

SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of December 1, 2011 (the “Effective Date”), by and among V, Northeast Fishery Sector Inc. (“NEFS V”) and each of the Sector members identified on the attached **Exhibit A**.

Recitals

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

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

Agreement

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

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

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

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

2.1 **Rule of Three Requirement:** Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 151069 under the distinct ownership of Goldenwood Fisheries Inc., permit # 250693 under the distinct ownership of Kingston Trawlers Inc., and permit # 310991 under the distinct ownership of Rodman W Sykes.

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

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

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

Committee (as defined below) and the Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's Harvest Share shall be a breach of this Agreement.

6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Christopher Brown will serve as the registered agent for receiving service of process on behalf of the Sector. Daniel Salerno will serve as the NEFS V sector manager for FY 2012-2013.

6.1 Communication with Sector. The Manager is the primary point of contact for all communications on behalf of the Sector and all communications regarding NEFS V should be directed accordingly. In addition to the Sector Manager, Fred Mattera, is authorized to act on behalf of the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

President: Christopher Brown

Clerk: Stephen Arnold

Vice President: James Fox

Directors: James Fox, Stephen Arnold, Ted Platz, Robert Westcott,

Robert Guzzo, Donald Fox, Charles Weimer, Christopher Brown, Howard

Follett, Lindalee Jordan

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

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

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

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

7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before December 1, 2012 (the "Notification Date"), and on or before succeeding Notification Dates established by the Board for FY 2012 and thereafter of their intention to harvest Sector ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest Share shall be subject to all NMFS and other management regulations generally applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE allocation permitted to be harvested in such season or area. The Manager may impose and enforce additional restrictions on each Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

(a) Not fishing in ACE-accountable fisheries;

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

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

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

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

7.3 Harvest Share Transfer.

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

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

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

7.5 Re-direction Of Effort. During FY 2010, NEFS V vessels switched fishing efforts into the following fisheries to a greater extent than in previous years due to decreased opportunities to participate in the groundfish fishery, however these are fisheries that NEFS V vessels have historically participated in:

- Fishery: Squid (Gear: small mesh trawl)
- Fishery: Whiting (Gear: small mesh trawl)
- Fishery: Scallop (Gear: trawl, dredge)
- Fishery: Lobster (Gear: pot/trap)
- Fishery: Monkfish (Gear: trawl, gillnet)
- Fishery: Skate (winter & bait) (Gear: trawl, gillnet)
- Fishery: Scup (Gear: trawl)
- Fishery: Herring (Gear: trawl)
- Fishery: Fluke (Gear: trawl)
- Fishery: Butterfish (Gear: trawl)
- Fishery: Dogfish (Gear: trawl, gillnet)

During FY 2011, NEFS V vessels switched effort into the following fisheries:

- Fishery: Herring (Gear: small mesh trawl)
- Fishery: Skate (bait) (Gear: trawl)
- Fishery: Loligo Squid (Gear: small mesh trawl)
- Fishery: Scup (Gear: trawl)
- Fishery: Whiting (Gear: small mesh trawl)
- Fishery: Fluke (Gear: trawl)
- Fishery: Monkfish (Gear: trawl)
- Fishery: Illex Squid (Gear: small mesh trawl)

During FY 2012, NEFS V anticipates that no additional redirection of effort will take place.

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 2011, 73 % of the permits which are enrolled in the NEFS V Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS V Sector has 30 permits currently enrolled. Of those 30 permits, 23 are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the NEFS V Sector expects that compared to FY 2011 there would be no change from the consolidation that previously occurred within the sector during FY 2011. The member permits that are not attached to active NE multispecies vessels in FY 2012 are the same permits that leased out their Harvest Share in FY 2011. In most cases, a member who owns multiple permits fished the Harvest Share (or DAS if in the common pool) of all those permits on a single hull and will now

continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

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 manager of V, Northeast Fishery Sector Inc., Program Director of Northeast Sector Service Network, and the Fishtrax Programmer, of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records.

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

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

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

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

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

10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the market value of an unprocessed pound of each Allocated Species (each such value being a "Base Value"), and transmit such Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take into account both the direct costs and the opportunity costs associated with an over-harvest of the relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-

harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate of the losses that the Sector and its Members could be expected to suffer as a result of such breaches. Because the damages suffered by one or more other Sector Members as the result of a Member harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share overages.

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

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

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

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

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

extent on the basis of such data. If the Enforcement Committee determines that a Member breached this Agreement, the Sector shall have the right to collect from such Member the liquidated damages amount provided for such breach under this Agreement.

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

10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to resolve a breach of this Agreement through voluntary compliance measures approved by the Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by Bank of America, or such other bank as the Board may select from time to time, as of the last day of the voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal action to collect the liquidated damages. In addition, in connection with Member breaches resulting from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement Committee) may take possession of an amount of the Member in breach's Harvest Share for the overharvested species for the year in which the contract breach occurred and, if necessary, in subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided

that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with any action to collect liquidated damages from a Member in breach of this Agreement, whether or not the Sector prevails in such action.

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

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

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before December 1, 2011, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

If a Member is in breach of this Agreement or has outstanding Sector payment or performance obligations as of the Termination Date, unless the Board takes action to terminate such Member's membership, such Member's membership shall be deemed renewed for the following year,

notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the authority to file an application for a Sector allocation including such Member as a Member of the Sector. Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all documents necessary or convenient to give effect to this provision.

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

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

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

addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

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

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

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

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

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

15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by the Board, in favor of Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI" permit to a person who is not an Active Member unless such person assumes all of the transferring Member's obligations under this Agreement as of the effective date of such transfer. A person other than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

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

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

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

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

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

The final decision of the Arbitrators shall not be subject to review or appeal by any other person, including any court, with the exception of NMFS in its oversight role for the purposes of statutory and regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and

relinquished. Such final decision shall bind the parties and shall not require any further action of enforcement or collection once docketed with the records of the Sector. In breach by any Member of performance thereof, the Manager may *sua sponte* and without any notice or hearing issue a Stop Fishing Order or an Order of Expulsion respecting such Member in breach.

