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- 2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered
- 3 into as of December 3, 2012 (the "Effective Date"), by and among II Northeast Fishery Sector, Inc. ("NEFS
- 4 II") and each of the Sector members identified on the attached **Exhibit A**.

5 Recitals

- A. Pursuant to "Amendment 16" to the Northeast Multispecies Fishery Management Plan and implementing regulations promulgated by the National Marine Fisheries Service ("NMFS"), a group of
- 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,
- 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 II
- 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.
- 2. <u>Sector Eligibility and Membership.</u> 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 <u>Section 12</u> below, and the disciplinary expulsion provisions of <u>Section 13</u> below, Sector membership

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

- 2.1 <u>Rule of Three Requirement</u>: Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 310394 under the distinct ownership of Maria SS Dellume Inc., permit # 330388 under the distinct ownership of F/V SCM Inc., and permit # 240234 under the distinct ownership of Cottone Inc.
- 3. <u>Member and Vessel Permits</u>. The attached <u>Exhibit B</u> is provided in accordance with the requirements of Amendment 16 that all state and federal permits held by Members or assigned to Members' vessels be disclosed in each sector's annual operations plan.
- 4. <u>Sector Allocation and Exemptions</u>. Each Member shall take all actions and execute all documents necessary to obtain the Sector's Amendment 16 annual catch entitlement ("ACE"). The Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating multispecies implementing regulations; and any special exemptions the Board deems appropriate. The special exemptions initially requested by the Sector are identified on the "Harvesting Rules" attached hereto as **Exhibit C.**
- 5. <u>Distribution of Sector ACE</u>. Each Member acknowledges that the Sector's ACE is composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each such species being an "Allocated Species"). Subject to the terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an amount of the Sector's ACE, as adjusted by the Sector for retainages including but not limited to the Reserve, for each Allocated Species proportionate to the amount of ACE for such species that the Sector receives as a result of such Member's membership in the Sector. The amount of Sector ACE a Member may harvest or transfer, as adjusted by transfers and Sector retainages including but not limited to the Reserve, made in accordance with this Agreement, is referred to hereafter as a Member's "Harvest Share." Each Member may harvest or transfer its Harvest Share only under the terms and conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the Enforcement Committee (as defined below) and the

- Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's
 Harvest Share shall be a breach of this Agreement.
 - 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Albert Cottone will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2013 who will be acting as their Manager for FY 203-2014.
 - 6.1 <u>Communication with Sector</u>. The Manager is the primary point of contact for all communications on behalf of the Sector and all communications regarding NEFS II should be directed accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director of Northeast Sector Service Network, is authorized to act on behalf of the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

18 President: Joseph Orlando
19 Treasurer: Albert Cottone
20 Clerk: Christine Sherman
21 Directors: Vincenzo, Russo, Joseph Randazzo, Thomas Testaverede, Paul
22 Vitale, Dustin Ketchopolis, Susan Sandler

- In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications. Additionally, a list of current Board members can also be located at the following link.
 - http://corp.sec.state.ma.us/corp/corpsearch/corpsearchinput.asp
- 7. <u>Consolidation Plan</u>. The Sector's ACE shall be harvested in accordance with the terms and conditions of this Section 7.

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

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

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

- (b) Participate only as a transferor with regards to transfer of such member's Harvest Share within the sector. However, a Non-Active member may act as a transferee through an Inter-Sector transfer of ACE provided the transaction results in a net increase of this Sector's ACE.
- (c) Not have access to information on Fishtrax, or other Sector specific tools, other than the information necessary to track the balance of such Member's Harvest Share, and specifically, shall not have access to Harvest Share Offers or Permit Offers posted on behalf of Members;
- (d) Not have the rights of first offer on Sector Harvest Share and the related Sector ACE extended to Active Members, which may be adopted or amended from time to time by the Board under Section 7.3, and shall not have a right of first refusal on Permits extended to Active Members, which may be adopted or amended from time to time by the Board under Section 15;
- (e) Pay Sector Operating Fees on the net amount of Sector ACE transferred out of the Sector by such Member, and pay the Network Fee on the net amount of Sector ACE transferred out of the NEFS Sectors by such Member.
- 7.3 <u>Harvest Share Transfer</u>. Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE, to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such

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

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

7.5 <u>Re-direction Of Effort</u>. During FY 2011, NEFS **II** vessels switched fishing efforts into the following fisheries:

• Fishery: Shrimp (Gear: trawl small mesh)

• Fishery: Squid (Gear: trawl)

Fishery: Whiting (Gear: trawl – small mesh)

• Fishery: Tuna (Gear: Rod & Reel)

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

Fishery: Squid (Gear: trawl)

• Fishery: Whiting (Gear: trawl – small mesh)

• Fishery: Tuna (Gear: Rod & Reel)

During FY 2013, NEFS II anticipates similar redirection of effort to the fisheries listed above

7.6 <u>Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.</u>
NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless

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

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

In FY 2012, 86% of the permits enrolled in the NEFS II Sector for FY 2013 are attached to vessels actively fishing for NE Multispecies. For FY 2013, the NEFS II Sector has 82 permits currently enrolled. Of those 81 permits, 41 are anticipated to actively fish for NE multispecies in FY 2013. While these numbers may change, the NEFS II Sector expects that compared to FY 2012 there would be no change from the consolidation that previously occurred among the members during FY 2012. The member permits that are not attached to active NE multispecies vessels in FY 2013 are the same permits that leased out their Harvest Share in FY 2012. In most cases, a member who owns multiple permits fished his portion of the Sectors ACE i.e. harvest share (or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the harvest share contributed by all of those permits on the same single hull, resulting in no additional consolidation.

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

management purposes, catch and landings history data, Sector at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records.

- 9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch monitoring and reporting requirements established by the Manager, which may include but are not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely basis. Without limiting the foregoing, each Active Member shall submit on a timely basis all catch information as required by and necessary for the Manager to complete and file the Sector's weekly reports. Each Active Member's harvest of Sector ACE shall be calculated and tabulated in accordance with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the catch and delivery information produced by the Manager shall be presumed accurate, and absent manifest error, each Member's obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such information.
- 10. <u>Breach and Remedies for Breach</u>. The benefits associated with Sector membership will only accrue to the Members if each of them strictly complies with this Agreement. Each Member will make significant operational and financial commitments based on this Agreement, and any Member's failure to fulfill any of its obligations under this Agreement could have significant adverse consequences for some or all other Members. Any failure by a Member to fulfill any of its obligations under this Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the procedures set forth in this Section for determining whether a Member has breached this Agreement. The Sector shall be entitled to the remedies set forth in this Section if a Member is determined by the Sector to have breached this Agreement. Each Member shall take all actions and execute all documents the Manager deems necessary or convenient to give effect to the provisions of this Section.
- 10.1 <u>Liquidated Damages Schedule and Schedule Amendments</u>. The loss, costs and damages which may be suffered or incurred by Members as the result of any Member harvesting Sector ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess

harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated damages amounts as established under <u>Section 10.3</u>, below.

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

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

10.4 <u>Liquidated Damages Calculation</u>. The liquidated damages amount for each pound by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The

liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's Harvest Share shall be as provided on **Exhibit D**.

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

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

10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if the Manager concludes that a Member has breached this Agreement, the Manager shall notify such Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager, in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the time period directed by the Manager, taking into account the magnitude of the breach and the potential consequences of the breach for the Sector and the other Members, the Manager shall notify the Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described above, the Manager concludes it is necessary for the protection of the interests of the Sector and its

Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector manager may take any action he/she deems necessary including without limitation, self-help or court action which may include the seeking of injunctive relief.

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

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

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

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

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

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

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

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

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

- Subject to the provisions of this <u>Section 12</u> regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members on or before April 30, 2013 or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.
- If a Member is in breach of this Agreement or has outstanding Sector payment or performance obligations as of the Termination Date, unless the Board takes action to terminate such Member's membership, such Member's membership shall be deemed renewed for the following year, notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the authority to file an application for a Sector allocation including such Member as a Member of the Sector. Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all documents necessary or convenient to give effect to this provision.
- Termination of membership shall not relieve a person or entity of any obligations under this Agreement related to the period during which such person or entity was a Member, including but not limited to liquidated damages obligations for breach of this Agreement, consequential damages obligations for breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations related to such person or entity's actions as a Member.

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

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

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

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

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

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

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

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

fishing year during which the transfer occurs, and thereafter may only remain a Sector Member if such
Transferee applies for and is admitted to Sector membership in accordance with Section 2, above.

- 15.1 The Transferee shall be deemed a Non-Active Member of the Sector, with no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire Active Member status during the fishing year in which the permit transfer occurred must submit a written request to the Board for consideration. The Board will have the authority to approve, conditionally approve or deny such request.
- Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the Manager exercising reasonable independent business judgment in good faith in reviewing and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms and conditions of this Agreement. Each Member hereby waives and releases any and all claims against the Manager arising out of or relating to Manager's performance under this Agreement, other than those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify, defend and hold the Manager harmless from and against any third party claims, damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in connection with the Manager's performance under this Agreement, other than those arising out of gross negligence or willful misconduct by the Manager.
- 17. <u>Sector Membership Fees</u>. At least thirty (30) days prior to the Effective Date, and at least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the Members in writing of the amount of Sector membership fees that the Board has adopted for the upcoming year of Sector operations.
- 18. <u>Binding Arbitration</u>. Each Member and the Sector agree to exercise their best good faith commercially reasonable efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be submitted to binding arbitration upon the request of any party at interest. Any person nominated as an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business

- 1 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)
- 2 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

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- The party's written request for arbitration shall include the name of the arbitrator selected by the party requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to assess such costs to the applicable Member, which costs shall be immediately due and payable. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by an applicable statute of limitations.
- The final decision of the Arbitrators shall not be subject to review or appeal by any other person, including any court, with the exception of NMFS in its oversight role for the purposes of statutory and regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and relinquished. Such final decision shall bind the parties and shall not require any further action of enforcement or collection once docketed with the records of the Sector. In breach by any Member of performance thereof, the Manager may *sua* sponte and without any notice or hearing issue a Stop Fishing Order or an Order of Expulsion respecting such Member in breach.
- The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce any decision against any Member in breach by an action for specific performance, declaratory relief, *lis pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court

for the County where the registered office of the Sector is located shall be deemed to have such jurisdiction

- 19. <u>No Collective Marketing</u>. The Members acknowledge that the Sector has not been formed or qualified as a collective marketing association. The Members therefore agree that nothing in this Agreement shall be construed as permitting or obligating Members to collaborate regarding the processing, marketing or sales of the product produced from catch harvested under their Harvest Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and shall hold ex-vessel price information as confidential from other Members until such information becomes public or until such price information is six months old, unless and until the Sector is properly qualified under State and Federal law as a collective marketing association
- 20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral documents referred to herein are and shall all be as the same may be amended from time to time. Any amendments thereto or hereto which are approved by the Board shall, as a condition of further membership of any Member in the Sector be deemed without any requirement of acceptance, consent or execution by any such Member to have been adopted, ratified and confirmed by such Member.

EXHIBIT A

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

 $\underline{\textbf{SECTOR MEMBERS}} : \textbf{The following table identifies The NEFS II Members} :$

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	Permit		Doc-	
MRI	Number	Vessel Name	Registration	Owner/Entity (optional)
34	150909	WATER TENDER NINE	MS9864AV	Russo Fishing Corp.
51	220152	HELEN S III	532240	GRACE & ROSA INC
68	151165	JUDITH LEE ROSE	MS4234AX	GFCPF
106	151427	RAZZO	249183	Raz Fishing Co.
111	231052	CAT EYES	635378	Cat Eyes Fisheries Inc
133	240896	SPECIAL K	668249	A & J Fisheries
149	150566	TWO DOGS	ME154PV	Dennis P. Robillard Jr.
155	230373	RAMBLIN ROSE	590228	Rosemarie Trefry
160	230418	TERMINATOR	606127	Paul Theriault
178	151137	Pamalita II	MS4197AX	Paul Theriault
185	150703	CAPT LEO II	MS2022AT	Joseph Jurek
187	231209	MARIA G S	684432	J Sans Jr Fisheries Inc
189	231302	EARLY TIMES	689215	Early Times Fisheries
248	321113	HORIZON	1082564	Jam Fishing Co.
252	149677	LADY JUSTINE	MS4629AK	RMV Inc
255	240234	SABRINA MARIA	278350	Cottone Inc.
259	149535	UNNAMED	MS4516AU	PAJAM FISHING CORP
288	222427	JESSICA MEGAN	MS8002AS	IRMA FISHING LLC
293	150485	LITTLE STORM	NH4627BN	Carl Bouchard
309	150483	MONI HONI	NH6336BM	Carl Bouchard
310	147967	STORMY WEATHER	NH1909BF	Carl Bouchard
314	250009	LITTLE SANDRA	250185	Little Sandra Corp
330	149626	LUCKY JOE	MS1113AK	Emilie Inc.
347	320673	JENNY G	519105	Renegade Fishing LLC
370	251683	CAPT NOVELLO	909375	Vincie N Inc
373	250313	MISS SANDY	554149	Taormina Fishing Corp.
411	150006	WATER TENDER	ME12WSL	Dennis P. Robillard Jr.
470	150345	GRACE MARIE II	MS1884AR	AGV Company Ltd
485	310189	CHRISTINA ELENI	516896	Sal & Sons
490	320233	JANAYA & JOSEPH	535793	s.s. Fisheries Inc.
512	310394	PADRE PIO	632107	Maria SS Dellume
513	321085	VIKING PRIDE	598855	Viking Pride Fisheries

