

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is  
3 entered into as of September 1, 2010 (the "Effective Date"), by and among Northeast Fishery  
4 Sector V ("NEFS V") 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 V  
21 Northeast Fishery Sector. 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), and the vessels that will  
10 harvest the Sector’s Amendment 16 allocations are identified on the attached **Exhibit A**, which  
11 may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

12       2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a  
13 sector as a group of three or more persons, none of whom have an ownership interest in the  
14 other two persons in the sector. This criteria has been fulfilled with permit # 410410, under  
15 the distinct ownership of Lightning Bay Inc., permit #320658 under the distinct  
16 ownership of Erin Fisheries Inc., and permit # 320657 under the distinct ownership  
17 of Travis and Natalie Inc.

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

21       4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all  
22 documents necessary to obtain the Sector’s Amendment 16 annual catch entitlement (“ACE”).  
23 The Sector shall request all universal exemptions granted to sectors under Amendment 16 and  
24 relating multispecies implementing regulations; and any special exemptions the Board deems  
25 appropriate. The special exemptions initially requested by the Sector are identified on the  
26 “Harvesting Rules” attached hereto as **Exhibit C**.

27       5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is  
28 composed of allocations for each species of Northeast multispecies groundfish allocated by

1 Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and  
2 conditions of this Agreement, each Member shall be entitled to harvest or transfer an amount  
3 of the Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such  
4 species that the Sector receives as a result of such Member’s membership in the Sector. The  
5 amount of Sector ACE a Member may harvest or transfer, as adjusted by transfers and Sector  
6 retainages including but not limited to the Reserve, made in accordance with this Agreement,  
7 is referred to hereafter as a Member’s “Harvest Share”. Each Member may harvest or transfer  
8 its Harvest Share only under the terms and conditions of this Agreement and in compliance  
9 with the restrictions imposed by the Manager (as defined below), the Enforcement Committee  
10 (as defined below) and the Board in accordance with this Agreement. Any other attempted  
11 harvest or transfer of a Member’s Harvest Share shall be a breach of this Agreement.

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

22       6.1 Communication with Sector. The Manager is the primary point of contact  
23 for all communications on behalf of the Sector and all communications regarding NEFS V should  
24 be directed accordingly. However, in limited situations, where NMFS has reason to  
25 communicate with the Board of Directors of NEFS V, rather than its Manager, or in addition to  
26 the Manager, the communication should be in writing and sent in hard copy to all Board  
27 members. After the Board has had an opportunity to discuss the issue as needed, a written  
28 reply, electronic or by post, will be provided from the President, of NEFS V; with the entire

1 Board being carbon copied on such communication. In the event communication with the  
2 Board of NEFS V is necessary, the following link should be utilized to ensure that the  
3 communication is directed to the current Board.

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

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

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

25 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or  
26 before March 1, 2011 (the "Notification Date"), and on or before succeeding Notification Dates  
27 established by the Board for FY 2011 and thereafter of their intention to harvest Sector ACE  
28 ("Active Members") may harvest Sector ACE. Each Member's notice that such Member intends



1 to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active  
2 Members shall not harvest Sector ACE, including without limitation, their own Harvest Share.  
3 No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share.  
4 Harvest of each Member's Harvest Share shall be subject to all NMFS and other management  
5 regulations generally applicable to the Sector's ACE (including but not limited to seasonal  
6 apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater  
7 percentage of each Member's Harvest Share may be harvested in any season or area than the  
8 percentage of the related Sector ACE allocation permitted to be harvested in such season or  
9 area. The Manager may impose and enforce additional restrictions on each Active Member's  
10 harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

19                   (a) Not fishing in ACE-accountable fisheries;

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

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

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

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

9 7.3 Harvest Share Transfer. Subject to the terms and conditions of this  
10 Agreement, each Member may transfer some or all of such Member’s Harvest Share to one or  
11 more other Members on such terms and conditions as the transferor Member and the  
12 transferee Member(s) may agree. No transfer of a Member’s Harvest Share shall become  
13 effective until the Manager has received actual notice of such transfer. No Member may  
14 transfer any portion of such Member’s Harvest Share to any person other than another Sector  
15 Member unless the Board first authorizes such transfer in writing. Any such transfer shall be  
16 subject to such terms and conditions as the Board may adopt from time to time, including by  
17 not limited to establishment of procedures to implement Right of First Offer (the “ROFO”).  
18 Right of First Offer, that is extended in accordance with the terms and conditions established  
19 by the Board shall be in favor of first, the Active Members of NEFS V, second, the Active  
20 Members of the other Northeast Fishery Sectors, and third other interested parties. Without  
21 limiting the foregoing, the Sector Board of Directors may condition, review, approve and  
22 restrict transfers of Harvest Shares to non-Members as it deems necessary to promote the  
23 harvest of the Sector’s entire ACE allocation and ensure that the Sector’s management and  
24 administrative costs can be recouped through reasonable Sector membership fees established  
25 by the Board.<sup>1</sup>

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<sup>1</sup> 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

1                   7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt  
2 such restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the  
3 Sector’s compliance with Amendment 16 and related implementing regulations (such  
4 restrictions referred to hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on  
5 Exhibit C. Each Active Member shall conduct their harvest of the Sector’s ACE in strict  
6 compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure  
7 such Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The  
8 Manager shall annually develop a Sector fishing plan that promotes harvest of the Sector’s ACE  
9 in accordance with the Harvesting Rules in accordance with the Harvesting Rules and shall make  
10 the Fishing Plan available to Active Members prior to the commencement of the fishing season.

11                   7.5 Re-direction Of Effort. Based on data compiled within the first four months  
12 of Fishing Year May 1, 2010 – April 30, 2011; The NEFS V anticipates that some vessels may also  
13 participate in the following fisheries to a greater extent than in previous years due to decreased  
14 opportunities to participate in the groundfish fishery, though these are fisheries that NEFS V  
15 vessels have historically participate in:

- 16                   • Fishery: Squid Gear: small mesh trawl
- 17                   • Fishery: Whiting Gear: small mesh trawl
- 18                   • Fishery: Scallop Gear: trawl, dredge
- 19                   • Fishery: Lobster Gear: trap
- 20                   • Fishery: Monkfish Gear: trawl, gillnet
- 21                   • Fishery: Skate (winter & bait) Gear: trawl, gillnet

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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.

- Fishery: Dogfish Gear: trawl, gillnet

#### 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16

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

#### 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and

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

In FY 2010, 88% of the permits which are enrolled in the NEFS V Sector for FY 2011 are attached to vessels actively fishing for NE Multispecies. For FY 2011, the NEFS V Sector has 34 permits currently enrolled. Of those 34 permits, 27 (79%) are anticipated to actively fish for NE multispecies in FY 2011. While these numbers may change, the NEFS V Sector expects that compared to FY 2010 there would be no change from the consolidation rate that previously occurred within the sector during FY 2010. The member permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits that leased out their PSC in FY 2010. In most cases, a member who owns multiple permits fished the DAS allocations and ACE of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in little additional consolidation.

8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the V, Northeast Fishery Sector Inc., of information that is considered

1 to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the  
2 catch of various species of fish associated with the limited access Northeast multispecies permit  
3 with the Moratorium Right Identifiers (MRIs) listed above submitted to the National Marine  
4 Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has  
5 authority to access. This information includes data required to be submitted or collected by  
6 NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer  
7 reports, Northeast Fishery Observer Program data, catch and landings history data, Sector  
8 dockside and at-sea monitoring data, enforcement data, and all other information associated  
9 with the vessel, MRI #, and/or permit records.

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

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

1 Each Member shall be bound by the procedures set forth in this Section for determining  
2 whether a Member has breached this Agreement. The Sector shall be entitled to the remedies  
3 set forth in this Section if a Member is determined by the Sector to have breached this  
4 Agreement. Each Member shall take all actions and execute all documents the Manager deems  
5 necessary or convenient to give effect to the provisions of this Section.

6           10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs  
7 and damages which may be suffered or incurred by Members as the result of any Member  
8 harvesting Sector ACE in excess of the amount such Member is authorized to harvest under this  
9 Agreement, or otherwise breaching this Agreement, will be difficult to calculate. The loss, costs  
10 and damages the Members and the Sector could suffer as the result of a Member harvesting  
11 more Sector ACE than its Harvest Share, or otherwise breaching this Agreement, are likely to  
12 substantially exceed the market value of the excess harvest. Consequently, the Sector may  
13 impose and assess upon any breaching Member the liquidated damages amounts as  
14 established under Section 10.3, below.

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

26           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than  
27 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the  
28 market value of an unprocessed pound of each Allocated Species (each such value being a

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

15           10.4 Liquidated Damages Calculation. The liquidated damages amount for each  
16 pound by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest  
17 Share for such species shall be the relevant Base Value, multiplied by the relevant liquidated  
18 damages multiplier. The liquidated damages amounts for breaches of this Agreement, other  
19 than over-harvest of a Member’s Harvest Share shall be as provided on **Exhibit D.**

20           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
21 Member’s Harvest Share, or participating in a fishery that may require utilization of a Member’s  
22 Harvest Share (i.e., non-exempt monkfish), will be under the day-to-day command of the  
23 vessel’s master who will to a significant degree have control over whether the vessel is  
24 operated in compliance with this Agreement. Each Member shall ensure that the master(s) of  
25 the vessel(s) harvesting such Member’s Harvest Share are aware of the terms and conditions of  
26 this Agreement governing the harvest of such Member’s Harvest Share, including without  
27 limitation the Harvesting Rules, and shall have confirmed their agreement to abide by such

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

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

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



1           10.8 Member Appeals. A Member receiving notice of an alleged breach and  
2 proposed liquidated damages shall have five (5) days from the date that the Member receives  
3 the notice to request an appeal hearing before the Enforcement Committee. If a Member fails  
4 to request a hearing within such 5-day appeal period, the Member's right of appeal shall expire,  
5 the Member shall be deemed to have breached this Agreement in accordance with the  
6 Manager's determination, and the Member shall be obligated to pay the related liquidated  
7 damages. If a Member timely requests an appeal hearing, the Manager shall consult with the  
8 Enforcement Committee and schedule an Enforcement Committee meeting for that purpose.  
9 The Enforcement Committee shall make reasonable efforts to schedule the meeting at a time  
10 and place such that the Member requesting the appeal is able to attend, and shall provide the  
11 Member with at least thirty (30) days advance written notice of the time and place of the  
12 meeting. At such meeting, the Enforcement Committee shall provide the Manager with an  
13 opportunity to present evidence of the apparent breach, and shall provide the Member in  
14 apparent breach with a reasonable opportunity to rebut such evidence. Per Section 9, above,  
15 the catch and delivery data produced by the Manager shall be presumed accurate, and, absent  
16 manifest error, each Member's obligations under this Agreement and all related documents  
17 may be enforced to their fullest extent on the basis of such data. If the Enforcement  
18 Committee determines that a Member breached this Agreement, the Sector shall have the right  
19 to collect from such Member the liquidated damages amount provided for such breach under  
20 this Agreement.

