606AS		E	3,4		1		D			
868	150749	LEVIATHAN	MS3890AX		C	3,4	1	1		D	1	1	
843	150791	LITTLE FLOWER	MS5821AU		D	1,3,4	1	1		D	1,A2	1	
2044	150789	LITTLE HUNTER III	MS7755AY		E	3,4				D			
210	151247	MELISSA SUE II	MS7901AX		E	3,4				D	1		
272	151247	MELISSA SUE II	MS5083BA	A	E	3,4	1	1		D	1	1	
665	150914	MISS JUDITH II	MS9861AV		C	1,3,4	1	1		D	1	1	
2356	150551	MOTHER & GRACE	MS7604AS		E	3,4				D			
2023	150523	OUR LADY OF FATIMA	MS7178AS		E	3,4	1	1		D	1		
467	150479	OVER THE HORIZON	MS9445AR		E	3,4				D	1,A1,AOC		
1263	150546	SAINT BERNADETTE	MS7750AS		D	1,3,4	1	1		D	1	1	
432	150590	SAINT FRANCIS	MS7978AS		C	3,4				D	1		
468	150621	SAINT GEORGE	MS4146ZG		E	3,4	1	1		D	1		
1530	150539	SAINT JOSEPH	MS7751AS		C	3,4		1		D	1,A1		
200	150568	SAINT JUDE	MS7607AS		D	3,4				D	1		
1332	150532	SAINT MARY	MS7179AS		E	3,4				D	1,A1		
1650	150512	SAINT NICHOLAS	MS7172AS		E	3,4				D	1,A1		
2004	150514	SAINT PETER	MS7176AS		E	3,4				D	1,A1		
1967	150544	SAINT ROSALIE	MS7175AS		E					D			
476	150582	SAINT STEPHEN	MS7977AS		D	3,4				D	1		
1279	150527	SAINT VICTORIA	MS7174AS		E	3,4				D	A1,A2		
421	149838	SALVATORE	MS5113AX		E	3,4	1	1		D	1		
502	150550	SANTA LUCIA	MS7286AS		C					D	1		
1712	150553	SANTA MARIA	MS7608AS		E	1,3,4		1		D	1,A2	1	
1855	150589	SKIFF III	MS7759AY		E	3,4				D	1,A1		
985	150784	TEXAS	MS5822AU		C	3,4				D	1		
2739	151254	THERESA R	MS7899AX		E	3,4				D			
1011	150802	VINCIE N	MS6699AU		C	1,3,4		1		D	1	1	

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **LEASE-ONLY SECTOR / NO Active Vessels**

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

5 *The Members and the Participating Vessels of **Northeast Fishery Sector IV** agree to be legally*
6 *bound to follow the Harvesting Rules for the Fishing Year 2014 as described herein, in*
7 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*
8 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*
9 *Multispecies vessels. The Members and the Participating Vessels will not harvest Sector ACE or*
10 *engage in other fishing activity for the Fishing Year 2014 . The Sector ACE will only be utilized*
11 *through Inter-Sector ACE transfers primarily to NEFS II and NEFS III.*

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

13

Stock	Allocated ACE
GB Cod East	13502
GB Cod West	147884
GOM Cod	175507
GB Haddock East	1172537
GB Haddock West	840021
GOM Haddock	40512
GB Yellowtail Flounder	12131
SNE/MA Yellowtail Flounder	29532
CC/GOM Yellowtail Flounder	57745
Plaice	283152
Witch Flounder	114248
GB Winter Flounder	51810
GOM Winter Flounder	98281
SNE/MA Winter Flounder	34496
Redfish	1546840
White Hake	759861
Pollock	1789861