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

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

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

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EXHIBIT A

Sector Membership Fishing Year 2012 (May 1, 2012 to April 30, 2013)

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

Owner/Entity	MRI	Permit Number
Four Winds Fisheries Inc.	1185	310554
Black Sheep Fisheries Inc.	902	330567
Heather Lynn Inc.	1085	410327
Atlantic Queen Inc.	636	320550
Harvest Fisheries Inc	514	310403
Rodman W Sykes	599	310991
Dapper Fisheries Inc.	299	240904
Kingston Trawlers Inc.	428	250693
Ocean State Fisheries Inc.	562	320139
R.C.G. Fisheries Inc	613	310509
Karyn Inc	1471	250338
Goldenwood Fisheries Inc	394	151069
Kenneth A Ketcham	529	310473
Ci-Laur Ltd	573	320205
Atlantic Cape Fisheries Inc.	655	320657
Atlantic Cape Fisheries Inc.	1163	410469
Elmridge Fisheries Inc.	649	320645
Rebecca Mary Fisheries LLC	886	330534
Lightning Bay Inc	1126	410410
Determination Fisheries LLC	761	330782
Inshore & Offshore Charters Inc.	382	320885
Excalibur Fisheries LLC	803	330339
KCS Holdings LLC	365	151045
JMJ Fisheries Inc.	1752	320577
Ocean Harvest Inc.	1277	214901
Fox Fisheries Inc.	581	330779
Heidi and Kristi Inc.	340	250164
Rianda S Fisheries Inc.	1507	310378
Charles Weimar	357	150438
Diaz Fisheries Inc	600	330387

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

Vessel Name	Documentation/ Registration Number
Mary Rose	910496
Black Sheep	622003
Heather Lynn	663840
Atlantic Queen	624895
Virginia Marise	587180
Elizabeth Helen	659112
Ocean State	531996
Jenna Lynn II	692412
Proud Mary	RI9130U
Linda Marie	674824
Merit	509027
Stephanie Bryan	581935
Rebecca Mary	656328
Lightning Bay	910012
Determination	624748
Excalibur	607406
Hopefull	620064
Rayda Cheramie	603433
Kelsi and Morgan	511573
Rianda S.	623601
Rayna & Kerstin	941176
Anticipation	938786
Second Wind	615481

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EXHIBIT B

Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2012 (May 1, 2012 to April 30, 2013)

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

Owner/Entity	Permit(s)
Ocean Harvest Inc.	150598; 221554; 230146: in common pool
Atlantic Cape Fisheries Inc.	251677: in common pool

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

MRI	Permit	F/V Name	Registration	Federal Permits
1185	310554	Mary Rose	910496	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
902	330567	Black Sheep	622003	bluefish, black sea bass, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
1085	410327	Heather Lynn	663840	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-LA-all areas, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Illlex squid, tilefish-C/I
636	320550	Atlantic Queen	624895	bluefish, black sea bass, spiny dogfish, summer flounder, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, tilefish-C/I
514	310403	Ruthy L	640243	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
599	310991	Virginia Marise	587180	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic

MRI	Permit	F/V Name	Registration	Federal Permits
				mackerel, tilefish-C/I
299	240904	CrackerJac	678130	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, scup, skate, loligo/butterfish, tilefish-C/I
428	250693	Elizabeth Helen	659112	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-IFQ, American lobster non-trap, American lobster trap-area 2, American lobster trap-area outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
562	320139	Ocean State	531996	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-area 2&3, herring-LA-Inc., scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
613	310509	Jenna Lynn II	692412	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
1471	250338	Miss Karyn	583318	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
394	151069	Proud Mary	RI9130U	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
529	310473	Linda Marie	674824	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-areas 2&3, herring-LA-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. E), NE multispecies, ocean quahog, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
382	320885	Rayna & Kerstin	941176	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
1163	410469	Anticiaption	938786	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scallop-LA-FT, scup, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I
573	320205	Merit	509027	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster

MRI	Permit	F/V Name	Registration	Federal Permits
				trap-area 2, American lobster trap-area 6, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
655	320657	Travis and Natalie	666328	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I
649	320645	Stephanie Bryan	581935	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
886	330534	Rebecca Mary	656328	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
1126	410410	Lightning Bay	910012	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
761	330782	Determination	624748	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. D), NE multispecies, scup, skate, loligo/butterfish, squid/butterfish-Inc, tilefish-C/I
803	330339	Excalibur	607406	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I
365	151045	Seafarer II	RI0656V	bluefish, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
1752	320577	Hopefull	620064	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I
1277	214901	Waynes World	1066921	NE multispecies - hook gear
581	330779	Rayda Cheramie	603433	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel,

MRI	Permit	F/V Name	Registration	Federal Permits
				tilefish-C/I
340	250164	Kelsi and Morgan	511573	bluefish, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, scup, surf clam, skate, loligo/butterfish, tilefish-C/I
1507	310378	Rianda S.	623601	bluefish, bluefish-CH/P, black sea bass, black sea bass-CH/P, spiny dogfish, summer flounder, summer flounder-CH/P, Inc HMS squid trawl, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-area6, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, scup-CH/P, skate, loligo/butterfish, squid/mackerel/butterfish-CH/P, Atlantic mackerel, Illex squid, tilefish-C/I, tilefish-CH/P, Tuna
357	150438	Privateer	NY9836JU	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I
600	330387	Second Wind	615481	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I

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MRI	Permit	F/V Name	Registration	State Permits
1185	310554	Mary Rose	910496	NY Food Fish, Crab, Lobster, Summer Flounder, Striped Bass, Shellfish Diggers
902	330567	Black Sheep	622003	RI Mults; MA Fluke, Scup
1085	410327	Heather Lynn	663840	RI Mults; MA Striped Bass, Sea Bass, Lobster, Sea Herring, Scup
636	320550	Atlantic Queen	624895	RI Mults; NY; MA Lobster, Coastal Access, Striped Bass, Fluke, Sea Bass, Scup
514	310403	Ruthy L	640243	NY Food Fish, Shellfish, Lobster
599	310991	Virginia Marise	587180	RI Mults
299	240904	CrackerJac	678130	MA; RI Mults
428	250693	Elizabeth Helen	659112	RI Mults
562	320139	Ocean State	531996	RI Mults; RI Mults
613	310509	Jenna Lynn II	692412	CT; RI Mults; RI Restricted Finfish
1471	250338	Miss Karyn	583318	RI Mults; CT; NY
394	151069	Proud Mary	RI9130U	RI Mults; MA Shellfish, Coastal Access, Electronic