21           10.9 Voluntary Compliance. In connection with breaches of this Agreement for  
22 which a Member is liable to the Sector or other Sector Members for liquidated damages, the  
23 Sector shall provide the breaching Member fifteen (15) days prior notice of its intent to exercise  
24 its rights of collection, during which period the Member may propose an alternative method of  
25 compensating the Sector and other Sector Members for the damages suffered as the result of  
26 such Member's breach. The Enforcement Committee may approve or disapprove any  
27 alternative form of compensation in its sole discretion, provided that if the breach at issue is an  
28 overharvest of a Member's Harvest Share, there shall be no liquidated damages imposed if the  
29 Member in breach obtains sufficient Harvest Share from other Members to offset the

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

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

27           10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In  
28 addition to the liquidated damages imposed under this Section 10, each Member shall be liable

1 for consequential damages in connection with a breach of this Agreement resulting from the  
2 Member's gross negligence or willful misconduct. Each Active Member shall be liable for the  
3 consequential damages arising out of or related to the gross negligence or willful misconduct of  
4 the captain operating such Active Member's vessel(s).

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

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

27 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold  
28 the Sector and all other Members harmless from and against all liabilities, claims, fines,

1 penalties and forfeitures of any nature whatsoever arising out of or related to any breach of  
2 this Agreement related to such Active Member's harvest of Sector ACE, and each Member  
3 agrees to indemnify, defend and hold the Sector and the other Members harmless from and  
4 against all liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising  
5 out of or related to such Member's breach of this Agreement. Each Member's indemnification  
6 obligation under this Section 11 is separate from and in addition to each Member's liquidated  
7 damages and consequential damages obligations under Section 10, above. Each Member  
8 authorizes the Board to require that a Member's obligations under this Section 11 be secured  
9 by a surety.

10           12. Membership Termination. No Member may terminate its membership in the Sector  
11 other than in accordance with this Section 12. A Member that has agreed to join the Sector  
12 prior to the Effective Date may withdraw from Sector membership prior to the Effective Date  
13 without penalty or prejudice. Thereafter, only a Member that is not in breach of this  
14 Agreement and that has no outstanding Sector performance or payment obligations may  
15 terminate its membership in the Sector, and may do so only in compliance with the terms and  
16 conditions of this Section 12. Notwithstanding the foregoing, the Board may terminate the  
17 membership of a Member in breach of its payment or performance obligations under this  
18 Agreement, as the Board deems appropriate in its sole discretion.

19 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date,  
20 above, a Member that is eligible to terminate such Member's Sector membership may do so  
21 only by providing written notice to that effect to all other Members on or before July 1, or such  
22 date as the Board may from time to time establish for that purpose (the "Termination Date")  
23 each year. A Member that fails to provide such notice by the Termination Date shall be  
24 deemed to have automatically renewed its Sector membership for the following year, and all  
25 other Members shall be entitled to act in reliance on such renewal accordingly. If any Member  
26 provides a membership termination notice by the Termination Date, each of the other  
27 Members shall have ten (10) days from the date they receive such notice to terminate their

1 membership as well, notwithstanding the Termination Date notice deadline. Termination of  
2 membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

17 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a  
18 knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is  
19 either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after  
20 being appealed, and which such Member fails to cure through voluntary compliance approved  
21 by the Enforcement Committee pursuant to Section 10.9, or by paying liquidated damages in  
22 accordance with Section 10.10; (iii) perpetrating a fishery regulation violation that exposes  
23 Sector Members to joint liability for such violation. A Member shall be immediately and  
24 automatically expelled from the Sector if such Member ceases to be eligible to participate in  
25 the Sector or if such Member engages in conduct that exposes the Sector or other Sector  
26 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled  
27 Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled  
28 Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that

1 were levied prior to the date of expulsion, or to pay liquidated damages and costs and fees  
2 related to an action or omission by the expelled Member that preceded the date of expulsion.  
3 The Sector shall notify NMFS immediately upon a Sector Member's expulsion; by electronic  
4 email, followed by posted mail.

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

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

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

1           14.1 The Sector, acting through the Manager, has the authority to issue to any  
2 Member that the Manager determines is in breach a Stop Fishing Order, and upon such  
3 issuance, such Member shall immediately cause all vessels harvesting its Harvest Share to cease  
4 doing so, and such Member shall not permit the vessels harvesting its Harvest Share to resume  
5 doing so unless and until the Manager rescinds the Stop Fishing Order. Each Member hereby  
6 releases the Sector, all other Members and the Manager from any and all liability of any nature  
7 whatsoever, including but not limited to both contractual and tort liability, for any direct or  
8 indirect, incidental or consequential losses or damages that a Member may suffer as a result of  
9 complying with a Stop Fishing Order.

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

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

20           15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a  
21 Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended  
22 from time to time by the Board. Right of First Refusal, that is extended in accordance with the  
23 terms and conditions established by the Board shall be in favor of first, the Active Members,  
24 second, the Active Members of the other Northeast Fishery Sectors, and third other interested  
25 parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to a person  
26 who is not an Member unless such person assumes all of the transferring Member's obligations  
27 under this Agreement as of the effective date of such transfer. A person other than a Member  
28 who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with

1 this Section 15 (a “Transferee”) shall only be eligible to participate in the Sector for the balance  
2 of the fishing year during which the transfer occurs, and thereafter may only remain a Sector  
3 Member if such Transferee applies for and is admitted to Sector membership in accordance  
4 with Section 2, above.<sup>2</sup>

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

11           16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold  
12 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on  
13 the Manager exercising reasonable independent business judgment in good faith in reviewing  
14 and approving or disapproving Members’ fishing plans, monitoring harvest of the Sector’s ACE,  
15 and enforcing the terms and conditions of this Agreement. Each Member hereby waives and  
16 releases any and all claims against the Manager arising out of or relating to Manager’s  
17 performance under this Agreement, other than those arising solely from the gross negligence  
18 or willful misconduct by the Manager, as conclusively determined by a court of final and

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<sup>2</sup> 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.



1 competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify,  
2 defend and hold the Manager harmless from and against any third party claims, damages, fines,  
3 penalties and liabilities of any kind whatsoever asserted against the Manager in connection  
4 with the Manager's performance under this Agreement, other than those arising out of gross  
5 negligence or willful misconduct by the Manager.

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

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

18 The party's written request for arbitration shall include the name of the arbitrator selected by  
19 the party requesting arbitration. The respondent party shall have ten (10) days to provide  
20 written notice of the name of the arbitrator it has selected, if any. If the other party timely  
21 selects a second arbitrator, the two arbitrators will jointly select a third arbitrator within ten  
22 (10) days. If the other party does not timely select the second arbitrator, there shall be only the  
23 one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the  
24 arbitration hearing as soon as possible thereafter. Any arbitrator must have no material ties to  
25 the Sector or any Member. The decision of the arbitrator (or in the case of a three (3)  
26 arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be  
27 conducted under the rules of (but not by) the American Arbitration Association. The parties will  
28 be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole

1 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party  
2 shall bear its own costs of preparation and presentation, unless, in the case of the Sector, the  
3 Board determines to assess such costs to the applicable Member, which costs shall be  
4 immediately due and payable. In no event will arbitration be available pursuant to this  
5 paragraph after the date when commencement of such legal or equitable proceedings based on  
6 such claim, dispute, or other matter in question would be barred by an applicable statute of  
7 limitations.

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

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

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

1 six months old, unless and until the Sector is properly qualified under State and Federal law as a  
2 collective marketing association

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

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**EXHIBIT A**

**Sector Membership Fishing Year 2011 (May 1, 2011 to April 30, 2012)**

To be provided on September 10, 2010 Roster/Contract Deadline

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

[INSERT TABLE]

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

[INSERT TABLE]

1  
2  
3  
4

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1 **EXHIBIT B**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year**  
3 **2011 (May 1, 2011 to April 30, 2012)**

4 To be provided on September 10, 2010 Roster/Contract Deadline

5  
6 The following table represents those Limited Access Multispecies Permits held by Sector  
7 Members that were not signed into a Sector:

8  
9 [INSERT TABLE]

10  
11  
12 Additional Information on federal and state permits associated with Sector Vessels and Sector  
13 Members can be located at TAB 7.

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1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2011 (May 1, 2011 to April 30, 2012)**

4 *The Members and the Participating Vessels of V, **Northeast Fishery Sector Inc.**, agree to be*  
5 *legally bound to follow the Harvesting Rules for the Fishing Year 2011 as described herein, in*  
6 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*  
7 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*  
8 *Multispecies vessels. Members and the Participating Vessels of NEFS V will fish primarily in*  
9 *SNE/MA, inshore Georges Bank, offshore Georges Bank.*

10 **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

11

12 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest  
13 more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks.  
14 Furthermore, the members agree that once an annual ACE is reached no member will fish  
15 commercially with any fishing gear capable of catching any of the allocated groundfish stocks or  
16 other species managed under plan within the applicable area(s); except in those situations  
17 where a member is participating in an exempted fishery The Sector members may resume  
18 fishing activities if additional ACE is secured through inter-sector ACE transfer.

19 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and  
20 dockside monitors will use a PC based software for collecting data, reporting catch, landings  
21 and discards, and reporting catch area information for logbook and stock attribution purposes.  
22 The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release  
23 targets by species and individual member Harvest Share targets as they relate to the Sector

1 targets. Interim and annual targets will be considered in the development of the Sector's  
2 Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for  
3 the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to  
4 utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding  
5 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  
7 target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted  
8 by ACE transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer  
9 system. The Sector, through their Board, may alter the RESERVE holdback percentages for any  
10 or all stocks held by the Sector to prevent under harvest of the Sector's ACE.

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

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

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

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

31 **8. START TRIP NOTICE:** Sector vessels will copy the Sector Manager on all trip start messages  
32 required through the Dockside Monitoring Program.

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

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

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

14 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit  
15 complete catch records to the Sector Manager electronically via VMS email or other electronic  
16 means prior to entering port to End a Trip. Catch reports will include, at a minimum, all data  
17 elements of fully compliant VTR logbook record/s and the Dockside Monitoring Program. The  
18 Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to  
19 meet programmatic (SAP) or internal quota management requirements. In the event a Member  
20 vessel is unable to submit his catch records electronically, the Member, will have no more than  
21 twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of  
22 vessel offload.

