

1 SECTOR OPERATIONS PLAN AND AGREEMENT

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

5 **Recitals**

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

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

14 **Agreement**

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

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

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

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

6 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in
8 the sector. This criterion has been fulfilled with permit # 310439 under the distinct ownership of
9 Heritage Fisheries Inc., permit # 410298 under the distinct ownership of Buzzards Bay Fisheries, Inc, and
10 permit # 330084 under the distinct ownership of Curlew II Inc.

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

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

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

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

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

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

18 President: Thomas Williams Sr.
19 Vice President: Mark Phillips
20 Treasurer: Thomas Williams Jr.
21 Clerk: Michael Matuliatis
22 Directors: Alex Smith, Christopher Roebuck
23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 7.5 Re-direction Of Effort. During FY 2011, NEFS **XIII** vessels switched fishing efforts into
19 the following fisheries:

- 20 • Fishery: Squid, Gear-Trawl

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

- 23
- 24 • Fishery: Squid, Gear-Trawl
- 25 • Fishery: Monk fishery, Skate fishery

26
27 During FY 2013, NEFS **XIII** anticipates similar redirection of effort to the fisheries listed above

28 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

29 NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE, regardless
30 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,
31 unless the Allocated Species harvest is managed under another management plan or as a sub-
32 component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each Active Member shall

1 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the
2 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.

3 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new
4 Magnuson requirements will influence the level of consolidation that will take place in the groundfish
5 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation
6 that may occur in the effort controlled system where overall management measures are based upon the
7 weakest stocks.

8 In FY 2012, 75% of the permits enrolled in the NEFS XIII Sector for FY 2013 are attached to
9 vessels actively fishing for NE Multispecies. For FY 2013, the NEFS XIII Sector has 40 permits currently
10 enrolled. Of those 40 permits, 30 are anticipated to actively fish for NE multispecies in FY 2013. While
11 these numbers may change, the NEFS XIII Sector expects that compared to FY 2012 there would be a net
12 consolidation beyond what previously occurred among the NEFS XIII as the share of ACE contributed by
13 member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active
14 fishing vessels would result in job losses for fishing crews and the associated negative impacts could
15 spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in
16 the fishery may experience a positive benefit, there would be fewer active fishers in the NE multispecies
17 fishery.

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

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

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

23 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and
24 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector
25 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise
26 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and
27 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or
28 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess
29 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated
30 damages amounts as established under Section 10.3, below.

1 10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to
2 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the
3 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming
4 year, and to address any other matters of Sector business properly before the Board. The Board shall
5 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such
6 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do
7 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist
8 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement
9 and shall hear and decide Members’ appeals of the Manager’s contract breach determinations and
10 liquidated damages assessments.

11 10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)
12 days prior to each annual Season Opening Date, the Manager shall establish the market value of an
13 unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit such
14 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take
15 into account both the direct costs and the opportunity costs associated with an over-harvest of the
16 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the
17 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value
18 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-
19 harvest of a Member’s Harvest Share, which shall be based on the Enforcement Committee’s estimate
20 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.
21 Because the damages suffered by one or more other Sector Members as the result of a Member
22 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
23 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the
24 Enforcement Committee’s adoption of Base Values and Base Value multipliers, such Base Values and
25 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share
26 overages.

27 10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound
28 by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest Share for such
29 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The
30 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member’s
31 Harvest Share shall be as provided on Exhibit D.

1 10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
2 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest
3 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who
4 will to a significant degree have control over whether the vessel is operated in compliance with this
5 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's
6 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such
7 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed
8 their agreement to abide by such terms in writing. Each Member assumes all liability under this
9 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

10 10.6 Liquidated Damages Security. The Board may require that a Member that has two
11 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another
12 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing
13 such Member's payment and performance obligations under this Agreement in such amounts as the
14 Board deems appropriate, or may require such Member to personally guaranty, and/or have other
15 Members or third parties personally guaranty, such Member's payment and performance obligations
16 under this Agreement.

17 10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the
18 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware
19 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if
20 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such
21 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such
22 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,
23 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the
24 time period directed by the Manager, taking into account the magnitude of the breach and the potential
25 consequences of the breach for the Sector and the other Members, the Manager shall notify the
26 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and
27 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated
28 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described
29 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its
30 Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such
31 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector

1 manager may take any action he/she deems necessary including without limitation, self-help or court
2 action which may include the seeking of injunctive relief.

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

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

1 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for
2 payment.

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

23 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition
24 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential
25 damages in connection with a breach of this Agreement resulting from the Member's gross negligence
26 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of
27 or related to the gross negligence or willful misconduct of the captain operating such Active Member's
28 vessel(s).

29 10.12 Distribution of Damages. Where a Member's breach causes one or more other
30 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision
31 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member

1 receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch
2 was less than such Member's allocation or apportionment, and the denominator of which is the sum of
3 the aggregate amount of by which all Members' allocations or apportionments were reduced as a result
4 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any
5 damages awarded to the Sector in excess of those distributed to other Members under this Section, and
6 any damages awarded in connection with a breach which does not cause any other Member's allocation
7 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector
8 operations.

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

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

28 12. Membership Termination. No Member may terminate its membership in the Sector other
29 than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the
30 Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or
31 prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no

1 outstanding Sector performance or payment obligations may terminate its membership in the Sector,
2 and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the
3 foregoing, the Board may terminate the membership of a Member in breach of its payment or
4 performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

5 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
6 Member that is eligible to terminate such Member's Sector membership may do so only by providing
7 written notice to that effect to all other Members on or before April 1, 2013 or such date as the Board
8 may from time to time establish for that purpose (the "Termination Date") each year. A Member that
9 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its
10 Sector membership for the following year, and all other Members shall be entitled to act in reliance on
11 such renewal accordingly. If any Member provides a membership termination notice by the
12 Termination Date, each of the other Members shall have ten (10) days from the date they receive such
13 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
14 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

28 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful
29 breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant
30 to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such

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

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

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

29 In consideration of these circumstances, and in consideration for the Sector waiving its right to require
30 each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit

1 its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it
2 has received and is sufficient, the Members hereby agree as follows.

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

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

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

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

1 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no
2 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
3 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active
4 Member status during the fishing year in which the permit transfer occurred must submit a written
5 request to the Board for consideration. The Board will have the authority to approve, conditionally
6 approve or deny such request.

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

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

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

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

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

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

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

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

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EXHIBIT A

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

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

MRI	Permit Number	Vessel Name	Owner/Entity
2500	104433	My Two Girls	Michael Matulaitis
626	150615	2007 WALKER BAY	FJM Fisheries LLC
181	151337	MARY L	Amanda L Inc.
2208	212096	Miste Rose	George C Mallinson
619	223598	Miss Priss	Fishing Vessel Enterprises
368	250375	Asher&Ariana	Scandinavian Fisheries Inc
2146	310301	Kahuna	Kahuna Fisherties, Inc
345	310331	Kate&Sean	New England Fisheries, Inc
648	310360	TRADITION	NAT W Inc.
523	310439	HERITAGE	Heritage Fisheries Inc.
527	310455	JAMES & MATTHEW	J.F.H. Fisheries Inc.
646	310989	Cody	McGlade Fisheries, Inc
556	320127	MATTIE AND MAREN	Mattice and Maren Inc.
585	320266	Captain Ralph	James Craddock
591	320287	Susan Rose	Susan Rose Inc.
607	320374	Kelly Marie	Kevin DeDeus
1954	320419	EVENING PRAYER	Evening Prayer Fisheries Inc.
634	320540	Lena Pearl	Barlow Fisheries Inc
635	320549	Bailey Boy	F/V Bailey Boy Inc.
1752	320577	Hopefull	J M J Fisheries
639	320583	HOPE & SYDNEY	Leisure Coast Fisheries Inc.
795	320646	Evan Christine	Wise Fisheries Inc.
655	320657	Travis&Natalie	Fishing Vessel Enterprises
656	320658	Enterprise	Erin Fisheries, Inc
516	320699	TENACITY	Tenacious Fishing Corporation
1113	321056	Second Wind	Fishing Vessel Enterprises
692	330084	CURLEW II	Curlew II Inc.
721	330153	C-Venture	William F Callaway, Inc
724	330161	Joyce D	Henry Daniels
1704	330281	PREDATOR	Mark Phillips
803	330339	Excalibur	Excalibur Fisheries LLC