14

- 1 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively
2 lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish
3 stocks.
- 4 **2. QUOTA MANAGEMENT:** Sector members will use a PC based software for collecting data,
5 reporting transfers, and logbook information.
- 6 **3. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-
7 Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS
8 reduction proposed in Amendment 16 for common pool vessels. Members will be allowed to
9 lease DAS to other sectors/members.
- 10 **4. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
11 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip
12 Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-
13 VTRs in the format required by NERO. Sector Members will execute all documents necessary to
14 meet legal requirements for the purpose of facilitating e-VTR service.
- 15 **5. WEEKLY REPORTS:** The Sector Manager, or his/her designated representative, will submit
16 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The
17 Sector will submit required reports, using the format and procedures prescribed by NMFS. The
18 reports required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed*
19 *Report*, and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically,
20 the *Sector Manager Detailed Report* provides information down to the sub-trip level about each
21 sector trip for a given week, regardless of completeness of the data. The information includes
22 stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager*
23 *Trip Issue Report* provides information about the sector trips for a given week that have
24 enforcement or other issues. One *Issue Report* is submitted per reporting period. The *Sector*
25 *Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross
26 check totals as stipulated in Amendment 16. In the event that the Sector triggers daily
27 reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides
28 the mean for a sector manager to report their ACE status calculations on a daily basis if either
29 of the two thresholds specified in 5.1 below are reached in the current FY. These reports are
30 cumulative in nature from the start of the fishing year until the current reporting week and are
31 adjusted retroactively as data becomes available or issues documented in JIRA are resolved.
32 JIRA is an issue tracking application implemented by NMFS, which should be used to report all
33 data quality issues to the appropriate people for research and correction process.

34

1 **5.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** Because no
2 participating vessels will catch groundfish, no increased reporting frequency is
3 required.

4 **5.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector
5 Manager will include any enforcement or reporting compliance issues, including
6 violations of Operations Plan (excluding those sections identified as
7 administrative provisions); regulations; or general problems with monitoring or
8 sectors operations in their *Trip Issue Report* which is submitted to NMFS.

9 **6. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager
10 will submit an annual report to NMFS and the Council that summarizes: fishing (Leasing/
11 Transferring) activities of Members, including harvest levels of all species by sector vessels
12 (landings and discards by gear types); enforcement actions; and any other relevant information
13 required to evaluate the performance of the Sector. The sector will submit required reports
14 using the format and procedure prescribed by NMFS.

15 **7. DATA RECONCILIATION:** The Sector Manager will verify that ACE transfers are reconciled
16 with the Sectors that have participated with the sector for consistency. The Sector will receive
17 the data electronically to expedite and automate data reconciliation. If a discrepancy is
18 detected, the Sector Manager will notify the other sector(s) and NMFS of the discrepancy and
19 will note discrepancies on the weekly report until resolved.

20 **8. REVISED FOR FUTURE USE:** In order to facilitate electronic data transmission from the
21 sector's vessels to a data collection and distribution web portal, an administrative exemption
22 may or may not be required to allow the server to relay catch reports and logbook data on
23 behalf of sector member vessels.

24 **9. DATA MANAGEMENT:** All data necessary for sector ACE management, including all elements
25 of VTR logbook and daily / weekly reporting requirements will be input electronically.
26 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,
27 the **Sector's server** will be capable of collecting, storing, converting and relaying all data
28 elements necessary to meet all reporting requirements in the formats required by the
29 recipients

30 **10. PROOF OF SECTOR MEMBERSHIP:** For the fishing year 2014 , no members / vessels of
31 Northeast Fishery Sector IV will be authorized to harvest the Sector's ACE. Therefore, LOAs
32 would not be a necessary component of this Sectors operations.
33

1 **11. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all
2 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following
3 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

4 **11.2 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**

5 **11.3 REQUIREMENT TO POWER A VMS WHILE AT DOCK:**

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

10 **12.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-
11 sector (between members) within the guidelines and procedures contained in the FMP
12 and as amended by Amendment 16. The Sector would accept any future relief in the
13 length and horsepower constraints of the program that may be authorized by the RA in
14 the future.

15 **12.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-
16 at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only
17 with Members of other Sectors whom are similarly exempt. Members acknowledge
18 that such DAS leasing would not be exempted from existing length and horsepower
19 constraints as currently contained in applicable regulations.