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

28 **14. WEEKLY REPORTS:** The Sector Manager will submit Weekly Sector Reports of all landings  
29 and discards by sector vessels, to NMFS, as required. The Sector will submit required reports ,  
30 using the format and procedures prescribed by NMFS. Weekly Reports must include any  
31 violations and/or investigative referrals. The reports required by NMFS are the *Sector Manager*  
32 *ACE Status Report, Sector Manager Detailed Report, and Sector Manager Trip Issue Report* as  
33 codified in §648.87(b)(1)(vi)(B).

34  
35 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The  
36 reporting due date for the sector manager's weekly report will be increased to daily when either

1 80% of any of the sector's ACEs is reached, or when, for two consecutive weekly reporting  
2 periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first.  
3 Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for  
4 Gulf of Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger  
5 will have been reached and sector reporting will be changed to daily. The Sector Manager, or a  
6 designated representative, will notify NMFS via mail or email immediately if this, or an agreed  
7 upon alternative threshold, has been met that triggers daily reporting.

8  
9 An alternative threshold for increasing reporting frequency may be implemented during  
10 FY 2011 if agreed upon by the sector and NMFS.

11  
12  
13 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager  
14 will submit an annual report to NMFS and the Council that summarizes: fishing activities of  
15 Members, including harvest levels of all species by sector vessels (landings and discards by gear  
16 types); enforcement actions; and any other relevant information required to evaluate the  
17 performance of the Sector. In addition, the Annual Report will report the number of sector  
18 vessels that fished for regulated groundfish and their permit numbers (when such disclosure  
19 does not violate protection of confidentiality); number of vessels that fished for other species;  
20 method used to estimate discards; landing port used by sector vessels while landing groundfish;  
21 and any other additional information requested by the Regional Administrator for inclusion in  
22 the Annual Report. The Sector will submit required reports using the format and procedures  
23 prescribed by NMFS.

24  
25 **16. DATA RECONCILIATION:** The Sector Manager will verify that Dealer and Dockside Monitor  
26 (if the trip is monitored) are consistent. The Sector will receive the data electronically to  
27 expedite and automate data reconciliation. If a discrepancy is detected, the Sector Manager will  
28 notify the DM vendor and the Dealer of the discrepancy and will note discrepancies on the  
29 weekly report until resolved. For the purpose of monitoring Sector ACE and preventing ACE  
30 overages, the Sector Manager will consider the higher value(s) of landings from each report  
31 (Dealer Weigh Out Slip and DSM) until the discrepancy is reconciled. The Sector Manager will  
32 work with the DSM and Dealer and keep a reconciliation record and/or document signed by the  
33 dealer and the DSM vendor once reconciled.

34  
35 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip  
36 and apply logbook area information to calculate stock attribution ratios for all applicable  
37 species.

1 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his  
2 designated representative) will derive stock specific discards for each trip. If the trip is  
3 observed by either an ASM or a NEFOP observer, discards will be derived based on data  
4 collected during that trip and will account for all hauls (observed and unobserved) on that trip.  
5 If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
6 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard  
7 rates.

8 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the  
9 sector's vessels to a data collection and distribution web portal, an administrative exemption  
10 may or may not be required to allow the server to relay catch reports and logbook data on  
11 behalf of sector member vessels.

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

19 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be  
20 issued a Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall  
21 maintain the LOA on-board at all times while fishing for groundfish, as well as a copy of the  
22 Sector Agreement and Harvesting Rules. Furthermore, Members acknowledge that the Vessels  
23 must comply with all applicable Federal regulations not specifically exempted in the LOA.  
24

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

28 **22.1 120 DAY BLOCK REQUIREMENT OUT OF THE FISHERY FOR GILLNET VESSELS:**  
29 Sector vessels utilizing gillnets will be exempted from the 120 Block requirement  
30 articulated in 50 CFR § 648.82(j)(1)(ii).

31 **22.2 20 DAY SPAWNING BLOCK:** Sector vessels will be exempted from taking the 20  
32 day spawning block out of the fishery that is required of all vessels.

33 **22.3 LIMITATION ON THE NUMBER OF GILLNETS FOR DAY GILLNET VESSELS:** Sector  
34 vessels' utilizing gillnets will be exempted from the number of gillnet restriction

1 imposed on day category gillnet vessels, members utilizing this exemption agree not to  
2 exceed 150 nets per permit.

3  
4 **22.4 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**

5 Members will be exempted from the length and horsepower restrictions imposed on  
6 DAS leasing for NEFS V participating members and those members of other sectors that  
7 are granted this exemption.

8 **22.5 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE LEVEL:** Sector Vessels  
9 will be exempt from dockside monitoring coverage.

10 **22.6 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE FOR DIRECTED**  
11 **MONKFISH, SKATE AND DOGFISH TRIPS:** In the event the Sector is not exempted from  
12 all dockside monitoring requirements, Sector vessels that are on a directed monkfish,  
13 skate or dogfish trip will be exempt from dockside monitoring.

14 **22.7 YEAR ROUND ACCESS TO EASTERN US/CA AREA:** Members/Vessels acknowledge  
15 and agree that they are granted permission to access the Eastern US/CA Area year round,  
16 regardless of projections that the hard TAC applicable to the common pool will be caught.  
17 Members further acknowledge that access to this area on an accessible basis is conditioned on  
18 the Vessels availability of ACE.

19 **22.8 EXEMPTION FROM THE 6.5" CODEND MINIMUM MESH SIZE REQUIREMENT FOR**  
20 **TRAWL GEAR FOR SECTOR TRIPS UTILIZING A 5" MESH SIZE FOR TARGETED REDFISH**  
21 **TRIPS:** Sector vessels will be authorized to utilize a 5" mesh codend with trawl gear for  
22 directed redfish trips. Sector Vessels utilizing this exemption, must notify their Manager  
23 a minimum of 48 hours in advance of their trip and are required to have 100% observer  
24 coverage for all trips utilizing this gear. Furthermore, Sector Vessels utilizing this  
25 exemption will be required to submit daily catch reports to their Sector Manager, to  
26 ensure catch is harvested within the sectors ACE.

27 **22.9 EXEMPTION FROM ASSUMED DISCARD RATES FOR DIRECTED BAIT SKATE TRIPS,**  
28 **WHEN AN OBSERVER IS NOT PRESENT:** Sector vessels fishing under a Bait Skate Letter  
29 of Authorization, will be exempted from having an assumed discard rate deducted from  
30 their harvest share, and subsequently the Sector ACE for unobserved bait skate trips  
31 occurring during the months of June, July, August and September, in an area defined by  
32 straight lines connecting the following points, in order:

- 33 (1) The shoreline where 40°40' latitude meets Long Island;  
34 (2) 40°40'N 71°40'W;

- 1 (3) 41°00'N 71°40'W;
- 2 (4) 41°00'N 71°00'W;
- 3 (5) The shoreline where 71°00' longitude meets southeastern MA.

4 **22.10 AUTHORIZATION TO UTILIZE THE 250 X 40 CM ELIMINATOR TRAWL™ FOR**  
5 **SECTOR VESSELS:** Sector Vessels acknowledge that they are authorized to use an  
6 Eliminator Trawl™ with a fishing circle of 250 x 40 cm and larger, in all areas and for all  
7 purposes in which Eliminator Trawl™ (aka the “Ruhle trawl”) has been approved;  
8 including but not limited to Eastern U.S./Canada Area SAP and potential discard strata.

9  
10 **22.11 PROHIBITION ON PAIR TRAWLING:** Sector vessels will be exempt from the  
11 pair trawling restriction for FY 2011, though all sector vessels are restricted under this  
12 exemption to using either the Ruhle Trawl or the Eliminator Trawl during pair trawl  
13 operations.

14 **22.12 ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data  
15 transmission from the Sector’s vessels to a data collection and distribution web portal,  
16 an administrative exemption may or may not be required to allow the server to relay  
17 catch reports and logbook data on behalf of sector member vessels.

18 **22.13 GEAR RESTRICTIONS IN THE U.S. CANADA AREAS:** This exemption from the  
19 trawl gear requirements in the Eastern U.S./Canada Area, to allow either a standard  
20 otter trawl or modified versions of currently approved trawl gear (Ruhle trawl, a  
21 haddock separator trawl, or a flounder trawl net) to access the area.

22 **22.14 DSM REQUIREMENTS FOR VESSELS FISHING WEST OF 72°30' W. LONGITUDE**

23 **22.15 DSM REQUIREMENTS WHEN AT-SEA MONITOR HAS PREVIOUSLY OBSERVED**  
24 **THE TRIP**

25 **22.16 REQUIREMENT TO DELAY OFFLOADING DUE TO THE LATE ARRIVAL OF AN**  
26 **ASSIGNED MONITOR**

27 **22.17 PROHIBITION ON OFFLOADING UNALLOCATED SPECIES PRIOR TO ARRIVAL OF**  
28 **AN ASSIGNED MONITOR**

29  
30 **23. DOCKSIDE MONITORING PROGRAM:** The Sector plans on working collaboratively  
31 with certified Dockside Monitoring Provider(s) (“Provider”) to ensure that  
32 implementation of the dockside monitoring program adheres to applicable NMFS

1 Dockside Monitoring Standards as codified in 50 CFR 648.87(b)(1)(v)(B); as well as any  
2 internal needs that the Sector deems necessary. The following providers were approved  
3 by NMFS for FY 2010:

4  
5 A.I.S., Inc  
6 Atlantic Catch Data Limited  
7 East West Technical Services LLC  
8 MRAG Americas, Inc.  
9 Saltwater Inc.

10 While NMFS has not yet approved any providers for FY 2011, the sector will contract a NMFS-  
11 approved provider for dockside [and/or] at-sea monitoring services before May 1, 2011 and  
12 notify NMFS of its selection.

13 All contractual arrangements will be finalized before May 1, 2011 and the sector will notify  
14 NMFS of its selection(s) by email or mail.

15 If a vendor in which the Sector has contractual arrangements with is decertified during the  
16 fishing year, the Sector will negotiate new contractual arrangements with another certified  
17 vendor(s) and notify NMFS of these new agreements.

18 **23.1 RANDOMIZED DSM COVERAGE LEVELS:** Dockside monitoring (DSM) will be deployed  
19 by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5).  
20 The sector will work with the DSM provider to achieve the coverage level specified in the  
21 regulations at 50 CFR 648.87(b)(1)(v)(B)(3)(i) using a methodology approved by NMFS and  
22 implemented by the monitoring vendor and the Sector Manager. For trips less than 6 hours in  
23 length or occurring within 6 hours of port, the estimated time of arrival to port will be  
24 provided in the trip start hail. The trip end hail will be sent upon completion of the last  
25 tow with required updated information. An alternative timing for the trip end hail may  
26 be implemented during FY 2011 if agreed upon by the sector, the monitoring provider,  
27 and NMFS.

