

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is
3 entered into as of September 1, 2010 (the "Effective Date"), by and among Northeast Fishery
4 Sector VI ("NEFS VI") and each of the Sector members identified on the attached **Exhibit A**.

5
6 **Recitals**

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

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

15 **Agreement**

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

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

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

1 “Board”). Any person wishing to become a Sector member must submit an application no later
2 than sixty (60) days prior to the annual deadline by which Sector applications must be
3 submitted to NMFS. Sector membership shall be effective upon admission of a member by the
4 Board and acceptance by execution by such member of the Sector’s Membership Agreement.
5 Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion
6 provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing
7 year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement.
8 The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit”
9 (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the vessels that will
10 harvest the Sector’s Amendment 16 allocations are identified on the attached **Exhibit A**, which
11 may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

12 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as
13 a group of three or more persons, none of whom have an ownership interest in the other two persons in
14 the sector.

15 This criterion has been fulfilled with permit # 149690 under the distinct ownership of Courier
16 Fishing Inc., permit # 330638 under the distinct ownership of Integrity Fishing Corp., and permit
17 #150747 under the distinct ownership of Andrew Walsh.

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

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

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

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

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

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

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

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

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

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

25 7.2 Harvest Share Use. Only Members that notify the Manager in writing on or
26 before December 1, 2010 (the "Notification Date"), and on or before succeeding Notification
27 Dates established by the Board for FY 2011 and thereafter of their intention to harvest Sector
28 ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member

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

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

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

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

24

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

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

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

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

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

27
28 7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt
29 such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the
30 Sector's compliance with Amendment 16 and related implementing regulations (such
31 restrictions referred to hereafter as "Harvesting Rules"). The Harvesting Rules are set forth on

1 **Exhibit C.** Each Active Member shall conduct their harvest of the Sector’s ACE in strict
2 compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure
3 such Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The
4 Manager shall annually develop a Sector fishing plan (the “Fishing Plan”), that promotes harvest
5 of the Sector’s ACE **in accordance with the Harvesting Rules** and shall make the Fishing Plan
6 available to Active Members prior to the commencement of the fishing season.

- 7 • 7.5 Re-direction Of Effort. Based on data compiled within the first six months of
8 Fishing Year May 1, 2010 – April 30, 2011; VI Northeast Fishery Sector, Inc. anticipates
9 that some vessels may switch fishing efforts into the following fisheries :
10 Endorsement fisheries in states including squid, monkfish, skate, shrimp, whiting,
11 • "Special Access Programs" within the NE multispecies fishery management plan (e.g., the
12 Closed Area I Hook Gear Haddock SAP and the Closed Area II Yellowtail Flounder/Haddock
13 SAP)
14 • Research Fishing Fleet Participation e.g., the NEFSC's study fleet, the monkfish RSA, and
15 the Northeast Cooperative Research Program (Solicitation Number: NFFM7003-10-
16 08288). Species directed research will include all MSA allocated groundfish as well as dogfish,
17 monkfish, skate, lobster, squid and any bycatch issue stocks relative to sector management
18 Kall determinations.

19
20 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
21 NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE,
22 regardless of whether such harvests are made during directed groundfish fishing trips or during
23 other fishing trips, unless the Allocated Species harvest is managed under another management
24 plan or as a sub-component annual catch limit (“ACL”) of Amendment 16 Allocated Species.
25 Each Active Member shall report every fishing trip by such Member to the Manager prior to
26 sailing, for determination whether the related Allocated Species harvest must be accounted for
27 to NMFS as harvest of the Sector’s ACE.

28 7.7 Consolidation and Redistribution of ACE: Scientific recommendations and
29 new Magnuson requirements will influence the level of consolidation that will take place in the
30 groundfish fishery. The Sector members intend to utilize sector management to mitigate
31 excessive consolidation that may occur in the effort controlled system where overall
32 management measures are based upon the weakest stocks.

1 In FY 2010, 24% of the permits enrolled in the Sector for FY 2011 are attached to
2 vessels actively fishing for NE multispecies. For FY 2011, the Sector has 19 permits
3 currently enrolled. Of those 19 permits, 24%, are anticipated to actively fish for NE
4 multispecies in FY 2011. While these numbers may change, the VI Northeast Fishery
5 Sector, Inc., i.e. NEFS VI expects that, compared to FY 2010, there would be anet
6 consolidation within the sector as the share of ACE contributed by member permits is
7 fished by fewer active vessels than in FY2010. It can be anticipated that fewer active
8 fishing vessels will result in job losses for fishing crews and the associated negative
9 impacts may spread to fishing communities and industries reliant on commercial fishing.
10 There would be fewer active fishermen in the NE multispecies fishery.

11
12 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
13 Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby
14 authorizes the release to the VI, Northeast Fishery Sector Inc., of information that is considered
15 to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the
16 catch of various species of fish associated with the limited access Northeast multispecies permit
17 with the Moratorium Right Identifiers (MRIs) listed on the attached roster submitted to the
18 National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the
19 undersigned has authority to access. This information includes data required to be submitted
20 or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip
21 reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history
22 data, Sector dockside and at-sea monitoring data, enforcement data, and all other information
23 associated with the vessel, MRI #, and/or permit records.

24 9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch
25 monitoring and reporting requirements established by the Manager, which may include but are
26 not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers,
27 installing and operating electronic vessel and catch monitoring equipment, delivering fish only
28 at pre-approved dockside landing stations at pre-approved times, and completing and filing
29 accurate delivery reports on a timely basis. Without limiting the foregoing, each Active
30 Member shall submit on a timely basis all catch information as required by and necessary for
31 the Manager to complete and file the Sector's weekly reports. Each Active Member's harvest

1 of Sector ACE shall be calculated and tabulated in accordance with the catch accounting
2 measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the
3 catch and delivery information produced by the Manager shall be presumed accurate, and
4 absent manifest error, each Member's obligations under this Agreement and all related
5 documents may be enforced to their fullest extent on the basis of such information.

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

17 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs
18 and damages which may be suffered or incurred by Members as the result of any Member
19 harvesting Sector ACE in excess of the amount such Member is authorized to harvest under this
20 Agreement, or otherwise breaching this Agreement, will be difficult to calculate. The loss, costs
21 and damages the Members and the Sector could suffer as the result of a Member harvesting
22 more Sector ACE than its Harvest Share, or otherwise breaching this Agreement, are likely to
23 substantially exceed the market value of the excess harvest. Consequently, the Sector may
24 impose and assess upon any breaching Member the liquidated damages amounts as
25 established under Section 10.3, below.

26 10.2 Enforcement Committee. Not less than one hundred twenty (120) days
27 prior to each annual Northeast multispecies groundfish season opening date (the "Season
28 Opening Date"), the Manager shall call a meeting of the Board to appoint the Enforcement

1 Committee for the upcoming year, and to address any other matters of Sector business
2 properly before the Board. The Board shall meet for those purposes not less than ninety (90)
3 days prior to the Season Opening Date, and at such meeting shall appoint an Enforcement
4 Committee composed of five (5) persons. If the Board fails to do so, the Manager shall appoint
5 the Enforcement Committee. The Enforcement Committee shall assist the Manager in setting
6 and updating the liquidated damages amounts for breaches of this Agreement and shall hear
7 and decide Members' appeals of the Manager's contract breach determinations and liquidated
8 damages assessments.