MRI	Permit	F/V Name	Registration	State Permits
				Reporting, Sea Bass, Fluke, Scup
529	310473	Linda Marie	674824	RI Mults; RI Mults
1163	410469	Anticipation	938786	
573	320205	Merit	509027	NY; NY; RI Finfish
382	320885	Rayna & Kerstin	941176	NJ Fluke
655	320657	Travis and Natalie	666328	RI Mults; NY; NJ; MA; VA Fluke
649	320645	Stephanie Bryan	581935	RI Mults; MA Coastal Access, Sea Bass, Fluke, Scup; NY Food Fish, Fluke
886	330534	Rebecca Mary	656328	RI Mults; S Mass 062304
1126	410410	Lightning Bay	910012	RI Mults; MA Fluke, Striped Bass, Scup, Sea Bass, Lobster
761	330782	Determination	624748	RI Mults
803	330339	Excalibur	607406	MA Scup, Sea Bass, Lobster
365	151045	Seafarer II	RI0656V	
1752	320577	Hopefull	620064	RI Mults; MA Lobster, Scup, Sea Bass
1277	214901	Waynes World	1066921	RI Mults
581	330779	Rayda Cheramie	603433	RI Mults
340	250164	Kelsi and Morgan	511573	RI Mults; CT
1507	310378	Rianda S.	623601	
357	150438	Privateer	NY9836JU	
600	330387	Second Wind	615481	

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Owner/Entity	MRI	Permit Number	Vessel Name	Documentation/ Registration Number	Active Member (Y/N)	LAMS Grounfish Permits Member is not enrolling in the Sector. (if enrolling in another Sector please indicate which one)
Dapper Fisheries Inc.	299	240904	CrackerJac	678130	n	
Heidi and Kristi Inc.	340	250164	Kelsi and Morgan	511573	y	
Charles Weimar	357	150438	Privateer	NY9836JU	n	
KCS Holdings LLC	365	151045	Seafarer II	RI0656V	n	
Inshore & Offshore Charters Inc.	382	320885	Rayna & Kerstin	941176	y	
Goldenwood Fisheries Inc	394	151069	Proud Mary	RI913OU	y	
Kingston Trawlers Inc.	428	250693	Elizabeth Helen	659112	y	
Harvest Fisheries Inc	514	310403	Ruthy L	640243	n	
Kenneth A Ketcham	529	310473	Linda Marie	674824	y	
Ocean State Fisheries Inc.	562	320139	Ocean State	531996	y	
Ci-Laur Ltd	573	320205	Merit	509027	y	
Fox Fisheries Inc.	581	330779	Rayda Cheramie	603433	y	
Rodman W Sykes	599	310991	Virginia Marise	587180	y	
Diaz Fisheries Inc	600	330387	Second Wind	615481	y	
R.C.G. Fisheries Inc	613	310509	Jenna Lynn II	692412	y	
Atlantic Queen Inc.	636	320550	Atlantic Queen	624895	y	
Elmridge Fisheries Inc.	649	320645	Stephanie Bryan	581935	y	
Atlantic Cape Fisheries Inc	655	320657	Travis and Natalie	666328	n	251677 - common pool
Determination Fisheries LLC	761	330782	Determination	624748	y	
Excalibur Fisheries LLC	803	330339	Excalibur	607406	y	
Rebecca Mary Fisheries LLC	886	330534	Rebecca Mary	656328	y	
Black Sheep Fisheries Inc.	902	330567	Black Sheep	622003	y	
Heather Lynn Inc.	1085	410327	Heather Lynn	663840	y	
Lightning Bay Inc	1126	410410	Lightning Bay	910012	y	
Atlantic Cape Fisheries Inc	1163	410469	Anticipation	938786	y	251677 - common pool
Four Winds Fisheries Inc.	1185	310554	Mary Rose	910496	y	
Ocean Harvest Inc.	1277	214901	Waynes World	1066921	n	150598; 221554; 230146 - common pool
Karyn Inc	1471	250338	Miss Karyn	583318	n	
Rianda S Fisheries Inc.	1507	310378	Rianda S.	623601	y	
JMJ Fisheries Inc.	1752	320577	Hopefull	620064	y	