28 **23.2 DATABASE MANAGEMENT:** The Sector, acting through its Manager, will maintain  
29 database(s) of vessel trip reports (VTR), dealer, At Sea (ASM), NEFOP Observer, and  
30 Dockside (DSM) monitoring reports. In addition, the Sector will maintain any other  
31 database it determines necessary for its operations.

32 **23.3 METHOD OF TRANSMISSION OF HAILS:** The sector vessels will be transmitting  
33 HAILS (Trip Start and Trip End) electronically via the email messaging component of their  
34 VMS units. All data necessary to meet DSM requirements will be sent in compressed



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

9  
10 **23.4 USE OF DOCKSIDE MONITORING SERVICES.** The Members acknowledge that for  
11 the Sector to function efficiently, it is essential that the Active Members conduct their  
12 fishing operations such that dockside monitoring service costs are kept as low as  
13 commercially practical amount. The Active Members therefore agree to provide  
14 accurate landing time projections, to make landings expeditiously, and to choose  
15 landing locations based in part on the efficiency and responsiveness of the buyer  
16 receiving catch harvested under the Sector's ACE. Active Members who fail to comply  
17 with the provisions of this Section may be assessed the excess cost of dockside  
18 monitoring resulting from their failure to do so.

19  
20 **23.5 SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the  
21 following protocol for variance from the landing ports listed. If for reasons beyond a  
22 vessel operators control such as severe weather, mechanical failures, compromised hull  
23 integrity, instances of pump failures and danger of sinking, crew injury or life  
24 threatening illness and any other emergency situations that may arise, a sector vessel  
25 may enter a port other than those listed as "Landing Ports" to ensure the safety of the  
26 vessel and its crew. If the vessel has been selected for dockside monitoring, the vessel  
27 will not offload fish, until a dockside monitor is present, or a waiver has been granted.  
28 The vessel operator must contact the Dockside Monitoring vendor to obtain a waiver  
29 from dockside monitoring for the trip. The vessel operator may request and be granted  
30 a waiver from dockside monitoring due to the situations described here in Section 23.7.  
31 In addition, the vessel operator may request and be granted a waiver from dockside  
32 monitoring if either the Coast Guard ("CG"), Environmental Police ("EP"), or NOAA's  
33 Office of Law Enforcement ("OLE") are on scene and determine it is necessary for  
34 offloading to occur in order to improve a safety or vessel integrity concern.

1           **23.6 OFFLOADING PORTS:** The following list represents those ports where sector  
2 vessels are authorized to offload. Additionally, sector vessels are authorized to land fish  
3 to trucks within these same locations.  
4

Primary Port(s) of Landing	Secondary Port(s) of Landing
Rhode Island: Point Judith, Newport Massachusetts: New Bedford New York: Montauk	Massachusetts: Boston; Gloucester; Woods Hole, Westport Connecticut: Stonington New York: Greenport; Hampton Bay; Shinnecock New Jersey: Belford; Point Pleasant; Cape May

5  
6           **24. AT-SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-  
7 sea-monitoring program for FY2011. In the event, the Sector chooses to increase at-sea  
8 coverage beyond that which is funded and managed by NMFS, the sector will secure a service  
9 arrangement with one or more of the certified ASM vendors and assume all costs and  
10 responsibilities associated with this private contractual arrangement. Any additional at-sea  
11 monitoring coverage beyond the NMFS-funded level (currently 30 percent, see NMFS, Letter to  
12 Sector managers and Representatives (August 20, 2009)) will be provided pursuant to an  
13 independent contract between the Sector and a NMFS approved provider. This additional at-  
14 sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be  
15 conducted in the same manner with the same protocols as the NMFS-funded ASM program,  
16 and will use approved at-sea monitors. Also, this additional coverage will not be allowed to  
17 replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring  
18 program.

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

23           **25.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-  
24 sector (between members) within the guidelines and procedures contained in the FMP  
25 and as amended by Amendment 16. The Sector would accept any future relief in the  
26 length and horsepower constraints of the program that may be authorized by the RA in  
27 the future.

28           **25.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-  
29 at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only

1 with Members of other Sectors whom are similarly exempt. Members acknowledge  
2 that such DAS leasing would not be exempted from existing length and horsepower  
3 constraints as currently contained in applicable regulations.

4 **25.3 PAPER VTR:** Members acknowledge that they are bound to all applicable  
5 reporting requirements. Sector vessels shall continue using paper VTRs for FY 2011, as  
6 required by regulations. However, should electronic vessel trip reporting (e-VTR)  
7 systems for transmission and submission of required VTR reports be authorized by the  
8 Regional Administrator in FY 2011, this Sector reserves the option to utilize this  
9 reporting method.

10 **25.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one  
11 Environmental Assessment for all sectors seeking authorization for Fishing Year 2011,  
12 and that NMFS communication has stated that if an exemption is approved for one  
13 Sector, all other authorized Sectors can be similarly approved for that specific  
14 exemption based on the terms and conditions of the originally requesting sector. In  
15 light of this understanding, NEFS V will request authorization for such exemptions it  
16 deems beneficial for its operations, prior to the publication of the final authorizing rule.

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**EXHIBIT D**

<b>NEFS V Penalty Schedule</b>			
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</b>			
<b>VIOLATION</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
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 and dockside data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <b><u>or</u></b> up to \$5000.00	Written Warning <b><u>and</u></b> up to \$7,500.00.	Written Warning <b><u>and</u></b> up to \$10,000.00 <b><u>and/or</u></b> stop fishing order.
<b>VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS</b>			
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 <b><u>or</u></b> up to \$10,000.00	Written Warning <b><u>and</u></b> \$10,000.00-\$50,000.00.	Written Warning <b><u>and</u></b> up to \$100,000.00 <b><u>and/or</u></b> stop fishing order.
<b>VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS</b>			
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 <b><u>or</u></b> up to \$20,000.00	Written Warning <b><u>and</u></b> \$20,000.00-\$50,000.00.	Written Warning <b><u>and</u></b> up to \$100,000.00 <b><u>and/or</u></b> expulsion.
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
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 <b><u>and</u></b> up to \$50,000.00 <b><u>or</u></b> stop fishing order.	Stop fishing order <b><u>or</u></b> Expulsion.	Expulsion.

### **Administrative Provisions Addendum:**

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

#### SECTOR OPERATIONS PLAN AND AGREEMENT

1. Sector Name.
2. Sector Eligibility and Membership.
4. Sector Allocation and Exemptions.
5. Distribution of Sector ACE.
6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

7.1 Harvest Share Reserve

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

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

7.3 Harvest Share Transfer.

- 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are enforceable and therefore not considered administrative under this section.
  - 7.5 Re-direction Of Effort.
  - 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
  - 7.7 Consolidation and Redistribution of ACE:
- 8. Release of Catch Data.
  - 9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered administrative under this section.
  - 10. Breach and Remedies for Breach.
    - 10.1 Liquidated Damages Schedule and Schedule Amendments.
    - 10.2 Enforcement Committee.
    - 10.3 Liquidated Damages Base Value and Multiplier Adoption.
    - 10.4 Liquidated Damages Calculation.
    - 10.5 Notice to Vessel Masters; Assumption of Liability.
    - 10.6 Liquidated Damages Security.
    - 10.7 Manager Action in Response to Apparent Breach.
    - 10.8 Member Appeals.
    - 10.9 Voluntary Compliance.

10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

10.12 Distribution of Damages.

11. Joint Liability and Indemnification.

12. Membership Termination

15. Permit Transfer/Sale.

16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.

17. Sector Membership Fees.

18. Binding Arbitration.

19. No Collective Marketing.

20. Amendment and Incorporation by Reference.

## EXHIBIT C

### HARVESTING RULES

2. QUOTA MANAGEMENT:

3. RESERVE:

4. SLOWING CATCH:

8. START TRIP NOTICE:

12. CATCH REPORTS:

16. DATA RECONCILIATION:

19. ADMINISTRATIVE EXEMPTION:

20. DATA MANAGEMENT:

## 22. SECTOR SPECIFIC EXEMPTIONS:

- 22.2 Administrative Exemption

23. DOCKSIDE MONITORING PROGRAM: Section 23 is enforceable except for the subsections, 23.2, 23.3, 23.4, which are administrative.

24. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except in those specific situations where NMFS enforcement would apply.

Exhibit D is administrative

### 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.



V	Atlantic Queen Inc.	320550	636	Atlantic Queen	y	624895	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring LA Inc; Loligo/Butterfish; Monk (Cat C); Mults; Red Crab OA IB; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		RI Mults; NY; MA Lobster, Coastal Access, Striped Bass, Fluke, Sea Bass, Scup
V	Black Sheep Fisheries Inc.	330567	902	Black Sheep	y	622003	Lobster (Non Trap, Area 2, Outer Cape); BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Squid/Butterfish Inc; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults; MA Fluke, Scup
V	McGlade Fisheries Inc.	310989	646	Cody	y	931433	Lobster (Non Trap, Area 2); Mackerel; BSB; Bluefish; Herring LA Inc; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Squid/Butterfish; Fluke; Surf Clam; Tilefish Com/Inc		MA Lobster, Coastal Access, Sea Bass, Scup, Fluke; RI Mults (Dock, Mid Water, Purse Seine)
V	Daniel Barlow	240904	299	Crackerjac	n		Lobster (Non Trap, Area 2) BSB, Bluefish, Herring OA PL; Loligo/Butterfish; Monk (Cat D); Mults; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		MA; RI Mults
V	Kingston Trawlers Inc.	250693	428	Elizabeth Helen	y	659112	Lobster (Non Trap, Area 2, Outer Cape); Mackerel; BSB; Bluefish; Herring LA Inc; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC IFQ; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc	151045 (F) in NEFS V	RI Mults
V	Erin Fisheries Inc.	320658	656	Enterprise	y	596804	Scallop LAGC Inc; Monk (Cat C); Mults; Fluke; Scup; BSB; Loligo/Butterfish; Mackerel; Squid/Butterfish Inc; Spiny Dog; Bluefish; Herring OA PL; Tilefish Inc; Lobster (Non Trap); Skate		CT, RI Mults
V	JMI Fisheries Inc.	320577	1752	Hopefull	y	620064	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC IFQ; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults; MA Lobster, Scup, Sea Bass
V	Robert Wescott	320139	562	Ocean State	y	531996	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring LA Areas 2 and 3 and LA Inc; Loligo/Butterfish; Monk (Inc Cat E); Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		RI Mults; RI Mults
V	Goldenwood Fisheries Inc	151069	394	Proud Mary	y	913-OU	Lobster (Non Trap); Mackerel; BSB; Bluefish; Loligo/Butterfish; Monk (Cat D); Mults; Red Crab OA IB; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc	151045 (F) in NEFS V	RI Mults; MA Shellfish, Coastal Access, Electronic Reporting, Sea Bass, Fluke, Scp
V	Heather Lynn Inc.	410327	1085	Heather Lynn	y	663840	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat C); Mults; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		RI Mults; MA Striped Bass, Sea Bass, Lobster, Sea Herring, Scup
V	R.C.G. Fisheries Inc	310509	613	Jenna Lynn II	y	692412	Lobster (Non Trap); BSB; Bluefish; Herring LA All Area; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		CT; RI Mults; RI Restricted Finfish; RI