9 10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than
10 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the
11 market value of an unprocessed pound of each Allocated Species (each such value being a
12 "Base Value"), and transmit such Base Values to the Enforcement Committee. In establishing
13 such Base Values, the Manager may take into account both the direct costs and the opportunity
14 costs associated with an over-harvest of the relevant species. Not less than thirty (30) days
15 prior to each annual Season Opening Date, the Enforcement Committee, in consultation with
16 the Manager, shall adopt Base Values and Base Value multipliers, and the liquidated damages
17 amounts for breaches of this Agreement other than over-harvest of a Member's Harvest Share,
18 which shall be based on the Enforcement Committee's estimate of the losses that the Sector
19 and its Members could be expected to suffer as a result of such breaches. Because the
20 damages suffered by one or more other Sector Members as the result of a Member harvesting
21 an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
22 market value of the excess harvest, the Base Value multipliers shall not be less than three (3).
23 Upon the Enforcement Committee's adoption of Base Values and Base Value multipliers, such
24 Base Values and Base Value multipliers will be the basis for calculation of damages for
25 unreconciled Harvest Share overages.

26 10.4 Liquidated Damages Calculation. The liquidated damages amount for each
27 pound by which a Member's harvest of an Allocated Species exceeds such Member's Harvest
28 Share for such species shall be the relevant Base Value, multiplied by the relevant liquidated

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

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

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

20 10.7 Manager Action in Response to Apparent Breach. The Manager shall
21 monitor the Members' compliance with the terms and conditions of this Agreement. If the
22 Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager
23 shall investigate the matter, and if the Manager concludes that a Member has breached this
24 Agreement, the Manager shall notify such Member of the apparent breach and (if such breach
25 is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach.
26 If such Member fails to demonstrate to the Manager, in the Manager's sole and absolute
27 discretion, that no breach occurred, or to cure the breach within the time period directed by
28 the Manager, taking into account the magnitude of the breach and the potential consequences

1 of the breach for the Sector and the other Members, the Manager shall notify the Member in
2 writing that the Manager is referring the alleged breach to the Enforcement Committee, and
3 shall notify the Enforcement Committee in writing of the alleged breach and the proposed
4 liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure
5 period described above, the Manager concludes it is necessary for the protection of the
6 interests of the Sector and its Members, the Manager may issue a “Stop Fishing Order” to the
7 Member in apparent breach, and if such Member fails to cause the vessels harvesting its
8 Harvest Share to immediately stop fishing, the sector manager may take any action he/she
9 deems necessary including without limitation, self help or court action which may include the
10 seeking of injunctive relief.

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

1 to collect from such Member the liquidated damages amount provided for such breach under
2 this Agreement.

3 10.9 Voluntary Compliance. In connection with breaches of this Agreement for
4 which a Member is liable to the Sector or other Sector Members for liquidated damages, the
5 Sector shall provide the breaching Member fifteen (15) days prior notice of its intent to exercise
6 its rights of collection, during which period the Member may propose an alternative method of
7 compensating the Sector and other Sector Members for the damages suffered as the result of
8 such Member's breach. The Enforcement Committee may approve or disapprove any
9 alternative form of compensation in its sole discretion, provided that if the breach at issue is an
10 overharvest of a Member's Harvest Share, there shall be no liquidated damages imposed if the
11 Member in breach obtains sufficient Harvest Share from other Members to offset the
12 overharvest, and tenders conclusive evidence to that effect to the Enforcement Committee.
13 Such Member shall nevertheless remain liable for the costs and fees incurred by the Sector in
14 connection with the alleged breach, and the Sector shall be entitled to collect such costs and
15 fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand
16 for payment.

17 10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to
18 resolve a breach of this Agreement through voluntary compliance measures approved by the
19 Enforcement Committee and performed by such Member on a timely basis, the Member in
20 breach shall pay the liquidated damages amount assessed by the Sector within ten (10) days of
21 the end of the voluntary compliance period described in Section 10.9, above. Liquidated
22 damages amounts not paid when due shall accrue interest at a rate of interest equal to the
23 prime rate of interest announced by Bank of America, or such other bank as the Board may
24 select from time to time, as of the last day of the voluntary compliance period plus twelve
25 percent (12%). If a Member fails to pay the liquidated damages amount assessed by the
26 Enforcement Committee with interest within thirty (30) days of the end of the voluntary
27 compliance period described in Section 10.9, above, the Sector may pursue legal action to
28 collect the liquidated damages. In addition, in connection with Member breaches resulting

1 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement
2 Committee) may take possession of an amount of the Member in breach's Harvest Share for
3 the overharvested species for the year in which the contract breach occurred and, if necessary,
4 in subsequent years, in a total amount equal to three (3) times the amount of such over-
5 harvest, provided that the amount of a Member's liability to the Sector for over-harvest shall be
6 reduced proportionately to the extent that the Sector does so. In addition to liquidated
7 damages, the Sector shall be entitled to all fees, costs and expenses, including attorney's fees,
8 actually incurred by the Sector in connection with any action to collect liquidated damages from
9 a Member in breach of this Agreement, whether or not the Sector prevails in such action.

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

16 10.12 Distribution of Damages. Where a Member's breach causes one or more
17 other Members to harvest less than their Harvest Share, damages awarded to the Sector under
18 this provision shall first be distributed *pro rata* among the Members whose harvest was
19 reduced, with each Member receiving a fraction of such funds, the numerator of which is the
20 amount by which such Member's catch was less than such Member's allocation or
21 apportionment, and the denominator of which is the sum of the aggregate amount of by which
22 all Members' allocations or apportionments were reduced as a result of the breach, up to the
23 amount of loss suffered by each such Member as the result of the breach. Any damages
24 awarded to the Sector in excess of those distributed to other Members under this Section, and
25 any damages awarded in connection with a breach which does not cause any other Member's
26 allocation or apportionment to be reduced, shall be retained by the Sector and applied to the
27 costs of Sector operations.

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

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

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

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

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

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

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

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

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

26 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as
27 (subject to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully
28 distributed to the Members as their Harvest Shares. A Member's overharvest of its Harvest

1 Share would be a breach of this Agreement for which a Member would be liable for damages.
2 Because each incident of ACE overharvest would constitute a separate violation of the
3 Amendment 16 regulations, and because each such incident would be treated as a prior
4 violation by NMFS for purposes of determining appropriate fines, penalties and forfeitures in
5 connection with a subsequent violation, the damages suffered by the Sector as a result of an
6 overharvest by one or more Members that resulted in the Sector overharvesting its ACE would
7 be consequential and irreparable.

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

13 14.1 The Sector, acting through the Manager, has the authority to issue to any
14 Member that the Manager determines is in breach a Stop Fishing Order, and upon such
15 issuance, such Member shall immediately cause all vessels harvesting its Harvest Share to cease
16 doing so, and such Member shall not permit the vessels harvesting its Harvest Share to resume
17 doing so unless and until the Manager rescinds the Stop Fishing Order. Each Member hereby
18 releases the Sector, all other Members and the Manager from any and all liability of any nature
19 whatsoever, including but not limited to both contractual and tort liability, for any direct or
20 indirect, incidental or consequential losses or damages that a Member may suffer as a result of
21 complying with a Stop Fishing Order.

22 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately
23 comply with a Stop Fishing Order in accordance with its terms, the Sector may exercise
24 remedies of self help and take any and all other action as the Sector determines necessary to
25 enforce the Stop Fishing Order and this Agreement, including injunctive relief. In seeking
26 injunctive relief , the Sector Manager's burden of proof (if any) shall be satisfied by A.)
27 production of a copy of the Stop Fishing Order and B.) evidence that the vessel continued to
28 fish thereafter.