	Permit		Doc-	
MRI	Number	Vessel Name	Registration	Owner/Entity (optional)
588	320567	CATERINA G	615635	Caterina G. Inc.
593	150203	NJORD II	RI6201E	Stefanie Noto
615	150464	Captain Joey	NH7606BK	Lisa Ann Fisheries LLC
664	150369	UNNAMED	MS1922NN	Captain Dominic and Bros.
669	320695	MARY AND JOSEPHINE	603558	P & V Fishing Corp.
735	151419	LUCY	569879	Lucy and Tyler
769	330260	GRACE MARIE	591608	AGV Company Ltd
773	149606	ACHILLES	NH6897BK	Lily Jean Corp.
802	330338	LADY JANE	608078	F/V SCM Inc
816	330362	CAPTAIN DOMINIC	611057	Captain Dominic and Bros.
825	151270	Sea Escape II	MS7960AY	G & N Fishing Corp
843	150791	Little Flower	MS5821AU	GFCPF
844	310995	MIDNIGHT SUN	1051185	Lisa T Corp
907	410220	Orion	611248	PRINCESS DIANA 1 INC
1004	410555	PRINCESS LAURA	1149379	Anthony and Enzo Inc
1009	149233	KEYWEST	MS5969AF	Sandler Fisheries Inc.
1043	410242	MISS TRISH II	615489	Russo Fishing Corp.
1153	410106	Capt Joe	582912	Giuseppe Dimaio
1484	123845	BANTRY BAY	MS8376KV	Daniel Murphy
1486	125795	KATIE MAY	MS9415AH	Dean Holt
1493	250659	DEBRA ANN II	652947	Paul Metivier
1505	320892	SEAFARMER II	937222	Sandler Fisheries Inc.
1532	231688	KATHRYN W	913480	Boat Herrin Choker Inc
1578	149582	JULIE ANN II	ME120NT	Dennis P. Robillard Jr.
1610	240998	TINA & TOM	688789	Tina and Tom Inc.
1722	146860	LITTLE LADY	NH9811BA	Joseph Jurek
1724	149632	ALYSSA & ANDREW	MS3587AK	James Vanderpool
1734	214761	HARVEST MOON	1044860	F/V Harvest Moon Inc
1756	241551	KRISTINE MARIE	973012	DBA F/V Kristine Marie
1767	250366	ANGELA AND ROSE	587293	RMV Inc
1798	110688	RUTH D	MS2912YY	Ruth D Inc.
1806	144816	THREE W'S	MS9736KK	Paul Metivier
1810	150574	UNNAMED	MS7770AS	Raz Fishing Co.
1818	146860	MYSTIQUE LADY	NH8883BB	Joseph Jurek
1830	230329	FRANCESCA & CARLO	593653	Francesca Corp
1846	149824	STORMY WEATHER I	NH9867BK	Carl Bouchard
1878	330271	LILY JEAN	509307	Lily Jean Corp.
1950	150963	ANNA MAE	MS1157AW	Daniel Murphy

	Permit		Doc-	
MRI	Number	Vessel Name	Registration	Owner/Entity (optional)
1957	150236	SUN DOG	ME14CLT	Dennis P. Robillard Jr.
1987	149295	LADY ELAINE	MS9495DC	Dennis Oconnell
2016	250508	EXPLORER II	621654	Explorer II Corp.
2091	150702	TINA & TOM II	MS8852AT	Tina and Tom Inc.
2119	310729	NORTHERN EDGE	982762	NORTHERN EDGE Inc
2192	100409	IRMA C II	MS6040A	Jam Fishing Co.
2352	149590	LENDALL I	MS 1440 AR	Lily Jean Corp.
2369	150401	MARK TWAIN	MS1698AR	Mark Twaine Corp.
2533	113476	Sharkbait II	MS5491AB	John G Sharkey
3607	149686	PEPPA	MS5650AK	CORRADO BUCCHERI
47822	149602	Miss Megan	MS6264AX	Daniel Murphy
47848	134630	AMBER AND JOHN	MS3411KR	Ruth D Inc.

Sector Member	Vessel Name	Hull ID	Federal Permit #
Raz Fishing Co.	RAZZO	249183	230035
Cat Eyes Fisheries Inc	CAT EYES	635378	231052
A & J Fisheries	SPECIAL K	668249	240896
Paul Theriault	TERMINATOR	606127	230418
J Sans Jr Fisheries Inc	MARIA G S	684432	231209
Early Times Fisheries	EARLY TIMES	689215	231302
Jam Fishing Co.	HORIZON	1082564	321113
Cottone Inc.	SABRINA MARIA	278350	240234
Little Sandra Corp	LITTLE SANDRA	250185	250009
Renegade Fishing LLC	JENNY G	519105	320673
Vincie N Inc	CAPT NOVELLO	909375	251683
Taormina Fishing Corp.	MISS SANDY	554149	250313
Sal & Sons	CHRISTINA ELENI	516896	310189
s.s. Fisheries Inc.	JANAYA & JOSEPH	535793	320233
Maria SS Dellume	PADRE PIO	632107	310394
Caterina G. Inc.	CATERINA G	615635	320567
P & V Fishing Corp.	MARY AND JOSEPHINE	603558	320695
AGV Company Ltd	GRACE MARIE	591608	330260
F/V SCM Inc	LADY JANE	608078	330338
Captain Dominic and Bros.	CAPTAIN DOMINIC	611057	330362
Lisa T Corp	MIDNIGHT SUN	1051185	310995
PRINCESS DIANA 1 INC	Orion	611248	410220
Anthony and Enzo Inc	PRINCESS LAURA	1149379	410555
Russo Fishing Corp.	MISS TRISH II	615489	410242
Princess Elena Inc.	Capt Joe	582912	410106
Daniel Murphy	BANTRY BAY	MS8376KV	123845
Dean Holt	KATIE MAY	MS9415AH	125795
Paul Metivier	DEBRA ANN II	652947	250659
Sandler Fisheries Inc.	SEAFARMER II	937222	320892
Boat Herrin Choker Inc	KATHRYN W	913480	231688
Jillity, LLC	JULIE ANN II	ME120NT	149582
Tina and Tom Inc.	TINA & TOM	688789	240998
James Vanderpool	ALYSSA & ANDREW	MS3587AK	149632
F/V Harvest Moon Inc	HARVEST MOON	1044860	214761
DBA F/V Kristine Marie	KRISTINE MARIE	973012	241551
RMV Inc	ANGELA AND ROSE	587293	250366

Sector Member	Vessel Name	Hull ID	Federal Permit #
Ruth D Inc.	RUTH D	MS2912YY	110688
Joseph Jurek	MYSTIQUE LADY	NH8883BB	146860
Francesca Corp	FRANCESCA & CARLO	593653	230329
Lily Jean Corp.	LILY JEAN	509307	330271
Dennis Oconnell	LADY ELAINE	MS9495DC	149295
Explorer II Corp.	EXPLORER II	621654	250508

1	EXHIBIT B
2	Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2013 (May 1, 2013 to April 30, 2014)
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4	Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector.
5	
6	Additional Information on federal permits associated with Sector Vessels and Sector Members:

Sector Member	Federal Permit#													
Russo Fishing Corp.	5 0 9 0 9	b spin I y u dogfi e sh f i s h	sum mer floun der	herri ng	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish				
GRACE & ROSA INC	2 0 1 5 2	b spin I y u dogfi e sh f i s h	Ame rican lobst er	mon kfish	multis pecie s	skate	squid/ma ckerel/but terfish							
GFCPF	5 1 1	b spin I y u dogfi e sh f	herri ng	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish	tilefish					

Sector Member	Federal Permit#														
		s h													
Raz Fishing Co.	2 3 0 0 3 5	b spi l y u dog e sh f i s	ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Cat Eyes Fisheries Inc	2 3 1 0 5 2	b spi l y u dog e sh f i s	ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	skate	squid/ma ckerel/but terfish	tilefish			
A & J Fisheries	2 4 0 8 9 6	b spi l y u dog e sh f i s	ng	Ame rican lobst er	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish					
Dennis P. Robillard Jr.	1 5 0 5 6 6	b spi l y u dog e sh f i s h	ng	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish	tilefish						

<u> </u>																
Sector Member	F e d e r															
	a I P															
	e r m i t															
	#															
Rosemarie Trefry	2 3 0 3 7 3	p i i i i n e	Ame rican obst er	mon kfish	multi spec ies											
		d o g f i s h														
Paul Theriault	2 3 0 4 1 8	l y	spin / dogfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish	tuna				
Paul Theriault	1 5 1 1 3 7	l y	spin / dogfi sh	herri ng	mon kfish	multis pecie s	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish					
Joseph Jurek	1 5 0 7 0 3	A reconstruction in the second	multi spec es													
		o b														

Sector Member	Federal Permit#															
		s t e r														
J Sans Jr Fisheries Inc	2 3 1 2 0 9	s herri p ng i n y d o o g f i s h	scall op - LAG C	Ame rican lobst er	monkf ish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish				
Early Times Fisheries	2 3 1 3 0 2	b spin I y dogfi e sh f i s h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Jam Fishing Co.	3 2 1 1 1 3	b spin I y dogfi e sh f i s h	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish					
RMV Inc	1 4 9 6 7	b spin l y dogfi e sh f	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	skate	squid/ma ckerel/but terfish	tilefish						

Sector Member	Federal Permit#																
		s h															
Cottone Inc.	2 4 0 2 3 4	l y	spin ' logfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish						
Jam Fishing Co.	1 4 9 5 3 5	b k	olac sea oass	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish			
Jam Fishing Co.	2 2 2 4 2 7	b s l y u c	spin , dogfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	skate	squid/ma ckerel/but terfish	tilefish							
Carl Bouchard	1 5 0 4 8 5	b s l y u c	spin , logfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish						

Sector Member	F e d e r a l P e r m															
Carl Bouchard	i t # 1 5 0 4 8 3	b blac l k sea e bass f i s h	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish			
Carl Bouchard	C P H	n														
Little Sandra Corp	5 0 0 0 9	b spin l y dogfi e sh f i s h	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Emilie Inc.	1 4 9 6 2 6	h Ame e rican r lobst r er i	mon kfish	multi spec ies	skate	squid/ma ckerel/but terfish	tilefish									
Renegade Fishing LLC	3 2 0 6 7 3	b spin I y a dogfi c sh k s e a b a	sum mer floun der	Ame rican lobst er	monkf ish	multispeci es	scup	skate								

Sector Member	Federal Permit#															
		s s														
Vincie N Inc	2 5 1 6 8 3	b spin I y u dog e sh f i s	mer	herri ng	scallo p - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish		
Taormina Fishing Corp.	5	b spin I y u dog e sh f i s	ng	Ame rican lobst er	monkf ish	multispeci es	skate	squid/ma ckerel/but terfish								
Dennis P. Robillard Jr.	1 5 0 0 0 6	b spin I y u dog e sh f i s	ng	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish	tilefish							
AGV Company Ltd	1 5 0 3 4 5	s Ame u ricai m lobs m er e r f l	n kfish	multi spec ies	scup											

Sector Member	Federal Permit#																	
		n d e r																
Sal & Sons	3 1 0 1 8 9	1	spin y dogfi sh	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish						
s.s. Fisheries Inc.	3 2 0 2 3 3	b	spin y dogfi sh	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish						
Maria SS Dellume	3 1 0 3 9 4		herri ng	Ame rican lobst er	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish	tilefish								
Viking Pride Fisheries	3 2 1 0 8 5		blac k sea bass	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	tilefish		

Sector Member	Federal Permit#															
Caterina G. Inc.	3 2 0 5 6 7	b sp l y u do e sh f i s	gfi ng	i Ame rican lobst er	monkf ish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish					
Stefanie Noto	1 5 0 2 0 3	b bla l k u se e ba f i s h	y a dog	mer	herrin g	American lobster	monkfish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish			
Lisa Ann Fisheries LLC	1 5 0 3 6 2	b bla l k u se e ba f i s h	a dog ss sh	mer floun der	herrin g	American lobster	monfish	multispeci es	red crab	scup	skate	loligo/butt erfish	atlantic mackerel	tilefish		
Captain Dominic and Bros.	150369	s Ar p rid i lol n er y d d o g f i s h	an kfisl		skate											

Sector Member	Federal Permit#															
P & V Fishing Corp.	3 2 0 6 9 5	b spir l y u dog e sh f i s	mer fi floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Jam Fishing Co.	3 3 0 1 7 6	s Am. c rica a lobs I er I o p L A G C C	n spec													
AGV Company Ltd	3 0 2 6 0	b spir I y dog e sh f i s	mer fi floun der	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Lily Jean Corp.	1 4 9 6 0 6	b spir I y u dog e sh f i s	mer	herri ng	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish					

Sector Member	Federal Permit#																	
F/V SCM Inc	3 3 0 3 3 8	b l u e f i s h	blac k sea bass	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	tilefish		
Captain Dominic and Bros.	3 3 0 3 6 2	s p i n y d o g f i s h	herri ng	Ame rican lobst er	mon kfish	multis pecie s	ocean quahog	skate	squid/ma ckerel/but terfish									
G & N Fishing Corp	1 5 1 2 7 0	b I	spin y dogfi sh	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish						
GFPF	1 5 0 7 9 1	b l u e f i s h	blac k sea bass	spin y dogfi sh	sum mer floun der	herrin g	American lobster	American lobster trap	monkfish	multispeci es	red crab	scup	skate	LONGFIN SQUID/B UTTERFI SH- COMM. MORATO RIUM - 2013	squid/ma ckerel/but terfish	tilefish		

Sector Member	Federal Permit#															
Lisa T Corp	3 1 0 9 9 5	b blac l k u sea e bass f i s h	spin y dogfi sh	sum mer floun der	herrin g	scallop - LAGC	American lobster	monkfish	scup	scup	skate	squid/ma ckerel/but terfish	tilefish			
PRINCES S DIANA 1 INC	4 1 0 2 2 0	b blac l k u sea e bass f i s h	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	skate	scup	skate	squid/ma ckerel/but terfish	LONGFIN SQUID/B UTTERFI SH- COMM. MORATO RIUM - 2013	tilefish		
Anthony and Enzo Inc	4 1 0 5 5 5	b spin l y u dogfi e sh f i s h	herri ng	Ame rican lobst er	monkf ish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish				
Sandler Fisheries Inc.	1 4 9 2 3 3	b spin l y dogfi e sh f i s h	sum mer floun der	herri ng	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish					
Russo Fishing Corp.	4 1 0 2 4 2	s herri p ng i n y d o	Ame rican lobst er	mon kfish	multis pecie s	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish							

Sector Member	Federal Permit #																	
		f i s h																
Princess Elena Inc.	4 1 0 1 0 6	l k u s	lac ea ass	spin y dogfi sh	sum mer floun der	herrin g	scallop - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	til efi sh	
Daniel Murphy	1 2 3 8 4 5	b s l y u d	pin ogfi h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish	tilefish	tuna				
Dean Holt	1 2 5 7 9 5	b s l y u d	pin ogfi h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish	tuna					
Paul Metivier	2 5 0 6 5 9	b s l y u d	pin ogfi h	sum mer floun der	herri ng	scallo p - LAGC	American lobster	monkfish	multispeci es	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish					