20 **12.3 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one
21 Environmental Assessment for all sectors seeking authorization for Fishing Year 2014 ,
22 and that NMFS communication has stated that if an exemption is approved for one
23 Sector, all other authorized Sectors can be similarly approved for that specific
24 exemption based on the terms and conditions of the originally requesting sector. In
25 light of this understanding, NEFS IV will request authorization for such exemptions it
26 deems beneficial for its operations, prior to the publication of the final authorizing rule.

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

1 **14. DOCKSIDE MONITORING AND AT-SEA MONITORING:** This Sector will operate as a Lease-
2 Only Sector in fishing year 2014 . No members of Northeast Fishery Sector IV will actively
3 engage in fishing activities with the MRI permits or vessels listed as “Members” in exhibit A.

4

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent
3 those sections of **NEFS IV** Agreement and related Exhibits that are Administrative in nature and
4 therefore not subject to enforcement by the National Marine Fisheries Service, as required to be
5 specified by sector regulations 50 CFR 648.87(b)(2)(x). This Sector will operate as a LEASE-ONLY Sector
6 in FY 2014 . No member or member vessel/s will be authorized to harvest Sector ACE or to otherwise
7 engage in fishing activities during the 2014 fishing year. Therefore, provisions of A16 and the Northeast
8 multi-species FMP and this Operations Plan and Agreement that are applicable to fishing / harvesting
9 activities are implicitly irrelevant to the FY 2014 operations of Northeast Fishery Sector IV. Note: Some
10 provisions of this Operations Plan and Agreement are not applicable while the sector is a Lease-Only
11 operation and are designated: "NA" (not applicable). Those provisions that are administrative are listed
12 in this addendum and designated with "NA".

13 **SECTOR OPERATIONS PLAN AND AGREEMENT**

- 14 1. Sector Name.
- 15 2. Sector Eligibility and Membership.
- 16 4. Sector Allocation and Exemptions.
- 17 5. Distribution of Sector ACE.
- 18 6. Sector Manager and Registered Agent.
- 19 7. Consolidation Plan.
- 20 7.1 Harvest Share Reserve
- 21 7.2 Harvest Share Use.
- 22 7.3 Harvest Share Transfer.
- 23 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
24 applies to Harvesting Rules Sections 1, 5, 6, 7, and 11 which are enforceable and therefore not
25 considered administrative under this section.
- 26 7.5 Re-direction Of Effort.
- 27 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 28 7.7 Consolidation and Redistribution of ACE:

- 1 8. Release of Catch Data.
- 2 9. Catch Monitoring and Reporting.
- 3 10. Breach and Remedies for Breach.
- 4 10.1 Liquidated Damages Schedule and Schedule Amendments. NA
- 5 10.2 Enforcement Committee.
- 6 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA
- 7 10.4 Liquidated Damages Calculation. NA
- 8 10.5 Notice to Vessel Masters; Assumption of Liability. NA
- 9 10.6 Liquidated Damages Security. NA
- 10 10.7 Manager Action in Response to Apparent Breach.
- 11 10.8 Member Appeals. NA
- 12 10.9 Voluntary Compliance.
- 13 10.10 Liquidated Damages Collection and Related Expenses. NA
- 14 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA
- 15 10.12 Distribution of Damages. NA
- 16 11. Joint Liability and Indemnification.
- 17 12. Membership Termination
- 18 14. Stop Fishing Order; Injunctive Relief. NA
- 19 15. Permit Transfer/Sale.
- 20 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 21 17. Sector Membership Fees.
- 22 18. Binding Arbitration.

1 19. Amendment and Incorporation by Reference.