MRI	Permit	F/V Name	Registration	Federal Permits	State Permits
299	240904	CrackerJac	678130	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, scup, skate, loligo/butterfish, tilefish-C/I	MA; RI Mults
340	250164	Kelsi and Morgan	511573	bluefish, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, scup, surf clam, skate, loligo/butterfish, tilefish-C/I	RI Mults; CT
357	150438	Privateer	NY9836JU	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I	
365	151045	Seafarer II	RI0656V	bluefish, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I	
382	320885	Rayna & Kerstin	941176	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobstr non-trap, monkfish (Cat. E), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish-C/I	NJ fluke
394	151069	Proud Mary	RI9130U	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; MA Shellfish, Coastal Access, Electronic Reporting, Sea Bass, Fluke, Scup
428	250693	Elizabeth Helen	659112	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-IFQ, American lobster non-trap, American lobster trap-area 2, American lobster trap-area outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults
514	310403	Ruthy L	640243	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	NY Food Fish, Shellfish, Lobster
529	310473	Linda Marie	674824	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-areas 2&3, herring-LA-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. E), NE multispecies, ocean quahog, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I	RI Mults; RI Mults
562	320139	Ocean State	531996	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-area 2&3, herring-LA-Inc., scallop LAGC-Inc, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; RI Mults
573	320205	Merit	509027	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, American lobster trap-area 6, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	NY; NY; RI Finfish
581	330779	Rayda Cheramie	603433	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, skate, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I	RI Mults
599	310991	Virginia Marise	587180	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults
600	330387	Second Wind	615481	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	
613	310509	Jenna Lynn II	692412	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster trap-area 2, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	CT; RI Mults; RI Restricted Finfish
636	320550	Atlantic Queen	624895	bluefish, black sea bass, spiny dogfish, summer flounder, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, tilefish-C/I	RI Mults; NY; MA Lobster, Coastal Access, Striped Bass, Fluke, Sea Bass, Scup
649	320645	Stephanie Bryan	581935	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; MA Coastal Access, Sea Bass, Fluke, Scup; NY Food Fish, Fluke
655	320657	Travis and Natalie	666328	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I	RI Mults; NY; NJ; MA; VA Fluke
761	330782	Determination	624748	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. D), NE multispecies, scup, skate, loligo/butterfish, squid/butterfish-Inc, tilefish-C/I	RI Mults
803	330339	Excalibur	607406	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, American lobster non-trap, American lobster trap-area 2, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I	MA Scup, Sea Bass, Lobster
886	330534	Rebecca Mary	656328	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; S Mass 062304
902	330567	Black Sheep	622003	bluefish, black sea bass, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-outer cape, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, loligo/butterfish, squid/butterfish-Inc, Atlantic mackerel, tilefish-C/I	RI Mults; MA Fluke, Scup
1085	410327	Heather Lynn	663840	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-LA-all areas, scallop LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Illex squid, tilefish-C/I	RI Mults; MA Striped Bass, Sea Bass, Lobster, Sea Herring, Scup
1126	410410	Lightning Bay	910012	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; MA Fluke, Striped Bass, Scup, Sea Bass, Lobster
1163	410469	Anticipation	938786	bluefish, black sea bass, spiny dogfish, summer flounder, Inc HMS squid trawl, herring-OA-PL, scallop LAGC-IFQ, American lobster non-trap, monkfish (Cat. C), NE multispecies, red crab-OA-Inc, scallop-LA-FT, scup, skate, loligo/butterfish, Atlantic mackerel, Illex squid, tilefish-C/I	
1185	310554	Mary Rose	910496	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-LP, scallop-LAGC-IFQ, American lobster non-trap, monkfish (Cat. E), NE multispecies, red crab-OA-Inc, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	NY Food Fish, Crab, Lobster, Summer Flounder, Striped Bass, Shellfish Diggers
1277	214901	Waynes World	1066921	NE multispecies - hook gear	RI Mults
1471	250338	Miss Karyn	583318	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, American lobster non-trap, monkfish (Cat. E), NE multispecies, scup, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; CT; NY
1507	310378	Rianda S.	623601	bluefish, black sea bass, spiny dogfish, summer flounder, herring-LA-Inc, scallop-LAGC-Inc, American lobster non-trap, American lobster trap-area 2, American lobster trap-area6, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, scup-CH/P, skate, loligo/butterfish, squid/mackerel/butterfish-CH/P, Atlantic mackerel, Illex squid, tilefish-C/I, tilefish-CH/P, Tuna	
1752	320577	Hopefull	620064	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-Inc, American lobster non-trap, monkfish (Cat. D), NE multispecies, ocean quahog, red crab-OA-Inc, scup, surf clam, skate, loligo/butterfish, Atlantic mackerel, tilefish-C/I	RI Mults; MA Lobster, Scup, Sea Bass

EXHIBIT C

HARVESTING RULES

Fishing Year 2012 (May 1, 2012 to April 30, 2013)

*The Members and the Participating Vessels of **V, Northeast Fishery Sector Inc.** agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2012 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS V will fish in primarily in the Southern New England/Mid Atlantic (SNE/MA), Inshore Georges Bank and Offshore Georges Bank. Limited fishing may occur in Gulf of Maine.*

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

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

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

- 1 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest
2 Share management.
- 3 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
4 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE
5 transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer system. The
6 Sector, through their Board, may alter the RESERVE holdback percentages for any or all stocks held
7 by the Sector to prevent under harvest of the Sector's ACE.
- 8 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
9 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
10 Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the
11 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
12 Harvest Shares trajectories will be set to the Harvest Share. Once 90% of any Sector ACE is attained,
13 slowing mechanisms such as tiered landing limits that apply differential counting of quota or service
14 fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms
15 are triggered or at any time during the fishing year, the Board may direct the Sector Manager to
16 seek additional ACE through an ACE transfer with other sectors.
- 17 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
18 fishing operations must be retained and counted against the Sector's ACE allocation, unless
19 otherwise exempted.
- 20 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
21 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction
22 proposed in Amendment 16 for common pool vessels. Members will be required to use an "A DAS
23 when conducting fishing operations that are not exempted from DAS usage, for example, when
24 fishing under a monkfish DAS.
25
- 26 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
27 of the four stock delineation areas as identified in Amendment 16 and relating implementing
28 regulations.
29
- 30 **8. TRIP END HAIL:** Sector vessels will comply with any Trip End Hail requirements established by the
31 Agency.
32
- 33 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
34 will complete a catch report each time the vessel changes areas.
35
- 36 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
37 one US/CA area or more than one of the four stock areas will complete a catch report each time the
38 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
39 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
40 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
41 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
42
- 43 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
44

1 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
2 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
3 entering port to End a Trip. Catch reports will include, at a minimum, all data elements of fully
4 compliant VTR logbook record/s and the Dockside Monitoring Program. The Sector Manager may
5 modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic (SAP)
6 or internal quota management requirements. In the event a Member vessel is unable to submit his
7 catch records electronically, the Member, will have no more than twenty-four (24) hours to provide
8 such reports to the Sector Manager, upon completion of vessel offload.
9

10 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
11 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
12 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
13 required by NERO. Sector Members will execute all documents necessary to meet legal
14 requirements for the purpose of facilitating e-VTR service.
15

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

36 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting due date for
37 the sector manager's weekly report will be increased to daily when either 80% of any of the
38 sector's ACEs is reached, or when, for two consecutive weekly reporting periods 20% or
39 more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the
40 latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of
41 Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger will
42 have been reached and sector reporting will be changed to daily. The Sector Manager, or a
43 designated representative, will notify NMFS immediately by email, or mail if this, or an
44 agreed upon alternative threshold has been meet that triggers daily reporting.
45

1 An alternative threshold for increasing reporting frequency may be implemented during FY
2 2012 if agreed upon by the sector and NMFS.