Sector Member	Federal Permit#																	
Sandler Fisheries Inc.	3 2 0 8 9 2	b blac I k u sea e bass f i s	spin y dogfi sh	sum mer floun der	herrin g	scallop - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	til efi sh	sw ord fish	s h a rk
Boat Herrin Choker Inc	2 3 1 6 8 8	b spin I y u dogfi e sh f i s	Ame rican lobst er	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish										
Jillity, LLC	1 4 9 5 8 2	b spin I y u dogfi e sh f i s	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish							
Tina and Tom Inc.	2 4 0 9 9 8	b spin I y u dogfi e sh f i s h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	surf clam	skate	tilefish							
Joseph Jurek	1 5 0 3 2 2	A multi m spec e ies r i c a n																

Sector Member	Federal Permit#																
James Vanderpoo I	1 4 9 6 3 2	I o b b s s t t e e r b spin I y dogfi e sh f i s h	sum mer floun der	herri ng	scallo p - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
F/V Harvest Moon Inc	1 4 7 6 1	b spin I y u dogfi e sh f i s	herri ng	Ame rican lobst er	monkf ish	multispeci es	ocean quahog	surf clam	skate	squid/ma ckerel/but terfish							
DBA F/V Kristine Marie	4 1 5 5 1	b spin I y u dogfi e sh f i s h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tuna				
RMV Inc	5 0 3 6 6	b spin I y u dogfi e sh f i s h	sum mer floun der	herri ng	scallo p - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	tilefish		

Sector Member	Federal Permit															
Ruth D Inc.	1 0 6 8 8	b spin l y dogfi e sh f i s h	Ame rican lobst er	mon kfish	multis pecie s	squid/ma ckerel/but terfish										
Paul Metivier	1 4 4 8 1 6	b spin I y u dogfi e sh f i s	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish							
Raz Fishing Co.	1 5 0 5 7 4	b spin I y u dogfi e sh f i s	herri ng	mon kfish	multis pecie s	red crab	skate	squid/ma ckerel/but terfish	tilefish							
Joseph Jurek	1 4 6 8 6 0	b spin I y dogfi e sh f i s	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	red crab	surf clam	skate	tilefish	tuna			
Francesca Corp	3 0 3 2 9	b spin l y dogfi e sh f i s h	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish					

Sector Member	Federal Permit#														
Carl Bouchard	4 1 9 0 8 0 2 1 4 i	s	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	skate	squid/ma ckerel/but terfish	tilefish					
Lily Jean Corp.	3 I 0 0 2 6 7 1 1 i	spin y u dogfi e sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	ocean quahog	red crab	surf clam	skate	squid/ma ckerel/but terfish	tilefish			
Daniel Murphy	1 I 5 I 0 I 9 I 6 I 1 3 I 1 3	spin y u dogfi e sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	skate	squid/ma ckerel/but terfish	tilefish						
Dennis P. Robillard Jr.	5 I 0 I 2 I 3 I 6 I	spin y dogfi e sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	squid/ma ckerel/but terfish								
Dennis Oconnell	4 1 9 i 2 1 9 5 5 6 6 6 6 6 6 6 6	s herri o ng n	scall op - LAG C	Ame rican lobst er	monkf ish	multispeci es									

Sector Member	Federal Permit#																	
		f i s h																
Explorer II Corp.	2 5 0 5 0 8	l u	blac k sea bass	spin y dogfi sh	sum mer floun der	herrin g	scallop - LAGC	American lobster	monkfish	multispeci es	ocean quahog	red crab	scup	surf clam	skate	squid/ma ckerel/but terfish	til efi sh	
Tina and Tom Inc.	1 5 0 7 0 2	b I u	spin y dogfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish						
NORTHER N EDGE Inc	3 1 0 7 2 9	b I u	spin y dogfi sh	herri ng	scall op - LAG C	Ameri can lobste r	monkfish	multispeci es	ocean quahog	surf clam	squid/ma ckerel/but terfish	tilefish						
Jam Fishing Co.	1 0 0 4 0 9	b I u	spin y dogfi sh	herri ng	Ame rican lobst er	monkf ish	multispeci es	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish						

Sector Member	Federal Permit														
Lily Jean Corp.	4 9 5 9 0	b blac l k u sea e bass f i s h	spin y dogfi sh	sum mer floun der	herrin g	American lobster	monkfish	multispeci es	red crab	squid/ma ckerel/but terfish	tilefish				
Mark Twaine Corp.	5 0 4 0 1	s herri ng m m e e r f l o u u n d d e e r r	Ame rican lobst er	mon kfish	multis pecie s	red crab	scup	skate	squid/ma ckerel/but terfish	tilefish					
John G Sharkey	1 1 3 4 7 6	b spin y u dogfi e sh f i s h		mon kfish	multis pecie s	mackerel									
Jam Fishing Co.	4 9 6 8 6	b spin y u dogfi e sh f i s h	herri ng	mon kfish	multis pecie s	skate	squid/ma ckerel/but terfish								

Sector Member	F e d e r a I							
	P e r m i t							
Daniel Murphy	1 s herri mo 4 p ng kfis 9 i 6 n 0 y 2 d 0 g f i s h	sh spec butter fish	mackerel					
Ruth D Inc.	1 b spin Arr 3 l y rica 4 u dogfi lob 6 e sh er 3 f 0 i s	an spec ost ies						

Sector Member	Federal Permit #	State Permits	State Permits
Russo Fishing Corp.	150909		
GRACE & ROSA INC	220152		
GFCPF	151165		
Raz Fishing Co.	230035	Massachusetts: lobster, dogfish, fluke, shrimp, urchin, squid, striped bass, shellfish, sea herring	
Cat Eyes Fisheries Inc	231052	Massachusetts: lobster, sea bass, dogfish, shrimp, shellfish, urchin, sea herring, sea scalllop	

Sector Member	Federal Permit #	State Permits	State Permits
A & J Fisheries	240896	Massachusetts: lobster, shrimp, sea scallop, shellfish, striped bass	
Dennis P. Robillard Jr.	150566	Massachusetts: shellfish, shrimp, scup, urchin, sea herring, sea bass	
Rosemarie Trefry	230373		
Paul Theriault	230418		
Paul Theriault	151137		
Joseph Jurek	150703	Massachusetts: lobster	

Sector Member	Federal Permit #	State Permits	State Permits
J Sans Jr Fisheries Inc	231209	Massachusetts: sea herring, urchin	
Early Times Fisheries	231302	Massachusetts: lobster, shrimp, sea scallop, shellfish	
Jam Fishing Co.	321113	Massachusetts: lobster, shrimp, sea scallop, shellfish	
RMV Inc	149677	Massachusetts: lobster, dogfish, shrimp, sea herring, sea scallop, urchin, shellfish	
Cottone Inc.	240234		
Jam Fishing Co.	149535	Massachusetts: lobster, shellfish, shrimp, sea herring	

Sector Member	Federal Permit #	State Permits	State Permits
Jam Fishing Co.	222427		
Carl Bouchard	150485		
Carl Bouchard	150483		
Carl Bouchard	СРН		
Little Sandra Corp	250009	New Hampshire Commercial Saltwater	
		Commercial Saltwater	
Emilie Inc.	149626		

Sector Member	Federal Permit #	State Permits	State Permits		
Renegade Fishing LLC	320673	New Hampshire Commercial Saltwater	Massachusetts: lobster, squid, dogfish, scup sea bass, shellfish		
Vincie N Inc	251683	Massachusetts: lobster, shellfish, shrimp, squid, sea herring			
Taormina Fishing Corp.	250313				
Dennis P. Robillard Jr.	150006	New York Food Fish	New Jersey: fluke		
AGV Company Ltd	150345				
Sal & Sons	310189				

Sector Member	Federal Permit #	State Permits	State Permits
s.s. Fisheries Inc.	320233		
Maria SS Dellume	310394		
Viking Pride Fisheries	321085	New York Food Fish	
Caterina G. Inc.	320567	Massachusetts: lobster,	
Chafasia Nata	450000	sea scallop, dogfish, shrimp, sea herring, shellfish	
Stefanie Noto	150203		
Lisa Ann Fisheries LLC	150362		

Sector Member	Federal Permit #	State Permits	State Permits
Captain Dominic and Bros.	150369		
P & V Fishing Corp.	320695		
T & V Floring Corp.	320093		
Jam Fishing Co.	330176	Massachusetts: lobster,	
		shrimp, sea herring, sea scallop	
AGV Company Ltd	330260		
Lily Jean Corp.	149606	Massachusetts: lobster, sea scallop, shrimp	
F/V SCM Inc	330338		
F/V SCIVI IIIC	330330		

Sector Member	Federal Permit #	State Permits	State Permits
Captain Dominic and Bros.	330362	Massachusetts: lobster	
Captain Dominic and Bros.	330362	Massachusetts, lobstei	
G & N Fishing Corp	151270		
GFPF	150791		
Lisa T Corp	310995	Massachusetts: lobster, shellfish, sea herring, shrimp, sea scallop, scup, fluke, dogfish, sea bass	
PRINCESS DIANA 1 INC	410220		
Anthony and Enzo Inc	410555		

Sector Member	Federal Permit # State Permits		State Permits	
Sandler Fisheries Inc.	149233			
Russo Fishing Corp.	410242	Massachusetts: lobster, shrimp, sea herring		
Princess Elena Inc.	410106			
Daniel Murphy	123845			
Dean Holt	125795	Massachusetts: lobster, shellfish, sea herring, urchin, shrimp, squid, dogfish, striped bass, sea scallop, sea bass, scup		
Paul Metivier	250659	Massachusetts: dogfish, shrimp, sea scallop, shellfish		

Sector Member	Federal Permit #	State Permits	State Permits
Sandler Fisheries Inc.	320892	Massachusetts: lobster, dogfish, shrimp, sea herring, sea scallop, shellfish	
Boat Herrin Choker Inc	231688	Massachusetts: lobster, squid, dogfish, fluke, shrimp, scup, sea bass, sea scallop, shellfish, striped bass	
Jillity, LLC	149582	Massachuseets: lobster, sea scallop, shellfish	
Tina and Tom Inc.	240998		
Joseph Jurek	150322	Massachusetts: lobster, sea herring, squid, doffish, fluke, shrimp, scup sea bass, sea scallop, shellfish	
James Vanderpool	149632		

Sector Member	Federal Permit #	State Permits	State Permits
F/V Harvest Moon Inc	214761	Massachusetts: lobster, shrimp, striped bass	
DBA F/V Kristine Marie	241551	Massachusetts: lobster, shrimp, sea scallop, striped bass, shellfish, sea herring	
RMV Inc	250366	Massachusetts: lobster, squid, dogfish, shrimp, scaup, sea bass, sea scallop, shellfish	
Ruth D Inc.	110688	Massachusetts: lobster, shrimp, scup, shellfish	
Paul Metivier	144816		
Raz Fishing Co.	150574		

Sector Member	Federal Permit #	State Permits	State Permits
Joseph Jurek	146860	New Hampshire Wholesale Marine Species	Massachusetts: lobster, dogfish, shrimp, sea scallop, squid,scup, sea bass, shellfish
Francesca Corp	230329	Massachusetts: lobster, shrimp	
Carl Bouchard	149824		
Lily Jean Corp.	330271	Massachusetts: lobster, sea scallop, shrimp	
Daniel Murphy	150963		
Dennis P. Robillard Jr.	150236		

Sector Member	Federal Permit #	State Permits	State Permits
Dennis Oconnell	149295	Massachusetts: lobster, shrimp, sea scallop, shellfish	
Explorer II Corp.	250508	Massachusetts: lobster, sea scallop, shellfish, sea herring, squid, sea bass, dogfish, urchin, shrimp, scup	
Tina and Tom Inc.	150702		
NORTHERN EDGE Inc	310729		
Jam Fishing Co.	100409		
Lily Jean Corp.	149590		

Sector Member	Federal Permit #	State Permits	State Permits
Mark Twaine Corp.	150401		
John G Sharkey	113476	Massachusetts: striped bass	
Jam Fishing Co.	149686		
Daniel Murphy	149602		
Ruth D Inc.	134630	Massachusett: lobster, urchin	

1 EXHIBIT C

HARVESTING RULES

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

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

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

GOM Cod	GB Cod	GOM Haddock	GB Haddock	CC/GOM Yellowtail Flounder	GB Yellowtail Flounder:	SNE/MA Yellowtail Flounder
	Eastern:		Eastern:			
	Western:		Western:			
Pollock	Redfish	White Hake	American Plaice	GOM Winter Flounder	GB Winter Flounder	Witch Flounder
SNE/MA Winter Flounder						

- 1. ANNUAL CATCH ENTITLEMENT: The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer.
- 2. **QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual

- member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.
- 3. <u>RESERVE</u>: For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE.
- 11 4. SLOWING CATCH: The quota release program will incorporate a list of thresholds for both Sector 12 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members. 13 Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the 14 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore, 15 Harvest Shares trajectories will be set to the Harvest Share. Once 80% of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota 16 17 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing 18 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector 19 Manager to seek additional ACE through an ACE transfer with other sectors.
- 5. <u>FULL RETENTION OF LEGAL SIZED FISH</u>: All legal sized fish of allocated stocks harvested during the fishing operations must be retained and counted against the Sector's ACE allocation, unless otherwise exempted.
- 6. DAYS AT SEA: Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for example, when fishing under a monkfish DAS.