MRI	Permit Number	Vessel Name	Owner/Entity
811	330354	ANNE KATHRYN	River Center Marine LLC
826	330383	MISCHIEF	S&S Fisheries Inc.
858	330464	Rhonda Denise	American Seafood Inc
869	330487	MARGARET HOLLEY	Karen Sue Inc.
886	330534	Rebecca Mary	Rebecca Mary Fisheries LLC
892	330549	ILLUSION	F/V Illusion
906	330579	CONOR AND MICHAEL	TCM Fisheries Inc.
1524	330739	PREVAIL	Fisheries Inc.Jennifer
1607	410154	PONTOS	Pontos Fisheries Inc.
988	410166	PROVIDER	Good Shepard Fisheries Inc.
1670	410201	Langley Douglas	A&D Fisheries LLC
1062	410273	MEGAN-MARIE	Blue Water Fisheries
1074	410298	BUZZARDS BAY	Buzzards Bay Fishing Co.
1084	410326	KAREN ELIZABETH	Salt Pond Fisheries Inc.
1093	410342	DEBBIE SUE	Karen Sue Inc.
1108	410367	ROSE MARIE	Rose Marie Inc.
1114	410384	Thunder Bay	Fishing Vessel Enterprises
1123	410403	Titan	
1126	410410	Lightning Bay	Lightning Bay Inc.
1163	410469	Anticipation	Fishing Vessel Enterprises
972	410499	Kathy&Jackie	Kathy&Jackie Fishing Corp
1168	410514	YANKEE PRIDE	Yankee Pride Fisheries Inc.
1118	410588	JASON & DANIELLE	L&G Fisheries LLC

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

2 To be provided with December 3, 2012 Roster Submission

Permit Number	Vessel Name	Doc-Registration	Owner/Entity (optional)
118963	Asher&Ariana	606259	Scandinavian Fisheries, Inc
320646	Evan Christine	605425	Loftes Fisheries Inc
320699	TENACITY	688168	Tenacious Fishing Corporation
310331	Kate&Sean	606259	New England Fisheries, Inc
310439	HERITAGE	656114	Heritage Fisheries Inc.
310455	JAMES & MATTHEW	659866	J.F.H. Fisheries Inc.
320127	MATTIE AND MAREN	519505	Mattice and Maren Inc.
330354	ANNE KATHRYN	604162	River Center Marine LLC
330549	ILLUSION	655467	F/V Illusion
330579	CONOR AND MICHAEL	596771	TCM Fisheries Inc.
410298	BUZZARDS BAY	624947	Buzzards Bay Fishing Co.
410367	ROSE MARIE	680986	Rose Marie Inc.
410514	YANKEE PRIDE	944788	Yankee Pride Fisheries Inc.
330739	PREVAIL	970254	Fisheries Inc. Jennifer
410154	PONTOS	596232	Pontos Fisheries Inc.
310989	Cody	931433	McGlade Fisheries Inc.
320658	Enterprise	596804	Erin Fisheries Inc.
330464	Rhonda Denise	516754	American Seafood In.
320540	Lena Pearl	622589	Barlow Fisheries
320577	Hopeful	620064	JMJ Fisheries Inc.
410201	Langley Douglas	606719	A&D Fisheries LLC
410469	Anticipation	938786	F/V Anticipation, LLC
320657	Travis&Natalie	666328	F/V Travis&Natalie, LLC
410384	Thunder Bay	687824	F/V Abrianna, LLC
330339	Excalibur	607406	Excalibur Fisheries LLC

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410410	Lightning Bay	910012	Lightning Bay Inc
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EXHIBIT B

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

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

To be provided with December 3, 2012 Roster Submission

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

To be provided with December 3, 2012 Roster Submission

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
FJM Fisheries LLC	F/V Walker Bay	626	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish					
Chuck&Ace Seafood Inc.	Miste Rose	2208	black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,squid/butterfish,skate,tilefish					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Amanda L Inc.	Mary L	181	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,loligobutterfish,tilefish					
Sea Quest Fisheries	Emilia Rose	873	black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,squid/butterfish,atlantic mackeral,sea scallop			RI 479 CT 75304		
Kahuna Fisheries Inc	Kahuna	2146	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,					
Nat W Inc.	Tradition	648	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	139066		CT Fluke		cap-squid,fluke,horseshoe crab biomedical,scup,sea bass,shellfish
Heritage Fisheries Inc.	Heritage	523	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	133711	lma3	CT Fluke		fluke,scup,sea bass

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
J.F.H. Fisheries Inc.	James&Mathew	527	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	150040	lma2,lma3		OCLMA	cap-sea herring,cap-squid,dogfish,fluke,northern shrimp,quahog dredge,scup,sea bass,scallop sucking
McGlade Fisheries	Cody	646	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					
Mattice and Maren Inc.	Mattie&Maren	556	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	157727	lma2,lma3	RI 358	OCLMA	cap-squid,fluke,scup,sea bass,striped bass
Evening Prayer Fisheries Inc.	Evening Prayer	1954	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Barlow Fisheries Inc.	Lena Pearl	634	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam					
Liesure Coast Fisheries	Hope&Sydney	639	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish	147670	lma2,lma3			scup,sea bass,sea scallop sucking
Erin Fisheries	Enterprise	656	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,scallop,loligo/butterfish					
Tenacious Fishing Corp.	Tenacity	516	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,tilefish,scallop,loligo/butterfish					
Curlew II Inc.	Curlew II	692	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	138845	lma3		OCLMA	fluke,scup,sea basss,seascallop sucking

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Mark Phillips	F/V Predator	1704	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop	91908	lma2,lma3		OCLMA	fluke,dog fish,sea herring,seascallop sucking
Wise Fisheries Inc	Evan Christine	795	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,	157066	lma3			scup,sea bass,sea scallop sucking
River Center Marine LLC	Anne Kathryn	811	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,ocean quahog,surf clam	152170	lma3	RI 000163 NJ 1172 CT 00090		sea scallop sucking
S&S Fisheries Inc.	Mischief	826	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	7921	lma3		OCLMA	fluke,scup,sea bass,sea scallop sucking,shellfish
American Seafood Inc.	Rhonda Denise	858	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Karen Sue Inc.	Margaret Holley	869	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,illex squid,atlantic mackeral,tilefish,scallop,loligo/butterfish	134929	lma2,lma3	RI 000417r		scup
Seafarer Enterprises Inc.	Charles Pride	871	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,surf clam	78068	lma2,lma3			dog fish,fluke,scup,sea bass,striped bass
Mark Phillips	F/V Illusion	892	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish	135110	lma3	NY 494 NJ 9285,1152 VA 150, SF 161		dog fish,fluke,northern shrimp,scup,sea bass,sea herring,sea scallop sucking,shellfish,striped bass
TCM Fisheries Inc.	Conor & Michael	906	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam,loligo/butterfish					
Jennifer Fisheries Inc.	Prevail	1524	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid	141156	lma2,lma3	SKI 232 SFH 62 10023133 FED		fluke,scup,sea bass

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Edgar Seafood Products Inc.	Pontos	1607	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,illex squid	138205	lma2			fluke
Good Shepard Fisheries Inc	Provider	988	Bluefish,black sea bass,spiny dogfish,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,summer flounder,ocean quahog,surf clam	132215	lma2,lma3			sea scallop sucking
Blue Water Fisheries Inc.	Megan Marie	1062	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam			NY 3658		
Buzzards Bay Fishing Co.	Buzzards Bay	1074	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam	62395	lma3		OCLMA	fluke,scup,sea bass,sea scallop sucking,shellfish