3
4 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager will include
5 any enforcement or reporting compliance issues, including violations of Operations Plan
6 (excluding those sections identified as administrative provisions); regulations; or general
7 problems with monitoring or sectors operations in their *Trip Issue Report* which is
8 submitted to NMFS.
9

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

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

31 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
32 logbook area information to calculate stock attribution ratios for all applicable species.
33

34 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
35 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
36 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
37 based on data collected during that trip and will account for all hauls (observed and unobserved) on
38 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate
39 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard
40 rates.
41

42 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's
43 vessels to a data collection and distribution web portal, an administrative exemption may or may
44 not be required to allow the server to relay catch reports and logbook data on behalf of sector
45 member vessels.
46

47 **20. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
48 messaging component of their VMS units. All data necessary for sector ACE management, including

1 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
2 formats to minimize characters and maximize message capacity. Notwithstanding reporting
3 requirements that cannot be altered by a sectors operations plan, the Sector's server will be
4 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
5 requirements in the formats required by the recipients.
6

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

10
11 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
12 Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall maintain the LOA
13 on-board at all times while fishing for groundfish, as well as a copy of the Sector Agreement and
14 Harvesting Rules. Furthermore, Members acknowledge that the Vessels must comply with all
15 applicable Federal regulations not specifically exempted in the LOA.
16

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

- 19 • Trip limits on allocated stocks
- 20 • Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 21 • All Groundfish DAS restrictions
- 22 • Gulf of Maine Rolling Closures, except for:
 - 23 ○ April – Blocks 124, 125, 132, 133
 - 24 ○ May – Blocks 132, 133, 138, 138,139,140
 - 25 ○ June – Blocks 139, 140, 145, 146, 147, 152
 - 26 ○ *Unless authorized as a sector specific exemption.*

27
28 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
29 this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in
30 order to utilize these Sector Specific Exemptions:

- 31 **22.1** 20 Day Spawning Block.
- 32 **22.2** DAS Leasing Program length and horsepower restrictions.
- 33 **22.3** Gear Requirements in US/CA Management Area.
- 34 **22.4** Requirement to maintain VMS powered while at dock.
- 35 **22.5** Dockside monitoring requirements for vessels fishing west of 72° 30'.
- 36 **22.6** DSM requirements for monkfish trips in the monkfish Southern Fishery Management Area.
- 37 **22.7** Exemption from the 6.5" minimum mesh size requirement, allowing trawl vessels to utilize
38 6.0" mesh size for targeted redfish trips.
- 39 **22.8** Requirement to declare intent to fish in the Eastern US/CA SAP and CA II YT/Haddock SAP
40 prior to leaving the dock.

41
42
43 **23. AT SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-sea-
44 monitoring program for FY2012. In the event, the Sector chooses to increase at-sea coverage
45 beyond that which is funded and managed by NMFS, the sector will secure a service arrangement

1 with one or more of the certified ASM vendors and assume all costs and responsibilities associated
 2 with this private contractual arrangement. Any additional at-sea monitoring coverage beyond the
 3 NMFS-funded level will be provided pursuant to an independent contract between the Sector and a
 4 NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip
 5 selection coordinated through NMFS, will be conducted in the same manner with the same
 6 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this
 7 additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or
 8 the NMFS-funded at-sea monitoring program.

9 **24. DOCKSIDE MONITORING PROGRAM:** In the event DSM is funded by NMFS, the sector will modify
 10 its operations plan in accordance with applicable NMFS Dockside Monitoring Standards as codified
 11 in 50 CFR 648.7(b)(1)(v)(B), as well as any internal needs that the Sector deems necessary.
 12 Additionally, the Sector will contract one or more providers from the list that has been approved by
 13 NMFS to provide dockside monitoring and notify NMFS of its selection.

14 **24.1** In the event DSM is funded, the Sector will be requesting that the following exemptions
 15 previously approved in FY 2011 be authorized.

16 **24.1. 1** Dockside monitoring requirements for vessels fishing west of 72-30’.

17 **24.1. 2** DSM requirements for monkfish trips in the monkfish southern fishery management
 18 area.

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

Primary Port(s) of Landing	Secondary Port(s) of Landing
<ul style="list-style-type: none"> • Rhode Island: Point Judith • Connecticut: Stonington • New York: Montauk 	<ul style="list-style-type: none"> • Massachusetts: New Bedford, Boston, Gloucester, Woods Hole, Westport • Rhode Island: New Shoreham, Newport • New York: Greenport, Hampton Bay, Shinnecock. • New Jersey: Cape May, Barnegat Light, Belford • Virginia: Newport News, Chincoteague

23
 24 **26. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for
 25 variance from the landing ports listed. If for reasons beyond a vessel operators control such as
 26 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
 27 danger of sinking, crew injury or life threatening illness and any other emergency situations that
 28 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the

1 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
2 protocol, they must notify their Manager of when and where they had to seek safe harbor within 6
3 hours of this entering the port.

4
5 **27. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
6 acknowledge that the following provisions have been interpreted by NMFS as applicable to all
7 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize
8 these universal interpretations within their sector management and operations:

9 **27.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
10 (between members) within the guidelines and procedures contained in the FMP and as
11 amended by Amendment 16. The Sector would accept any future relief in the length and
12 horsepower constraints of the program that may be authorized by the RA in the future.

13 **27.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
14 (DAS) outside of the Sector are authorized under this provision to do so, only with
15 Members of other Sectors whom are similarly exempt. Members acknowledge that such
16 DAS leasing would not be exempted from existing length and horsepower constraints as
17 currently contained in applicable regulations.

18 **27.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
19 requirements. Sector vessels shall continue using paper VTRs for FY 2012, as required by
20 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
21 submission of required VTR reports have been authorized by the Regional Administrator
22 using a phased implementation process. The Sector and its Members may utilize e-VTR in
23 accordance with the phased implementation process.