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

4 § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or
5 transfers.

6 A Member may transfer a Permit to a party other than a Member, subject to a Right of
7 First Refusal (the "ROFR"), which may be adopted or amended from time to time by the Board.
8 Right of First Refusal, that is extended in accordance with the terms and conditions established
9 by the Board shall be in favor of first, the Active Members, second, the Active Members of the
10 other Northeast Fishery Sectors, and third other interested parties. No Member may transfer
11 such Member's "LA MS" permit or "MRI" permit to a person who is not a Member unless such
12 person assumes all of the transferring Member's obligations under this Agreement as of the
13 effective date of such transfer. A person other than a Member who receives a Member's "LA
14 MS" permit or "MRI" permit from a Member in accordance with this Section 15 (a "Transferee")
15 shall only be eligible to participate in the Sector for the balance of the fishing year during which
16 the transfer occurs, and thereafter may only remain a Sector Member if such Transferee applies
17 for and is admitted to Sector membership in accordance with Section 2, above.

18 15.1 The Transferee shall be deemed a Non-Active Member of the Sector,
19 with no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the
20 Sector in connection with the assets acquired under the Permit Offer. A Transferee wishing to
21 acquire Active Member status during the fishing year in which the permit transfer occurred,
22 must submit a written request to the Board for consideration. The Board will have the
23 authority to approve, conditionally approve or deny such request.

24 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold
25 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on
26 the Manager exercising reasonable independent business judgment in good faith in reviewing
27 and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE,
28 and enforcing the terms and conditions of this Agreement. Each Member hereby waives and

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

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

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

21 The party's written request for arbitration shall include the name of the arbitrator selected by
22 the party requesting arbitration. The respondent party shall have ten (10) days to provide
23 written notice of the name of the arbitrator it has selected, if any. If the other party timely
24 selects a second arbitrator, the two arbitrators will jointly select a third arbitrator within ten
25 (10) days. If the other party does not timely select the second arbitrator, there shall be only the
26 one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the
27 arbitration hearing as soon as possible thereafter. Any arbitrator must have no material ties to
28 the Sector or any Member. The decision of the arbitrator (or in the case of a three (3)

1 arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be
2 conducted under the rules of (but not by) the American Arbitration Association. The parties will
3 be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole
4 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party
5 shall bear its own costs of preparation and presentation, unless, in the case of the Sector, the
6 Board determines to assess such costs to the applicable Member, which costs shall be
7 immediately due and payable. In no event will arbitration be available pursuant to this
8 paragraph after the date when commencement of such legal or equitable proceedings based on
9 such claim, dispute, or other matter in question would be barred by an applicable statute of
10 limitations.

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

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

25 19. No Collective Marketing. The Members acknowledge that the Sector has not been
26 formed or qualified as a collective marketing association. The Members therefore agree that
27 nothing in this Agreement shall be construed as permitting or obligating Members to
28 collaborate regarding the processing, marketing or sales of the product produced from catch

1 harvested under their Harvest Shares. Each Member shall conduct all sales of such catch in
2 competition with the other Members, and shall hold ex-vessel price information as confidential
3 from other Members until such information becomes public or until such price information is
4 six months old, unless and until the Sector is properly qualified under State and Federal law as a
5 collective marketing association

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

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EXHIBIT A

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

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

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

[INSERT TABLE]

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

[INSERT TABLE]

1
2
3
4

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1 **EXHIBIT B**

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

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

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

8
9 [INSERT TABLE]

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

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1 **EXHIBIT C**

2 **HARVESTING RULES**

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

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

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

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

11

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

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

1 targets. Interim and annual targets will be considered in the development of the Sector's
2 Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for
3 the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to
4 utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding
5 Sector ACE and to assist Members Harvest Share management.

6 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial
7 target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted
8 by ACE transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer
9 system. The Sector, through their Board, may alter the RESERVE holdback percentages for any
10 or all stocks held by the Sector to prevent under harvest of the Sector's ACE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip
2 and apply logbook area information to calculate stock attribution ratios for all applicable
3 species.
4
- 5 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his
6 designated representative) will derive stock specific discards for each trip. If the trip is
7 observed by either an ASM or a NEFOP observer, discards will be derived based on data
8 collected during that trip and will account for all hauls (observed and unobserved) on that trip.
9 If the trip is not observed, discards will be derived using the NMFS-provided discard rate
10 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard
11 rates.
- 12 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the
13 sector's vessels to a data collection and distribution web portal, an administrative exemption
14 may or may not be required to allow the server to relay catch reports and logbook data on
15 behalf of sector member vessels.
- 16 **20. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via
17 the email messaging component of their VMS units. All data necessary for sector ACE
18 management, including all elements of VTR logbook and daily / weekly reporting requirements
19 will be sent in compressed formats to minimize characters and maximize message capacity.
20 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,
21 the **Sector's server** will be capable of collecting, storing, converting and relay all data elements
22 necessary to meet all reporting requirements in the formats required by the recipients
- 23 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be
24 issued a Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall
25 maintain the LOA on-board at all times while fishing for groundfish, as well as a copy of the
26 Sector Agreement and Harvesting Rules. Furthermore, Members acknowledge that the Vessels
27 must comply with all applicable Federal regulations not specifically exempted in the LOA.
28
- 29 **22. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all
30 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following
31 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:
- 32 **22.1 120 DAY BLOCK REQUIREMENT OUT OF THE FISHERY FOR GILLNET VESSELS:**
33 Sector vessels utilizing gillnets will be exempted from the 120 Block requirement
34 articulated in 50 CFR § 648.82(j)(1)(ii).

1 **22.2 20 DAY SPAWNING BLOCK:** Sector vessels will be exempted from taking the 20
2 day spawning block out of the fishery that is required of all vessels.

3 **22.3 Limitation on the Number of Gillnets for Day Gillnet Vessels:** Sector vessels'
4 utilizing gillnets will be exempted from the number of gillnet restriction imposed on day
5 category gillnet vessels, members utilizing this exemption agree not to exceed 150 nets
6 per permit.

7
8 **22.4 COMMUNITY FIXED GEAR:** Sector vessels opting to implement this provision will
9 be required to place NMFS issued gillnet tags, of each member, on the gear being
10 utilized under this technique. Community Fixed Gear groups will notify the Sector
11 Manager of their intention and composition of sector vessels prior to utilization of this
12 technique.

13 Sector members that have identified themselves as a group to the Sector Manager may
14 be held accountable if their physical gear (including the area in it is set in) is not in
15 compliance with applicable regulations. For Example, if the gear is not properly
16 configured with weak links, sinking line, or other applicable requirements, or if the gear
17 is set in a closed area or season, then this group may be held jointly liable for the
18 infraction. However, if an individual in this group violates a requirement of this
19 Agreement, possession limits, or misreports catch, then the liability would be limited to
20 this individual only; except in those situations where the Sectors joint liability provisions
21 applies.

22 **22.5 LIMITATION ON THE NUMBER OF GILLNETS THAT MAY BE HAULED ON GEORGES**
23 **BANK WHEN FISHING UNDER A GROUND FISH/MONKFISH DAS:** Sector Vessels are
24 exempted from the requirement that limits the number of gillnets (fifty) that may be
25 hauled to while fishing on a groundfish and monkfish DAS on Georges Bank.

26 **22.6 LIMITATION ON THE NUMBER OF HOOKS THAT MAY BE FISHED:** Sector vessels
27 are exempted from the number of hooks that may be fished.