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Salt pond Fisheries Inc.	Karen Elizabeth	1084	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,scallop,ocean quahog,surf clam	132122	ima3	RI mpurp 000584	OCLMA	scup,sea scallop sucking,shellfish
Jesse Jean Enterprises Inc.	Seafarer	1095	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish,illex squid,scallop	72503	lma2,lma3	RI 000489		dog fish,fluke,scup,sea bass,striped bass
Lynn&Willaim	William Lynn	1099	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,scallop	113386	lma3			scup,sea bass
Rose Marie Inc.	Rose Marie	1108	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish	75482	lma2,lma3		OCLMA	dog fish,fluke,northern shrimp,scup,sea bass
Karen Sue Inc.	Debbie Sue	1093	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,ocean quahog,scallop	134928	lma2,lma3	RI 000253r		scup

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Yankee Pride Fisheries Inc.	Yankee Pride	1168	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,ocean quahog,surf clam,squid/mackeral/butterfish	149793	ima2,ima3	RI mpurp 000584	OCLMA	sea scallop sucking
New England Fisheries Inc	Kate&Sean	345	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish					
Scandinavian Fisheries Inc	Asher&Ariana	368	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,squid/mackeral/butterfish					
Roanoke Fish Co. Inc.	Captain Ralph	585	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish			Fluke-NC, VA, NJ, NY		
Kevin D Fisheries Inc.	Kelly Marie	607	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop					

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Henry Daniels Inc.	Joyce D	724	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop					
Kathy&Jackie Fishing Corp	Kathy&Jackie	972	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam					
Fishing Vessel Enterprises Inc	Anticipation	1163	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop					
Fishing Vessel Enterprises Inc	Travis&Natalie	655	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop					
JMJ Fisheries Inc.	Hopefull	1752	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop	320577		NC Fluke, VA Fluke		
Titan Fisheries INC	Titan	1123		410403				

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
Rebecca Mary Fisheries LLC	Rebecca Mary	886	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,squid/mackerel/butterfish, scallop	656328				
A&D Fisheries LLC	Langley Douglas	1670	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,squid/mackerel/butterfish, scallop					
Excalibur Fisheries LLC	Excalibur	803	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,squid/mackerel/butterfish, scallop	607406				
Lightning Bay Inc	Lightning Bay	1126	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackerel,tilefish,squid/mackerel/butterfish, scallop	910012				
Michael Matulaitis	My Two Girls	2500		104433				

Owner/Entity	Vessel Name	MRI	Fed. Permit	Mass permit	Offshore Lobster	State Permits	Offshore clam	Endorsements
L&G Fisheries	Jason&Danielle	1118	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,illex squid	152939	lma2,lma3			

EXHIBIT C

HARVESTING RULES

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

*The Members and the Participating Vessels of **XIII Northeast Fishery Sector, Inc.**, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2013 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS XIII will fish in primarily in the Inshore Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic (SNE/MA), though fishing may also occur to a lesser extent 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
						SME/MA Winter flounder

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

2. QUOTA MANAGEMENT: Sector vessels, the dealers to which they are delivering fish and 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

1 utilize a quota release program that sets forth overall sector quota (ACE) release targets by
2 species and individual member Harvest Share targets as they relate to the Sector targets. Interim
3 and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector
4 Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well
5 as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to
6 balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist
7 Members Harvest Share management.

8 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
9 trajectory that is not to exceed 100% of the current quota held by the Sector as adjusted by ACE
10 transfers. The allocated stocks carried over from FY 2012 is the minimum aggregate total of the
11 RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback
12 percentages for any or all stocks held by the Sector to prevent under or over harvest of the
13 Sector's ACE.

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

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

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

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

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

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

4 **7.1.2 When an Observer/Monitor is onboard.** The Sector Vessel may declare and
5 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore
6 GOM defined in this section.

7 **7.1.3 When an Observer/Monitor is NOT onboard.**

8 1. If the Sector Vessel intends to fish West of the 70:15 in the area described in
9 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during
10 a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct
11 any fishing activity outside of the area defined as BSA 1 for the entire trip.

12 2. If the vessel declares more than one Broad Stock Area on a trip, the vessel is
13 prohibited from conducting fishing activity West of the 70:15 in the area
14 described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

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

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

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

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

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

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

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

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

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

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

- 1 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the
2 vessel will complete a catch report each time the vessel changes areas.
3
- 4 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more
5 than one US/CA area or more than one of the four stock areas will complete a catch report each
6 time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and
7 Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as
8 well as Open areas in the same trip. In addition to VMS declaration requirements, the vessel will
9 declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a
10 trip.
11
- 12 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
13
- 14 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit
15 complete catch records to the Sector Manager electronically via VMS email or other electronic
16 means prior to entering port to end a trip. Catch reports will include, at a minimum, all data
17 elements of a fully compliant VTR logbook record/s. The Sector Manager may modify, at his/her
18 discretion, the frequency of reporting transmissions to meet programmatic needs, such as, but
19 not limited to, participation in a SAP, or internal quota management requirements. In the event a
20 Member vessel is unable to submit his catch records electronically, the Member, will have no
21 more than twenty-four (24) hours to provide such reports to the Sector Manager, upon
22 completion of vessel offload.
23
- 24 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
25 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports
26 (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the
27 format required by NERO. Sector Members will execute all documents necessary to meet legal
28 requirements for the purpose of facilitating e-VTR service.
29
- 30 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
31 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector
32 will submit required reports, using the format and procedures prescribed by NMFS. The reports
33 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*,
34 and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector*
35 *Manager Detailed Report* provides information down to the sub-trip level about each sector trip
36 for a given week, regardless of completeness of the data. The information includes stock, gear,
37 mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue*
38 *Report* provides information about the sector trips for a given week that have enforcement or
39 other issues. One *Issue Report* is submitted per reporting period. The *Sector Manager ACE*
40 *Status Report* documents the ACE status calculations, which allows NMFS to cross check totals as
41 stipulated in Amendment 16. In the event that the Sector triggers daily reporting for a specific
42 allocated stock, the *Sector Manager Daily ACE Status Report* provides the mean for a sector
43 manager to report their Sectors ACE status calculations on a daily basis if *either* of the two

1 thresholds specified in 14.1 below are reached in the current FY. These reports are cumulative in
2 nature from the start of the fishing year until the current reporting week and are adjusted
3 retroactively as data becomes available or issues documented in JIRA are resolved. JIRA is an
4 issue tracking application implemented by NMFS, which should be used to report all data quality
5 issues to the appropriate people for research and correction process.
6

7 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for
8 the sector manager's ACE Status Report will be increased to daily when 90% of any of the
9 sector's ACEs is reached. An alternative threshold for increasing reporting frequency may
10 be implemented during FY 2013 if agreed upon by the sector and NMFS. The Sector
11 Manager, or a designated representative, will notify NMFS immediately by email, or mail if
12 this, or an agreed upon alternative threshold has been met that triggers daily reporting.
13

14 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include
15 any enforcement or reporting compliance issues, including violations of Operations Plan
16 (excluding those sections identified as administrative provisions in this document);
17 violations of regulations, or general problems with monitoring or sectors operations in their
18 *Trip Issue Report* which is submitted to NMFS weekly.
19

20 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
21 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,
22 including harvest levels of all species by sector vessels (landings and discards by gear types);
23 enforcement actions; and any other relevant information required to evaluate the performance
24 of the Sector. In addition, the Annual Report will report the number of sector vessels that fished
25 for regulated groundfish and their permit numbers (when such disclosure does not violate
26 protection of confidentiality); number of vessels that fished for other species; method used to
27 estimate discards; landing port used by sector vessels while landing groundfish; and any other
28 additional information requested by the Regional Administrator for inclusion in the Annual
29 Report. The Sector will submit required reports using the format and procedures prescribed by
30 NMFS.
31

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

35 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her
36 designated representative) will derive stock specific discards for each trip. If the trip is observed
37 by either an At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer,
38 discards will be derived based on data collected during that trip and will account for all hauls
39 (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using
40 the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved) method
41 to estimate 'in-season' discard rates.
42

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

1
2 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the
3 email messaging component of their VMS units. All data necessary for sector ACE management,
4 including all elements of VTR logbook and daily / weekly reporting requirements will be sent in
5 compressed formats to minimize characters and maximize message capacity. Notwithstanding
6 reporting requirements that cannot be altered by a sectors operations plan, the **Sector's server**
7 will be capable of collecting, storing, converting and relay all data elements necessary to meet all
8 reporting requirements in the formats required by the recipients
9

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

13
14 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued
15 a Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for
16 the Sector. Each Member agrees that its sector vessels **must** comply with all requirements
17 stipulated in the LOA and all applicable federal regulations and laws not specifically exempted in
18 the LOA.