V	Heidi and Kristine Inc.	250164	340	Kelsi and Morgan	y	511573	Lobster (Non Trap, Area 2, Outer Cape); Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults; CT
V	Barlow Fisheries Inc	320540	634	Lena Pearl	y	622589	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monk (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults
V	Lightning Bay Inc	410410	1126	Lightning Bay	y	910012	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat C); Mults; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		RI Mults; MA Fluke, Striped Bass, Scup, Sea Bass, Lobster
V	Kenneth Ketchum	310473	529	Linda Marie	y	674824	Mults; Bluefish; BSB; Spiny Dog; Fluke; Herring LA Inc and Area 2 and 3 LA; Lobster (Non Trap, Area 2); Monk (Inc Cat E); Surf Clam; Ocean Quahog; Scup; Skate; Loligo/Butterfish; Squid/Butterfish Inc; Mackerel; Tilefish Inc	151045 (F) in NEFS V	RI Mults; RI Mults
V	Four Winds Fisheries Inc.	310554	1185	Mary Rose	y	910496	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat E); Mults; Red Crab OA IB; Scup; Skate; Spiny Dog; Squid/Butterfish Inc; Fluke; Tilefish Com/Inc		NY Food Fish, Crab, Lobster
V	Cl-Lau Ltd	320205	573	Merit	y	509027	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Inc Cat E); Mults; Red Crab OA IB; Scallop LAGC IFQ; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		NY; NY; RI Finfish
V	Karyn Inc	250338	1471	Miss Karyn	y	583318	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monk (Inc Cat E) Mults; Scup; Skate; Spiny Dog; Fluke; Tilefish Com/Inc		RI Mults; CT; NY
V	F/V Perseverance PMS Fisheries Inc.	330244	761	Perseverance	y	517631	Scallop LAGC C; Mults; Monk (Cat D);		RI Mults
V	Charles Weimar	150438	357	Privateer	n		Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat C); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC IFQ; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc	310378 in NEFS V	N/A
V	Fox Fisheries Inc.	330779	581	Rayda Cheramie	y	603433	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat E); Mults; Red Crab OA IB; Scup; Skate; Spiny Dog; Squid/Butterfish Inc; Fluke; Tilefish Com/Inc		RI Mults
V	Rebecca Mary Inc.	330534	886	Rebecca Mary	y	656328	BSB; Bluefish; Spiny Dog; Fluke; Herring OA PL; Scallop LAGC Inc; Lobster (Non Trap); Monk (Cat C); Ocean Quahog; Red Crab OA IB; Scup; Surf Clam; Skate; Loligo/Butterfish; Mackerel; Tilefish Com/Inc		RI Mults; S Mass 062304

V	American Seafood Inc	330464	858	Rhonda Denise	n	516754	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monk (Cat C); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc;	FFP (Fed); Tuna	RI Fluke; NY Menhaden, Food Fish, Wheel, SC/OO; NY RSA; RI RSA;
V	Charles Weimar	310378	1507	Rianda S.	y	623601	Tuna; Lobster (Non Trap, Area 2, Area 6); Mackerel; BSB C/P and Com; Bluefish C/P and Com; Herring LA Inc; Illex; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Squid/Mackerel/Butterfish C/P; Fluke C/P and Com; Tilefish C/P and Com	150438 in NEFS V	
V	Harvest Fisheries Inc	310403	514	Ruthy-L	n	640243	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat C); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC IFQ; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		NY Food Fish, Shellfish, Lobster
V	KCS Holdings LLC	151045	365	Seafarer II	n		Mults (CPH)	310473 in NEFS V; 151069 in NEFS V; 250693 in NEFS V	N/A
V	Diaz Fisheries Inc	330387	600	Second Wind	y	615481	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat C); Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		
V	Elmridge Fisheries Inc.	320645	649	Stephanie Bryan	y	581935	Scallop LAGC-IFQ; Mults; Monk (Cat D); Fluke; Scup; BSB; Mackerel; Loligo/Butterfish; Spiny Dog; Bluefish; Herring OA PL; Lobster (Non Trap) Skate; Ocean Quahog; Red Crab OA IB; Surf Clam; Tilefish Com/Inc		RI Mults; MA Coastal Access, Sea Bass, Fluke, Scup; NY Food Fish, Fluke
V	Sutton Enterprises	148642	409	Sweet Misery	y	RI 41625	Lobster (Non Trap, Area 2, Outer Cape); Bluefish; Herring OA PL; Loligo/Butterfish; Monkfish (Cat D); Mults; Ocean Quahog; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults
V	Travis and Natalie Inc	320657	655	Travis and Natalie	y	666328	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring OA PL; Illex; Loligo/Butterfish; Monkfish (Cat D); Ocean Quahog; Mults; Red Crab OA IB; Scup; Skate; Spiny Dog; Squid/Butterfish Inc; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults; NY; NJ; MA
V	CR Fisheries Inc.	310991	599	Virginia Marise	y	587180	Lobster (Non Trap); Mackerel; BSB; Bluefish; Herring LA Inc; Loligo/Butterfish; Monkfish (Cat D); Ocean Quahog; Mults; Ocean Quahog; Red Crab OA IB; Scallop LAGC Inc; Scup; Skate; Spiny Dog; Fluke; Surf Clam; Tilefish Com/Inc		RI Mults
V	Ocean Harvest Inc.	214901	1277	Wayne's World	n		Mults (CPH)	150598; 221554; 230146 (all in common pool)	RI Mults
V	Silhouette Trawlers, Inc.	410206	1016	Huntress	n	608248	Mults; Bluefish; BSB; Spiny Dog; Fluke; Herring OA PL; Scallop LAGC IFQ; Lobster (Non Trap); Monk (Inc Cat E); Red Crab OA IB; Scup; Skate; Loligo/Butterfish; Squid/Butterfish Inc; Mackerel; Tilefish Com/Inc		RI Fluke Exemption
V	William Reed	150542	2046	Providence	y	NY 4461 FR		310718 in NEFS II	NY Fish Food,

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 <sup>RBW</sup> as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name OCEAN STATE Doc/Reg # 531996

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.

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

Signature of Authorized Representative:

x. Robert B. Westcott

Owner/Entity Name: Glenn D. Westcott

OCEAN STATE FISHERIES INC.

Name of Authorized Representative (print):

ROBERT B. WESTCOTT

Title: VICE-PRESIDENT

Glenn D. Westcott

Title: President

List all permits including those listed in 2.0

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

8/24/2010  
[Signature]  
my Comm Expires 8/24/13



Signature of Authorized Representative:

x. Robert B. Westcott  
Glenn D. Westcott  
Owner/Entity Name:

OCEAN STATE FISHERIES INC.

Name of Authorized Representative (print):

ROBERT B. WESTCOTT

Title: VICE - PRESIDENT

Glenn D. Westcott

Title: President

List all permits including those listed in 2.0

Permit Number: 320139 MRI 562

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

8/24/2010  
[Signature]  
my commission expires 12/01/13

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 7 day of Sept, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Providence Doc/Reg # NY 4461FR  
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.

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



150542

Signature of Authorized Representative:

x. William W Reed

Owner/Entity Name:

William W Reed

Name of Authorized Representative (print):

William W Reed

Title: Owner

List all permits including those listed in 2.0

Permit Number: 150542 MRI ~~206~~ 2046

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: ~~31078~~ MRI ~~404~~

*Other  
work outside  
this sector*

Notary Public:

*On September 17, 2010 before me  
appeared William W Reed  
and signed above.*

*[Signature]*

DENISE A NAVARRA  
NOTARY PUBLIC STATE OF NEW YORK  
No. 01NA6191295  
Qualified in Suffolk County  
My Commission Expires August 11, 2011



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records. T.S.

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Sweet Misery Doc/Reg # R.F. 41625

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.

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

Signature of Authorized Representative:

x.

Owner/Entity Name:

Name of Authorized Representative (print):

Todd Sutton

Title:

List all permits including those listed in 2.0

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Dorinda M. Flynn*  
#61951

**My commission expires 3/24/12**



Signature of Authorized Representative:

*[Handwritten Signature]*

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Todd Sutton

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 148642 MRI 409

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *[Handwritten Signature]*  
#61951

**My commission expires 3/24/12**

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 11<sup>th</sup> day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that NEFS V has adopted 3-1-11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member (LIST ACTIVE VESSELS)

Fishing Vessel Name Hopefull Doc/Reg # 620064  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" if any MRL 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.

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

Signature of Authorized Representative:

x. Lindalee A. Jordan

Owner/Entity Name:

JMJ Fisheries, Lnc.

Name of Authorized Representative (print):

Lindalee A. Jordan

Title: Vice President

List all permits including those listed in 2.0

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Mary E. Hohman  
**MARY E. HOHMAN, Notary Public**  
**My Commission Expires 6-19-13**



Signature of Authorized Representative:

x. Lindalee A. Jordan

Owner/Entity Name:

JMJ Fisheries, Inc.

Name of Authorized Representative (print):

Lindalee A. Jordan

Title: Vice President

List all permits including those listed in 2.0

Permit Number: 320577 MRI 1752

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Mary E. Hohman

MARY E. HOHMAN, Notary Public

My Commission Expires 6-19-13

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 13 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted \_\_\_\_\_ as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Heather Lynn Doc/Reg # 663840  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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.

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

Signature of Authorized Representative:

x. Steven P Follett

Owner/Entity Name:

Heather Lynn Inc.

Name of Authorized Representative (print):

Steven P Follett

Title: Pres Heather Lynn Inc

List all permits including those listed in 2.0

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Laura Pope  
48333 6/2013



Signature of Authorized Representative:

x. Steven P Follett

Owner/Entity Name:

Heather Lynn Inc.