28 **22.7 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**
29 Members will be exempted from the length and horsepower restrictions imposed on
30 DAS leasing for NEFS VI participating members and those members of other sectors that
31 are granted this exemption.

32 **22.8 ACCESS TO THE GULF OF MAINE HADDOCK SINK GILLNET AREA:** Sector vessels
33 will be authorized to access the Gulf of Maine regulated mesh area, January 1-April 30

1 (subject to any rolling or seasonal closure in effect), utilizing 6 inch gillnets. Members
2 acknowledge that a day gillnet vessel participating in this program cannot fish with,
3 possess, haul or deploy more than thirty nets. There are no limits on the number of
4 nets for trip gillnets vessels. All nets must be stand-up nets; tie-down nets cannot be
5 used during this period:

6 **22.8.1 ACCESS TO THE GULF OF MAINE HADDOCK SINK GILLNET AREA DURING**
7 **THE MONTH OF MAY:** Sector vessels are authorized to access the Gulf of Maine
8 regulated mesh area under the terms and conditioned stated in section 22.8 for the
9 month of May.

10
11 **22.9 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE LEVEL:** Sector Vessels
12 will be exempt from dockside monitoring coverage. .

13 **22.10 EXEMPTION FROM DOCKSIDE MONITORING COVERAGE FOR DIRECTED**
14 **MONKFISH, SKATE AND DOGFISH TRIPS:** In the event the Sector is not exempted from
15 all dockside monitoring requirements, Sector vessels that are on a directed monkfish,
16 skate or dogfish trip will be exempt from dockside monitoring.

17 **22.11 EXEMPTION FROM PROHIBITION ON PAIR TRAWLING:** Sector vessels will be
18 exempted from the pair trawl prohibition instituted in Amendment 5, codified at
19 648.80(g)(3). Vessels engaging in pair trawling will be limited to utilizing either the
20 Rhule Trawl or Eliminator trawl.

21 **22.12 YEAR ROUND ACCESS TO EASTERN US/CA AREA:** Members/Vessels acknowledge and
22 agree that they are granted permission to access the Eastern US/CA Area year round, regardless
23 of projections that the hard TAC applicable to the common pool will be caught. Members
24 further acknowledge that access to this area on an accessible basis is conditioned on the Vessels
25 availability of ACE.

26 **22.13 EXEMPTION FROM DISCARD RATES AND K-ALL CALCULATION FOR STOCKS**
27 **THAT HAVE BEEN SUBDIVIDED BETWEEN THE COMMERCIAL AND RECREATIONAL**
28 **FISHERIES:** The Sector will be exempt from calculating discard rates and including k-all
29 for those stocks that have been sub-divided between the commercial and recreational
30 fisheries.

31 **22.14 EXEMPTION FROM DOCKSIDE MONITORING IN THE MONTHS OF MAY AND**
32 **JUNE ON NON-DIRECTED GROUND FISH TRIPS THAT OCCUR IN SPECIFIC STATISTICAL**
33 **AREAS:** In the event the Sector is not exempt from all dockside monitoring
34 requirements, Sector vessels will be exempt for those non-directed groundfish trips

1 taken during the months of May in June in any of the following statistical areas: 614,
2 615, 616, 621, 622, 623, 625, 626, 627, 631, 632, 633, 635, 637, and 638.

3 **22.15 EXEMPTION FROM THE MINIMUM SIZE RESTRICTIONS I.E. 100% RETENTION:**

4 Sector vessels acknowledge, that they are exempt from the minimum size restriction
5 imposed on allocated stocks. Sector vessels utilizing this exemption will be authorized
6 to land all allocated stocks which will be deducted from the Sectors ACE.

7 **22.16 EXEMPTION FROM THE 6.5" CODEND MINIMUM MESH SIZE REQUIREMENT**
8 **FOR TRAWL GEAR FOR SECTOR TRIPS UTILIZING A 5" MESH SIZE FOR TARGETED**

9 **REDFISH TRIPS:** Sector vessels will be authorized to utilize a 5" mesh codend with trawl
10 gear for directed redfish trips. Sector Vessels utilizing this exemption, must notify their
11 Manager a minimum of 48 hours in advance of their trip and are required to have 100%
12 observer coverage for all trips utilizing this gear. Furthermore, Sector Vessels utilizing
13 this exemption will be required to submit daily catch reports to their Sector Manager, to
14 ensure catch is harvested within the sectors ACE.

15 **22.17 EXEMPTION FROM ASSUMED DISCARD RATES FOR DIRECTED BAIT SKATE TRIPS,**
16 **WHEN AN OBSERVER IS NOT PRESENT:**

17 Sector vessels fishing under a Bait Skate Letter
18 of Authorization, will be exempted from having an assumed discard rate deducted from
19 their harvest share, and subsequently the Sector ACE for unobserved bait skate trips
20 occurring during the months of June, July, August and September, in an area defined by
21 straight lines connecting the following points, in order:

- 22 (1) The shoreline where 40°40' latitude meets Long Island;
- 23 (2) 40°40'N 71°40'W;
- 24 (3) 41°00'N 71°40'W;
- 25 (4) 41°00'N 71°00'W;
- 26 (5) The shoreline where 71°00' longitude meets southeastern MA.

27 **22.18 AUTHORIZATION TO UTILIZE THE 250 X 40 CM ELIMINATOR TRAWL™ FOR**
28 **SECTOR VESSELS:**

29 Sector Vessels acknowledge that they are authorized to use an
30 Eliminator Trawl™ with a fishing circle of 250 x 40 cm and larger, in all areas and for all
31 purposes in which Eliminator Trawl™ (aka the "Ruhle trawl") has been approved;
32 including but not limited to Eastern U.S./Canada Area SAP and potential discard strata.

33 **22.19 ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission
34 from the Sector's vessels to a data collection and distribution web portal, an

1 administrative exemption may or may not be required to allow the server to relay catch
2 reports and logbook data on behalf of sector member vessels.

3 **22.20 PROHIBITION ON OFFLOADING OF NON-ALLOCATED SPECIES PRIOR TO THE**
4 **ARRIVAL OF A MONITOR**

5 **22.21 THE REQUIREMENT TO DELAY OFFLOADING DUE TO THE LATE ARRIVAL OF THE**
6 **ASSIGNED MONITOR**

7 **22.22 DSM REQUIREMENT FOR JIG-VESSELS:**

8 **22.23 DSM, ROVING MONITOR AND HAIL REQUIREMENT FOR HOOK-ONLY OR HAND-**
9 **GEAR VESSELS:**

10 **22.24 DSM, ROVING MONITORING AND HAIL REQUIREMENTS FOR VESSELS USING**
11 **DEMERSAL LONGLINE GEAR, JIG GEAR, HAND-GEAR WHILE TARGETING SPINY**
12 **DOGFISH IN MA STATE WATERS**

13 **22.25 DSM REQUIREMENT WHEN A TRIP HAS BEEN MONITORED BY EITHER A ASM**
14 **OR FISHERY OBSERVER:**

15 **22.26 REQUIREMENT TO POWER A VMS WHILE AT DOCK**

16 **22.27 DSM REQUIREMENT FOR VESSELS FISHING WEST OF 72 30 W LONG..**

17
18 **23. DOCKSIDE MONITORING PROGRAM:** The Sector plans on working collaboratively
19 with certified Dockside Monitoring Provider(s) (“Provider”) to ensure that implementation of
20 the dockside monitoring program adheres to applicable NMFS Dockside Monitoring Standards
21 as codified in 50 CFR 648.87(b)(l)(v)(B); as well as any internal needs that the Sector deems
22 necessary. The following providers were approved by NMFS for FY 2010:

23
24 A.I.S., Inc
25 Atlantic Catch Data Limited
26 East West Technical Services LLC
27 MRAG Americas, Inc.
28 Saltwater Inc.