19 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the
20 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
21

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

24 **21.1** All Groundfish DAS restrictions

25 **21.2** Trip limits on allocated stocks

26 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

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

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

33 **21.6** Gulf of Maine Rolling Closures, except for:

34 April – Blocks 124, 125, 132, 133

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

36 June – Blocks 139, 140, 145, 146, 147, 152

37 Unless authorized as a sector specific exemption.
38

39 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
40 this Agreement, **Members agree to abide by the following obligations as specified and**
41 **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**
42

43 **21.7** 120 Day Gillnet Block Out of the fishery.

44 **21.8** 20 Day Spawning Block.

- 1 **21.9** Limitation on the number of gillnets for day gillnet vessels, the exemption will not apply
- 2 in Blocks 124 and 125 in May, and Blocks 132 and 133 in June.
- 3 **21.10** Prohibition on a vessel’s hauling another vessel’s gillnet gear (Community Fixed Gear)
- 4 **21.11** Limitation on the number of Gillnets that may be hauled on GB when fishing on a
- 5 Groundfish/Monkfish DAS.
- 6 **21.12** Limitation on the number of hooks that may be fished.
- 7 **21.13** Length and horsepower restrictions of the DAS leasing program.
- 8 **21.14** Discarding prohibition against discarding legal size unmarketable fish at sea.
- 9 **21.15** Daily catch reporting by Sector Managers for Vessels Participating in the CA I Hook Gear
- 10 Haddock SAP.
- 11 **21.16** Trawl Gear requirements in the U.S./Canada Management Area
- 12 **21.17** Requirement to maintain VMS powered while at dock.
- 13 **21.18** Prohibition on fishing inside and outside the CA I Hook Gear Haddock SAP while on the
- 14 same trip.
- 15 **21.19** Prohibition on a Vessel Hauling Another vessels Hook Gear
- 16 **21.20** Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and CA II
- 17 Yellowtail Founder/Haddock SAP prior to leaving the dock.
- 18

19 **22. MONITORING.** The Sector wishes to highlight that at the time this FY 2013 Operations Plan is
20 being submitted to NMFS for review, the New England Fishery Management Council is currently
21 developing management alternatives in Framework 48 which may or may not directly impact the
22 design of the Sectors Monitoring Program submitted below. The Sector hopes that in the event
23 changes are adopted that would directly impact or influence the monitoring program below, the
24 Agency will work collaboratively and expeditiously to ensure that appropriate modifications are
25 allowed to be made prior to the start of FY 2013-2014.

26 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to
27 function efficiently, it is essential that the Active Members conduct their fishing operations
28 such that at-sea monitoring service costs are kept as low as commercially practical
29 amount. The Active Members therefore agree to provide accurate landing time
30 projections, to make landings expeditiously, and to choose landing locations based in part
31 on the efficiency and responsiveness of the buyer receiving catch harvested under the
32 Sector’s ACE. Active Members who fail to comply with the provision of this Section may be
33 assessed the excess cost of monitoring resulting from their failure to do so. Furthermore,
34 the Sector BOD, may opt from time to time to modify provisions such as authorized landing
35 ports in order to ensure that the cost associated with these required programs do not
36 become cost prohibitive.

37 **22.2 AT-SEA MONITORING:** The Sector will participate in the Northeast Fisheries Observer
38 Program(NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea
39 monitoring coverage beyond the NMFS-funded level will be provided pursuant to an
40 independent contract between the Sector and a NMFS approved provider. This additional
41 at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS,
42 will be conducted in the same manner with the same protocols as the NMFS-funded ASM
43 program, and will use approved at-sea monitors, unless otherwise instructed. Also, this
44 additional coverage will not be allowed to replace or interfere with either the coverage of

1 NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a
2 database of all catch data, including but not limited to VTR, dealer, monitor, and observer
3 data. NMFS will provide the Sector with data from NEFOP and the ASM program.

4 **22.3 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by
5 NMFS are met by the ASM program the Sector may from time to time opt to have
6 additional coverage in order to fully utilize specific approved exemptions or to address
7 specific needs of the Sector.

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

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

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

11 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are
12 authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within
13 these same locations.
14
15
16
17

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Gloucester, New Bedford Rhode Island: Point Judith	Connecticut: Stonington, New London New York: Montauk, Greenport New Jersey: Cape May, Point Pleasant Maine: Portland Massachusetts: Boston, Chatham, Provincetown, Hyannis, Virginia: New Port News, Chincoteague North Carolina: Wanchese, Beaufort

18
19 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol
20 for variance from the landing ports listed. If for reasons beyond a vessel operators control such
21 as severe weather, mechanical failures, compromised hull integrity, instances of pump failures
22 and danger of sinking, crew injury or life threatening illness and any other emergency situations
23 that may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to
24 ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe
25 harbor protocol, they must notify their Manager of when and where they had to seek safe harbor
26 within 6 hours of this entering the port.

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

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

3 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
4 (between members) within the guidelines and procedures contained in the FMP and as
5 amended by Amendment 16. The Sector would accept any future relief in the length and
6 horsepower constraints of the program that may be authorized by the RA in the future.

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

12 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
13 requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by
14 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
15 submission of required VTR reports have been authorized by the Regional Administrator
16 using a phased implementation process. The Sector and its Members may utilize e-VTR in
17 accordance with the phased implementation process.

18 **28.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
19 Assessment for all sectors seeking authorization for Fishing Year 2013, and that NMFS
20 communication has stated that if an exemption is approved for one Sector, all other
21 authorized Sectors can be similarly approved for that specific exemption based on the
22 terms and conditions of the originally requesting sector. In light of this understanding,
23 NEFS XIII will request authorization for such exemptions it deems beneficial for its
24 operations, prior to the publication of the final authorizing rule.

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

1

EXHIBIT D

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

2

3

4

1 **Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

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

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

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

7 EXHIBIT C

8 HARVESTING RULES

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

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

EXPLANATORY ADDENDUM

1

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

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

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

1

INFORMATIONAL ADDENDUM

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
John Haran	Manager	Day-to-Day Sector Operations	Sector13@comcast.net	508 993 8225	205 Rockland St.	Dartmouth	MA	02748
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
John Haran	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	Sector13@comcast.net	508 993 8225	205 Rockland St.	Dartmouth	MA	02748
		Policy						
John Haran OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	Sector13@comcast.net	508 993 8225	205 Rockland St.	Dartmouth	MA	02748
John Haran	Manager	Sector Specific Outreach	Sector13@comcast.net	508 993 8225	205 Rockland St.	Dartmouth	MA	02748

Owner/Entity	Vessel Name	MRI	Fed. Permit
Amanda L Inc.	Mary L	181	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,loligobutterfish,tilefish
New England Fisheries Inc	Kate&Sean	345	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish
Scandinavian Fisheries Inc	Asher&Ariana	368	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,squid/mackeral/butterfish
Tenacious Fishing Corp.	Tenacity	516	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,tilefish,scallop,loligo/butterfish
Heritage Fisheries Inc.	Heritage	523	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
J.F.H. Fisheries Inc.	James&Mathew	527	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop
Mattice and Maren Inc.	Mattie&Maren	556	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop
Roanoke Fish Co. Inc.	Captain Ralph	585	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish

Susan Rose Inc.	Susan Rose	591	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish, Squid trawl, Illex
Kevin D Fisheries Inc.	Kelly Marie	607	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop
Fishing Vessel Enterprises	Miss Priss	619	Bluefish,black sea bass,spiny dogfish,summer flounder,american lobster,monkfish,NE multispecies,scup,skate,tilefish,loligo/butterfish
FJM Fisheries LLC	F/V Walker Bay	626	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish
Barlow Fisheries Inc.	Lena Pearl	634	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
F/V Bailey Boy Inc	Bailey Boy	635	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish, Squid trawl, Illex
Liesure Coast Fisheries	Hope&Sydney	639	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish
McGlade Fisheries	Cody	646	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish

Nat W Inc.	Tradition	648	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop. Illex, Squid trawl
Fishing Vessel Enterprises	Travis&Natalie	655	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop
Erin Fisheries	Enterprise	656	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,scallop,loligo/butterfish
Curlew II Inc.	Curlew II	692	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
William F Callaway, Inc	C-Venture	721	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish, Squid trawl, Illex
Henry Daniels Inc.	Joyce D	724	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop
Wise Fisheries Inc	Evan Christine	795	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,

Excalibur Fisheries LLC	Excalibur	803	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop
River Center Marine LLC	Anne Kathryn	811	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,ocean quahog,surf clam
S&S Fisheries Inc.	Mischief	826	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
American Seafood Inc.	Rhonda Denise	858	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish
Karen Sue Inc.	Margaret Holley	869	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,illex squid,atlantic mackeral,tilefish,scallop,loligo/butterfish
Rebecca Mary Fisheries LLC	Rebecca Mary	886	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop
Rebecca Mary Fisheries LLC	Rebecca Mary	886	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop,loligo/butterfish, Squid Trawl, Illex
Mark Phillips	F/V Illusion	892	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish

TCM Fisheries Inc.	Conor & Michael	906	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam,loligo/butterfish
Kathy&Jackie Fishing Corp	Kathy&Jackie	972	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
Good Shepard Fisheries Inc	Provider	988	Bluefish,black sea bass,spiny dogfish,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,summer flounder,ocean quahog,surf clam
Blue Water Fisheries Inc.	Megan Marie	1062	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
Buzzards Bay Fishing Co.	Buzzards Bay	1074	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
Salt pond Fisheries Inc.	Karen Elizabeth	1084	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,scallop,ocean quahog,surf clam
Karen Sue Inc.	Debbie Sue	1093	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,ocean quahog,scallop
Rose Marie Inc.	Rose Marie	1108	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish

Fishing Vessel Enterprises	Second Wind	1113	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,skate,atlantic mackeral,tilefish,loligo/butterfish, Squid trawl, Illex
L&G Fisheries	Jason&Danielle	1118	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,illex squid
Titan Fisheries Inc	Titan	1123	CPH
Lightning Bay Inc	Lightning Bay	1126	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,squid/mackeral/butterfish, scallop
Fishing Vessel Enterprises	Anticipation	1163	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,loligo/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop, Illex. Squid trawl
Yankee Pride Fisheries Inc.	Yankee Pride	1168	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid,ocean quahog,surf clam,squid/mackeral/butterfish
Jennifer Fisheries Inc.	Prevail	1524	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,illex squid
Edgar Seafood Products Inc.	Pontos	1607	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop,squid/butterfish,illex squid
A & D Fisheries LLC	Langley Douglas	1670	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,tilefish,illex squid,squid/mackeral/butterfish

Mark Phillips	F/V Predator	1704	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo/butterfish,atlantic mackeral,tilefish,scallop
JMJ Fisheries Inc.	Hopefull	1752	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,scallop
Evening Prayer Fisheries Inc.	Evening Prayer	1954	Bluefish,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,scallop,surf clam
Kahuna Fisheries Inc	Kahuna	2146	Bluefish,black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,red crab,scup,skate,loligo,squid/butterfish,atlantic mackeral,tilefish,ocean quahog,surf clam,
Chuck&Ace Seafood Inc.	Miste Rose	2208	black sea bass,spiny dogfish,summer flounder,herring,american lobster,monkfish,NE multispecies,scup,squid/butterfish,skate,tilefish
Michael Matulaitis	My Two Girls	2500	Bluefish,black sea bass,spiny dogfish,herring,monkfish,NE multispecies hook gear,scup-charter party,skate,squid/butterfish,atlantic mackeral,tilefish

Mass permit	Offshore Lobster	State Permits	Offshore clam
133711	lma3	CT Fluke	
150040	lma2,lma3		OCLMA
157727	lma2,lma3	RI 358	OCLMA
		Fluke-NC, VA, NJ, NY	

147670	lma2,lma3		

139066		CT Fluke	
138845	lma3		OCLMA
157066	lma3		

607406			
152170	lma3	RI 000163 NJ 1172 CT 00090	
7921	lma3		OCLMA
134929	lma2,lma3	RI 000417r	
656328			
135110	lma3	NY 494 NJ 9285,1152 VA 150, SF 161	

132215	lma2,lma3		
		NY 3658	
62395	lma3		OCLMA
132122	lma3	RI mpurp 000584	OCLMA
134928	lma2,lma3	RI 000253r	
75482	lma2,lma3		OCLMA

321056			
152939	lma2,lma3		
410403			
910012			
149793	lma2,ima3	RI mpurp 000584	OCLMA
141156	lma2,lma3	SKI 232 SFH 62 10023133 FED	
138205	lma2		

91908	lma2,lma3		OCLMA
320577		NC Fluke, VA Fluke	
104433			

Endorsements

fluke,scup,sea bass

cap-sea herring, cap-squid, dogfish, fluke, northern shrimp, quahog dredge, scup, sea bass, scallop sucking

cap-squid, fluke, scup, sea bass, striped bass

scup,sea bass,sea scallop sucking

cap-squid,fluke,horseshoe crab
biomedical,scup,sea bass,shellfish

fluke,scup,sea basss,seascallop sucking

scup,sea bass,sea scallop sucking

sea scallop sucking

fluke,scup,sea bass,sea scallop sucking,shellfish

scup

dog fish,fluke,northern shrimp,scup,sea bass,sea herring,sea scallop sucking,shellfish,striped bass

sea scallop sucking

fluke,scup,sea bass,sea scallop sucking,shellfish

scup,sea scallop sucking,shellfish

scup

dog fish,fluke,northern shrimp,scup,sea bass

sea scallop sucking
fluke,scup,sea bass
fluke

fluke,dog fish,sea herring,seascallop
sucking

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

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>1984 SEANS SKIFF</u>	Doc/Reg #	<u>RI14495N</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

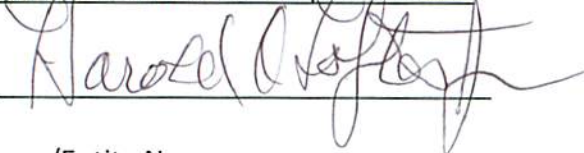
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

AMANDA-K INC

Name of Authorized Representative (print):

HAROLD A LOFTIS JR

Title:

PRESIDENT

List all permits including those listed in 4.

Permit Number: 151337 MRI 181

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

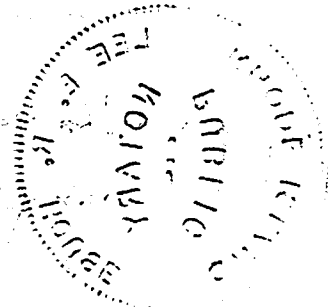
Permit Number: _____ MRI _____

Notary Public:

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

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Handwritten notes and signatures.



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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of NOVEMBER 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 ASHER & ARIAWA 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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Brent Loftes

Owner/Entity Name:

F/V ASHUR & ARIANA

Name of Authorized Representative (print):

BRENT LOFTES

Title: OWNER / PRESIDENT

List all permits including those listed in 4.