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- 7. STOCK AREA DECLARATION: Prior to leaving port, sector vessels will declare one or more than one of the four stock delineation areas as identified in Amendment 16 and relating implementing regulations.
 - 7.1 Inshore Gulf of Maine Declaration: For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with all Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative took to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by this Sector.
 - **7.1.1**For the purpose of <u>Section 7.1</u> of the Harvesting Rules, the portion of BSA 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

1			7.1.2 When an Observer/Monitor is onboard. The Sector Vessel may declare and fish
2			in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM
3			defined in this section.
4			7.1.3 When an Observer/Monitor is NOT onboard.
5			1. If the Sector Vessel intends to fish West of the 70:15 in the area described in
6			Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during
7			a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct
8			any fishing activity outside of the area defined as BSA 1 for the entire trip.
9			2. If the vessel declares more than one Broad Stock Area on a trip, the vessel is
10			prohibited from conducting fishing activity West of the 70:15 in the area
11			described in <u>Section 7.1.1 of these Harvesting Rules</u> as the Inshore GOM.
12			7.1.4The Sector Manager and Sector Members will work together to determine how
13			the declaration requirements above will be completed using the existing VMS
14			systems or an alternative third party reporting system.
15			
16			
17	8.		P HAILS: Sector vessels will comply with any Trip End Hail requirements established by the
18		_	ncy. At this time the following Hail requirements, as specified by the Agency in their Dockside
19		Mor	nitoring Standards, will apply.
20			
21		8.1	METHOD OF TRANSMISSION HAILS: The sector vessels will be transmitting HAILS (Trip Start
22			and Trip End) electronically via the email messaging component of their VMS units. All data
23			necessary to the requirements will be sent in compressed formats to minimize characters and
24			maximize message capacity directly to the <u>Sector's Server</u> which will collect, store, convert and
25			relay all data elements necessary to meet various requirements. The Sector will relay required
26			HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the
27			primary system is unavailable, Sector Vessels will utilize a backup system, including but not
28			limited to, direct cell phone or radio transmission between the vessel and NMFS <u>OR</u> a relay
29			through the Sector Manager.
30			TRID CTART HAM Discuss by the second of the little by the second of all control of all control of the second of th
31		8.2	TRIP START HAIL: Prior to leaving port on a trip in which the catch of allocated stocks will count
32			against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager
33			that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail
34			("TSH") must include:
35 36			 Vessel permit number
37			Vessel Trip Report (VTR) serial number
38			Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
39			Landing State (abbreviation)
40			Landing Port City
41			Estimated time and Date of arrival in port
42			 Estimated time and date of offloading (required only for trips less than 6
43			hours in duration or if fishing within 6 hours of the offload port)
44			Comments (as directed by the Sector Manager)
			Comments (as unrected by the sector Manager)
45			

1	8.3	TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For trips
2		less than six hours in length or occurring within six hours of port, the estimated time of arrival
3		to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH).
4 5		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
6		upon by the Sector, and NMFS.
7		apon by the sector, and min s.
8	8.4	TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For trips
9		less than six hours in length or occurring within six hours of port, the estimated time of arrival
LO		to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH).
l1 l2		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
13		upon by the Sector, and NMFS.
L4		
15	8.5	TRIP END HAIL: The trip-end hail report must be submitted at least 6 hours in advance of
L6		landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For
L7		shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with
L8 L9		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.
20		The trip end hail must include the following:
21		The trip end national mode the following.
22		Vessel permit number
23		 Vessel Trip Report (VTR) serial number
24		 First landing state (abbreviation)
25		 First landing port city
26		 Dealer/Offload Location
27		 Estimated time and date of arrival
28		 Estimated time and date of offload
29		 Second offload state (abbreviation)
30		 Second offload port city
31		 Total groundfish kept in pounds
32		 Total non-groundfish kept in pounds
33		 Comments (as directed by the Sector Manager)
34		
35		
36 37	9. VES	SELS FISHING MULTIPLE STOCK AREAS: If a vessel declares into multiple stock areas the vessel
38		complete a catch report each time the vessel changes areas.

10. FISHING IN US/CA AREAS: When fishing in the US/CA area, a sector vessel that fishes in more than

39 40

41

42

one US/CA area or more than one of the four stock areas will complete a catch report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

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

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

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

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

14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING: The reporting due date for the sector manager's weekly report will be increased to daily when *either* 80% of any of the

14.2

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

2013 if agreed upon by the sector and NMFS. **ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager <u>must</u> include any enforcement or reporting compliance issues, including violations of Operations Plan

An alternative threshold for increasing reporting frequency may be implemented during FY

- any enforcement or reporting compliance issues, including violations of Operations Plan (excluding those sections identified as administrative provisions in this document); violations of regulations, or general problems with monitoring or sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.
- **15. ANNUAL REPORT**: Within sixty (60) days of the end of the fishing year the Sector Manager will submit an annual report to NMFS and the Council that summarizes: fishing activities of Members, including harvest levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and any other relevant information required to evaluate the performance of the Sector. In addition, the Annual Report will report the number of sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure does not violate protection of confidentiality); number of vessels that fished for other species; method used to estimate discards; landing port used by sector vessels while landing groundfish; and any other additional information requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit required reports using the format and procedures prescribed by NMFS.
- **16. <u>STOCK ATTRIBUTION</u>**: The Sector Manager will utilize landings information from each trip and apply logbook area information to calculate stock attribution ratios for all applicable species.
- 17. <u>DISCARD RATES AND IN-SEASON DISCARD ESTIMATES</u>: The Sector manager (or his/her designated representative) will derive stock specific discards for each trip. If the trip is observed by either an At-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.
- **18. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's vessels to a data collection and distribution web portal, an administrative exemption may or may not be required to allow the server to relay catch reports and logbook data on behalf of sector member vessels.
- 19. <u>DATA MANAGEMENT</u>: The sector vessels will be transmitting catch data electronically via the email messaging component of their VMS units. All data necessary for sector ACE management, including

1 2 3 4 5 6		formats requirement capable o	nts of VTR logbook and daily / weekly reporting requirements will be sent in compressed to minimize characters and maximize message capacity. Notwithstanding reporting ents that cannot be altered by a sectors operations plan, the <u>Sector's server</u> will be of collecting, storing, converting and relay all data elements necessary to meet all reporting ents in the formats required by the recipients
7 8 9		At Sea (As	or, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer, SM), and NEFOP Observer reports. In addition, the Sector will maintain any other database ines necessary for its operations.
10 11 12 13 14 15 16 17	20.	Letter of Sector. E the LOA a Furtherm	F SECTOR MEMBERSHIP: Upon approval of the Sector, each sector vessel will be issued a Authorization ("LOA"), which will specify the exemptions that have been approved for the ach Member agrees that its sector vessels <u>must</u> comply with all requirements stipulated in and all applicable federal regulations and laws not specifically exempted in the LOA. ore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the reement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
18 19 20	21.		PECIFIC EXEMPTIONS: As referenced in §4.0 of this Agreement all Sectors are granted the Universal Exemptions. All Groundfish DAS restrictions
21		21.2	Trip limits on allocated stocks
22		21.3	Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
23		21.4	Additional mortality controls adopted by Amendment 16, including additional seasonal
24			or year-round closures, gear requirements, DAS reductions, differential DAS counting,
25			and/or restricted gear areas.
26		21.5	Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle
27			tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization
28			to use 6-inch mesh in the codend).
29		21.6	Gulf of Maine Rolling Closures, except for:
30			April – Blocks 124, 125, 132, 133
31			May – Blocks 132, 133, 138, 138,139,140
32			June – Blocks 139, 140, 145, 146, 147, 152
33			Unless authorized as a sector specific exemption.
34			
35			ition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
36		_	greement, Members agree to abide by the following obligations as specified and
37		autho	rized in their LOA, in order to utilize these Sector Specific Exemptions:
38			
39		21.7	20 Day Spawning Block
40		21.8	DAS leasing program Length and horsepower restrictions of the.
41		21.9	Discarding Prohibition against discarding legal sized fish
42		21.10	Daily catch reporting by Sector Managers for Vessels Participating in the CA I Hook Gear Haddock SAP.
43		21 11	
44 45		21.11 21.12	Trawl Gear requirements in the U.S./Canada Management Area Powering VMS while at the Dock.
43		21.12	רטשבוווון אומוס שווווב מנינווב שטנג.

- 21.13 Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and CA II Yellowtail Founder/Haddock SAP prior to leaving the dock.
 - **21.14** Gear Requirements in the Eastern US/CA Management Area
 - 21.15 Seasonal Restrictions for the Eastern US/CA Haddock SAP
 - 21.16 Seasonal Restrictions for the CA II YT/Haddock SAP

- **22. MONITORING.** The Sector wishes to highlight that at the time this FY 2013 Operations Plan is being submitted to NMFS for review, the New England Fishery Management Council is currently developing management alternatives in Framework 48 which may or may not directly impact the design of the Sectors Monitoring Program submitted below. The Sector hopes that in the event changes are adopted that would directly impact or influence the monitoring program below, the Agency will work collaboratively and expeditiously to ensure that appropriate modifications are allowed to be made prior to the start of FY 2013-2014.
 - USE OF MONITORING SERVICES. The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that at-sea monitoring service costs are kept as low as commercially practical amount. The Active Members therefore agree to provide accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active Members who fail to comply with the provision of this Section may be assessed the excess cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may opt from time to time to modify provisions such as authorized landing ports in order to ensure that the cost associated with these required programs do not become cost prohibitive.
 - 22.2 AT-SEA MONITORING PROGRAM: The Sector will participate in the Northeast Fisheries Observer Program(NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors, unless otherwise instructed. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.
 - **ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by NMFS are meet by the ASM program the Sector may from time to time opt to have additional coverage in order to fully utilize specific approved exemptions or to address specific needs of the Sector.

23. RESERVED FOR FUTURE USE:

1 24. RESERVED FOR FUTURE USE

25. RESERVED FOR FUTURE USE

26. OFFLOADING PORTS: The following list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Gloucester, Boston, Rockport	Massachusetts: Newburyport, Provincetown, New Bedford, Falmouth New Hampshire: Seabrook, Portsmouth, Rye, Hampton Maine: Portland

- 27. SAFE HARBOR PROTOCOL: To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager of when and where they had to seek safe harbor within 6 hours of this entering the port.
- 28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS: Sector Members understand and acknowledge that the following provisions have been interpreted by NMFS as applicable to all operating sectors. Sector Members acknowledge this applicability and where appropriate utilize these universal interpretations within their sector management and operations:
- 28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING: Days at Sea may be leased intra-sector (between members) within the guidelines and procedures contained in the FMP and as amended by Amendment 16. The Sector would accept any future relief in the length and horsepower constraints of the program that may be authorized by the RA in the future.
 - **INTER-SECTOR DAYS AT SEA (DAS) LEASING**: Members who wish to lease Days-at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only with Members of other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would not be exempted from existing length and horsepower constraints as currently contained in applicable regulations.
- 28.3 PAPER VTR: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2013, as required by regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports have been authorized by the Regional Administrator

using a phased implementation process. The Sector and its Members may utilize e-VTR in accordance with the phased implementation process.

- ASSESSMENT for all sectors seeking authorization for Fishing Year 2013, and that NMFS communication has stated that if an exemption is approved for one Sector, all other authorized Sectors can be similarly approved for that specific exemption based on the terms and conditions of the originally requesting sector. In light of this understanding, NEFS II will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.
- 29. MODIFICATION OF HARVESTING RULES: Members acknowledge that from time to time, the Sector Manager in collaboration with Board of Directors, and at times Membership, may adopt additional requirements or restrictions on the internal reporting requirements or fishing activities of all members in order to ensure effective utilization and management of the Sector's ACE. These modifications may include, but are not limited to, additional notification of planned fishing activity to the Manager, additional internal reporting requirements, gear requirements, and restrictions on locations where fishing may occur during specific times of the year or with specific gear. When such modifications are implemented, all Members will be notified in writing.

1 EXHIBIT D

NEFS II 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 <u>or</u> 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	I ON PERMIT REQUIREN	I ΛΕΝΤS	L
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 <u>or</u> 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/A	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 <u>or</u> up to \$20,000.00	Written Warning and \$20,000.00- \$50,000.00.	Written Warning and up to \$100,000.00 and/or

	_		
VIOLATIONS THAT PLACE THE	SECTOR	AGREEMENT AT RISI	K

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 Exp

Expulsion.

Expulsion.

expulsion.

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1	Administrative Provisions Addendum:
2 3 4 5	Notwithstanding regulatory authority granted in other regulations the following provisions represent those sections of NEFS II Agreement and related Exhibits & Addendums that are Administrative in nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required to be specified by sector regulations 50 CFR 648.87(b)(2)(x).
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 Liquated 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 6 7	9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered administrative under this section.
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.
6	
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 17 18	22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except in those specific situations where NMFS enforcement would apply.
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

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

- § 7.3 <u>Harvest Share Transfers:</u> Right of First Offer i.e. ROFO will be used for intra and inter sector harvest share transfers.
- § 15 <u>Permit Transfer/Sale:</u> Right of First Refusal i.e. ROFR will be used for permit sales or transfers.

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

	Sector Communications Contacts				Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
David Leveille	Manager	Day-to-Day Sector Operations	Nefs02@gmail.com	978 375 3509	10 Witham st	Gloucester	MA	01930
		Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
David Leveille	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	Nefs02@gmail.com	978 375 3509	10 Witham st	Gloucester	MA	01930
		Policy						
David Leveille OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	Nefs02@gmail.com	978 375 3509	10 Witham St	Gloucester	MA	01930
David Leveille	Manager	Sector Specific Outreach	Nefs02@gmail.com	978 375 3509	10 Witham st	Gloucester	MA	01930

Sector Member	Vessel Name	Hull ID	MRI	Enrolled in Sector
Raz Fishing Co.	RAZZO	249183	106	yes
Cat Eyes Fisheries Inc	CAT EYES	635378	111	yes
A & J Fisheries	SPECIAL K	668249	133	yes
Paul Theriault	TERMINATOR	606127	160	yes
J Sans Jr Fisheries Inc	MARIA G S	684432	187	yes
Early Times Fisheries	EARLY TIMES	689215	189	yes
Jam Fishing Co.	HORIZON	1082564	248	yes
Cottone Inc.	SABRINA MARIA	278350	255	yes
Little Sandra Corp	LITTLE SANDRA	250185	314	yes
Renegade Fishing LLC	JENNY G	519105	347	yes
Vincie N Inc	CAPT NOVELLO	909375	370	yes
Taormina Fishing Corp.	MISS SANDY	554149	373	yes
Sal & Sons	CHRISTINA ELENI	516896	485	yes
s.s. Fisheries Inc.	JANAYA & JOSEPH	535793	490	yes
Maria SS Dellume	PADRE PIO	632107	512	yes
Caterina G. Inc.	CATERINA G	615635	588	yes
P & V Fishing Corp.	MARY AND JOSEPHINE	603558	669	yes
AGV Company Ltd	GRACE MARIE	591608	769	yes
F/V SCM Inc	LADY JANE	608078	802	yes
Captain Dominic and Bros.	CAPTAIN DOMINIC	611057	816	yes
G & N Fishing Corp	Sea Escape II	MS7960AY	825	yes
Lisa T Corp	MIDNIGHT SUN	1051185	844	yes
PRINCESS DIANA 1 INC	Orion	611248	907	yes
Anthony and Enzo Inc	PRINCESS LAURA	1149379	1004	yes
Russo Fishing Corp.	MISS TRISH II	615489	1043	yes
Princess Elena Inc.	Capt Joe	582912	1153	yes
Daniel Murphy	BANTRY BAY	MS8376KV	1484	yes
Dean Holt	KATIE MAY	MS9415AH	1486	yes
Paul Metivier	DEBRA ANN II	652947	1493	yes
Sandler Fisheries Inc.	SEAFARMER II	937222	1505	yes
Boat Herrin Choker Inc	KATHRYN W	913480	1532	yes
Jillity, LLC	JULIE ANN II	ME120NT	1578	yes
Tina and Tom Inc.	TINA & TOM	688789	1610	yes
James Vanderpool	ALYSSA & ANDREW	MS3587AK	1724	yes
F/V Harvest Moon Inc	HARVEST MOON	1044860	1734	yes
DBA F/V Kristine Marie	KRISTINE MARIE	973012	1756	yes
RMV Inc	ANGELA AND ROSE	587293	1767	yes
Ruth D Inc.	RUTH D	MS2912YY	1798	yes
Joseph Jurek	MYSTIQUE LADY	NH8883BB	1818	yes
Francesca Corp	FRANCESCA & CARLO	593653	1830	yes
Lily Jean Corp.	LILY JEAN	509307	1878	yes
Dennis Oconnell	LADY ELAINE	MS9495DC	1987	yes
Explorer II Corp.	EXPLORER II	621654	2016	yes