29 While NMFS has not yet approved any providers for FY 2011, the sector will contract a NMFS-
30 approved provider for dockside [and/or] at-sea monitoring services before May 1, 2011 and
31 notify NMFS of its selection through electronic communication, fax or email, and/or USPS
32 certified letter to the appropriate Sustainable Fisheries NMFS NERO agent.

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

4 **23.1 RANDOMIZED DSM COVERAGE LEVELS:** Dockside monitoring (DSM) will be deployed
5 by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5).
6 The sector will work with the DSM provider to achieve the coverage level specified in the
7 regulations at 50 CFR 648.87(b)(1)(v)(B)(3)(i) using a methodology approved by NMFS and
8 implemented by the monitoring vendor and the Sector Manager. For trips less than 6 hours in
9 length or occurring within 6 hours of port, the estimated time of arrival to port will be
10 provided in the trip start hail. The trip end hail will be sent upon completion of the last
11 tow with required updated information. An alternative timing for the trip end hail may
12 be implemented during FY 2011 if agreed upon by the sector, the monitoring provider,
13 and NMFS.

14 **23.2 DATABASE MANAGEMENT:** The Sector, acting through its Manager, will maintain
15 database(s) of vessel trip reports (VTR), dealer, At Sea (ASM), NEFOP Observer, and
16 Dockside (DSM) monitoring reports. In addition, the Sector will maintain any other
17 database it determines necessary for its operations.

18 **23.3 METHOD OF TRANSMISSION OF HAILS:** The sector vessels will be transmitting
19 HAILS (Trip Start and Trip End) electronically via the email messaging component of their
20 VMS units. All data necessary to meet DSM requirements will be sent in compressed
21 formats to minimize characters and maximize message capacity directly to the **Sector's**
22 **Server** which will collect, store, convert and relay all data elements necessary to meet
23 DSM, FSO and OLE requirements. The Sector will relay required HAILS (Trip State and
24 Trip End) to NMFS, immediately upon receipt. In the event that the primary system is
25 unavailable, Sector Vessels will utilize a backup system, including but not limited to,
26 direct cell phone or radio transmission between the vessel and DSM vendor OR a relay
27 through the Sector
28 Manager.

29
30 **23.4 USE OF DOCKSIDE MONITORING SERVICES.** The Members acknowledge that for
31 the Sector to function efficiently, it is essential that the Active Members conduct their
32 fishing operations such that dockside monitoring service costs are kept as low as
33 commercially practical amount. The Active Members therefore agree to provide
34 accurate landing time projections, to make landings expeditiously, and to choose
35 landing locations based in part on the efficiency and responsiveness of the buyer

1 receiving catch harvested under the Sector’s ACE. Active Members who fail to comply
2 with the provisions of this Section may be assessed the excess cost of dockside
3 monitoring resulting from their failure to do so.

4
5 **23.5 SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the
6 following protocol for variance from the landing ports listed. If for reasons beyond a
7 vessel operators control such as severe weather, mechanical failures, compromised hull
8 integrity, instances of pump failures and danger of sinking, crew injury or life
9 threatening illness and any other emergency situations that may arise, a sector vessel
10 may enter a port other than those listed as “Landing Ports” to ensure the safety of the
11 vessel and its crew. If the vessel has been selected for dockside monitoring, the vessel
12 will not offload fish, until a dockside monitor is present, or a waiver has been granted.
13 The vessel operator must contact the Dockside Monitoring vendor to obtain a waiver
14 from dockside monitoring for the trip. The vessel operator may request and be granted
15 a waiver from dockside monitoring due to the situations described here in Section 23.7.
16 In addition, the vessel operator may request and be granted a waiver from dockside
17 monitoring if either the Coast Guard (“CG”), Environmental Police (“EP”), or NOAA’s
18 Office of Law Enforcement (“OLE”) are on scene and determine it is necessary for
19 offloading to occur in order to improve a safety or vessel integrity concern.

20
21 **23.6 OFFLOADING PORTS:** The following list represents those ports where sector
22 vessels are authorized to offload. Additionally, sector vessels are authorized to land fish
23 to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of Landing
<u>Massachusetts:</u> Boston, Gloucester, New Bedford	<u>Massachusetts:</u> Hyannis, Nantucket, Chatham, Provincetown, <u>New Hampshire:</u> Portsmouth <u>Maine:</u> Portland

24
25
26 **24. AT-SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-
27 sea-monitoring program for FY2011. In the event, the Sector chooses to increase at-sea
28 coverage beyond that which is funded and managed by NMFS, the sector will secure a service
29 arrangement with one or more of the certified ASM vendors and assume all costs and
30 responsibilities associated with this private contractual arrangement. Any additional at-sea
31 monitoring coverage beyond the NMFS-funded level (currently 30 percent, see NMFS, Letter to

1 Sector managers and Representatives (August 20, 2009)) will be provided pursuant to an
2 independent contract between the Sector and a NMFS approved provider. This additional at-
3 sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be
4 conducted in the same manner with the same protocols as the NMFS-funded ASM program,
5 and will use approved at-sea monitors. Also, this additional coverage will not be allowed to
6 replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring
7 program

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

12 **25.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-
13 sector (between members) within the guidelines and procedures contained in the FMP
14 and as amended by Amendment 16. The Sector would accept any future relief in the
15 length and horsepower constraints of the program that may be authorized by the RA in
16 the future.

17 **25.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-
18 at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only
19 with Members of other Sectors whom are similarly exempt. Members acknowledge
20 that such DAS leasing would not be exempted from existing length and horsepower
21 constraints as currently contained in applicable regulations.

22 **25.3 PAPER VTR:** Members acknowledge that they are bound to all applicable
23 reporting requirements. Sector vessels shall continue using paper VTRs for FY 2011, as
24 required by regulations. However, should electronic vessel trip reporting (e-VTR)
25 systems for transmission and submission of required VTR reports be authorized by the
26 Regional Administrator in FY 2011, this Sector reserves the option to utilize this
27 reporting method.

28 **25.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one
29 Environmental Assessment for all sectors seeking authorization for Fishing Year 2011,
30 and that NMFS communication has stated that if an exemption is approved for one
31 Sector, all other authorized Sectors can be similarly approved for that specific
32 exemption based on the terms and conditions of the originally requesting sector. In
33 light of this understanding, NEFS VI will request authorization for such exemptions it
34 deems beneficial for its operations, prior to the publication of the final authorizing rule.

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EXHIBIT D

NEFS VI Penalty Schedule			
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
VIOLATION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard and dockside data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$5000.00	Written Warning <u>and</u> up to \$7,500.00.	Written Warning <u>and</u> up to \$10,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$10,000.00	Written Warning <u>and</u> \$10,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$20,000.00	Written Warning <u>and</u> \$20,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <u>and</u> up to \$5,000.00 <u>or</u> stop fishing order.	Stop fishing order <u>or</u> Expulsion.	Expulsion.

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions
3 represent those sections of **NEFS VI** Agreement and related Exhibits that are Administrative in
4 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as
5 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
16 to the Sector managers ability to impose and utilize legal means to recover Liquated
17 damages as authorized in section §10.10 of this agreement, in which case NMFS
18 enforcement procedures may apply.

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

23 7.3 Harvest Share Transfer.