Permit Number: 250375 MRI 368

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

WILLIAM D. DURFEE # 61045

William D Durfee

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOVEMBER 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>ANNE KATHRYN</u>	Doc/Reg #	<u>604162</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x *[Handwritten Signature]*

List all permits including those listed in 4.

Permit Number: 330354 MRI 811

Owner/Entity Name:

Rivercenter Marine LLC
RICHARD W. GRACHEK mgr/owner

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

RICHARD W. GRACHEK

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title:

mgr./owner

Permit Number: _____ MRI _____

Notary Public:

Subscribed and sworn to before me
this 28 day of November, 2013
Sandy Blanchard

Notary Public
Date Commission Expires: 10/31/14

SANDY BLANCHARD
NOTARY PUBLIC
MY COMMISSION EXPIRES
OCTOBER 31, 2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>Bailey Boy</u>	Doc/Reg #	<u>577630</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Steve C Daniels

Owner/Entity Name:

F/V Bailey Boy Inc.

Name of Authorized Representative (print):

Steve Daniels

Title: Owner

List all permits including those listed in 4.

Permit Number: 320549 MRI 635

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



State of Nc, County of Dare
Signed before me on this 19th day of November by Steve C Daniels

Notary Public Kristy D W

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 BULLARDS BAY Doc/Reg # 624947

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 XIII
FY 2013 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.

x. *Alfred*

Permit Number: 410298 MRI 1074

Owner/Entity Name:

Permit Number: _____ MRI _____

BUZZARDS BAY FISHERIES INC

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

ALEXANDER L. SMITH

Permit Number: _____ MRI _____

Title: Treasurer

Permit Number: _____ MRI _____

Notary Public:



Quinn M. Peterson
2-9-2018

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

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of OCTOBER 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 XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 CAPT. RALPH Doc/Reg # 571255
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. James R. Craddock

Owner/Entity Name:

ROANOKE FISH CO. INC

Name of Authorized Representative (print):

JAMES R. CRADDOCK

Title: PRES.

List all permits including those listed in 4.

Permit Number: 320266 MRI 585

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Sworn to and subscribed
before me by James R.
Craddock this the 21st
day of October, 2012.

Paula G. Mann

My Commission Expires: 2/8/17



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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of NOV 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>CODY</u>	Doc/Reg #	<u>931433</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Patrick McGlade

Owner/Entity Name:

MCGLADE FISHERIES INC

Name of Authorized Representative (print):

PATRICK MCGLADE

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 310989 MRI 646

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

State of Rhode Island

County of Washington

in Waketfield

on the 2 day of Nov. 2012 before me
personally appeared Patrick McGlade, to me known and known by
me to be the party executing the foregoing instrument by him executed to be
his free act and deed.

Kathleen A. Joyce
NOTARY PUBLIC

MY COMMISSION EXPIRES 4/21/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 7 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 CONOR + MICHAEL Doc/Reg # 596 771
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Patrick C Knapp

Owner/Entity Name:

TCM Fisheries Inc.

Name of Authorized Representative (print):

PATRICK KNAPP

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330579 MRI 916

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Jolene A. Simshauser

JOLENE A. SIMSHAUSER
NOTARY PUBLIC
MY COMMISSION EXPIRES 7/19/14

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 CURLEW II Doc/Reg # 297129
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Alexander Smith

Owner/Entity Name:

CURLEW II INC

Name of Authorized Representative (print):

ALEXANDER SMITH

Title: Treasurer

List all permits including those listed in 4.

Permit Number: 330084 MRI 692

Permit Number: _____ MRI _____


Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



Quiem. Peterson
2-9-2018

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

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Nov 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 C-VENTURE Doc/Reg # 539167

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Will F. Hall

Owner/Entity Name:

Capt. President

Name of Authorized Representative (print):

Melodye Callaway

Title: V. Pres

List all permits including those listed in 4.

Permit Number: 330153 MRI 721

Permit Number: MA MRI _____

Permit Number: NY MRI _____

Permit Number: NJ MRI _____

Permit Number: VA MRI _____

Permit Number: NC MRI _____

RI

Notary Public:

Linda B Daniels
Dane NC
Nov 20, 2012

My Commission Expires 5/8/2013

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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>DEBRIE SUE</u>	Doc/Reg #	<u>673 387</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald Reebuck

Owner/Entity Name:

KAREN SVE INC

Name of Authorized Representative (print):

DONALD REEBUCK

Title: PRES

List all permits including those listed in 4.

Permit Number: 410432 MRI 1093

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of Nov 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>ENTERPRISE</u>	Doc/Reg #	<u>596804</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Patrick McGlade

Owner/Entity Name:

ERIN FISHERIES INC

Name of Authorized Representative (print):

PATRICK MCGLADE

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 320658 MRI 656

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

State of Rhode Island

County of Washington

In Waketfield on the 2 day of Nov. 2013 before me personally appeared Patrick McGlade, to me known and known by me to be the party executing the foregoing instrument by him executed to be his free act and deed.

Kathleen A. Joyce
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/21/14

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 EVAN CHRISTINE Doc/Reg # 659 797

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. B. Loftes

Owner/Entity Name:

LOFTES FISHMENES INC

Name of Authorized Representative (print):

Brian Loftes

Title: Owner / Captain

List all permits including those listed in 4.

Permit Number: 320646 MRI 795

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Randolph Johnson
COM. EXP
10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of December 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 EVENING PRAYER Doc/Reg # 538893
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Kevin Maguire

Owner/Entity Name:

Evening Prayer FDC

Name of Authorized Representative (print):

Kevin Maguire

Title: owner

List all permits including those listed in 4.

Permit Number: 320419 MRI 1954

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

SWORN TO BEFORE ME THIS
12TH DAY OF DECEMBER 2012

John J. McDonald

JOHN J. MCDONALD
NOTARY PUBLIC, State of New York
No. 01MC5037839, Suffolk County
Commission Expires 2015

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 # 607406
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

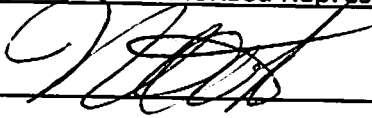
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Excalibur Fisheries LLC

Name of Authorized Representative (print):

Neah G. Clark

Title: OWNER

List all permits including those listed in 4.

Permit Number: 330339 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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of Nov, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>HERITAGE</u>	Doc/Reg #	<u>656114</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Thomas E. Williams

Owner/Entity Name:

owner

Name of Authorized Representative (print):

Thomas E. Williams

Title: owner

List all permits including those listed in 4.

Permit Number: 310439 MRI 523

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Randall Johnson
COM-EXP 10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of NOVEMBER 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 HOPKINSYDNEY Doc/Reg # 637907
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

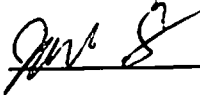
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Leisure coast fisheries

Name of Authorized Representative (print):

John Ainsworth

Title: President

List all permits including those listed in 4.

Permit Number: 320583 MRI 639

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: George Ainsworth
George Ainsworth
Exp. 6/27/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 14th day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>Hopefull</u>	Doc/Reg #	<u>620064</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Lindalee A. Jordan

Owner/Entity Name:

JMJ Fisheries, Inc.

Name of Authorized Representative (print):

Lindalee A. Jordan

Title: Vice President

List all permits including those listed in 4.

Permit Number: 320577 MRI 1752

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Solveig Berit Smith

SOLVEIG B. SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/20/2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 9 day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>ILLUSION</u>	Doc/Reg #	<u>655467</u>
Fishing Vessel Name	<u>PREDATOR</u>	Doc/Reg #	<u>549497</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Mark S. Phillips

Owner/Entity Name:

F/U ILLUSION

Name of Authorized Representative (print):

Mark S Phillips

Title: President

List all permits including those listed in 4.