2

3

EXHIBIT C

4

HARVESTING RULES

5 2. QUOTA MANAGEMENT:

6 7. DATA RECONCILIATION:

7 8. RESERVED FOR FUTURE USE:

8 9. DATA MANAGEMENT:

9 13. DATABASE MANAGEMENT:

10

11

EXPLANATORY ADDENDUM

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

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

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

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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

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appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Day-to-Day Sector Operations	Vitofish@earthlink.net , pryangfcpf@aol.com ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
Elizabeth Etrie/ Vito Giacalone	Program Director, Northeast Sector Service Network/Manager	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Reporting i.e. vessel reporting requirements involving sector trips.						
Jackie Odell/Vito Giacalone	Executive Director, Northeast Seafood Coalition/Manager	Policy Issue						
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Sector Specific Research						
Vito Giacalone/Paula Sullivan	Manager/Admin Assistant	Sector Specific Outreach						

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NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 08 day of FEBRUARY 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 IV (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; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

6. 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 IV
FY 2014 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:

Boston Sustainable Fishing Resources

Name of Authorized Representative (print):

Tory Bramante

Title: Treas

List all permits enrolling in NEFS IV.

Permit Number: 150666 MRI 1812

Permit Number: 150749 MRI 868

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of FEBRUARY 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 IV (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; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

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NORTHEAST FISHERY SECTOR IV
FY 2014 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:

KDL, Inc

Name of Authorized Representative (print):

Michael Walsh

Title: Treas

List all permits enrolling in NEFS IV.

Permit Number: 149838 MRI 421

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 IV (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; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

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NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:



Owner/Entity Name:

FIV Emilie Inc

Name of Authorized Representative (print):

Joseph Orlando

Title: PRESIDENT

List all permits enrolling in NEFS IV.

Permit Number: 149675 MRI 498

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Susan Sandler
COMMISSION
expres
Jan 21. 2016

NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 IV (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; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

6. 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 IV
 FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
 ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

List all permits enrolling in NEFS IV.

Owner/Entity Name:

Glocester Fishing Community Reservation Fund, Inc.

Name of Authorized Representative (print):

Vito Giacalone

Title: Exec. Admin

MRI	Permit Number
246	150592
2678	151157
234	150600
1491	150600
 	
1320	150659
147	151157
1880	150789
505	150781
794	150929
1551	150592
125	150722
594	241218
1709	150531
444	150513
1867	150669
358	150926
1447	150827
684	150762
2112	150564
356	150560
843	150791
2044	150789
210	151247
272	151247
665	150914
2356	150551
2023	150523
467	150479
200	150568
502	150550
1712	150553
1855	150589
1263	150546

NORTHEAST FISHERY SECTOR IV
FY 2014 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

<u>432</u>	<u>150590</u>
<u>468</u>	<u>150621</u>
<u>1530</u>	<u>150539</u>
<u>1332</u>	<u>150532</u>
<u>1650</u>	<u>150512</u>
<u>2004</u>	<u>150514</u>
<u>1967</u>	<u>150544</u>
<u>476</u>	<u>150582</u>
<u>1279</u>	<u>150527</u>
<u>4304</u>	<u>150781</u>
<u>985</u>	<u>150784</u>
<u>2739</u>	<u>151254</u>
<u>1011</u>	<u>150802</u>

[Handwritten signature]

Notary Public:

Susan Sandler
Commission
expires
Jan. 21, 2016



HARVESTING RULES

1.0 QUOTA MANAGEMENT

ANNUAL CATCH ENTITLEMENT: The members agree that they will not collectively lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks.

QUOTA MANAGEMENT: Sector members will use a PC based software for collecting data, reporting transfers, and logbook information.

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

WEEKLY/DAILY REPORTS: The Sector Manager, or his/her designated representative, will submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will submit required reports, using the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level about each sector trip for a given week, regardless of completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides information about the sector trips for a given week that have enforcement or other issues. One *Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their ACE status calculations on a daily basis if either of the two thresholds specified in 5.1 below are reached in the current FY. These reports are cumulative in nature from the start of the fishing year until the current reporting week and are adjusted retroactively as data becomes available or issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which should be used to report all data quality issues to the appropriate people for research and correction process.

REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING: Because no participating vessels will catch groundfish, no increased reporting frequency is required.

ENFORCEMENT ISSUES: The Members acknowledge that the Sector Manager will include any enforcement or reporting compliance issues, including violations of

Operations Plan (excluding those sections identified as administrative provisions); regulations; or general problems with monitoring or sectors operations in their *Trip Issue Report* which is submitted to NMFS.

2.0 ADMINISTRATIVE

DATA MANAGEMENT: All data necessary for sector ACE management, including all elements of VTR logbook and daily / weekly reporting requirements will be input electronically. Notwithstanding reporting requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be capable of collecting, storing, converting and relaying all data elements necessary to meet all reporting requirements in the formats required by the recipients

PROOF OF SECTOR MEMBERSHIP: For the fishing year 2014, no members / vessels of Northeast Fishery Sector IV will be authorized to harvest the Sector's ACE. Therefore, LOAs would not be a necessary component of this Sectors operations.

ANNUAL REPORT: Within sixty (60) days of the end of the fishing year the Sector Manager will submit an annual report to NMFS and the Council that summarizes: fishing (Leasing/ Transferring) activities of Members, including harvest levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and any other relevant information required to evaluate the performance of the Sector. The sector will submit required reports using the format and procedure prescribed by NMFS.

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

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

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

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

DAYS AT SEA: Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction proposed in Amendment 16 for common pool vessels. Members will be allowed to lease DAS to other sectors/members.

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

- Length and horsepower restrictions of the DAS leasing program.
- Requirement to maintain VMS powered while at dock.

3.0 MONITORING

DOCKSIDE MONITORING AND AT-SEA MONITORING: This Sector will operate as a Lease-Only Sector in fishing year 2014. No members of Northeast Fishery Sector IV will actively engage in fishing activities with the MRI permits or vessels listed as “Members” in exhibit A.

4.0 GEAR REQUIREMENTS - NA



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



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Business Entity Summary

ID Number: 640961351

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Summary for: GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.

The exact name of the Nonprofit Corporation: GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 640961351		Old ID Number: 000951298	
Date of Organization in Massachusetts: 05-10-2007			
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 10 WITHAM ST.			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The name and address of the Resident Agent:			
Name: UNKNOWN			
Address: NONE			
City or town, State, Zip code, Country: NONE, MA 00000 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	ANGELA SANFILIPPO	3 BEAUPORT AVE. GLOUCESTER, MA 01930 USA	n/a
TREASURER	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	n/a
CLERK	DALE BROWN	37 BEACON ST. GLOUCESTER, MA 01930 USA	
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE. GLOUCESTER, MA 01930 USA	
DIRECTOR	VITO GIACALONE	4 EDGEWOOD RD. GLOUCESTER, MA 01930 USA	
DIRECTOR	DALE BROWN	37 BEACON ST. GLOUCESTER, MA 01930 USA	
DIRECTOR	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	n/a

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- Articles of Consolidation - Foreign and Domestic
- Articles of Consolidation - Domestic and Domestic

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Business Entity Summary

ID Number: 001007994

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Summary for: **BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC.**

The exact name of the Nonprofit Corporation: BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC.			
The name was changed from: BOSTON SUSTAINABLE FISHING COMMUNITY PRESERVATION FUND, INC. on 08-05-2010			
Entity type: Nonprofit Corporation			
Identification Number: 001007994			
Date of Organization in Massachusetts: 07-10-2009			
Last date certain:			
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 42-44 BOSTON FISH PIER			
City or town, State, Zip code, Country: BOSTON, MA 02110 USA			
The name and address of the Resident Agent:			
Name: MICHAEL WALSH			
Address: 204 CEDAR ST.			
City or town, State, Zip code, Country: STOUGHTON, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	MICHAEL WALSH	204 CEDAR ST. STOUGHTON, MA 01930 USA	
TREASURER	SALVATORE TORY BRAMANTE	14 ALYSSA DR. WAKEFIELD, MA 01880 USA	
CLERK	BERNARD BRAMANTE JR.	36 GUMWOOD LANE WAKEFIELD, MA 01880 USA	
DIRECTOR	MICHAEL WALSH	204 CEDAR ST. STOUGHTON, MA 01930 USA	
DIRECTOR	SALVATORE TORY BRAMANTE	14 ALYSSA DR. WAKEFIELD, MA 01880 USA	
DIRECTOR	FRANK GABLE PH.D.	42-44 BOSTON FISH PIER BOSTON, MA 02210 USA	
DIRECTOR	BERNARD BRAMANTE JR.	36 GUMWOOD LANE WAKEFIELD, MA 01880 USA	
DIRECTOR	ANDREW WALSH	171 PLEASANT ST., APT. 3 STOUGHTON, MA 01930 USA	