24 **27.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
25 Assessment for all sectors seeking authorization for Fishing Year 2012, and that NMFS
26 communication has stated that if an exemption is approved for one Sector, all other
27 authorized Sectors can be similarly approved for that specific exemption based on the
28 terms and conditions of the originally requesting sector. In light of this understanding,
29 NEFS V will request authorization for such exemptions it deems beneficial for its
30 operations, prior to the publication of the final authorizing rule.

31

1

EXHIBIT D

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are enforceable and
26 therefore not considered administrative under this section.

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

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

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 12. CATCH REPORTS:
- 13 16. DATA RECONCILIATION:
- 14 19. ADMINISTRATIVE EXEMPTION:
- 15 20. DATA MANAGEMENT:
- 16 23. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring
- 17 coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring
- 18 will be administrative, except in those specific situations where NMFS enforcement would apply.
- 19 24. DOCKSIDE MONITORING PROGRAM: In the event that DSM is funded by NMFS the Sector will
- 20 modify its operations plan and this addendum accordingly to reflect those provisions of DSM that are
- 21 administrative in nature.
- 22 26. SAFE HARBOR PROTOCOL:
- 23 27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 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.

INFORMATIONAL ADDENDUM

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Daniel Salerno	Manager	Day-to-Day Sector Operations	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
Daniel Salerno	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Issue	jackie_odell@yahoo.com	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
Daniel Salerno	Manager	Sector Specific Research	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882
Daniel Salerno	Manager	Sector Specific Outreach	nefsector5@gmail.com	(401) 932-0070	C/O NESTCo. 55 State Street	Narragansett	RI	02882

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this ___ day of 11/19/2011 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Howard A. Follett*

Owner/Entity Name:

Atlantic Queen Inc.

Name of Authorized Representative (print):

Howard A. Follett

Title:

President

List all permits including those listed in 4.0

Permit Number: *320550* MRI *636*

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lori Threlfall
08.04.2012

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 16 day of 11/11, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>Black Sheep</u> | Doc/Reg # | <u>622003</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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Miles Poursall II

Owner/Entity Name:

Black Sheep Fisheries Inc.

Name of Authorized Representative (print):

Miles Poursall

Title: _____

List all permits including those listed in 4.0

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. Houze

My commission expires 07/06/14

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of 11, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Daniel Barlow

Owner/Entity Name:

Dapper Fisheries Inc.

Name of Authorized Representative (print):

Daniel Barlow

Title: Pres.

List all permits including those listed in 4.0

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 09/06/14

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 14 day of NOV., 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Stephen A Arnold

Owner/Entity Name:

Kingston Trawlers, Inc.

Name of Authorized Representative (print):

Stephen A Arnold

Title: President

List all permits including those listed in 4.0

Permit Number: 250693 MRI 428

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Beth Brown
exp. 12.1.13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28th day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Excalibur Doc/Reg # 607 406
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Excalibur Fisheries LLC

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet MANAGER

List all permits including those listed in 4.0

Permit Number: 330 339 MRI 803

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Comm Exp: 6/28/13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>Heather Lynn</u>	Doc/Reg #	<u>663840</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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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 4.0

Permit Number: 410327 MRI 1085

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Jamela A Bice
Notary Public
my comm exp 8/27/14

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28th day of November 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 # 6020064

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Yudetele 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 4.0

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Permit Number: _____MRI_____

Notary Public:

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

 1/2

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

[Handwritten Signature]

List all permits including those listed in 4.0

Permit Number: 410206 MRI 1016

Owner/Entity Name:

Silhouette Trawlers, Inc.

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Eric E. Ruiz

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: president/owner.

Permit Number: _____ MRI _____

Notary Public:

Kelly Hammond
MCE 6/24/2012



[Handwritten mark] 2/2

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of NOV, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Jenna Lynn B 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Robert C Guzzo*

Owner/Entity Name:

A.C. 6 Fisheries Inc

Name of Authorized Representative (print):

Robert C Guzzo

Title: *Owner + President*

List all permits including those listed in 4.0

Permit Number: ^{*Fed*} *310509* MRI *613*
_{*state*}

Permit Number: *C7-586* MRI _____

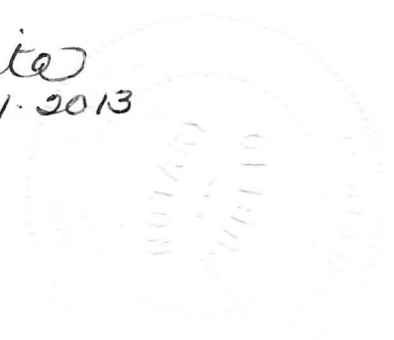
Permit Number: *RI Motts* MRI _____

Permit Number: *RI Restricted For Fish RI* MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Ana M. Rito
Notary Public: *5-31-2013*



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of Nov, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Welsi + 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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 4.0

Permit Number: 250164 MRI 340

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Kelly Hammond
my commission expires 4/24/2012

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>Lightning Bay</u>	Doc/Reg #	<u>910012</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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Lightning Bay Inc

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet Manager

List all permits including those listed in 4.0

Permit Number: 410410 MRI 1126

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

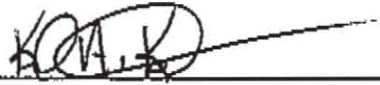
Permit Number: _____ MRI _____

Notary Public: Raura Pope 48333
Comm. Exp: 6/28/13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

F/V Linda Marie

Name of Authorized Representative (print):

Kenneth A. Ketchum

Title: owner

List all permits including those listed in 4.0

Permit Number: 310423 MRI 529

Permit Number: ~~_____~~ MRI ~~_____~~

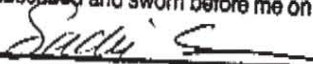
Permit Number: _____ MRI _____

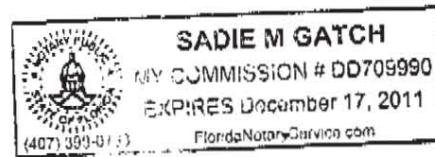
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

State of FL County of Lake
Subscribed and sworn before me on 11-25-11

(Date)
(Notary Signature)



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 15th day of November 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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

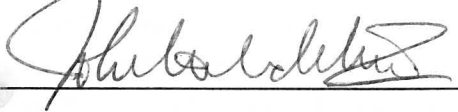
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Four Winds Fisheries, Inc.