<u>-</u>					
Active Permit	Federal Permit #	Federal Permits	Federal Permits	Federal Permits	Federal Permits
yes	230035	bluefish	spiny dogfish	herring	scallop - LAGC
yes	231052	bluefish	spiny dogfish	herring	scallop - LAGC
yes	240896	bluefish	spiny dogfish	herring	American lobster
yes	230418	bluefish	spiny dogfish	herring	American lobster
yes	231209	spiny dogfish	herring	scallop - LAGC	American lobster
yes	231302	bluefish	spiny dogfish	herring	scallop - LAGC
yes	321113	bluefish	spiny dogfish	summer flounder	herring
yes	240234	bluefish	spiny dogfish	herring	American lobster
yes	250009	bluefish	spiny dogfish	summer flounder	herring
yes	320673	black sea bass	spiny dogfish	summer flounder	American lobster
yes	251683	bluefish	spiny dogfish	summer flounder	herring
yes	250313	bluefish	spiny dogfish	herring	American lobster
yes	310189	bluefish	spiny dogfish	summer flounder	herring
yes	320233	bluefish	spiny dogfish	herring	scallop - LAGC
yes	310394	bluefish	herring	American lobster	monkfish
yes	320567	bluefish	spiny dogfish	herring	American lobster
yes	320695	bluefish	spiny dogfish	summer flounder	herring
yes	330260	bluefish	spiny dogfish	summer flounder	scallop - LAGC
yes	330338	bluefish	black sea bass	spiny dogfish	summer flounder
yes	330362	spiny dogfish	herring	American lobster	monkfish
no	151270	bluefish	spiny dogfish	summer flounder	herring
yes	310995	bluefish	black sea bass	spiny dogfish	summer flounder
yes	410220	bluefish	black sea bass	spiny dogfish	summer flounder
yes	410555	bluefish	spiny dogfish	herring	American lobster
yes	410242	spiny dogfish	herring	American lobster	monkfish
yes	410106	bluefish	black sea bass	spiny dogfish	summer flounder
yes	123845	bluefish	spiny dogfish	herring	scallop - LAGC
yes	125795	bluefish	spiny dogfish	herring	scallop - LAGC
yes	250659	bluefish	spiny dogfish	summer flounder	herring
yes	320892	bluefish	black sea bass	spiny dogfish	summer flounder
yes	231688	bluefish	spiny dogfish	American lobster	monkfish
yes	149582	bluefish	spiny dogfish	herring	scallop - LAGC
yes	240998	bluefish	spiny dogfish	herring	scallop - LAGC
yes	149632	bluefish	spiny dogfish	summer flounder	herring
yes	214761	bluefish	spiny dogfish	herring	American lobster
yes	241551	bluefish	spiny dogfish	herring	scallop - LAGC
yes	250366	bluefish	spiny dogfish	summer flounder	herring
yes	110688	bluefish	spiny dogfish	American lobster	monkfish
yes	146860	bluefish	spiny dogfish	herring	scallop - LAGC
yes	230329	bluefish	spiny dogfish	herring	scallop - LAGC
yes	330271	bluefish	spiny dogfish	herring	American lobster
yes	149295	spiny dogfish	herring	scallop - LAGC	American lobster
yes	250508	bluefish	black sea bass	spiny dogfish	summer flounder
· · · · · · · · · · · · · · · · · · ·	·	·	·	·	

Federal Permits	Federal Permits	Federal Permits	Federal Permits
American lobster	monkfish	multispecies	red crab
American lobster	monkfish	multispecies	ocean quahog
monkfish	multispecies	red crab	skate
monkfish	multispecies	red crab	skate
monkfish	multispecies	ocean quahog	red crab
American lobster	monkfish	multispecies	red crab
American lobster	monkfish	multispecies	ocean quahog
monkfish	multispecies	ocean quahog	surf clam
American lobster	monkfish	multispecies	ocean quahog
monkfish	multispecies	scup	skate
scallop - LAGC	American lobster	monkfish	multispecies
monkfish	multispecies	skate	squid/mackerel/butterfish
American lobster	monkfish	multispecies	red crab
		-	red crab
American lobster multispecies	monkfish red crab	multispecies skate	squid/mackerel/butterfish
monkfish			
	multispecies	red crab	scup
American lobster	monkfish	multispecies	ocean quahog
American lobster	monkfish	multispecies	ocean quahog
herring	American lobster	monkfish	multispecies
multispecies	ocean quahog	skate	squid/mackerel/butterfish
American lobster	monkfish	multispecies	red crab
herring	scallop - LAGC	American lobster	monkfish
herring	American lobster	monkfish	multispecies
monkfish	multispecies	ocean quahog	red crab
multispecies	ocean quahog	surf clam	skate
herring	scallop - LAGC	American lobster	monkfish
American lobster	monkfish	multispecies	ocean quahog
American lobster	monkfish	multispecies	red crab
scallop - LAGC	American lobster	monkfish	multispecies
herring	scallop - LAGC	American lobster	monkfish
multispecies	red crab	skate	squid/mackerel/butterfish
American lobster	monkfish	multispecies	red crab
American lobster	monkfish	multispecies	ocean quahog
scallop - LAGC	American lobster	monkfish	multispecies
monkfish	multispecies	ocean quahog	surf clam
American lobster	monkfish	multispecies	ocean quahog
scallop - LAGC	American lobster	monkfish	multispecies
multispecies	squid/mackerel/butterfish		
American lobster	monkfish	multispecies	ocean quahog
American lobster	monkfish	multispecies	red crab
monkfish	multispecies	ocean quahog	red crab
monkfish	multispecies		
herring	scallop - LAGC	American lobster	monkfish

Federal Permits	Federal Permits	Federal Permits	Federal Permits
surf clam	skate	squid/mackerel/butterfish	tilefish
red crab	skate	squid/mackerel/butterfish	tilefish
squid/mackerel/butterfish	tilefish	'	
squid/mackerel/butterfish	tilefish	tuna	
surf clam	skate	squid/mackerel/butterfish	tilefish
scup	surf clam	skate	squid/mackerel/butterfish
surf clam	skate	squid/mackerel/butterfish	•
skate	squid/mackerel/butterfish	·	
red crab	surf clam	skate	squid/mackerel/butterfish
ocean quahog	red crab	surf clam	skate
skate	squid/mackerel/butterfish	tilefish	
skate	squid/mackerel/butterfish	tilefish	
tilefish			
skate	squid/mackerel/butterfish	tilefish	
red crab	surf clam	skate	squid/mackerel/butterfish
red crab	surf clam	skate	squid/mackerel/butterfish
ocean quahog	red crab	scup	surf clam
skate	squid/mackerel/butterfish	tilefish	
multispecies	scup	skate	squid/mackerel/butterfish
red crab	scup	skate	squid/mackerel/butterfish
surf clam	skate	squid/mackerel/butterfish	tilefish
squid/mackerel/butterfish			
multispecies	ocean quahog	red crab	scup
surf clam	skate	squid/mackerel/butterfish	tilefish
skate	squid/mackerel/butterfish	tilefish	tuna
ocean quahog	surf clam	skate	squid/mackerel/butterfish
multispecies	ocean quahog	red crab	scup
aliata		El a Cala	
skate	squid/mackerel/butterfish	tilefish	
surf clam	skate	tilefish	
ocean quahog	red crab	surf clam	skate
skate	squid/mackerel/butterfish	-1 - (-	
red crab	surf clam	skate	squid/mackerel/butterfish
ocean quahog	red crab	scup	surf clam
red crab	surf clam	skate	tilefish
skate	squid/mackerel/butterfish	tilefish	. , , , , , , , , , , , , , , , , , , ,
surf clam	skate	squid/mackerel/butterfish	tilefish
		1	
multispecies	ocean quahog	red crab	scup

Exibit B

Federal Permits	Federal Permits	Federal Permits	Federal Permits
tilefish			
tilefish			
squid/mackerel/butterfish	tilefish		
tilefish			
tilefish			
skate	squid/mackerel/butterfish	tilefish	
onato	Squid/IIIaokerei/Batteriioii	tilonori	
tilefish			
LONGFIN SQUID/BUTTER	Rtilefish		
201101 111 0 0 0 15/50 1 1 21			
surf clam	skate	squid/mackerel/butterfish	tilefish
tuna			
surf clam	skate	squid/mackerel/butterfish	tilefish
	0.13.10	940.04	
squid/mackerel/butterfish	tilefish		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
tuna			
skate	squid/mackerel/butterfish	tilefish	
<u></u>	1-1		
tuna			
surf clam	skate	squid/mackerel/butterfish	tilefish
Juli Galli	onato	Squid/Hackere/butternsm	uiciioii

Federal Permits	Endoral Parmita	
i euerai reiiiilis	i cuciai reiiiiis	
a.##:a.b	a b a wis	
swordfish	shark	

Exibit B

State Permits Massachusetts: lobster, dogfish, fluke, shrimp, urchin, squid, striped bass, shellfish, sea herring Massachusetts: lobster, sea bass, dogfish, shrimp, shellfish, urchin, sea herring, sea scalllop Massachusetts: lobster, shrimp, sea scallop, shellfish, striped bass Massachusetts: sea herring, urchin Massachusetts: lobster, shrimp, sea scallop, shellfish Massachusetts: lobster, shrimp, sea scallop, shellfish **New Hampshire Commercial Saltwater New Hampshire Commercial Saltwater** Massachusetts: lobster, shellfish, shrimp, squid, sea herring Massachusetts: lobster, sea scallop, dogfish, shrimp, sea herring, shellfish Massachusetts: lobster Massachusetts: lobster, shellfish, sea herring, shrimp, sea scallop, scup, fluke, dogfish, sea bass Massachusetts: lobster, shrimp, sea herring Massachusetts: lobster, shellfish, sea herring, urchin, shrimp, squid, dogfish, striped bass, sea scallop, sea bass, Massachusetts: dogfish, shrimp, sea scallop, shellfish Massachusetts: lobster, dogfish, shrimp, sea herring, sea scallop, shellfish Massachusetts: lobster, squid, dogfish, fluke, shrimp, scup, sea bass, sea scallop, shellfish, striped bass Massachuseets: lobster, sea scallop, shellfish Massachusetts: lobster, shrimp, striped bass Massachusetts: lobster, shrimp, sea scallop, striped bass, shellfish, sea herring Massachusetts: lobster, squid, dogfish, shrimp, scaup, sea bass, sea scallop, shellfish Massachusetts: lobster, shrimp, scup, shellfish New Hampshire Wholesale Marine Species Massachusetts: lobster, shrimp Massachusetts: lobster, sea scallop, shrimp Massachusetts: lobster, shrimp, sea scallop, shellfish Massachusetts: lobster, sea scallop, shellfish, sea herring, squid, sea bass, dogfish, urchin, shrimp, scup

Exibit B

State Permits
Massachusetts: lobster, squid, dogfish, scup sea bass, shellfish
Massachusetts: lobster, dogfish, shrimp, sea scallop, squid,scup, sea bass, shellfish

THIS ADHERENCE AGREEMENT is entered into as of this 3 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

\rightarrow	
Active Member: (LIST ACTIVE VESSELS)	**
risining vessel Name $\mathcal{L} \mathcal{N} \mathcal{V} \mathcal{V} \mathcal{V}$	101 Doc/Reg # 621654
Total & Cooci Maille	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

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

Signature of Authorized Representative:	List all permits including thos	e listed in 4.
x. Elizabeth Cofeely	Permit Number: 250508	
Owner/Entity Name:	Permit Number:	
EXPLORER II CORP	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
ELIZABETH B. AKERIEY	Permit Number:	MRI
	Devision 1	MRI
	Notary Public: Yelly Y	Manu_

KELLY KIRKMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 5, 2015

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

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 NoRTHERN EOG	E Doc/Reg # 982762
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. 4	Permit Number: 3/07	29 _{MRI} 2119
Owner/Entity Name:	Permit Number:	MRI
NORTHERN EDGE, INC.	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
ELLIS BATSON	Permit Number:	MRI
Title: TEASULER	Permit Number:	MRI
	Notary Public: hun	NJ. St. 16 1/2019

Carl Bouchard

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

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{26}{\text{day}}$ day of $\frac{\text{No o}}{\text{2012}}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

☐ Active Member: (LIST ACTIVE \	VESSELS)
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Carl E. Bourhans	Permit Number: <u>141967</u> MRI <u>310</u> cρh	
Owner/Entity Name:	Permit Number: <u>149824</u> MRI <u>/846</u>	
CARL E. BOUCHARD	Permit Number: 150483 _{MRI} 309	
Name of Authorized Representative (print):	Permit Number: 150483 MRI 293	
	Permit Number:MRI	
Title:	Permit Number:MRI	
	Notary Public: aude a Metchell	

CAROLE A. MITCHELL, Notary Public My Commission Expires April 13, 2016

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Advastian C. Brancaline	Permit Number: <u>240</u> ११४	MRI 1610
Owner/Entity Name:	Permit Number: <u>/5670</u> 3	MRI 2091
TINA + TOM	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
SEBASTIAN C. BRANCALEONE	Permit Number:	_MRI
Title: <u>President</u>	Permit Number:	_MRI
	Notary Public: Konszensin ol II (21/12	in kostaj

KONSTANTINA ILIAKOSTAS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 1, 2016

THIS ADHERENCE AGREEMENT is entered into as of this \mathcal{J} day of \mathcal{N}_{ℓ} day of \mathcal{N}_{ℓ} . 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Harves + Moon	Doc/Reg #_ <i>/04486.0</i>
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. May W. Carall	Permit Number: 21476	_MRI_ <i>/734</i>
Owner/Entity Name:	Permit Number:	_MRI
Flv Hullest Woon Inc	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Mark W. Carroll	Permit Number:	_MRI
Title: Pres. Van +	Permit Number:	_MRI
	Notary Public: Kennetth Skynn function Att Skynn No rising Polishe Commission expires	11/16/2018