- 1 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the
2 extent that it applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are
3 enforceable and therefore not considered administrative under this section.
- 4 7.5 Re-direction Of Effort.
- 5 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 6 7.7 Consolidation and Redistribution of ACE:
- 7 8. Release of Catch Data.
- 8 9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it
9 applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not
10 considered administrative under this section.
- 11 10. Breach and Remedies for Breach.
- 12 10.1 Liquidated Damages Schedule and Schedule Amendments.
- 13 10.2 Enforcement Committee.
- 14 10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 15 10.4 Liquidated Damages Calculation.
- 16 10.5 Notice to Vessel Masters; Assumption of Liability.
- 17 10.6 Liquidated Damages Security.
- 18 10.7 Manager Action in Response to Apparent Breach.
- 19 10.8 Member Appeals.
- 20 10.9 Voluntary Compliance.
- 21 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 22 10.12 Distribution of Damages.

- 1 11. Joint Liability and Indemnification.
- 2 12. Membership Termination
- 3 15. Permit Transfer/Sale.
- 4 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold
- 5 Harmless.
- 6 17. Sector Membership Fees.
- 7 18. Binding Arbitration.
- 8 19. No Collective Marketing.
- 9 20. Amendment and Incorporation by Reference.

11 EXHIBIT C

12 HARVESTING RULES

- 13 2. QUOTA MANAGEMENT:
- 14 3. RESERVE:
- 15 4. SLOWING CATCH:
- 16 8. START TRIP NOTICE:
- 17 12. CATCH REPORTS:
- 18 16. DATA RECONCILIATION:
- 19 19. ADMINISTRATIVE EXEMPTION:
- 20 20. DATA MANAGEMENT:
- 21 22. SECTOR SPECIFIC EXEMPTIONS:

22
23

1 - 22.2 Administrative Exemption

2

3 23. DOCKSIDE MONITORING PROGRAM: Section 23 is enforceable except for the sub-sections,
4 23.2, 23.3, 23.4, which are administrative.

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

9 Exhibit D is administrative.

10

EXPLANATORY ADDENDUM

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

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

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

NEFS	Owner/Entity	Permit #	MRI #	Vessel Name
VI	Courier Fishing Co.	149690	342	Courier II
VI	Michael Walsh	310337	506	Altantic Prince
VI	Michael Walsh	147979	507	White Whaler
VI	Integrity Fishing Co.	320135	560	Trident (CPH)
VI	Seagold Fisheries Co.	330636	580	Navigator
VI	American Pride Fishing Co.	320378	610	American Pride
VI	Integrity Fishing Co.	330638	632	Guardian
VI	Barbara Joan Fisheries Co.	150775	638	1970 Boston Whaler
VI	Palombo Fishing Co.	320678	666	Timothy Michael
VI	America Fishing Corp.	330792	713	America
VI	Michael Walsh	149914	850	Tahoma
VI	Integrity Fishing Co.	150353	854	Skiff 2
VI	Seagold Fisheries Co.	149581	918	Barbara Anna II
VI	K.D.L. Fisheries	410501	919	Miss Lindsey II
VI	Integrity Fishing Co.	251242	1199	American Heritage
VI	Palombo Fishing Co.	149792	1540	Unnamed
VI	Palombo Fishing Co.	330555	1705	Unnamed
VI	Andrew Walsh	150747	1750	Skiff 4
VI	Palombo Fishing Co.	320780	3935	Freedom

Active Vessel Declaration Original Enrollment: (yes=x)	Doc/Reg #
x	610005
X	
x	600545
x	927059
x	1121393
x	945600

ACCSP_VESS_ID	NMFS_VESS_ID	VESSEL_NAME	ACCSP_VPERM_ID	CF_PERMIT_ID
79369	610005	ATLANTIC PRINCE	3888	154991
80375	600545	AMERICAN PRIDE	4214	154395
81787	1121393	AMERICA	4369	155251
80425	900545	FREEDOM	4518	1678
75337	927059	GUARDIAN	4323	155451
80425	900545	FREEDOM	4518	448
80529	674546	AMERICAN HERITAGE	3725	154991

CORPORATE_NAME	CF_NAME	LICENSE_NBR
	WALSH, MICHAEL	132197
AMERICAN PRIDE FISHING LLC ,		146667
AMERICA FISHING CORP.		141388
	WAKEMAN, PETER	MPURP000541
	WALSH, MICHAEL	75464
	DUCHARME, MARC	MPURP000428
	WALSH, MICHAEL	132197

LICENSE_TYPE	ISS_AGENCY	COUNT	STATE	PERMIT	MRI
OFFSHORE LOBSTER	0003	30	MA	310337	506
OFFSHORE LOBSTER-NON TRAP	0003	53	MA	320378	610
OFFSHORE LOBSTER-NON TRAP	0003	16	MA	330792	713
MULTIPURPOSE FISHING LICENSE	0004	3	RI	320780	3935
OFFSHORE LOBSTER-NON TRAP	0003	22	MA	330638	632
MULTIPURPOSE FISHING LICENSE	0004	26	RI	320780	3935
OFFSHORE LOBSTER	0003	44	MA	251242	1199

SECTOR

NEFS 6

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

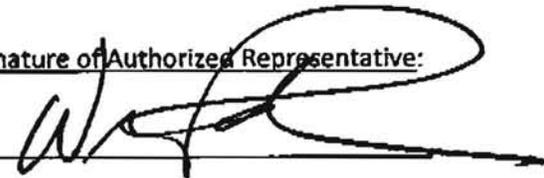
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:
x. 

Owner/Entity Name:
Palombo Fishing, Corp.

Name of Authorized Representative (print):
William R. Palombo

Title: President

List all permits including those listed in 2.0

Permit Number: 330555 MRI 1705

Permit Number: 320780 MRI 3935

Permit Number: 320768 MRI 1666

Permit Number: 149792 MRI 1540

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

Maia P. Corey
my commission expires
3/1/2011

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *Andrew Walsh*

Owner/Entity Name:

Andrew Walsh

Name of Authorized Representative (print):

Andrew Walsh

Title: *Owner*

List all permits including those listed in 2.0

Permit Number: *150747* MRI *1750*

Permit Number: _____ MRI _____

Notary Public:

On this *7* day of *Sep*, 20*10*, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of this (her) knowledge and belief.

Christina M. [Signature] (official signature and seal of notary)

My commission expires *2/4/10*

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI 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 AMERICA Doc/Reg # 1121393
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. Tory Bramante

Owner/Entity Name:

America Fishing Corp.

Name of Authorized Representative (print):

TORY BRAMANTE

Title: PRES.