Name of Authorized Representative (print):

John H Windels III

Title: President

List all permits including those listed in 4.0

Permit Number: 310554 MRI 1185

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____



Notary Public:

BERNADETTE DeANGELIS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DE4750311 SUFFOLK COUNTY
Commission Expires June 30, 2015

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of Nov 2011 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>MCCIT</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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Sydney R. Smith III*

Owner/Entity Name:

C1-LAUR LTD

Name of Authorized Representative (print):

Sidney R. Smith III

Title: President

List all permits including those listed in 4.0

Permit Number: 320205 MRI 573

Permit Number: 000381 MRI

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: for Sidney R. Smith III
Linda J. Cooper Nov. 18, 2011

LINDA J COOPER
NOTARY PUBLIC, State of New York
NO. 01CO4822563, Suffolk County
Term Expires December 31, 2014

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Nov, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Peter E Bessette

Owner/Entity Name:

Owner KARYN INC

Name of Authorized Representative (print):

PETER E BESSETTE

Title: President

List all permits including those listed in 4.0

Permit Number: 250338 MRI 1471

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

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



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18th day of NOVEMBER 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

List all permits including those listed in 4.0

x. Robert B. Westcott

Permit Number: 320139 MRI 562

ROBERT B. WESTCOTT
Owner/Entity Name: V/P

Permit Number: _____ MRI _____

OCEAN STATE FISHERIES, INC.

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

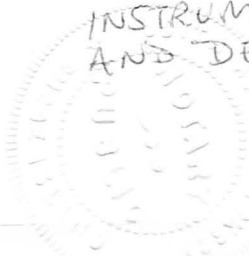
Title: _____

Permit Number: _____ MRI _____

STATE OF RI.
COUNTY OF WASHINGTON
IN S. KINGS TOWN ON THE 18TH
DAY OF NOVEMBER 2011 BEFORE ME
PERSONALLY ROBERT B. WESTCOTT KNOWN
BY ME TO BE THE PARTY EXECUTING THIS
INSTRUMENT TO BE HIS FREE ACT
AND DEED.

Notary Public:

Judith A. Frederickson
JUDITH A. FREDERICKSON, NOTARY PUBLIC
MCE 12/28/11



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of Nov, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Charles Weimar

Owner/Entity Name:

Rianda S Fisheries Inc.

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.0

Permit Number: 150438 MRI 357

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: _____

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 18 day of NOVEMBER 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 # PI - 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

List all permits including those listed in 4.0

x. Christopher Brown

Permit Number: 151069 MRI 394

Owner/Entity Name:

Permit Number: _____ MRI _____

Goldenwood Fisheries Inc

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Christopher Brown

Permit Number: _____ MRI _____

Title: President / OWNER

Permit Number: _____ MRI _____

Notary Public:

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON
IN WAKEFIELD IN SAID COUNTY
ON THE 25 DAY OF NOVEMBER
2011, BEFORE ME PERSONALLY APPEARED
CHRISTOPHER BROWN EACH AND ALL TO ME
KNOWN, AND KNOWN TO ME TO BE THE
PARTY EXECUTING THE FORE GOING INSTRUMENT,
AND HEREBY ACKNOWLEDGED SAID INSTRUMENT,
BY EXECUTED TO BE HIS FREE ACT AND
DEED.



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1st day of December, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Myra Chaves Doc/Reg # 603433
Fishing Vessel Name _____ Doc/Reg # 230729
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

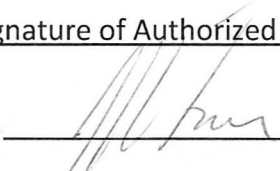
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Fox Fisheries Inc

Name of Authorized Representative (print):

David A Fox

Title: President

List all permits including those listed in 4.0

Permit Number: 330779 MRI 581

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
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Mary 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Rebecca Mary Fisheries LLC

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet Manager

List all permits including those listed in 4.0

Permit Number: 330534 MRI 886

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Comm. Exp: 6/28/13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of Nov, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>Rainda 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Charles Weimar

Owner/Entity Name:

Randa S Fisheries Inc.

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.0

Permit Number: 310378 MRI 1507

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

List all permits including those listed in 4.0

x. *Glenn Beck*

Permit Number: 310403 MRI 514

Owner/Entity Name:

Permit Number: _____ MRI _____

HARVEST Fisheries inc.

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Glenn R. Beck

Permit Number: _____ MRI _____

Title: Pres.

Permit Number: _____ MRI _____

Lucille Brand

Notary Public:

LUCILLE BRAND
Notary Public - State of New York
No. 01BR4736514
Qualified in Suffolk County
My Commission Expires May 31, 2015

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of 2011 NOV. 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Stephen A Arnold

Owner/Entity Name:

KCS HOLDS, LLC

Name of Authorized Representative (print):

Stephen A Arnold

Title: CO - OWNER

List all permits including those listed in 4.0

Permit Number: 151045 MRI 365

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Beth A. Brown
exp. 12-1-13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of NOV. 11 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 second wind 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Diaz Fisheries
~~Oscar D. Diaz~~

Name of Authorized Representative (print):

Oscar D Diaz

Title: president / owner

List all permits including those listed in 4.0

Permit Number: 330387 MRI 600

Permit Number: _____ MRI _____


Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:


MCE 6/24/2012

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Elmridge Fisheries Inc

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet Manager

List all permits including those listed in 4.0

Permit Number: 320645 MRI 649

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Comm Exp: 6/28/13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of Nov, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x *Frederick J. Mather*

Owner/Entity Name:

TRAVIS & NATALIE

Name of Authorized Representative (print):

Frederick J. Mather

Title:

President

List all permits including those listed in 4.0

Permit Number 320657 MRI 655

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

11/24/11
Rachel G Chudy
Rachel G Chudy

NOTARY PUBLIC
My Commission Expires 12-8-2013

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25th day of November, 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 UNNAMED Doc/Reg # RI3572T
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR ~~IV~~ V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

EJC Harvesters Inc

Name of Authorized Representative (print):

Donald E Fox

Title: Fleet Manager

List all permits including those listed in 4.