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of 100 100, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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	er: (LIST ACTIVE VESSELS)	_	
Fishing	Vessel Name Farly Times	Doc/Reg #_ <i>687215</i>	
Fishing	g Vessel Name/	Doc/Reg #	
Fishing	g Vessel Name	Doc/Reg #	
Fishing	g Vessel Name	Doc/Reg #	-

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Wantlaur	Permit Number: 231302 MRI 188	
Owner/Entity Name:	Permit Number:MRI	
Pariel Courses	Permit Number:MRI	
Name of Authorized Representative (print):	Permit Number:MRI	
	Permit Number:MRI	
Title:	Permit Number:MRI	
	Notary Public:	
	Pato E Bul	
	P. ER	

My Com. Lision Euglies August 24, 2018

ON THIS JEW DAY OF LUU., 2012 BEFORE ME.
THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPREARED DEARLE CORROL AND
PROVED TO ME THROUGH SATISFACTORY EVIDENCE OF IDENTIFICATION,
WHICH WERE UCENT, TO BE THE PERSON (S) WHOSE
NAME(S) IS SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT, IN MY
PRESENCE, AND ACKNOWLEDGED TO ME THAT (HE) (SHE) SIGNED IT VOLUNTARILY
FOR ITS STATED PURPOSE.
NOTARY PUBLIC PATRICIA E. BARKER Notary Public Notary Public

PATRICIA E. BARKER
Notary Public
CC. MCNWEALTH OF MASSACHUSETTS
My Commission Expires
August 24, 2018

My commission expires_

Pepper CPH

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{21}$ day of $\underline{\textit{Noo}}$ 2012, by the undersigned "<u>Member</u>", 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

□а	ctive Member: (LIST ACTIVE VESSELS)		
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name Fishing Vessel Name	Doc/Reg #	
	- William -	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. leto Elm	Permit Numbe	MRI
Owner/Entity Name:	Permit Number: 19686	MRI <u>3607</u>
	Permit Number:N	/IRI
Name of Authorized Representative (print):	Permit Number:N	/iRI
Corrado Bucheri	Permit Number:N	⁄1RI
Title	Permit Number:N	/IRI
	Notary Public:	

THIS ADHERENCE AGREEMENT is entered into as of this 21 day of 100 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

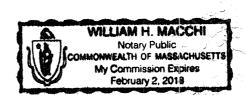
- 1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

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

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Colo for for	Permit Number: 222427 MRI 268	<u>-</u>
Owner/Entity Name:	Permit Number:MRI	
Frma Sishing LLC	Permit Number:MRI	
Name of Authorized Representative (print):	Permit Number:MRI	
CORRAdo Burcheri	Permit Number:MRI	
Title: <u>Agent</u>	Permit Number:MRI	***************************************
V		
	Notary Public:	



THIS ADHERENCE AGREEMENT is entered into as of this 27 day of 101 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

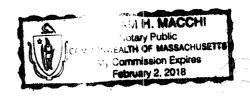
- 1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

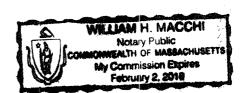
 Active Member: (LIST ACTIVE VESSELS)

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Coso Eshim	Permit Number: 32(113	MRI 248
Owner/Entity Name:	Permit Number: 100 409	_MRI_2192
Jam Fishing Co.	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Corrado Bucheri	Permit Number:	MRI
Title: PRESIDENT	Permit Number:	MRI
	Notary Public:	





un namal Corrolo

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

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{27}{2012}$ day of $\frac{100}{2012}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

☐ Active Member: (LIST ACTIVE VESSELS)	
Fishing Vessel Name	Doc/Reg #

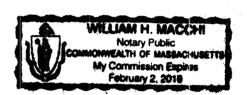
Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate,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

Non-Active Member

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

Signature of Authorized Representative:	List all permits including thos	e listed in 4.
x. leso Short	Permit Number: <u>149535</u>	_MRI_25 ⁻⁹
Owner/Entity Name:	Permit Number:	_MRI
PJAW Fishing Corp	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Corrado Bucheri	Permit Number:	_MRI
Title: PRESI den1	Permit Number:	_MRI
		*

Notary Public:



THIS ADHERENCE AGREEMENT is entered into as of this 20 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 VESSE	(LS)
Fishing Vessel Name <u>Sabr</u>	ina Maria Doc/Reg# 278350
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

List all permits including those listed in 4.
Permit Number: <u>240234</u> MRI <u>255</u>
Permit Number:MRI
Marie a Silva Notary Public: 4/25/19

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

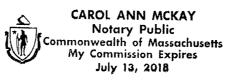
- 1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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	E VESSELS)
Fishing Vessel Name	
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Jehr ale O Tishe	Permit Number: <u>/3 46 3 0</u>	MRI 47848
Owner/Entity Name:	Permit Number:	_MRI
RUTHD INC	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
John Deltorchio	Permit Number:	_MRI
Title: CAPTAIN	Permit Number:	_MRI
	Notary Public:	
Commonwealth of Mass. Essex SS. Nov 26,	•	
Subscribed 4 Swony to	before me, per	sonally
Known -	en McKay	,



THIS ADHERENCE AGREEMENT is entered into as of this $\frac{2}{2}$ day of $\frac{1}{2}$ day of $\frac{1$

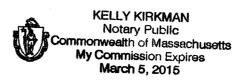
- 1. Member has carefully reviewed the NEFS II Sector Operations Plan and Agreement dated effective as of December 3, 2012 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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>Cupt</u> Juc	Doc/Reg #_ 5829/2
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. C'noffe In Man	Permit Number:	_MRI
wner/Entity Name:	Permit Number: <u>네이너</u>	MRI 1153
Princess Elena, Inc.	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Giuseppe Dimaio	Permit Number:	_MRI
Title: President	Permit Number:	_MRI
	Notary Public: Velly	Girma_



THIS ADHERENCE AGREEMENT is entered into as of this \bigcirc day of \bigcirc day of \bigcirc 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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>Lucy</u>	Doc/Reg # <u>\ \ 9 \ 947</u>
Fishing Vessel Name/	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x jenselle fr. Man	Permit Number: 151419	_mri_735
Owner/Entity Name:	Permit Number:	_MRI
The Tyles Inc.	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Gruseppe Dimaio	Permit Number:	_MRI
Title: President	Permit Number:	_MRI
	Notary Public: Y	Kirkma
	\Diamond	

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{\lambda 3}{2}$ day of $\frac{\lambda 3}{2}$ day of $\frac{\lambda 3}{2}$ day of $\frac{\lambda 3}{2}$ and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 ACTIVI	E VESSELS)
Fishing Vessel Name	<u>Orion</u> Doc/Reg # 6// 2/8
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Jinhoff Hillers	Permit Number: 41020	MRI 907
Owner/Entity Name:	Permit Number:	_MRI
Princess Diana I, Inc.	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Giaseppe Dimaio	Permit Number:	_MRI
Title: <u>President</u>	Permit Number:	_MRI
	Notary Public: Kelly	Kirma

KELLY KIRKMAN

Notary Public

Commonwealth of Massachusetts

My Commission Expires

March 5, 2015

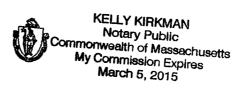
THIS ADHERENCE AGREEMENT is entered into as of this $\triangle \ge$ day of \cancel{NVV} 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

X	Active Member: (LIST ACTIVE VESSELS)		
	Fishing Vessel Name Princess	Laura Doc/Reg # 114 \$379	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI</u> 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.

Signature of Authorized Representative:	List all permits including tho	se listed in 4.
x. Zin la Diller	Permit Number: 1949349	<u> </u>
Owner/Entity Name:	Permit Number: 40 555	_MRI/06/
Anthony + Enzo Inc	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Juseppe Dimaio	Permit Number:	MRI
Title: President	Permit Number:	MRI
	Notary Public: Kelly	anma
		Τ



THIS ADHERENCE AGREEMENT is entered into as of this odd and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (the "Sector").
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- 3. Member acknowledges that; NEFS II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 ACTI	VE VESSELS)
Fishing Vessel Name	= Duoin lee Posé Doc/Reg# MS4234AX
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	e Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Ut 2	Permit Number: <u>15/165</u>	_mri6 <i>f</i>
Owner/Entity Name:	Permit Number:	MRI
6FCPt	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Vito Giaralone	Permit Number:	_MRI
Title: <u>President</u>	Permit Number:	_MRI
	Notary Public:	
	Kinuth Skyon	WOTHY PUBLIC
	Kunith Brown	my commission

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of 1 0012, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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
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

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.

Upon execution of this Agreement by Member and the satisfaction of all

Signature of Authorized Representative:	List all permits including those listed in 4.
x. gritano Cylina	Permit Number: <u>}2 0567 MRI 588</u>
Owner/Entity Name:	Permit Number:MRI
CATERINA G ING	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
ANTONINO GIACALONE	Permit Number:MRI
ANTONINO GIACALONIE Title: PRES	Permit Number:MRI
	Notary Public: Konstantina Derakostas 11/26/12
	KONSTANTINA ILIAKOSTAS Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expirés April 1, 2016

THIS ADHERENCE AGREEMENT is entered into as of this day of More Le 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 II 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 II (the "Sector").
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- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE	VESSELS)	 1 .
Fishing Vessel Name _	Jenny G. Doc,	/Reg #_ 5) 9 105
Fishing Vessel Name _		/Reg #
Fishing Vessel Name _	Doc,	/Reg #
Fishing Vessel Name _	Doc,	/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. <u>12</u> 2	Permit Number: 3206	<u> 73</u> mri <u>347</u>
Owner/Entity Name:	Permit Number:	MRI
Renegade Fishing LLC	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
V, to Giaralone	Permit Number:	MRI
Title: Manager	Permit Number:	MRI
	Notary Public:	
	1) ~//100	A CONTRACTOR OF THE SECOND SEC

My Commission expires 1/16/2018.

Sea Escape 150270

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

THIS ADHERENCE AGREEMENT is entered into as of this adjusted and the consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (the "Sector").
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- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

☐ Active Member: (LIST ACTIVE VES	SELS)
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

<u>Signature of Authorized Representative</u> :	List all permits including those listed in 4.	
x. 112	Permit Number: <u>151270</u> MRI_ <u>\$25</u>	
Owner/Entity Name:	Permit Number:MRI	
GAN Fishing Corp.	Permit Number:MRI	
Name of Authorized Representative (print):	Permit Number:MRI	
Vito Giarglone	Permit Number:MRI	
Title: president	Permit Number:MRI	
	en e	
	Notary Public:	
	Neweth Skyce Many Popic	
	parent & bocco	
	up Commission Spines 11/16/2018	

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of 10 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

/			
$\overline{\mathbf{M}}$	Active Member: (LIST ACTIVE VESSELS)		
	Fishing Vessel Name hatie May	Doc/Reg #	MS 9415 AH
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #_	
	Fishing Vessel Name	Doc/Reg#	

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Duan Hall	Permit Number: 125795	MRI 1486
Owner/Entity Name:	Permit Number:	_MRI
Fly KATIS MAY	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
DEAM HOLT	Permit Number:	_MRI
Title: OWNER	Permit Number:	MRI
		A STATE OF THE STA
	Notary Public:	
	DAVINA K Damia K	LARIVEE
	Damiak	garine
	My Commission Expires Sep	rary Public

Jim Ford

NORTHEAST FISHERY SECTOR II FY 2013 SECTOR OPERATIONS PLAN AND 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 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
Fishing Vessel Name Doc/Reg # Fishing Vessel Name Doc/Reg # Fishing Vessel Name Doc/Reg #
Fishing Vessel Name Doc/Reg #
Fishing Vessel Name Doc/Reg # Doc/Reg # 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 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.

Signature of Authorized Representative:	List all permits including those listed in 4.
х	Permit Number: 150362 MRI
Owner Entity Name:	Permit Number:MRI
FIVUSA ANN FISHERIES LLC	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
James Ford	Permit Number:MRI
Title: Nowager/own	Permit Number:MRI
	Motory Duklin
	Notary Public:
	Grant m Cash
	OFFICIAL SEAL JUDITH M. CASH NOTARY PUBLIC - NEW HAMPSHIRE PUBLIC - NEW HAMPSHIRE ROCK INSHAM COUNTY AND COMMENT SAVINGS MAY 12 2016

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{20}{2012}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Mem	ber: (LIST ACTIVE VESSELS ng Vessel Name ng Vessel Name)	NH8883 RR
F15111	ing vessel watte 1014840	Le Log Doc/Reg #	1000000000
Fishi	ng Vessel Name		
Fishi	ng Vessel Name	Doc/Reg #	
Fishi	ng Vessel Name	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. The Eff	Permit Number: <u>146860 MRI 1818</u>
Owner/Entity Name:	Permit Number: 150372 MRI 1722
Joseph B Jural	Permit Number: 150703 _{MRI} 185
Name of Authorized Representative (print):	Permit Number:MRI
Joseph B Jerel	Permit Number:MRI
Title: Owner / Fisherman	Permit Number:MRI
	Notary Public: Konstentina alianosnes 11/29/12
	KONSTANTINA ILIAKOSTAS Notary Public COMMONWEALTH OF MASSACHUSÉTTS My Commission Expirés April 1, 2016

HA SOT3 SECTOR OPERATIONS PLAN AND ADHERENCE AGREEMENT

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.
Non-Active Member □
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.
Active Member: (LIST ACTIVE VESSELS) Fishing Vessel Name Poc/Reg # Doc/Reg # Doc/Reg # Poc/Reg # Poc/Reg # Poc/Reg #
4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):
3. Member acknowledges that; NEFS II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
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.
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 by Member and all other Members of NEFS II (the "Sector").
THIS ADHERENCE AGREEMENT is entered into as of this 10 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:

Public: Notary Public, State of New York No. 015O6204167 Qualified in Suffolk County Commission Expires April 13, 2013	Мотагу	
Number:MRI	le: Permit I	ЫŢ
Иитрек:МВІ	1 tim199	
Иитрек:	me of Authorized Representative (print):	вN
Митрек:МВІ	Permit 1	
Иитрек:	vner/Entity Name: Permit 1	ΜO
Dermits including those listed in 4. Number: Mumber:		<u>Sig</u>