Permit Number: 330549 MRI 892

Permit Number: 330281 MRI 1704

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

State of MA, County of Bristol
Signed before me on this 9th day
of Nov 2012 by Mark S. Phillips
Notary Public [Signature]

MY COMMISSION EXPIRES 11/4/2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 15th day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 JAMES + MATHEW Doc/Reg # 659866
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 XIII
FY 2013 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.

x. *Justin A. A. [Signature]*

Permit Number: 310455 MRI 527

Owner/Entity Name:

JFH Fisheries Inc

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: _____

Permit Number: _____ MRI _____

Notary Public: *Laura Pope* 48333
exp 6/28/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 JASON + DANIELLE Doc/Reg # 118 3113

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Hank Lackner

Owner/Entity Name:

C & G Fisher

Name of Authorized Representative (print):

HANK LACKNER

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 410588 MRI 1118

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Reneff Johnson
COM. EXP 10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 31 day of October 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 XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 JOYCE D Doc/Reg # 531014

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 XIII
FY 2013 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.

x. Bryan Daniels

Permit Number: 330161 MRI 724

Owner/Entity Name:

Permit Number: _____ MRI _____

Henry Daniels

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

Bryan Daniels

Permit Number: _____ MRI _____

Title: Capt, Owner

Permit Number: _____ MRI _____

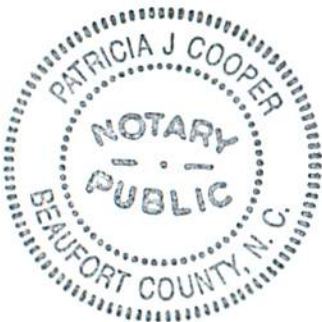
Notary Public:

Beaufort County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Bryan Daniels

Date: November 8, 2012

Patricia J Cooper
Patricia J Cooper, Notary Public
My commission expires: 03/03/2013



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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 KAHUNA 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.

Nor-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. Vincent Carillo

List all permits including those listed in 4.

Permit Number: 310301 MRI 2146

Owner/Entity Name:

KAHUNA FISHERIES, INC

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

VINCENT CARILLO JR.

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title:

PRESIDENT

Permit Number: _____ MRI _____

Notary Public:



JILL M. RAMUNDO
Notary Public, State of New York
No. 01RA6123311, Suffolk County
Commission Expires, March 07, 20 13

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 KAROL ELIZABETH Doc/Reg # 663444
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

SALT POND FISHERIES INC.

Name of Authorized Representative (print):

CHRISTOPHER NORBUCK

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410326 MRI 1084

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

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

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 KATE + SEAN Doc/Reg # 606259
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Victor Carpenter

Owner/Entity Name:

NEW ENGLAND FISHERIES

Name of Authorized Representative (print):

VICTOR CARPENTER

Title: OWNER

List all permits including those listed in 4.

Permit Number: 310331 MRI 345

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Solveig Burt Smith

SOLVEIG B. SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-20-2014

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 Kathy & Jackie Doc/Reg # 940494
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Kathy & Jackie Fishing Corp.

Name of Authorized Representative (print):

MARK C. BERGERON

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 410499 MRI 972

Permit Number: _____ MRI _____

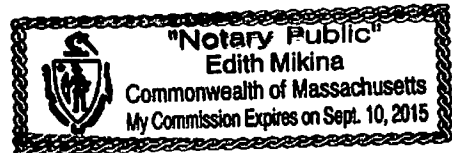
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: 



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

THIS ADHERENCE AGREEMENT is entered into as of this 2nd day of November, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 KELLY MARIE Doc/Reg # 509430

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Kevin De Deus

Owner/Entity Name:

Kevin D. Fisheries, Inc.
FLV Kelly Marie

Name of Authorized Representative (print):

Kevin DeDeus

Title: President

List all permits including those listed in 4.

Permit Number: 320374 MRI 607

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

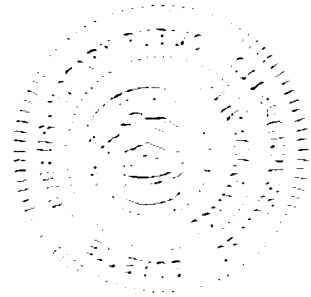
Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Shirley M. DeDeus



My commission expires on 6/8/18

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

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THIS ADHERENCE AGREEMENT is entered into as of this 23 day of Nov., 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 Kangly Doylas Doc/Reg # 606719
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. [Signature]

Owner/Entity Name:

A&D FISHERIES LLC

Name of Authorized Representative (print):

Troy Dwyer

Title: Managing/owner/capt.

List all permits including those listed in 4.

Permit Number: 416201 MRI 1670

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

DONNA M RIDGE
Donna M Ridge

Notary Public

Sworn & Subscribed
to me on Nov 23, 2012



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

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of NOV 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name LENA PEARL Doc/Reg # 622589
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

BARLOW FISHERIES INC

Name of Authorized Representative (print):

EINAR H. BARLOW

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 320540 MRI 634

DMF#
Permit Number: 141269 MRI _____

RF
Permit Number: 636 MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: Lee E. R. Houre

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 20TH day of November, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald E Fox

Owner/Entity Name:

Lightning Bay Inc

Name of Authorized Representative (print):

Donald E Fox

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410410 MRI 1126

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

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

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

THIS ADHERENCE AGREEMENT is entered into as of this 19 day of NOV 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 MARGARET HOLLEY Doc/Reg # 630336
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Donald Roebuck

Owner/Entity Name:

KAREN SUE INC

Name of Authorized Representative (print):

DOJALD ROEBUCK

Title: PRES

List all permits including those listed in 4.

Permit Number: 330487 MRI 869

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of Nov., 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 MATTIE + MALEND Doc/Reg # 519505

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Clarke A. Reposa SR

Owner/Entity Name:

Name of Authorized Representative (print):

Clarke A. Reposa SR

Title: Captain Owner

List all permits including those listed in 4.

Permit Number: 320 127 MRI 556

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Lee E. R. Houze

My commission expires 09/06/14

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of Nov, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 MEGAN MARIE 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 MEGAN MARIE 623578

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. DSFL

Owner/Entity Name:

BLUE WATER FISHERIES

Name of Authorized Representative (print):

DAN FARNHAM

Title: V.P.

List all permits including those listed in 4.

Permit Number: 410273MRI 1062

Permit Number: _____MRI _____


Permit Number: _____MRI _____

Permit Number: _____MRI _____

Permit Number: _____MRI _____

Permit Number: _____MRI _____

Notary Public:

BRIAN CHARLES FISCHETTE
Notary Public, State of New York
Qualified in Suffolk County
No. 01F16237122
My Commission Expires 03-14-20 15


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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of NOVEMBER 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 MISCHIEF Doc/Reg # 614835
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Alexander L. Smith*

Owner/Entity Name:

S+S FISHERIES INC

Name of Authorized Representative (print):

ALEXANDER L. SMITH

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330383 MRI 826

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



Julie M. Pelusm
2-9-2018

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

THIS ADHERENCE AGREEMENT is entered into as of this 12 day of DEC, 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 XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 MISTE ROSE Doc/Reg # 911242
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 XIII
FY 2013 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.

x.

Chuck Mallinson

Permit Number: 212096 MRI 2208

Owner/Entity Name:

Permit Number: _____ MRI _____

CHUCK AND ACE SEAFOOD, INC

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Permit Number: _____ MRI _____

CHUCK MALLINSON

Permit Number: _____ MRI _____

Title: PRESIDENT

Permit Number: _____ MRI _____

Notary Public:

John J. McDonald

JOHN J. MCDONALD
NOTARY PUBLIC, State of New York
No. 01MC5037839, Suffolk County
Commission Expires 2015

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>PONTOS</u>	Doc/Reg #	<u>596232</u>
Fishing Vessel Name	<u>ANTICIPATION</u>	Doc/Reg #	<u>938786</u>
Fishing Vessel Name	<u>TRAVIS & NATALIE</u>	Doc/Reg #	<u>666328</u>

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 XIII
FY 2013 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.

x. Salt

Permit Number: 410154 MRI 1607

Owner/Entity Name: FV PONTOS, LLC
FV ANTICIPATION, LLC
FV TRAVIS + NATALIE, LLC
ADVENTURES, INC
FV ERIN RENEE, LLC
FV ADRIANNA, LLC

Permit Number: 410469 MRI 1163

Permit Number: 320657 MRI 655

Name of Authorized Representative (print):

Permit Number: 223598 MRI 619

Sam A. Martin

Permit Number: 410381 MRI 1113

Title: VP OPERATIONS

Permit Number: 410384 MRI 1114

Notary Public:

Deborah Lee Carr
Nov. 29, 2012

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

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of NOVEMBER 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>PRAVAN L</u>	Doc/Reg #	<u>970254</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

JENNIFER FISHERIES INC

Name of Authorized Representative (print):

JULIA WESTCOTT

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330 739 MRI 1524

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:



Scot V. Hallberg
my commission expires
02/01/2014

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Nov, 2012, by the undersigned "Member", who for g

- Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012; agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall ha
- Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership records.
- Member acknowledges that; NEFS XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may with in the manner specified in the Operations Plan.
- 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 PROVIDER Doc/Reg # 599943 PERMIT 410166
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 ment Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

- Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership records.