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Business Entity Summary

ID Number: 000745225

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Summary for: F/V EMILIE, INC.

The exact name of the Domestic Profit Corporation: F/V EMILIE, INC.

Entity type: Domestic Profit Corporation

Identification Number: 000745225

Old ID Number: 000000000

Date of Organization in Massachusetts: 03-13-2001

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 01/01

The location of the Principal Office:

Address: 28 DALE AVE.

City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA

The name and address of the Registered Agent:

Name: JOSEPH ORLANDO

Address: 7 BIRCH GROVE HEIGHTS

City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA
TREASURER	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA
SECRETARY	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA
CLERCK	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA
DIRECTOR	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA

Business entity stock is publicly traded:

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

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares

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Business Entity Summary

ID Number: 043265703

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Summary for: INTEGRITY FISHING CORPORATION

The exact name of the Domestic Profit Corporation: INTEGRITY FISHING CORPORATION

The name was changed from: KDL, INC. on 03-31-1997

Merged with INTEGRITY FISHING CORPORATION on 03-31-1997

Entity type: Domestic Profit Corporation

Identification Number: 043265703

Old ID Number: 000491024

Date of Organization in Massachusetts: 02-08-1995

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 00/00

The location of the Principal Office:

Address: 204 CEDAR STREET

City or town, State, Zip code, Country: STOUGHTON, MA 02072 USA

The name and address of the Registered Agent:

Name: MICHAEL WALSH

Address: 204 CEDAR ST

City or town, State, Zip code, Country: STOUGHTON, MA 02072 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	MICHAEL F. WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
TREASURER	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
SECRETARY	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
DIRECTOR	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
DIRECTOR	MICHAEL F. WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA

Business entity stock is publicly traded:

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

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	15,000	\$ 0.00	2,000

Consent

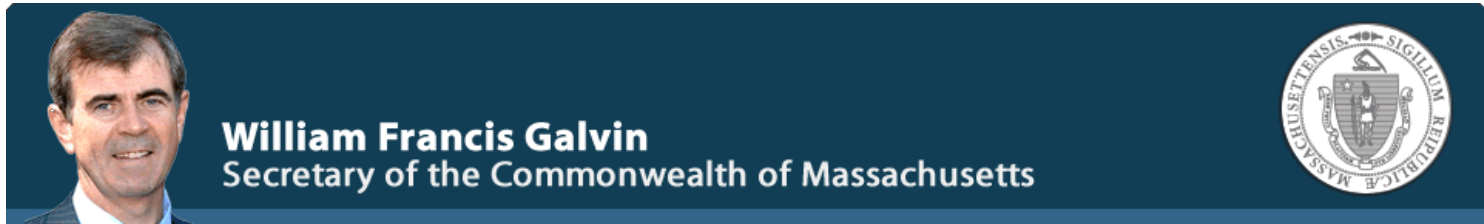
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Business Entity Summary

ID Number: 001003612

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Summary for: IV NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: IV NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 001003612			
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/ Day: 12/31		Previous Fiscal Month/ Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The name and address of the Resident Agent:			
Name: VITO GIACALONE			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
TREASURER	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

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William Francis Galvin, Secretary of the Commonwealth of Massachusetts
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