Name of Authorized Representative (print):

Steven P Follett

Title: Pres Heather Lynn Inc

List all permits including those listed in 2.0

Permit Number: 410327 MRI 1085

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Laura Pope  
48333 012013

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted MAR 15 the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name MISS KARYA Doc/Reg # 583318  
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.

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

Signature of Authorized Representative:

x. Peter E. Bessett

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 250338 MRI 1471

Permit Number: RI 000791 MRI \_\_\_\_\_

Permit Number: Conn 00315 MRI \_\_\_\_\_

Permit Number: N.Y. 101463 MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Ana M. Rita  
5-31-2013



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1st 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Perseverance Doc/Reg # 330 244  
Fishing Vessel Name Perseverance Doc/Reg # 000357 R.I.  
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.

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



Signature of Authorized Representative:

x. Michael H. Hornung

Owner/Entity Name:

P.M.S. Fisheries Inc

Name of Authorized Representative (print):

Michael H. Hornung

Title: President/Owner

List all permits including those listed in 2.0

Permit Number: 330244 MRI 761

Permit Number: 0003575 MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

[Signature]  
#62735 exp 9/2/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of August 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3-1-2011 <sup>2011</sup> as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Virginia Maroon Doc/Reg # 587180  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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.

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

Signature of Authorized Representative:

x. Rodman W. Sykes

Owner/Entity Name:

Rodman W Sykes

Name of Authorized Representative (print):

Rodman W Sykes

Title: owner

List all permits including those listed in 2.0

Permit Number: 310991 MRI 599

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

8/19/10

Notary Public:

*[Handwritten Signature]*

5/17/13



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1<sup>st</sup> as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Atlantic Queen Doc/Reg # 624895  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

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



Signature of Authorized Representative:

x. *Howard A. Follett*

Owner/Entity Name:

*Atlanta Queen Inc.*

Name of Authorized Representative (print):

*Howard A. Follett*

Title: *President*

List all permits including those listed in 2.0

Permit Number: *320550* MRI *636*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Signed and Sworn before me, this  
*20<sup>th</sup>* Day of *August*, 20*10* in the  
County of *Washington*, State of *DC*.

*[Signature]*  
(Notary) *08-04-2012*

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Lightning Bay Doc/Reg # 910012  
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.

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

Signature of Authorized Representative:

x. Donald [Signature]

Owner/Entity Name:

Lightning Bay Inc

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 410410 MRI 1126

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Laura Pope  
48333 Exp 6/2013

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16<sup>th</sup> day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1<sup>st</sup> 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name ENTERPRISE Doc/Reg # 596804  
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.

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



Signature of Authorized Representative:

x. *P. Mc Ghee*

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

*Patrick Mc Ghee*

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 320658 MRI 656

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Ranchiff Johnson*  
EXP 10/22/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Cody Doc/Reg # 931433  
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.

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):



Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 310989 MRI 646

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

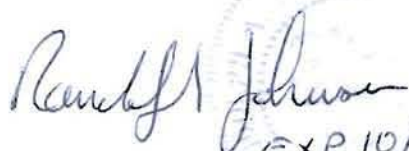
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

  
EXP 10/22/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 8 day of 12, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

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



Signature of Authorized Representative:

x. Daniel Barlow

Owner/Entity Name:

Daniel Barlow

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 240904 MRI 299

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Lee E. R. Houke  
My commission expires 09/06/10

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2010 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Mary Rose Doc/Reg # 910496  
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.

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

Signature of Authorized Representative:

x. Four Winds Fisheries Inc.  
John H. Windels III

Owner/Entity Name:

Four Winds Fisheries Inc

Name of Authorized Representative (print):

John H Windels III

Title: President

List all permits including those listed in 2.0

Permit Number: 310554 MRI 1185

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

State of New York  
County of Suffolk  
August 26, 2010  
Roseann Griffith

ROSEANN GRIFFITH  
Notary Public, State of New York  
No. 4814557  
Qualified in Suffolk County  
Commission Expires January 31, 2011

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of Sept, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

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



Signature of Authorized Representative:

x. *K.A. Ketcham*

Owner/Entity Name:

KCS Holdings LLC

Name of Authorized Representative (print):

Kenneth A. Ketcham

Title: Partner

List all permits including those listed in 2.0

Permit Number: 151045 MRI 365

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

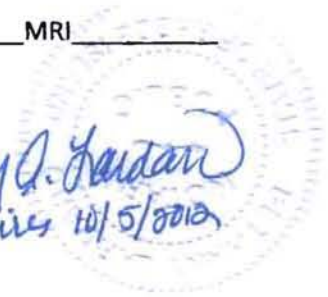
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Bernard A. Gordon*  
my commission expires 10/5/2012



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10<sup>th</sup> day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name LENA PEARL Doc/Reg # 622589  
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.

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

Signature of Authorized Representative:

x. E. H. Barlow

Owner/Entity Name:

BARLOW FISHERIES INC.

Name of Authorized Representative (print):

EINAR H. BARLOW

Title: PRESIDENT

List all permits including those listed in 2.0

Permit Number: <sup>FED.</sup> 320540 MRI \_\_\_\_\_

Permit Number: <sup>STATE</sup> 636R MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Randolph Johnson  
EXP 10/22/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 11<sup>th</sup> day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Stephanie Bryan Doc/Reg # 581935

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

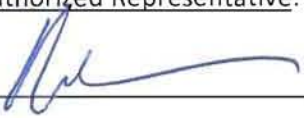
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

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



Signature of Authorized Representative:

x.



Owner/Entity Name:

Elmridge Fisheries, Inc.

Name of Authorized Representative (print):

Ryan Clark

Title: Vice President

List all permits including those listed in 2.0

Permit Number: 320645 MRI 649

Permit Number: 001289 MRI \_\_\_\_\_

Permit Number: 000129403 MRI 101364

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Laura Pope*  
*48333 exp 6/2013*

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 8 day of 24, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 <sup>NKP</sup> as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Black Sheep Doc/Reg # 622003  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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.

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

Signature of Authorized Representative:

x. Niles K. Peasall II

Owner/Entity Name:

Niles K. Peasall II  
Black Sheep Fisheries INC  
Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 330567 MRI 902

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Lee E. R. Houck  
My Commission expires 09/06/10

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Merit</u>	Doc/Reg #	<u>509027</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *Sidney R. Smith*

Owner/Entity Name:

CI-Low LTD.

Name of Authorized Representative (print):

Sidney R. Smith

Title: President

List all permits including those listed in 2.0

Permit Number: 320205 MRI 573

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Veronica F. Sidone*  
VERONICA F. CIDONE  
Notary Public, State of New York  
No. 01C14661406  
Qualified in Suffolk County  
Commission Expires Dec. 31, 2013

*Sworn to before me  
on August 16, 2010*



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2010 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>RIANDA S</u>	Doc/Reg #	<u>623601</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. Charles Weimar

Owner/Entity Name:

CHARLES WEIMAR  
RIANDAS FISHERS INC.

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 310378 MRI 1507

Permit Number: 150438 MRI 357

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Randolph Johnson  
EXP 10/22/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of Aug., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Elizabeth Helen Doc/Reg # 659112  
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.

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



Signature of Authorized Representative:

x. Stephen Arnold

Owner/Entity Name:

Kingston Trawlers, Inc.

Name of Authorized Representative (print):

Stephen A Arnold

Title: President

List all permits including those listed in 2.0

Permit Number: 250693 MRI 428

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Randolph Johnson  
EXP 10/22/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26<sup>th</sup> day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan. R.G.

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 Jenna Lynn V Doc/Reg # 692412  
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.

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

Signature of Authorized Representative:

X *Paul J. Lynn*

Owner/Entity Name:

*F/V Jeanne Lynn D*

Name of Authorized Representative (print):

Title:

List all permits including those listed in 2.0

Permit Number: *586 CT* MRI: \_\_\_\_\_

Permit Number: *74488 CT* MRI: \_\_\_\_\_

Permit Number: *310509 Fed* MRI: \_\_\_\_\_

Permit Number: *000002 RF* MRI: \_\_\_\_\_

Permit Number: *000032 RF* MRI: \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI: \_\_\_\_\_

*613*

Notary Public:

*Ann M. Ritas*  
*5-31-2013*

NOTARY PUBLIC  
ANN M. RITAS  
5-31-2013

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 9<sup>th</sup> day of 9, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name secondwind Doc/Reg # 615481

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.

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

Signature of Authorized Representative:

Oscar D Diaz  
x. DIAZ FISHERIES INC.

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Oscar D Diaz

Title: president

List all permits including those listed in 2.0

Permit Number: 330387 MRI 600

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Lee E. R. House  
My commission expires 09/06/14



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. Glenn Beck

Owner/Entity Name:

HARVEST FISHERIES INC.

Name of Authorized Representative (print):

Glenn R. Beck

Title: Pres.

List all permits including those listed in 2.0

Permit Number: 310403 MRI 514

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Lucille Brand

**LUCILLE BRAND**  
**Notary Public - State of New York**  
**No. 01BR4736514**  
**Qualified in Suffolk County**  
**My Commission Expires May 31, 2011**

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of August, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3.1.11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name PROUD MARY Doc/Reg # RI 913-0U  
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.

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



Signature of Authorized Representative:

x. Christopher Brown

Owner/Entity Name:

Goldenwood Fisheries Inc.

Name of Authorized Representative (print):

CHRISTOPHER BROWN

Title: PRESIDENT / OWNER

List all permits including those listed in 2.0

Permit Number: 151069 MRI 394

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:  
TERM EXPIRES  
6/26/2013

Alfred J. Cuenow

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 9 day of September 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name NO Doc/Reg # Active Vessel  
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.

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

Signature of Authorized Representative:

*Ted Platz III*

Owner/Entity Name:

Ocean Harvest, Inc.

Name of Authorized Representative (print):

Ted Platz III

Title: President

List all permits including those listed in 2.0

Permit Number: 2.14901 MRI 1277

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Tanya Cordeiro*

**Tanya Cordeiro  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires May 21, 2015**

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 5th day of September 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Rayda Chevante Doc/Reg # 330 774  
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.

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

Signature of Authorized Representative:

x. [Handwritten Signature]

Owner/Entity Name:

JAMES FOX / FOX FISHERIES

Name of Authorized Representative (print):

JAMES FOX

Title: PRES.

List all permits including those listed in 2.0

Permit Number: 330119 MRI 581

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

[Handwritten Signature]  
Notary Public:



NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 7<sup>th</sup> day of Sep., 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted March 1, 2010 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Rebecca May Doc/Reg # 656328  
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.

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

Signature of Authorized Representative:

x. Scott Babcock

Owner/Entity Name:

Rebecca Mary Inc.