List all permits including those listed in 2.0

Permit Number: 330792 MRI 713

Permit Number: _____ MRI _____

Notary Public:

On this 4 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Christina Williams (official signature and seal of notary)

My commission expires 2/14/16

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Miss Lindsey III Doc/Reg # 945600
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *[Handwritten Signature]*

Owner/Entity Name:

K.O. Fishiers

Name of Authorized Representative (print):

Michael Walsh

Title: Pres

List all permits including those listed in 2.0

Permit Number: 410501 MRI 919

Permit Number: _____ MRI _____

Notary Public:

On this 7 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his/her) knowledge and belief.
[Handwritten Signature] (official signature and seal of notary)
My commission expires 2/11/10

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI 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 Guardam Doc/Reg # 927059

Fishing Vessel Name American Heritage Doc/Reg # 674546

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. [Handwritten Signature]

Owner/Entity Name:

Integrity Fishing Corp

Name of Authorized Representative (print):

Michael Walsh

Title: Pres

List all permits including those listed in 2.0

Permit Number: 330638 MRI 632

Permit Number: 251243 MRI 1199

Permit Number: History MRI 560 CPH

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

On this 7 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____
(name of document signer, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/ (her) knowledge and belief.
[Handwritten Signature] (official signature and seal of notary)
My commission expires 3/4/10

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Atlantic Prince Doc/Reg # 610005
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *[Handwritten Signature]*

Owner/Entity Name:

Michael Walsh

Name of Authorized Representative (print):

Michael Walsh

Title: *Owner*

List all permits including those listed in 2.0

Permit Number: *147979* MRI *507*

Permit Number: *149914* MRI *850*

Permit Number: *310337* MRI *506*

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

On this *7* day of *Sep*, *2010*, before me, the undersigned notary public, personally appeared _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.
Cristina McNeil (official signature and seal of notary)
My commission expires *3/4/10*

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of September 1, 2010 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (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 VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *MW*

Owner/Entity Name:

Walsh seafood Prod inc

Name of Authorized Representative (print):

Michael Walsh

Title: *Pres*

List all permits including those listed in 2.0

Permit Number: *150711* MRI *606*

Permit Number: _____ MRI _____

Notary Public:

On this *7* day of *Sep*, 20*19*, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Cristina M. Lopez (official signature and seal of notary)
My commission expires *2/4/10*

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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3. Member acknowledges that; NEFS VI has adopted December 1, 2010 as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2011 fishing year. A Member who wishes to withdraw from NEFS VI 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 AMERICAN PRIDE Doc/Reg # 600545

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. Tory Bramante

Owner/Entity Name:

AMERICAN PRIDE FISHING CORP.

Name of Authorized Representative (print):

TORY BRAMANTE

Title: PRES.

List all permits including those listed in 2.0

Permit Number: 320378 MRI 610

Permit Number: _____ MRI _____

Notary Public:

On this 7 day of Sep, 2014 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.
Cristine McDaniel (official signature and seal of notary)
My commission expires 2/11/16

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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)

Fishing Vessel Name 149690 Doc/Reg # MS 4178AK

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. Tory Bramante

Owner/Entity Name:

COURIER FISHING CORP

Name of Authorized Representative (print):

TORY BRAMANTE

Title: PRES.

List all permits including those listed in 2.0

Permit Number: 149690 MRI 342

Permit Number: _____ MRI _____

Notary Public:

On this 7 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.
Christina M. [Signature] (Official signature and seal of notary)
My commission expires 3/4/16

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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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)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *Tory Bramante*

Owner/Entity Name:

SEA GOLD FISHERIES INC.

Name of Authorized Representative (print):

TORY BRAMANTE

Title: Pres.

List all permits including those listed in 2.0

Permit Number: 149581 MRI 918

Permit Number: 330636 MRI 580

Permit Number: _____ MRI _____

Notary Public:

On this 7 day of Sep, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Christina Di Lorenzo (official signature and seal of notary)

My commission expires 2/11/16

NORTHEAST FISHERY SECTOR VI
VI Northeast Fishery Sector, Inc.
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Signature of Authorized Representative:

x. Michael J. Fallon

Owner/Entity Name:

Barbara Joan Fisheries Inc

Name of Authorized Representative (print):

Michael J Fallon

Title: President

List all permits including those listed in 4.

Permit Number: W0775 MRI 638

Permit Number: _____ MRI _____

Notary Public:



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



The Commonwealth of Massachusetts
William Francis Galvin

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

COURIER FISHING, INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: COURIER FISHING, INC.

Entity Type: Domestic Profit Corporation

Identification Number: 000635599

Old Federal Employer Identification Number (Old FEIN): 000000000

Date of Organization in Massachusetts: 11/09/1998

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 00 / 00

The location of its principal office:

No. and Street: GAUTHIER & BOARDWAY, CPA'S

7 ESSEX GREEN DR. SUITE 51

City or Town: PEABODY State: MA Zip: 01960 Country: USA

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

No. and Street:

City or Town: State: Zip: Country:

Name and address of the Registered Agent:

Name: SALVATORE BRAMANTE

No. and Street: 14 ALYSSA DRIVE

City or Town: WAKEFIELD State: MA Zip: 01880 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	SALVATORE BRAMANTE	14 ALYSSA DR., WAKEFIELD, MA USA
TREASURER	SALVATORE BRAMANTE	14 ALYSSA DR., WAKEFIELD, MA USA
SECRETARY	SALVATORE BRAMANTE	14 ALYSSA DR., WAKEFIELD, MA USA
DIRECTOR	SALVATORE BRAMANTE	14 ALYSSA DRIVE WAKEFIELD, MA 01880 USA

business entity stock is publicly traded:

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

issue:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.				

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

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

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment

Comments



The Commonwealth of Massachusetts
William Francis Galvin

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

INTEGRITY FISHING CORPORATION Summary Screen



Help with this form

Request a Certificate

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

The name was changed from: KDL, INC. on 3/31/1997

Merged with INTEGRITY FISHING CORPORATION on 3/31/1997

Entity Type: Domestic Profit Corporation

Identification Number: 043265703

Old Federal Employer Identification Number (Old FEIN): 000491024

Date of Organization in Massachusetts: 02/08/1995

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 00 / 00

The location of its principal office:

No. and Street: 204 CEDAR STREET

City or Town: STOUGHTON

State: MA

Zip: 02072

Country: USA

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

No. and Street:

City or Town:

State:

Zip:

Country:

Name and address of the Registered Agent:

Name:

No. and Street:

City or Town:

State:

Zip:

Country:

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MICHAEL F. WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
TREASURER	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
SECRETARY	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
DIRECTOR	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA
DIRECTOR	MICHAEL F. WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA

business entity stock is publicly traded:

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	15,000	\$0.00	2,000

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

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

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment

Comments

National Marine Fisheries Service

NMFS vessel/fishery data as of March 1, 2011, 4:17 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: SKIFF 4
Northeast Federal Fishery Permit: 150747
US Coast Guard Doc #/State Registration # : MS5439AU
Primary Owner|Corporation Name: ANDREW WALSH
Address:
204 CEDAR
STOUGHTON, MA 02072
Phone: (781) 316-7675

Hailing Port: BOSTON, MA.
Principal Port: BOSTON, MA.

Sector: NEFS 6

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Category

Description

BLUEFISH - COMMERCIAL - 2010

BLACK SEA BASS - COMMERCIAL MORATORIUM - 2010

SPINY DOGFISH - COMMERCIAL - 2010

SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010

HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010

AMERICAN LOBSTER - NON -TRAP - 2010

MONKFISH - INCIDENTAL CATEGORY E - 2010

NE MULTISPECIES - INDIVIDUAL DAS - 2010

RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010

SCUP - COMMERCIAL MORATORIUM - 2010

SKATE - 2010

LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2010

SQUID/BUTTERFISH - INCIDENTAL - 2010

ATLANTIC MACKEREL - 2010



The Commonwealth of Massachusetts
William Francis Galvin

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

Special Instructions

Articles of Organization
(General Laws, Chapter 180)

Federal Identification Number: 001003653

ARTICLE I

The name of the corporation is:
VI NORTHEAST FISHERY SECTOR, INC.

ARTICLE II

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

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

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

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

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

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

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

ARTICLE III

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

NOT PRESENTLY APPLICABLE.