Permit Number: 151295 MRI 761

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Laura Pope 48333
Comm. Exp 6/28/13

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of November 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Marisa 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

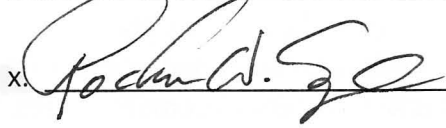
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Rodman W Sykes

Name of Authorized Representative (print):

Rodman W Sykes

Title: OWNER

List all permits including those listed in 4.0

Permit Number: 310991 MRI 599

Permit Number: _____ MRI _____


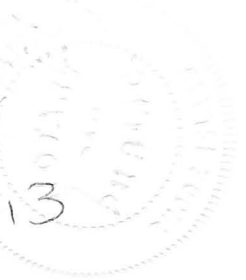
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:


5/17/13


NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28th day of November 2011, 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 December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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.

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Ted Platz Jr*

Owner/Entity Name:

Name of Authorized Representative (print):

Ted Platz Jr

Title: *President*

List all permits including those listed in 4.0

Permit Number: *214901* MRI *1277*

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

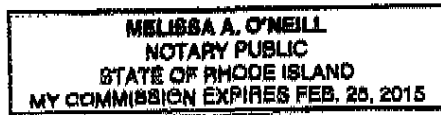
Permit Number: _____ MRI _____

11/29/11

Notary Public:

*State of Rhode Island
County of Newport*

Melissa O'Neill



NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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>FRANIS - NANTUCKET</u>	Doc/Reg #	<u>30457 666328</u>
Fishing Vessel Name	<u>ANTICIPATION</u>	Doc/Reg #	<u>938786</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Atlantic Capes Fisheries Inc.

Name of Authorized Representative (print):

SAM MARTIN

Title: VP OPERATIONS

List all permits including those listed in 4.0

Permit Number: 320657 MRI 655

Permit Number: 410 469 MRI 1163

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



DEBORAH LEE CARR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/17/2014

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of March, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS V Sector Operations Plan and Agreement dated effective as of December 1, 2011 (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 December 1, 2011 as the final date in which a NEFS V Member may withdraw from NEFS V prior to the start of the 2012 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 Sandy Doc/Reg # 590841

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR V
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Inshore & Offshore Charters Inc.

Name of Authorized Representative (print):

Eric Lundvall

Title: President

List all permits including those listed in 4.0

Permit Number: 250375 MRI 382

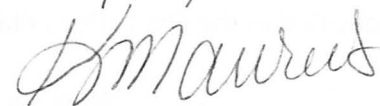
Permit Number: _____ MRI _____

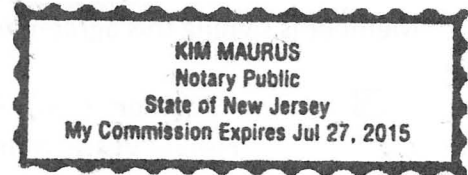
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: 3/29/2012






**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



Help with this form

GOLDEN WOOD FISHERIES, INC. Summary Screen

[Request a Certificate](#)

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	Address
	First, Middle, Last, Suffix	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	Par Value Per Share	Total Issued
----------------	--------	---------------------	--------------

	of Stock		Total Authorized Shares <i>Num of Shares</i>	and Outstanding <i>Num of Shares</i>
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:

- ALL FILINGS
- Annual Report
- Annual Report - Amended
- Articles of Amendment
- Articles of Dissolution

Articles of Dissolution and annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

View Filings

New Search



**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



Help with this form

Kingston Trawlers, Inc. Summary Screen

[Request a Certificate](#)

The exact name of the Domestic Profit Corporation: Kingston Trawlers, Inc.

Entity Type: Domestic Profit Corporation

Identification Number: 000122160

Date of Incorporation in Rhode Island: 01/03/2002

Effective Date: 01/03/2002

The location of its principal office:

No. and Street: 200 BLUEBERRY LANE

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: 200 BLUEBERRY LANE

City or Town: WEST KINGSTON

State: RI

Zip: 02892-

Name: STEPHEN A. ARNOLD

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	STEPHEN A ARNOLD	200 BLUEBERRY LANE 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 <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
STK		\$0.0000	600.00	0.00

Purpose

TO ENGAGE IN ANY 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:

- ALL FILINGS
- Annual Report
- Annual Report - Amended
- Articles of Amendment
- Articles of Dissolution

[Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

[View Filings](#)

[New Search](#)

Northeast Federal Fishing Permit

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

File Copy



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

NOAA form 88-156A

2011 Fishing Year Permit

RODMAN W SYKES
PO BOX 242
PEACE DALE, RI 02883

F/V VIRGINIA MARISE
Northeast Federal Permit Number: 310991
Documentation/Registration Number: 587180
Principal Port/State: POINT JUDITH, RI

Fisheries Permitted	<i>Date issued:</i> 02/07/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON - TRAP - 2011		05/01/2011	04/30/2012
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - LIMITED ACCESS - INCIDENTAL - 2011		05/01/2011	04/30/2012
LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
OCEAN QUAHOG - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		03/01/2011	02/29/2012
SCALLOP - LAGC - INCIDENTAL - 2011		03/01/2011	02/29/2012
SCUP - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SURF CLAM - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information



**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



Help with this form

V NORTHEAST FISHERY SECTOR, INC. Summary Screen

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 270247381

Old Federal Employer Identification Number (Old FEIN): 001003651

Date of Organization in Massachusetts: 05/26/2009

Current Fiscal Month / Day: /

Previous 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	Until successor is elected and qualified

		NORTH KINGSTOWN, RI 02852 USA	
DIRECTOR	STEPHEN ARNOLD	200 BLUEBERRY LANE WEST KINGSTON, RI 02892 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	TODD SUTTON	38 FENNER AVE NEWPORT, RI 02840 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	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

- 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

View Filings

New Search

Comments



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