Name of Authorized Representative (print):

Scott Babcock

Title: President

List all permits including those listed in 2.0

Permit Number: 330534 MRI 886

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Wendell Johnson  
10/27/12

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 10 day of Aug, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted \_\_\_\_\_ as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name TRAVIS & NATALIE Doc/Reg # 666328

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.

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



Signature of Authorized Representative:

*Frederick J. Mattera*

Owner/Entity Name:

TRAVIS & NATALIE, INC.

Name of Authorized Representative (print):

Frederick J. Mattera

Title: Owner / Pres.

List all permits including those listed in 2.0

Permit Number: 320657 MRI 655

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Lee E. R. House  
My commission expires 09/06/16

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24 day of 8, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted <sup>C.H.B.</sup> March 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Kelsi + Morgan Doc/Reg # 511573

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

Non-Active Member

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.

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

Signature of Authorized Representative:

x. Charles H. Brayton

Owner/Entity Name:

Heidi + Kristi inc.

Name of Authorized Representative (print):

Charles H. Brayton

Title: Pres.

List all permits including those listed in 2.0

Permit Number: 250164 MRI 340

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Jennifer Mosesian

JENNIFER MOSESIAN  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES 4/9/2011

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 15<sup>th</sup> day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted 3/1/11 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

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

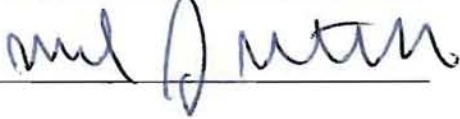
Non-Active Member

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

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



Signature of Authorized Representative:

x. 

Owner/Entity Name:

AMERICAN SEAFOOD INC.

Name of Authorized Representative (print):

MALCOLM J. MCCLINTOCK

Title: PRESIDENT

Aug 16, 2010

List all permits including those listed in 2.0

Permit Number: 330464 MRI 858

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Heidi S. Beattie

HEIDI S. BEATTIE  
Notary Public, State Of New York  
No. 01BE6055725, Qualified In Suffolk County  
Commission Expires March 5, 2011

NORTHEAST FISHERY SECTOR V  
SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 13<sup>TH</sup> day of AUGUST, 2010, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS V (the "Sector").

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

3. Member acknowledges that; NEFS V has adopted \_\_\_\_\_ as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS V must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Linda Marie Doc/Reg # 674824  
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.

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

F/U Linda Marie

Name of Authorized Representative (print):

Kenneth A. Ketcham

Title: owner

List all permits including those listed in 2.0

Permit Number: 310473 MRI 529

Permit Number: ~~15105~~ MRI ~~965~~ KKK

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kathy L. Velle

**KATHY L. VELLE**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES 3-28-11**





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

Signature of Authorized Representative:

[Handwritten Signature]  
x. \_\_\_\_\_

List all permits including those listed in 2.0

Permit Number: 410206 MRI 1016

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Owner/Entity Name:

Silhouette Trawlers, Inc.

Name of Authorized Representative (print):

Eric E. Reid

Title:

President

Notary Public:

Randall Johnson  
EXP 10/22/12

**\*State of Rhode Island and Providence Plantations Office of the Secretary of State\* Division Of Business Services 148 W. River Street Providence RI 02904-2615 (401) 222-3040 \* /Erin Fisheries, Inc./ Summary Screen\* Help with this form \*The exact name of the Domestic Profit Corporation: \* \_Erin Fisheries, Inc.\_ \*Entity Type: \* \_Domestic Profit Corporation\_ \*Identification Number:\* \_000081349\_ \*Date of Incorporation in Rhode Island: \* \_09/26/1994\_ \*The location of its principal office: \* No. and Street: \_60 SOUTH COUNTY COMMONS WAY\_ \_\_ City or Town: \_WAKEFIELD\_ State: \_RI\_ Zip: \_02879\_ Country: \_USA\_ \*The mailing address or specified office: \* No. and Street: \_\_ \_\_ City or Town: \_\_ State: \_\_ Zip: \_\_ Country: \_\_ \*Agent Resigned: \* \_N\_ \*Address Maintained: \* \_Y\_ \*Name and address of the Registered Agent: \* No. and Street: \_13 SEA LEA DRIVE\_ \_\_ City or Town: \_NARRAGANSETT\_ State: \_RI\_ Zip: \_02882-\_ Name: \_PATRICK J. MCGLADE\_ \*The officers and all of the directors of the corporation: \* \*Title\* \*Individual Name\* First, Middle, Last, Suffix \*Address\* Address, City or Town, State, Zip Code, Country PRESIDENT PATRICK MCGLADE 13 SEA LEA DRIVE NARRAGANSETT, RI 02882 USA \*The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:\*  
Class of Stock Series of Stock Par Value Per Share Total Authorized Shares /Num of Shares/ Total Issued and Outstanding /Num of Shares/ CNP \$0.0000 600.00 100.00 \*Purpose\* TO ENGAGE IN ANY AND ALL FACETS OF THE COMMERCIAL FISHING INDUSTRY. TITLE: 7-1.1-51 \*Select a type of filing from below to view this business entity filings:\* [Click Here to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007.](#) Identification Number is Required © 2007 - 2010 State of Rhode Island and Providence Plantations All Rights Reserved Help**

**\*State of Rhode Island and Providence Plantations Office of the Secretary of State\* Division Of Business Services 148 W. River Street Providence RI 02904-2615 (401) 222-3040 \* /GOLDEN WOOD FISHERIES, INC./ Summary Screen\* Help with this form \*The exact name of the Domestic Profit Corporation: \* \_GOLDEN WOOD FISHERIES, INC.\_ \*Entity Type: \* \_Domestic Profit Corporation\_ \*Identification Number:\* \_000011616\_ \*Date of Incorporation in Rhode Island: \* \_03/29/1976\_ \*Effective Date: \* \_04/01/1976 \_ \*The location of its principal office: \* No. and Street: \_35 ERICA COURT\_ City or Town: \_WEST KINGSTON\_ State: \_RI\_ Zip: \_02892\_ Country: \_USA\_ \*The mailing address or specified office: \* No. and Street: \_\_ City or Town: \_\_ State: \_\_ Zip: \_\_ Country: \_\_ \*Agent Resigned: \* \_N\_ \*Address Maintained: \* \_Y\_ \*Name and address of the Registered Agent: \* No. and Street: \_24 SALT POND ROAD, SUITE B-1\_ City or Town: \_WAKEFIELD\_ State: \_RI\_ Zip: \_02879\_ Name: \_MARK S. SPANGLER\_ \*The officers and all of the directors of the corporation: \* \*Title\* \*Individual Name\* First, Middle, Last, Suffix \*Address\* Address, City or Town, State, Zip Code, Country PRESIDENT CHRISTOPHER T BROWN 35 ERICA COURT WEST KINGSTON, RI 02892- USA \*The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:\* Class of Stock Series of Stock Par Value Per Share Total Authorized Shares /Num of Shares/ Total Issued and Outstanding /Num of Shares/ CWP \$15.0000 8,000.00 4,000.00 \*Purpose\* COMMERCIAL FISHING BOAT OPERATIONS AND OTHER RELATED MARINE ACTIVITIES TITLE: 7-1.1-51 \*Select a type of filing from below to view this business entity filings:\* [Click Here to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007.](#) Identification Number is Required © 2007 - 2010 State of Rhode Island and Providence Plantations All Rights Reserved Help**

**\*State of Rhode Island and Providence Plantations Office of the Secretary of State\* Division Of Business Services 148 W. River Street Providence RI 02904-2615 (401) 222-3040 \* /LIGHTNING BAY, INC./ Summary Screen\* Help with this form \*The exact name of the Domestic Profit Corporation: \* \_LIGHTNING BAY, INC.\_ \*Entity Type: \* \_Domestic Profit Corporation\_ \*Identification Number:\* \_000039877\_ \*Date of Incorporation in Rhode Island: \* \_08/27/1986\_ \*The location of its principal office: \* No. and Street: \_133 OLD TOWER HILL ROAD\_ \_\_ City or Town: \_WAKEFIELD\_ State: \_RI\_ Zip: \_02879\_ Country: \_USA\_ \*The mailing address or specified office: \* No. and Street: \_\_ \_\_ City or Town: \_\_ State: \_\_ Zip: \_\_ Country: \_\_ \*Agent Resigned: \* \_N\_ \*Address Maintained: \* \_Y\_ \*Name and address of the Registered Agent: \* No. and Street: \_133 OLD TOWER HILL ROAD\_ \_\_ City or Town: \_WAKEFIELD\_ State: \_RI\_ Zip: \_02879\_ Name: \_MARY MCLEOD, ESQ.\_ \*The officers and all of the directors of the corporation: \* \*Title\* \*Individual Name\* First, Middle, Last, Suffix \*Address\* Address, City or Town, State, Zip Code, Country PRESIDENT NOAH G CLARK P. O. BOX 608 NARRAGANSETT, RI 02882 USA \*The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:\* Class of Stock Series of Stock Par Value Per Share Total Authorized Shares /Num of Shares/ Total Issued and Outstanding /Num of Shares/ CNP \$0.0000 8,000.00 1,000.00 \*Purpose\* COMMERCIAL FISHING VESSEL TITLE: 7-1.1-51 \*Select a type of filing from below to view this business entity filings:\* Click Here to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required © 2007 - 2010 State of Rhode Island and Providence Plantations All Rights Reserved Help**



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512  
Telephone: (617) 727-9640

Special Instructions

**Articles of Organization**  
(General Laws, Chapter 180)

**Federal Identification Number:** 001003651

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**ARTICLE I**

The name of the corporation is:

V NORTHEAST FISHERY SECTOR, INC.

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**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

THE PURPOSES OF THE CORPORATION INCLUDE BUT ARE NOT LIMITED TO CIVIC, EDUCATIONAL, SCIENTIFIC AND AGRICULTURAL (REGARDING THE HARVESTING OF AQUATIC RESOURCES). THE CORPORATION IS INTENDED TO QUALIFY AS AN "AGRICULTURAL ORGANIZATION" WITHIN THE MEANING AND CONTEXT OF INTERNAL REVENUE CODE ("IRC"), SECTION 501(C)(5).

THE CORPORATION MAY OR WILL ENGAGE IN ONE OR MORE OF THE FOLLOWING ACTIVITIES:

FORMING A SECTOR OF FISHERMEN ("MEMBERS") TO RECEIVE OR ACCEPT AN AGGREGATE ALLOCATION OF FISHING PRIVILEGES TO BE HARVESTED BY THE MEMBERS.