THIS ADHERENCE AGREEMENT is entered into as of this <u>27</u> day of <u>November</u> 2012, by the undersigned "<u>Member</u>", 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 LITTLE SANDLA	_ Doc/Reg #_ <u>250/</u> \$-5
Fishing Vessel Name	_ Doc/Reg #
Fishing Vessel Name	_ Doc/Reg #
Fishing Vessel Name	_ Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

<u>Signature of Authorized Representative</u> :	List all permits including those	e listed in 4.
x. from con To Hundle	Permit Number: <u>250009</u>	MRI_ <i>314</i>
Owner/Entity Name:	Permit Number:	_MRI
Little SandRA Corp	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
FRAMES ho GRANLE	Permit Number:	_MRI
Title: Pres.	Permit Number:	MRI
	Natary Common v Luth My Commis	1 971 1 600

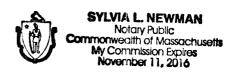
THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Nov.
2012, by the undersigned "Member", who for good and valuable consideration, the receipt and
sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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)	
The Member (LIST ACTIVE VESSELS)	
Fishing Vessel Name HELEN'S FH	_ Doc/Reg # ク 3 <i>QQ 40</i>
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

Signature of Authorized Representative:	List all permits including those	listed in 4.
x. Ros fucilo	Permit Number: <u>22 0/52</u>	MRI
Owner/Entity Name:	Permit Number:	MRI
ROSA 2001de	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
ROSA Lucido	Permit Number:	MRI
Title: Owner	Permit Number:	MRI
	Notary Public:	lue L Jews
		i A N Ali Promo pis etts



THIS ADHERENCE AGREEMENT is entered into as of this $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

区	Active Member: (LIST ACTIVE VESSELS) Fishing Vessel Name	A.	
	Fishing Vessel Name Debra	ANNT Doc/Reg #	6529417
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #_	
	Fishing Vessel Name	Doc/Reg #_	

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Paul Meturi	Permit Number: 250659 MRI 1493
Owner/Entity Name:	Permit Number: 144816 MRI 1806
FIV Dobra ANN II	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
PAUL Metivier	Permit Number:MRI
Title: Owner Joper ator	Permit Number:MRI
	Notary Public: Susant Ellis Notary Public Commonwealth of Massachusetts My Commission Expires August 23, 2013

THIS ADHERENCE AGREEMENT is entered into as of this <u>29</u> day of <u>November</u> 2012, by the undersigned "<u>Member</u>", 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 ACTIV	'E VESSELS)		
Fishing Vessel Name	BANTRY BAY	Doc/Reg# ///	88376KV
Fishing Vessel Name	/	Doc/Reg #	
Fishing Vessel Name		Doc/Reg #	
Fishing Vessel Name		Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Nonel M. Muphy	Permit Number: 150963 MRI 1950
Owner/Entity Name:	Permit Number: 123845 MRI 1484
Flu BANTY BAY	Permit Number: 149602 MRI 47822 CP 4
Name of Authorized Representative (print):	Permit Number:MRI
Daviel M. Murphy	Permit Number:MRI
Title: owner/captain	Permit Number:MRI
	Notary Public: Susanf Teen
	SUSAN J. ELLIS Notary Public Commonwealth of Massachusetts My Commission Expires August 23, 2013

THIS ADHERENCE AGREEMENT is entered into as of this day of 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

团	Active Member: (LIST ACTIVE VESSELS)	
	Fishing Vessel Name Crass-marte	_Doc/Reg#_591608
	Fishing Vessel Name	_ Doc/Reg #
	Fishing Vessel Name	_ Doc/Reg #
	Fishing Vessel Name	_ Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed	in 4.
x. 3 (Permit Number: 330260 MRI	769
Owner/Entity Name:	Permit Number: <u>150345</u> MRI_	470
A. G.V. Company, Util	Permit Number:MRI	
Name of Authorized Representative (print):	Permit Number:MRI	
Sebastian Noto / Ste Fagie Noto	Permit Number:MRI	
Title: President / Treasurer	Permit Number:MRI	
, /		
	Notary Public:	

NJORD II Nota

NORTHEAST FISHERY SECTOR II /// c FY 2013 SECTOR OPERATIONS PLAN AND ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this day of May of May 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

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

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Jolger 16	Permit Number: 150203	MRI <u>59.3</u>
Owner/Entity Name:	Permit Number:	MRI
Stetane Noto	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Stetane Noto	Permit Number:	_MRI
Title: OONE	Permit Number:	_MRI
	Notary Public:	
	Mai	1 (101

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of November 2012, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

☐ Activ	ve Member: (LIST ACTIVE VESSELS)		
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. S. L u L	Permit Number: <u>157.355</u>	MRI <u>1799</u>
Owner/Entity Name:	Permit Number:	_MRI
Jehastan Noto	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Jehnstrain Noto	Permit Number:	_MRI
Title: Dwg	Permit Number:	_MRI
	Notary Public: Muss	A Pun

MARIA FRANCESCA OLIVER

Notary Public
Commenwealth of Massachusetts
My Commission Expires
November 2, 2018

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{19}$ day of $\underline{\underline{Nov}}$, 2012, by the undersigned "<u>Member</u>", 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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>Cant</u> No ve	o Doc/Reg # 909 3 75
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Solat Marella	Permit Number: <u>251683</u> MRI <u>370</u>
Owner/Entity Name:	Permit Number:MRI
Vince N Inc.	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
Sqlugtore Novella Title: President	Permit Number:MRI
Title:President	Permit Number:MRI
	Notary Public: Britney & Tarantino 1/12/18
	Jumino 1/12/18

MONWEALTH OF MASSACHUSETTS My Commission Expires January 12, 2018

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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 ACTIV	'E VESSELS)
Fishing Vessel Name	LADY ELAINE Doc/Reg # 1759495 DC
Fishing Vessel Name	
Fishing Vessel Name	
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Denn Colonell 1	Permit Number: <u>1495</u>	95 MRI 1987
Owner/Entity Name:	Permit Number:	MRI
Dennis COComed	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Lisa Hardwell	Permit Number:	MRI
Title: Notary	Permit Number:	MRI
	Notary Public: Sisa	A Hacturees 23, 2012
	MAN DANA	

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{2C}{M}$ day of $\frac{NoV}{M}$ 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Padre Pi	o Doc/Reg # <u>632107</u>
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. John Marie Valley	Permit Number: <u>3/0394</u> MRI <u>5/2</u>	
Owner/Entity Name:	Permit Number: <u>149626</u> MRI <u>33</u> 0	
MARIAS.S. DEL. LUME. GORF.	Permit Number:MRI	
Name of Authorized Representative (print):	Permit Number:MRI	
JOSEPH ORLANDE	Permit Number:MRI	
Title: PRESIDENT	Permit Number:MRI	
	Notary Public: Sandler Swam Sandler my Commussion expure January 21, 2016	

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{2}{2}$ day of $\frac{1}{2}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Francesca CABLO Doc/Reg # 593653 Fishing Vessel Name Doc/Reg # Doc/Reg # Fishing Vessel Name Doc/Reg # Doc/
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.

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.

□ Non-Active Member

<u>Signature of Authorized Representative</u> :	List all permits including those listed in 4.	
x. Gurge Fologolo	Permit Number: 230329	MRI <u>1830</u>
Owner/Entity Name:	Permit Number:	_MRI
FRANCESCA CORP	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	MRI
GIUSEPPE PALAZZOLO	Permit Number:	_MRI
Title: PAESIDENT	Permit Number:	_MRI
	Marie a S Notary Public: 4/26	ilua

THIS ADHERENCE AGREEMENT is entered into as of this $2D$ 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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)	
Active Member: (LIST ACTIVE VESSELS) Fishing Vessel Name $RAZZO$ Doc/Reg # MS	8845 AY
Fishing Vessel Name Doc/Reg #	
Fishing Vessel Name Doc/Reg #	
Fishing Vessel Name Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Suff Kumfy	Permit Number: 151427 MR
Owner/Entity Name:	Permit Number: 150574MRI 1810 U
RAZ Fishing Corp.	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
Gioseppe Kandazzo	Permit Number:MRI
Title: President - Owner	Permit Number:MRI
	Marie a Lilia Notary Public:
	Motary Public Motary Public My Commission Expires

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{\lambda l}{\Delta l}$ day of $\frac{\lambda l}{\Delta l}$ day of $\frac{\lambda l}{\Delta l}$ day of $\frac{\lambda l}{\Delta l}$ and sufficiency of which are acknowledged, hereby agrees as follows:

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

M	Active Member: (LIST ACTIVE VESSELS)	
'		Doc/Reg#_ ME120ル「
	Fishing Vessel Name <u> </u>	Doc/Reg #
	Fishing Vessel Name Two poss	Doc/Reg #
	Fishing Vessel Name Water tender	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.
x. De P. HUW	Permit Number: <u>14958</u> Z MRI 1578
Owner/Entity Name:	Permit Number: 150006 MRI 4//
Tillity, l.l.C.	Permit Number: 150236 MRI 1957
Name of Authorized Representative (print):	Permit Number: <u>150566</u> MRI 149
Dennis P. Robillard Jr.	Permit Number:MRI
Title: Owner operator	Permit Number:MRI
·	
	Notary Public: Diane L Rom

Russo Mary + Josephine

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

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{23}{\text{Mov}}$ day of $\frac{\text{Nov}}{\text{Momber}}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Many And	Josephinoc/Reg # 603558
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including thos	e listed in 4.
x. Vingo Muss	Permit Number: 320695	MRI 669
Owner/Entity Name:	Permit Number:	MRI
PtV Fishing Corp	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Vincenza Russo	Permit Number:	_MRI
Title: Pres	Permit Number:	_MRI
	Marce a Sicon Notary Public: 4/25/ Metary Public 4/25/ Metary Public Public Public Massachuseus by Commission Expires	lua 19

Queso miss Trish

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

THIS ADHERENCE AGREEMENT is entered into as of this <u>13</u> day of <u>Nov</u>, 2012, by the undersigned "<u>Member</u>", 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 _	410242 Doc/Reg # 6/5 489
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

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

□ Non-Active Member

Signature of Authorized Representative:	List all permits including those	isted in 4.
x. Vingollusso	Permit Number: 410242	_{1RI} 1043
Owner/Entity Name:	Permit Number: 150909 N	1RI_34
Russo Pishung Corp	Permit Number:N	1RI
Name of Authorized Representative (print):	Permit Number:N	1RI
Vincenzo Russo	Permit Number:N	1RI
Title:	Permit Number:N	1RI
	Notary Public: 4/25 Notary Public: 4/25 Marza Public My Commission Expire	lua 119

THIS ADHERENCE AGREEMENT is entered into as 2012, by the undersigned "Member", who for good and valuab sufficiency of which are acknowledged, hereby agrees as follows:	le consideration, the recoint and
1. Member has carefully reviewed the NER Agreement dated effective as of December 3, 2012 (as the safrom time to time, the "Operations Plan"), and by executing to be bound by all provisions of the Operations Plan and Agreement shall have the same effect as execution Member and all other Members of NEFS II (the "Sector").	ame may be amended or restated this Adherence Agreement agrees eement. Execution of this
2. Upon execution of this Agreement by M other conditions precedent to Member's membership in the admitted as a Member of the Sector and such admittance sharecords.	Sector, Member shall be deemed
3. Member acknowledges that; NEFS II has final date in which a NEFS II Member may withdraw from NEFS I fishing year. A Member who wishes to withdraw from NEFS I specified in the Operations Plan.	S II prior to the start of the 2012
4. With full knowledge of the rights and rember is signing this agreement as a (check one):	sponsibilities of membership
Active Member: (LIST ACTIVE VESSELS)	
	/Reg# 937272
Fishing Vessel Name Doc.	/Reg #
Fishing Vessel Name Doc	/Reg #
Fishing Vessel Name Doc	/Reg #
Note: Member acknowledges that membership is categorized listed below and owned by the member will be used to harve fishery in which Sector ACE must be used to account for byfor example: monkfish, skate, dogfish.	est the sector's ACE or in a
☐ Non-Active Member	
5. Upon execution of this Agreement by Me other conditions precedent to Member's membership in the S admitted as a Member of the Sector and such admittance shall	ector. Member shall be deemed

records.

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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Allan	Permit Number: <u>49233</u> MRI 1009
Owner/Entity Name:	Permit Number: 150401 MRI 2369
Sandler Fisheries Inc.	Permit Number: <u>320892</u> MRI 1505
Name of Authorized Representative (print):	Permit Number:MRI
Clark Sandler	Permit Number:MRI
Title: President	Permit Number:MRI

Notary Public:

The person above appeared before me named Clark Sandler and acknowledged the forgoing to be his free act and deed Susan Sandler my commission expires January 21, 2016

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{23}$ day of \underline{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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Coptain Do	n.h.(Doc/Reg #_6//657
Fishing Vessel Name Moname	Doc/Reg#M51922 NN
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Circusio Hallago	Permit Number: 330363	LMRI 8/6
Owner/Entity Name:	Permit Number: <u>/50369</u>	_MRI664
Captain Dominicand Bros.	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
accursio Sanfilippo	Permit Number:	_MRI
Title:	Permit Number:	_MRI
	Notary Public: Melan: Public My Commission Expires	lva 125/19

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of 11/12, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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>Janaya + Joseph</u> Doc/Reg # 353793
Fishing Vessel Name Doc/Reg #
Fishing Vessel Name Doc/Reg #
Fishing Vessel Name Doc/Reg #
Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.
☐ Non-Active Member
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's

records.