ARTICLE IV

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

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

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

ARTICLE V

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

ARTICLE VI

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

Later Effective Date:

ARTICLE VII

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

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

No. and Street: 4 PARKER STREET

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

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

Title: PRESIDENT		Expiration of Term: Until successor is elected and qualified
First Name: MICHAEL	Middle Name:	Last Name: WALSH
Residential Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Post Office Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Title: TREASURER		Expiration of Term: Until successor is elected and qualified
First Name: MICHAEL	Middle Name:	Last Name: WALSH
Residential Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Post Office Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Title: CLERK		Expiration of Term: Until successor is elected and qualified
First Name: MICHAEL	Middle Name:	Last Name: WALSH
Residential Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Post Office Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Title: DIRECTOR		Expiration of Term: Until successor is elected and qualified
First Name: MICHAEL	Middle Name:	Last Name: WALSH
Residential Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		
Post Office Address: 204 CEDAR STREET		
City: STOUGHTON	State: MA	Zip: 02072
Country: USA		

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

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

Name: VITO GIACALONE

No. and Street: 10 WITHAM STREET

City or Town: GLOUCESTER

State: MA

Zip: 01930

Country: USA

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

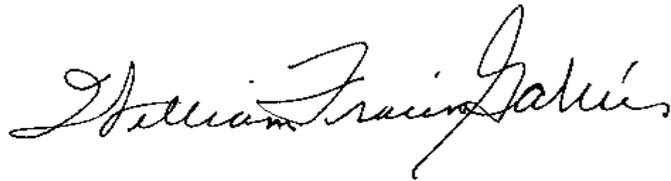
IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General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

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

MICHAEL WALSH

THE COMMONWEALTH OF MASSACHUSETTS

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

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

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

VI NORTHEAST FISHERY SECTOR, INC. Summary Screen



Help with this form

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 001003653

Date of Organization in Massachusetts: 05/26/2009

Current Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 42-44 BOSTON FISH PIER
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

The name and address of the Resident Agent:

Name: MICHAEL WALSH
No. and Street: 204 CEDAR ST.
City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MICHAEL WALSH	204 CEDAR STREET STOUGHTON, MA 02072 USA	Until successor is elected and qualified
TREASURER	SALVATORE BRAMANTE	14 ALYSSA DR. WAKEFIELD, MA 01880 USA	
CLERK	SALVATORE BRAMANTE	14 ALYSSA DR. WAKEFIELD, MA 01880 USA	
DIRECTOR	MICHAEL WALSH	204 CEDAR STREET STOUGHTON, MA 02072 USA	Until successor is elected and qualified

Consent Manufacturer Confidential Data Does Not Require Annual Report

Partnership Resident Agent For Profit Merger Allowed

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

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

Comments

FEDERAL IDENTIFICATION
NO. _____
Fee: \$10.00

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

001003053

CERTIFICATE OF APPOINTMENT OF RESIDENT AGENT (General Laws, Chapter 180, Section 10C)

I, Michael Walsh, *Clerk / *Assistant Clerk

of VI NORTHEAST Fishery Sector, Inc.
(Exact name of corporation)

having a principal office at 42-44 BOSTON FISH PIER, BOSTON MA 02110
(Street address of corporation in Massachusetts) USA

certify that pursuant to General Laws, Chapter 180, Section 10C, said corporation has appointed the following *individual / *corporation as its resident agent, to be its true and lawful attorney upon whom all lawful processes in any action or proceeding against it may be served:

MICHAEL WALSH, VI NORTHEAST Fishery Sector, Inc
(Exact name of *individual / *corporation)

of 204 CEDAR STREET STONINGTON, MA 01071
(Business and residential address if individual / business address if corporation)

or 42-44 BOSTON FISH PIER, BOSTON MA 02110

**I further certify that the following is a true copy of the vote of the directors, duly adopted appointing said resident agent:

By Unanimous Vote

and that to the best of my knowledge and belief, the residential and business addresses stated above are those of the resident agent.

SIGNED UNDER THE PENALTIES OF PERJURY, this 27th day of April, 20 10,

[Signature], *Clerk / *Assistant Clerk.

*Delete the inapplicable words.

**Indicate the complete tally of the vote of the directors, duly adopted, appointing said resident agent.

THE COMMONWEALTH OF MASSACHUSETTS

CERTIFICATE OF CHANGE OF ADDRESS OF RESIDENT AGENT

(General Laws, Chapter 180, Section 10C)

000008

I hereby approve the within Certificate of Change of Address of Resident Agent and, the filing fee in the amount of \$ 10 having been paid, said certificate is deemed to have been filed with me this 4 day of May, 20 10.

1114668



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

SECRETARY OF THE
COMMONWEALTH
2010 MAY -4 PM 4: 09
CORPORATIONS DIVISION

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF NON-PROFIT CORPORATIONS (General Laws, Chapter 180, Section 6D)

I, Salvatore Bramante, *Clerk / *Assistant Clerk
of VI Northeast Fishery Sector, Inc.
(Exact name of corporation)
having a principal office at 42-44 Boston Fish Pier, Boston, MA 02110
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

	NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
President:	Michael Walsh	204 Cedar St Stoughton MA 01072	
Treasurer:	SALVATORE, Bramante	14 Alyssa Drive Waketield, MA 01880	
Clerk:	SALVATORE BRAMANTE	14 Alyssa Drive Waketield, MA 01880	
**Assistant Clerk:			
Directors:	Michael Walsh	204 Cedar Street STOUGHTON, MA 01072	

SECRET
OFFICE OF THE
COMMISSIONER
2010 MAY 10 PM 3:29
COMM. OF REG. DIVISION

SIGNED UNDER THE PENALTIES OF PERJURY, this 5th day of MAY, 2010.

Salvatore Bramante, *Clerk / *Assistant Clerk.

*Delete the inapplicable words.

**Please provide the name and residential address of the assistant clerk if he/she is executing this certificate of change.

FEDERAL IDENTIFICATION
no. _____
Fee: \$10.00

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

001003653

CERTIFICATE OF CHANGE OF PRINCIPAL OFFICE (General Laws, Chapter 180, Section 10C)

* I, *John Brown*, *Clerk / *Assistant Clerk

of VI NORTHEAST FISHERY SECTOR, INC.
(Exact name of corporation)

having a principal office at 44 PARKER STREET, GLOUCESTER, MA 01930
(Street address of corporation in Massachusetts)

do hereby certify that pursuant to General Laws, Chapter 180, Section 10C, the directors of said corporation have changed the location of the principal office of the corporation to:

42-44 BOSTON FISH PIER, BOSTON MA 02110
(New street address of corporation in Massachusetts including number, street, city or town and zip code.)

5-26-09

SIGNED UNDER THE PENALTIES OF PERJURY, this 14th day of MAY, 20 10

* *John Brown*, *Clerk / *Assistant Clerk.

*Delete the inapplicable words.

THE COMMONWEALTH OF MASSACHUSETTS

CERTIFICATE OF CHANGE OF PRINCIPAL OFFICE
(General Laws, Chapter 180, Section 10C)

104

I hereby approve the within Certificate of Change of Principal Office
and, the filing fee in the amount of \$ _____ having been paid,
said certificate is deemed to have been filed with me this _____ day
of _____, 20 _____.

PAY TO THE ORDER OF
BANK OF AMERICA
BOSTON, MA 02110
FOR DEPOSIT ONLY
COMM OF MASS SECRETARY OF STATE
GENERAL ACTIVITY ACCOUNT
00000152855

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SECRETARY OF THE
COMMONWEALTH
2010 MAY 17 AM 10:39
OFFICE OF THE SECRETARY OF STATE

1115739