MANAGING THE HARVEST OF THE AGGREGATE ALLOCATION OF FISHING PRIVILEGES AMONG THE MEMBERS, TO ENHANCE THE CONDITIONS OF THE MEMBERS AND THE RELEVANT FISHERIES AND TO IMPROVE THE EFFICIENCY OF HARVEST OF THE RELEVANT FISHERY RESOURCES.

ENCOURAGING RESPONSIBLE FISHING METHODS AND PRACTICES TO CONSERVE FISHERY AND OTHER ENVIRONMENTAL RESOURCES, ADVANCING AND ENSURING SURVIVAL OF SUSTAINABLE FISHERIES, AND PROVIDING OPPORTUNITIES FOR ECONOMICALLY PRACTICAL AND VIABLE ENTRY TO AND EXIT FROM THE RELEVANT FISHERIES.

CONDUCTING SUCH OTHER ACTIVITIES IN FURTHERANCE OF THE FOREGOING PURPOSES AND SUCH OTHER LAWFUL AND PROPER ACTIVITIES AS MAY BE CONDUCTED BY A CORPORATION ORGANIZED UNDER THE GENERAL LAWS OF MASSACHUSETTS, CHAPTER 180, AND AS DESCRIBED IN IRC SECTION 501(C)(5).

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**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NOT PRESENTLY APPLICABLE.

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#### ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows: *(If there are no provisions state "NONE")*

1. IN ADDITION TO THE POWERS OF THE CORPORATION UNDER THE GENERAL LAWS OF MASSACHUSETTS, CHAPTER 180, THE CORPORATION SHALL HAVE AND MAY EXERCISE IN FURTHERANCE OF ITS CORPORATE PURPOSES EACH OF THE POWERS SPECIFIED IN SECTIONS 9A AND 9B OF THE MASSACHUSETTS GENERAL LAWS, CHAPTER 156B.
2. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPTING ONLY WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW OR THE SAID BY-LAWS REQUIRES ACTION OR CONSENT BY THE MEMBERS.
3. THE LIABILITY OF THE CORPORATION'S OFFICERS AND DIRECTORS TO THE CORPORATION, ITS MEMBERS, AND GENERALLY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY, AND IN ACCORDANCE WITH, MASSACHUSETTS GENERAL LAWS CHAPTER 180, SECTION 3, SUBJECT TO THE EXCEPTIONS AND PROVISOS THEREIN, AND ANY OTHER SIMILAR OR SUCCESSOR APPLICABLE STATUTE.
4. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN PROVIDED, THE CORPORATION IS ORGANIZED AND SHALL BE OPERATED EXCLUSIVELY FOR THE BETTERMENT OF THE CONDITIONS OF ITS MEMBERS, AS THEY ARE FROM TIME TO TIME CONSTITUTED, AND THE DEVELOPMENT OF A GREATER DEGREE OF EFFICIENCY IN THE HARVESTING OF FISHERY RESOURCES, PURSUANT TO IRC SECTION 501(C)(5). THE POWERS OF THE CORPORATION SHALL BE EXERCISED ONLY IN SUCH MANNER AS WILL ASSURE THE OPERATION OF THE CORPORATION EXCLUSIVELY FOR SAID PURPOSES, IT BEING INTENDED THAT THE CORPORATION SHALL BE EXEMPT FROM FEDERAL INCOME TAXATION PURSUANT TO SAID IRC SECTION 501(C)(5), AND ALL PURPOSES AND POWERS HEREIN SHALL BE INTERPRETED AND EXERCISED CONSISTENTLY WITH THIS INTENT.
5. NO PART OF THE NET EARNINGS OF THE CORPORATION WILL OR SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTED TO, ITS MEMBERS, DIRECTORS, OFFICERS, OR INDIVIDUALS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE AND CUSTOMARY COMPENSATION FOR SERVICES ACTUALLY RENDERED, AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE CORPORATION'S PURPOSES AS SET FORTH IN ARTICLE II OF THESE ARTICLES.
6. EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW, THE CORPORATION MAY AT ANY TIME AUTHORIZE A PETITION FOR ITS DISSOLUTION TO BE FILED WITH THE SUPREME JUDICIAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS BY THE AFFIRMATIVE VOTE OF A MAJORITY OF ITS MEMBERS; PROVIDED, HOWEVER, THAT UPON ANY LIQUIDATION, DISSOLUTION, TERMINATION, OR WINDING DOWN OF THE CORPORATION (WHETHER VOLUNTARY, INVOLUNTARY, OR BY OPERATION OF LAW), THE PROPERTY OR ASSETS OF THE CORPORATION REMAINING AFTER PROVIDING FOR THE PAYMENT OF ITS DEBTS AND OBLIGATIONS SHALL BE CONVEYED, TRANSFERRED, DISTRIBUTED, AND SET OVER OUTRIGHT TO ONE OR MORE ORGANIZATIONS CREATED AND ORGANIZED FOR CHARITABLE OR NONPROFIT PURPOSES SIMILAR TO THOSE OF THE CORPORATION, QUALIFYING AS EXEMPT FROM FEDERAL INCOME TAXATION UNDER IRC SECTION 501(C)(5) (OR OTHER PERMITTED SIMILAR QUALIFYING EXEMPTION), AS A MAJORITY OF THE CORPORATION'S MEMBERS MAY DESIGNATE BY VOTE, IN SUCH PROPORTIONS AND IN SUCH MANNER AS DETERMINED IN SUCH VOTE.

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**Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.**

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**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

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**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**Later Effective Date:**

---

**ARTICLE VII**

The information contained in Article VII is not a permanent part of the Articles of Organization

**a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:**

**No. and Street:** 4 PARKER STREET

**City or Town:** GLOUCESTER                      **State:** MA                      **Zip:** 01930                      **Country:** USA

---

**b. The name, residential address and post office address of each director and officer is as follows:**  
(A president, treasurer, clerk, and at least one director are required.)



---

<b>Title:</b> PRESIDENT	<b>Expiration of Term:</b> Until successor is elected and qualified
<b>First Name:</b> CHRISTOPHER <b>Middle Name:</b> T.	<b>Last Name:</b> BROWN
<b>Residential Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Post Office Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Title:</b> TREASURER	<b>Expiration of Term:</b> Until successor is elected and qualified
<b>First Name:</b> CHRISTOPHER <b>Middle Name:</b> T.	<b>Last Name:</b> BROWN
<b>Residential Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Post Office Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Title:</b> CLERK	<b>Expiration of Term:</b> Until successor is elected and qualified
<b>First Name:</b> CHRISTOPHER <b>Middle Name:</b> T.	<b>Last Name:</b> BROWN
<b>Residential Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Post Office Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Title:</b> DIRECTOR	<b>Expiration of Term:</b> Until successor is elected and qualified
<b>First Name:</b> CHRISTOPHER <b>Middle Name:</b> T.	<b>Last Name:</b> BROWN
<b>Residential Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	
<b>Post Office Address:</b> 35 ERICA COURT	
<b>City:</b> WEST KINGSTON <b>State:</b> RI	<b>Zip:</b> 02892
<b>Country:</b> USA	

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c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

---

d. The name and business address of the resident agent, if any, of the corporation is:

Name: VITO GIACALONE

No. and Street: 10 WITHAM STREET

City or Town: GLOUCESTER

State: MA

Zip: 01930

Country: USA

---

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

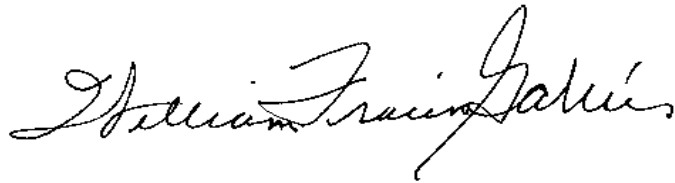
**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 26 Day of May, 2009**

*(If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state of other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.)*

CHRISTOPHER T. BROWN, SR.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts  
William Francis Galvin**

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**V NORTHEAST FISHERY SECTOR, INC. Summary Screen**



Help with this form

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**The exact name of the Nonprofit Corporation:** V NORTHEAST FISHERY SECTOR, INC.

**Entity Type:** Nonprofit Corporation

**Identification Number:** 001003651

**Date of Organization in Massachusetts:** 05/26/2009

**Current Fiscal Month / Day:** 12 / 31

**The location of its principal office in Massachusetts:**

No. and Street: 4 PARKER STREET  
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

**If the business entity is organized wholly to do business outside Massachusetts, the location of that office:**

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

**The name and address of the Resident Agent:**

Name: VITO GIACALONE  
No. and Street: 10 WITHAM STREET  
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

**The officers and all of the directors of the corporation:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	CHRISTOPHER T. BROWN SR.	35 ERICA COURT WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
TREASURER	SCOTT BABCOCK	765 GRAVELLY HILL ROAD WAKEFIELD, RI 02879 USA	Until successor is elected and qualified
CLERK	STEPHEN ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
VICE PRESIDENT	JAMES FOX	PO BOX 398 NORTH KINGSTOWN, RI 02852 USA	Until successor is elected and qualified
DIRECTOR	JAMES FOX	PO BOX 398 NORTH KINGSTOWN, RI 02852 USA	Until successor is elected and qualified
DIRECTOR	STEPHEN ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified

DIRECTOR	DONALD FOX	PO BOX 135 WAKEFIELD, RI 02880 USA	Until successor is elected and qualified
DIRECTOR	CHARLES WEIMER	PO BOX 2017 MONTAUK, NY 11954 USA	Until successor is elected and qualified
DIRECTOR	TED PLATZ	PO BOX 119 NEWPORT, RI 02840 USA	Until successor is elected and qualified
DIRECTOR	ROBERT WESTCOTT	20 RAM HEAD ROAD NARRAGANSETT, RI 02882 USA	Until successor is elected and qualified
DIRECTOR	ROBERT GUZZO	241 COSSACHUCK HILL ROAD NORTH STONINGTON, CT 06359 USA	Until successor is elected and qualified
DIRECTOR	SCOTT BABCOCK	765 GRAVELLY HILL ROAD WAKEFIELD, RI 02879 USA	Until successor is elected and qualified
DIRECTOR	CHRISTOPHER T. BROWN SR.	35 ERICA COURT WEST KINGSTON, RI 02892 USA	Until successor is elected and qualified
DIRECTOR	HOWARD FOLLETT	343 WINCHESTER DRIVE WAKEFIELD, RI 02879 USA	Until successor is elected and qualified
DIRECTOR	TODD SUTTON	38 FENNER AVE NEWPORT, RI 02840 USA	Until successor is elected and qualified

Consent   
  Manufacturer   
  Confidential Data   
  Does Not Require Annual Report  
 Partnership   
  Resident Agent   
  For Profit   
  Merger Allowed

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

- ALL FILINGS
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Consolidation - Foreign and Domestic

**Comments**