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

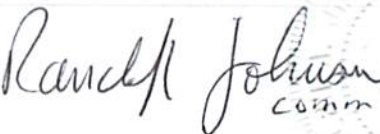
GOOD SHEPHERD FISHERIES INC.

Name of Authorized Representative (print):

ROBERT CABRAL

Title: PRES.

Notary Public:


Comm EXP 10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Rebecca Mary Fisheries LLC

Name of Authorized Representative (print):

Noah G. Clark

Title: OWNER

List all permits including those listed in 4.

Permit Number: 330534 MRI 88C

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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 11 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 RHONDA DEMIK Doc/Reg # 516754
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

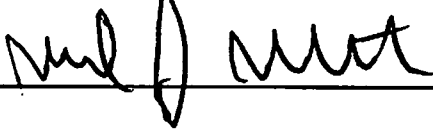
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

AMERICAN SEAFOOD INC.

Name of Authorized Representative (print):

MALCOLM J. MCCLINTOCK

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 330464 MRI 858

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:


COM EXP 10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 9 day of Nov 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 ROSE MARIE Doc/Reg # 680986
Fishing Vessel Name WALKER BAY Doc/Reg # NJ 3223
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Michael Matula, Inc*

List all permits including those listed in 4.

Permit Number: 410367 MRI 1108

Owner/Entity Name:

ROSS MARLB INC

Permit Number: 150615 MRI 626

Permit Number: _____ MRI _____

Name of Authorized Representative (print):

Michael Matula, Inc

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Title: OWNER CBPT,

Permit Number: _____ MRI _____

Notary Public: State of MA, County of Bristol
Signed before me on this 9th day
of Nov, 2012 by Michael MATULLA ETIS
Notary Public *[Signature]*

MY COMMISSION EXPIRES 1/14/2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 11-07 day of 2012, 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 XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 Sy.SAN ROSE Doc/Reg # 581472
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Joseph L. Rose

Owner/Entity Name:

Susan Rose Inc.

Name of Authorized Representative (print):

Joseph L. Rose

Title: Captain + Owner

List all permits including those listed in 4.

Permit Number: 320287 MRI 596

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Kelley P. Leach
Kelley P. Leach

Sworn to and subscribed before me
this 7 day of November, 2012

Kelley P. Leach
Notary Public

My commission expires September 2015

KELLEY P LEACH
NOTARY PUBLIC
Carteret County
North Carolina
My Commission Expires September 6, 2015

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 TENACITY Doc/Reg # 688168
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

TENACIOUS FISHING CORP

Name of Authorized Representative (print):

VINCENT CABILLO JR

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 320699 MRI 516

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

11/26/12
Notary Public: 

JILL M. RAMUNDO
Notary Public, State of New York
No. 01RAC123311, Suffolk County
Commission Expires, March 07, 2013

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

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

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>TITAN</u> | 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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

TITAN Fisheries INC

Name of Authorized Representative (print):

Glenn Goodwin

Title: Pres

List all permits including those listed in 4.

Permit Number: 410 403 MRI 1123

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public: 12/29/12

 #54499

DAVID J. MAJERKA

NOTARY PUBLIC

COMMISSION EXPIRES 30 DEC 2016

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

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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>TRADITION</u>	Doc/Reg #	<u>619934</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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Thomas E. Williams

Owner/Entity Name:

owner

Name of Authorized Representative (print):

THOMAS WILLIAMS

Title: PRESIDENT

List all permits including those listed in 4.

Permit Number: 310360 MRI 648

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Randolph Johnson
COM EXP 10-22-16

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

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of NOV, 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 YANKEE PRIDE Doc/Reg # 944788
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 XIII
FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

YANKEE PRIDE FISHERIES INC.

Name of Authorized Representative (print):

CHRISTOPHER ROKBUCK

Title: OWNER

List all permits including those listed in 4.

Permit Number: 410514 MRI 1168

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

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

NORTHEAST FISHERY SECTOR XIII

FY 2013 SECTOR OPERATIONS PLAN AND AGREEMENT

ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 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 XIII Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS XIII (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 XIII has adopted April 1, 2013 as the final date in which a NEFS XIII Member may withdraw from NEFS XIII prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS XIII 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 My Two Girls Doc/Reg # 113 28256A
- Fishing Vessel Name _____ Doc/Reg # _____
- Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

List all permits including those listed in 4.

Permit Number: 104433 MRI 2500

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

x. Mark Miller
 Signature of Authorized Representative:

Owner/Entity Name: _____

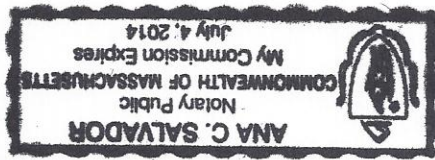
Name of Authorized Representative (print): _____

Mark Miller

Title: owner

Notary Public:

Ana C. Salvador



National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:23 pm

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

Most Recent Vessel Data

Vessel: HERITAGE

Northeast Federal Fishery Permit: 310439

US Coast Guard Doc #/State Registration # : 656114

Primary Owner|Corporation Name: HERITAGE FISHERIES INC

Address:

6 RHODY DRIVE

WESTERLY, RI 02891

Phone: (401) 596-0801

Hailing Port: POINT JUDITH, RI.

Principal Port: POINT JUDITH, RI.

Sector: NEFS 13

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

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

2013	FLS	1	COMMERCIAL MORATORIUM - 2013	MAY-13	APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	05-APR-13	28-FEB-14
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	01-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01-MAY-13	30-APR-14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:24 pm

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

Most Recent Vessel Data

Vessel: CURLEW II
 Northeast Federal Fishery Permit: 330084
 US Coast Guard Doc #/State Registration # : 297129
 Primary Owner|Corporation Name: CURLEW II INC
 Address:
 84 FRONT STREET
 NEW BEDFORD, MA 02740
 Phone: (508) 636-2711

Hailing Port: NEW BEDFORD, MA.
 Principal Port: NEW BEDFORD, MA.

Sector: NEFS 13

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

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

2013	FLS	1	COMMERCIAL MORATORIUM - 2013	MAY- 13	APR- 14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01- MAY- 13	30- APR- 14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01- MAR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01- MAR- 13	28- FEB- 14
2013	SF	1	SURF CLAM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 5:23 pm

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

Most Recent Vessel Data

Vessel: BUZZARDS BAY

Northeast Federal Fishery Permit: 410298

US Coast Guard Doc #/State Registration # : 624947

Primary Owner|Corporation Name: BUZZARDS BAY FISHERIES INC

Address:

84 FRONT STREET

NEW BEDFORD, MA 02740-7262

Phone: (508) 636-2711

Hailing Port: BOSTON, MA.

Principal Port: NEW BEDFORD, MA.

Sector: NEFS 13

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

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

2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	MAY- 13	APR- 14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01- MAR- 13	28- FEB- 14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	C	MONKFISH - CATEGORY C - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01- MAR- 13	28- FEB- 14
2013	SF	1	SURF CLAM - 2013	01- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14