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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Sharow San Glippo	Permit Number: <u>320233 \$</u> MRI <u>490</u>	
Owner/Entity Name:	Permit Number:	_MRI
S.S. Fisherias Una	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Shara Safilippo	Permit Number:	MRI
Title: PRESIDERE	Permit Number:	MRI
	Notary Public:	

VANESSA RIVERA-KEO
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov. 23, 2018

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of 100, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)	
Fishing Vessel Name	Doc/Reg# <i>509307</i>
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

<u>Signature of Authorized Representative</u> :	List all permits including those listed in 4.	
x. finfal	Permit Number: 33627/MRI 1878	
Owner/Entity Name:	Permit Number: 149606 MRI 773	
Accursio Sontilife	Permit Number: <u>149590</u> MRI <u>2352</u>	
Accursio Santilife Lity Jean Coep Name of Authorized Representative (print):	Permit Number:MRI	
Accupsio Santippo	Permit Number:MRI	
Title: President	Permit Number:MRI	
	Moule a Silla Notary Public: Notary Public: Notary Public 4/25/19 Journmon Vestil of Massaciuse ils My Commission Expires	

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{38}{100}$ day of $\frac{1000}{100}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 ACTIV	E VESSELS)
Fishing Vessel Name	
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x	Permit Number: 231209	_mri187
Owner/Entity Name:	Permit Number:	_MRI
	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Joseph Sanflippo	Permit Number:	_MRI
Title: Owner operator	Permit Number:	_MRI
,		
DEPH SANFITOD	Notary Public:	
DEPH SANFILLOND AND HOLDE CARE THAT THE FOR LOCATION SEATTHONG IN THE FREE ACT AND SAID OF SOUTHERSONS. HOTARY PUBLIC LUCKE M. JUMMA	Commonwealth	M. FERRARA RY PUBLIC of Massachusetts Expires 1/06/2017

THIS ADHERENCE AGREEMENT is entered into as of this 28th ay 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Cat Eyer	Doc/Reg #_635378
Fishing Vessel Name/	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x.	Permit Number: <u>23/05/</u>	
Owner/Entity Name:	Permit Number:	_MRI
CATETES FISHERLES INC.	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
Ignazio Sanfilippo Title: President	Permit Number:	MRI
Title: President	Permit Number:	_MRI
	Notary Public:	

MASSACHUSETTS SIGNATURE WITNESSING CERTIFICATE Gov. Exec. Ord. #455 (03-13), §5(d) Commonwealth of Massachusetts County of Essel On this the the undersigned Notary Public, personally appeared Proved to me through satisfactory evidence of identity, which was/were To be the person(s) whose name(s) was/were signed on the preceding or attached document in my presence. きこうりょうしいりりりんきん OFFICIAL SEAL GAIL R. VICARI NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS My Comm. Expires Aug. 19, 2016 LECTE TE THE TERM TO THE TERM Place Notary Seal and/or Any Stamp Above My commission Expires OPTIONAL. Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document**

1 Section of the sect
Title or Type of Document: Nostheast Fishery Sector II F/2013 Sector Operations Plan
Document Date: 11/28/20/2 Number of Pages 3
Signer(s) Other than Named Above:

Christina Eleni

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

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{29}{1000}$ day of $\frac{1000}{1000}$. 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 🤇	2 hristing Eleni 2 hristing Eleni Doc/Reg # 516896
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.	
x. Frank Swates	Permit Number: 3 10 189	MRI 485
Owner/Entity Name:	Permit Number:	_MRI
SAZ & Sons	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
	Permit Number:	MRI
Title: Pres	Permit Number:	_MRI
	Notary Public: Yelly Y	anomo-

THIS ADHERENCE AGREEMENT is entered into as of this $\frac{27}{4}$ day of $\frac{100}{4}$	
2012, by the undersigned "Member", who for good and valuable consideration, the receipt	رب t and
sufficiency of which are acknowledged, hereby agrees as follows:	Land

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

☐ Active Member: (LIST ACTIVE VESSELS)		
Fishing Vessel Name	Doc/Reg #	
Fishing Vessel Name	Doc/Reg #	
Fishing Vessel Name	Doc/Reg #	
Fishing Vessel Name	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. John Shiply	Permit Number: <u>//3476</u> MRI_ <u>253</u> 3
Owner/Entity Name:	Permit Number:MRI
John G. Sharkey	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
Sohn & Sharkey	Permit Number:MRI
Title: OWN Co	Permit Number:MRI
	Refore the Notary Public: Locker & Josh
	RODMAN K. FORTER NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS My Comm. Expires June 29, 2018

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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 F/V LAND	JANE Doc/Reg # 608078
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Christine a. Sherman	Permit Number: <u>330338 MRI 80み</u>
Owner/Entity Name:	Permit Number:MRI
Flu SCM INC.	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
Christine A. Sherman	Permit Number:MRI
Title: President Flu SCM INC	Permit Number:MRI
	Notary Public: Paper 12. Paper Cappense Christian A. Shing Staged on fee acet ded.
	The College
7	My Commession exp. Three 18, 7013

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of 100 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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)	: 10 :10
Fishing Vessel Name SPECIAL K	_ Doc/Reg# <i>648</i> 249
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including t	hose listed in 4.
x. 2 2 4 1/2	Permit Number: <u>240</u>	896MRI 133
Owner/Entity Name:	Permit Number:	MRI
EDNARD SMITH	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
ESWARD SMITH	Permit Number:	MRI
Title: ON NER	Permit Number:	MRI
	Non. 28, 20	1/2
	Non. 28, 20 Notary Public: Leccus	u Dholla
	tion to the time t	E M. DEWOLFE Stary Public Resachusetts I Expires Dac 3, 2016

THIS ADHERENCE AGREEMENT is entered into as of this 2D day of 2D day of

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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)	
Active Member: (LIST ACTIVE VESSELS) Fishing Vessel Name $\frac{M_1 G S}{1}$	SANOVDOC/Reg # 554149 Doc/Reg #_
Fishing Vessel Name	/ Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Vincenso Vocormina	Permit Number: <u>250313</u> MRI <u>373</u>
Owner/Entity Name:	Permit Number:MRI
Vincensio laormina	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
VINCENZO TAORMINA	Permit Number:MRI
Title: PRESIDANI	Permit Number:MRI
	Marie a Sillea Notary Public: 4/25/19

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{19}$ day of $\underline{\cancel{NOV}}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

四	Active Member: (LIST ACTIVE VESSELS)		
	Fishing Vessel Name MIDVIGHT	1 SUN Doc/Reg # 105/18 5	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	
	Fishing Vessel Name	Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

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

Signature of Authorized Representative:	List all permits including	g those listed in 4.
x. Ifon Pleseauce	Permit Number: 3109	795 MRI 844
Owner/Entity Name:	Permit Number:	MRI
THOMAS TEGINVENDE	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
LISA. T. CORP.	Permit Number:	MRI
Title:	Permit Number:	MRI
Nov 19,2012 Subscribed & swamto	Notary Public:	
before me by Thomas Testaverdo, personally Known - Carol and Mck	ay	

CAROL ANN MCKAY

Notary Public

Commonwealth of Massachusetts

My Commission Expires

July 13, 2018

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of NOV	
2012, by the undersigned "Member", who for good and valuable consideration, the receipt	ر t and
sufficiency of which are acknowledged, hereby agrees as follows:	

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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):

W	Active Member: (LIST ACTIVE VESSELS) Fishing Vessel Name Fishing Vessel Name Fishing Vessel Name	Doc/Reg # Doc/Reg #
	Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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.

Signature of Authorized Representative:	List all permits including those	e listed in 4.
x. Paul Stevauld	Permit Number: 230418	_MRI
Owner/Entity Name:	Permit Number: 151137	MRI 178
F/v Terminator	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Paul A. Thoris. 11	Permit Number:	MRI
Title: Owner/Capt,	Permit Number:	MRI
100 E		
	Notary Public:	1000000m



Treda/

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

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{\cancel{29}}$ day of $\underline{\cancel{No0}}$, 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 II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II must do so in the manner specified in the Operations Plan.
- 4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

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

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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

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

Signature of Authorized Representative:	List all permits including th	ose listed in 4.
x. Rosemarie Infry	Permit Number: 2303°	73 _{MRI} 153
Owner/Entity Name:	Permit Number:	MRI
	Permit Number:	MRI
Name of Authorized Representative (print):	Permit Number:	MRI
Rosemanie Trefry	Permit Number:	MRI
Title:	Permit Nymber:	MRI
	the ()	
	Notary Public:	
		w.

KATHRYN E WILLIAMS Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires October 26, 2018

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Aly Sar Andrew	
Fishing Vessel Name Aly SarAndrew	Doc/Reg # M5 3587 AK
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.		
x. Jam Van Denpal	Permit Number: 149636	2MRI_1724	
Owner/Entity Name:	Permit Number:	MRI	
	Permit Number:	MRI	
Name of Authorized Representative (print):	Permit Number:	MRI	
James Van Derpool	Permit Number:	_MRI	
Title:	Permit Number:	_MRI	
	Notary Public: Vencie	E anderson	

THIS ADHERENCE AGREEMENT is entered into as of this $\underline{\mathcal{M}}$ day of $\underline{\hat{\mathcal{M}}}$ 2012, by the undersigned "<u>Member</u>", 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 II 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 II (the "Sector").
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- 3. Member acknowledges that; NEFS II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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	E VESSELS)
Active Member: (LIST ACTIVE Fishing Vessel Name	Anyela allose Doc/Reg# 587293
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #
Fishing Vessel Name _	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

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

Signature of Authorized Representative:	List all permits including those listed in 4.
x. Francisco V.	Permit Number: <u>250366</u> MRI 1767
Owner/Entity Name:	Permit Number: 149677 MRI 252
BWN IUC	Permit Number:MRI
Name of Authorized Representative (print):	Permit Number:MRI
Francesco P. Vitale	Permit Number:MRI
Title: President	Permit Number:MRI
	Notary Public: Sylve L Jewm
	SYLVIA L. NEWMAN Notary Public Commonwealth of Massachusetts My Commission Expires November 11, 2016

11-26-12

THIS ADHERENCE AGREEMENT is entered into as of this 10° day of 20°	012
2012, by the undersigned "Member", who for good and valuable consideration, the recei	pt and
sufficiency of which are acknowledged, hereby agrees as follows:	1

- 1. Member has carefully reviewed the NEFS II 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 II (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 II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 Fishing Vessel Name	VESSELS)		
Fishing Vessel Name	Kathajn - W	Doc/Reg#_ 9134 80	
Fishing Vessel Name	1	Doc/Reg #	
Fishing Vessel Name		_ Doc/Reg #	
Fishing Vessel Name		Doc/Reg #	

Note: Member acknowledges that membership is categorized as "active" <u>if any</u> 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

Signature of Authorized Representative:	List all permits including those listed in 4.		
x Defruil	Permit Number: 913480	MRI_1532	
Owner/Entity Name:	Permit Number:	MRI	
	Permit Number:	MRI	
Name of Authorized Representative (print):	Permit Number:	MRI	
DAVID WILLIAMS	Permit Number:	MRI	
Title: Captian Uwnor	Permit Number:	MRI	
	Notary Public:	ris V. Sulf	

THIS ADHERENCE AGREEMENT is entered into as of this 30 day of 100 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 II 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 II (the "Sector").
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- 3. Member acknowledges that; NEFS II has adopted April 30, 2013 as the final date in which a NEFS II Member may withdraw from NEFS II prior to the start of the 2013 fishing year. A Member who wishes to withdraw from NEFS II 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 VESSEI	LS)
Fishing Vessel Name KRIST	NE MARIE Doc/Reg# 973012
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #
Fishing Vessel Name	Doc/Reg #

Note: Member acknowledges that membership is categorized as "active" <u>if any MRI permits</u> 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.

Signature of Authorized Representative:	List all permits including thos	se listed in 4.
x. Atol Ogcichi	Permit Number: <u>24/55/</u>	MRI_1756
Owner/Entity Name:	Permit Number:	_MRI
DBA FNURPISTINE MARIE	Permit Number:	_MRI
Name of Authorized Representative (print):	Permit Number:	_MRI
STEGETY Woscieki	Permit Number:	_MRI
Title: OWNER/OPERATOR	Permit Number:	_MRI
	Notary Public: NICOLE LAFO Notary Public, New H My Commission Expires	

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:38 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: SABRINA MARIA

Northeast Federal Fishery Permit: 240234

US Coast Guard Doc #/State Registration #: 278350 Primary Owner|Corporation Name: COTTONE INC

Address:

8 LENDALL STREET GLOUCESTER, MA 01930 Phone: (978) 281-3254

Hailing Port: GLOUCESTER, MA. Principal Port: GLOUCESTER, MA.

Sector: NEFS 2

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		30- APR- 14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01- MAY- 13	30- APR- 14
			HERRING - OPEN ACCESS -	01-	30-

www.nero.noaa.gov/permit 1/2

1	3			NMFS Vessel Permit Data		
	2013	HRG	D	POSSESSION LIMIT - 2013	MAY- 13	APR - 14
	2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01- MAY- 13	APR-
	2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	01- MAY- 13	
	2013	MUL	Α	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	
	2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	
	2013	SF	1	SURF CLAM - 2013	01- MAY- 13	
	2013	SKT	1	SKATE - 2013	01- MAY- 13	
	2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	
	2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	
- 1						

www.nero.noaa.gov/permit 2/2

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:36 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: PADRE PIO

Northeast Federal Fishery Permit: 310394

US Coast Guard Doc #/State Registration #: 632107

Primary Owner Corporation Name: MARIA S S DEL LUME CORP

Address:

108 COMMERCIAL STREET GLOUCESTER, MA 01930-5042

Phone: (978) 282-1791

Hailing Port: GLOUCESTER, MA. Principal Port: GLOUCESTER, MA.

Sector: NEFS 2

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	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01- MAY- 13	30- APR- 14
				01-	30-

www.nero.noaa.gov/permit 1/2

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2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	MAY- 13	APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	
2013	MUL	Α	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	
2013	RCB	Α	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	15- MAR- 13	
2013	SKT	1	SKATE - 2013	01- MAY- 13	
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01- MAY- 13	
2013	SMB	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	

www.nero.noaa.gov/permit 2/2

National Marine Fisheries Service

NMFS vessel/fishery data as of June 26, 2013, 4:37 pm

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Most Recent Vessel Data

Vessel: STIRS ONE

Northeast Federal Fishery Permit: 330388

US Coast Guard Doc #/State Registration #: 615326 Primary Owner|Corporation Name: STIRS ONE INC

Address:

57 EDEN LANE

LEVITTOWN, NY 11756 Phone: (631) 242-1676

Hailing Port: POINT LOOKOUT, NY. Principal Port: POINT LOOKOUT, NY.

Sector: Not in a Sector

Valid Sector LOA? N/A

Most Recent Northeast Federal Fishery Permit Data

Permi Year	^t Plan	Category	Description	Start Date	
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01- MAY- 13	30- APR- 14
2013	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	30- APR- 14
				01-	30-

www.nero.noaa.gov/permit 1/2

2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	MAY- 13	APR- 14
2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013		APR-
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01- MAY- 13	
2013	LGC	Α	SCALLOP - LAGC - IFQ - 2013	10- APR- 13	FEB-
2013	LO	1	AMERICAN LOBSTER - NON - TRAP - 2013	01- MAY- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01- MAY- 13	APR-
2013	MUL	Α	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	
2013	OQ	6	OCEAN QUAHOG - 2013	01- MAY- 13	APR-
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01- MAY- 13	
2013	SKT	1	SKATE - 2013	01- MAY- 13	30- APR- 14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01- MAY- 13	
2013	SMB	Т3	ATLANTIC MACKEREL TIER 3 - 2013	01- MAY- 13	
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	

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