

**GB Cod Fixed Gear Sector
Fishing Year 2012
FINAL Operations Plan and Agreement**

Submitted May 3, 2012 (v5)

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1st day of May, 2012 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

RECITALS

WHEREAS, under Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as “Amendment 13” and the plan shall be referred to as the “Plan”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

WHEREAS, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the National Marine Fisheries Service (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs are available to the Sector, and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

WHEREAS, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

WHEREAS, on April 9, 2010, Amendment 16 to the Northeast Multispecies Fishery Management Plan (“Amendment 16”) authorized new sectors, the allocation of other groundfish stocks to all sectors, and additional exemptions from fishery management regulations; and

WHEREAS, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members' obligations thereunder, in order to incorporate changes promulgated by Amendment 16 and subsequent NMFS policies, and to account for the circumstances of the 2012 Fishing Year ("FY").

NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Article I. Representations and Warranties of the Members.

As of the date hereof, each of the Members represents and warrants to the other Members and the Sector that:

Section 1.01. **Sector Qualification.**

To be eligible and recognized, a sector must include three or more persons, none of whom have ownership interests in at least two other persons' vessels in the sector. Having an ownership interest in a permit/vessel includes, but is not limited to, persons or entities who are shareholders, officers, or partners, in a corporation owning a permit/vessel; who are partners to a permit/vessel owner; or who, in any way, partly own a permit/vessel. Other factors that may indicate ownership interest include whether a permit/vessel owner derives any financial benefit, or exercises any control over, another permit/vessel. NMFS interprets permit ownership as including permits in Confirmation of Permit History ("CPH"). The Sector's compliance with the ownership provision is included in Exhibit G.

Section 1.02. **Eligibility.**

To be eligible for participation in the Sector each Member must have been issued a valid limited access multispecies permit with or without documented landings of regulated species between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the "Qualifying Period"). Those Sector permits that committed to either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010 FY will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector permits will qualify under the previously-described Qualifying Period. Each such permit which the Member intends to enroll in the Sector is listed below such Member's name on the signature pages and Exhibit B hereto (each, a "Permit"). Notwithstanding the list of Participating Vessels set forth on the signature pages hereto, for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at any given time.

Section 1.03. **Organization and Authority.**

Each Member (i) to the extent that it is an entity, is duly organized, validly existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Article II. Membership.

Section 2.01. **Voluntary Membership.**

Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

Section 2.02. **Scope of Membership Obligations.**

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels and not to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms hereof to the extent that such Permits or Participating Vessels are fishing commercially (i) with gear that is capable of harvesting regulated multispecies managed under the Plan. Notwithstanding the foregoing, each Member is required to provide the Manager with the information requested in Exhibit D, including but not limited to a list of all federal and state permits assigned to participating vessels. Sector Members, from time to time, may be permitted to participate in SAPs or any other pilot program, or to access any closures as authorized by NMFS. It may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules and regulations, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

Section 2.03. **Length of Commitment.**

Each Member hereby agrees to cause each of its Permits and any related Participating Vessels to remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the "Commitment Period"); provided, however, that if NMFS shall not approve the

Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member's Commitment Period, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the last fishing year for which the Sector's Operation Plan and Agreement shall have received approval from NMFS. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, (i) such Member shall be subject to penalties as described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit, any permit in which the Member has a business interest, and the related Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years following the date of such departure from the Sector. Each Member acknowledges and agrees that 50 CFR 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector. Notwithstanding the foregoing requirements, a Member that executes this Agreement prior to the time the final Annual Catch Entitlement ("ACE") is provided to the Sector by NMFS, may terminate the Agreement without penalty within fourteen (14) days of the initial ACE has been promulgated by NMFS and/or the Council unless otherwise prohibited by Sector policy.

Section 2.04. **New Members.**

The owner of a permit that is eligible under the criteria set forth in Section 1.01 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is not so enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. Such application shall be made in writing and shall include evidence of eligibility. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be effective until such new Member has agreed in writing to be bound by, and to cause its Permit and/or Participating Vessel to comply with, the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

Section 2.05. **Permit Transfers.**

Each Member agrees that so long as it is a party to this Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit not enrolled in an approved sector, and (iii) shall comply with the right of first refusal provisions of Section 2.06 hereof prior to the consummation of any proposed sale, lease or transfer permitted

hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual or entity (a “Transferee”) in compliance with the foregoing sentence, then (a) such Transferee shall only be permitted to participate in the Sector for the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year immediately following the Transfer Year, the Transferee must apply for admission to the Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance of all doubt, for the purposes of calculating a Member’s Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

Section 2.06. **Right of First Refusal - Permit.**

In the event that any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a “Transfer”) its Permit to any proposed Transferee who shall make a good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring Member shall first deliver to the Sector a written notice (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and the material terms and conditions upon which the proposed Transfer is to be made (the date on which the Sector receives the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Sector shall have a period of 5 business days following the First Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the Permit at the price and subject to the same material terms and conditions set forth in the First Refusal Notice. The Sector shall exercise its right to purchase or lease such Permit by delivering a written notice (“Election Notice”) to the Transferring Member within the Election Period. In the event that the Sector desires to purchase the Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an agreement for the benefit of the Sector, containing standard and customary representations, warranties, covenants and indemnities by the Transferring Member for the benefit of the Sector. If the Sector has not elected to purchase the Permit within the Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days following the termination of the Election Period, the Transferring Member may not Transfer the Permit without complying again with all the provisions of Section 2.05 and this Section 2.06.

Section 2.07. **Membership Dues.**

The Sector shall, to the extent necessary for the payment of the costs and

expenses associated with the administration and management of the Sector (including but not limited to the payment of the Manager's salary and payment of outstanding loans and debts), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

Section 2.08. **Disclosure Agreement.**

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the Manager of the GB Cod Fixed Gear Sector of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data, Sector at-sea and dockside monitoring data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records.

Article III. ADMINISTRATION

Section 3.01. **Sector Manager.**

The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the "Manager"), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. The Sector will maintain Eric O. Brazer Jr. as Manager for FY201. As of the date of this document submission (May 3, 2012), the additional contact able to act on behalf of the Sector is the President of the Sector's Board of Directors – Jim Nash.

Section 3.02. **Manager Authority.**

The Manager shall have the authority (i) to monitor the activities of the Members and the Participating Vessels and to take such other actions as may be necessary to ensure compliance by the Members and their Permits and Participating Vessels with this Agreement and other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, as well as applicable laws, rules and regulations, and (ii) subject to the authority of the Board or a committee delegated thereby pursuant to Section 3.03 of this Agreement, the Sector's Bylaws or any other agreement relating to the Sector's internal governance, to enforce this Agreement, including specifically, without

limitation, the authority to impose penalties set forth in the Schedule of Penalties (as hereinafter defined). The Manager shall also act as the liaison between NMFS and the Sector.

Section 3.03. Infractions Committee.

The Board shall appoint an Infractions Committee (the “Committee”) to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Committee shall be comprised of five (5) Members of the Sector. Board members shall not be eligible for appointment to the Committee. The Committee shall prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Board shall review and approve any Schedule of Penalties prepared and recommended by the Committee prior to the commencement of the fishing year for which such Schedule of Penalties has been prepared. If such a decision is not made prior to the start of the fishing year, the previous year’s Schedule of Penalties will remain in place. In addition, the Committee, on its own or at the request of a Manager or Member pursuant to Section 3.04 hereof, shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include requesting expulsion of the violating Member under Section 7.02 and issuing a “stop fishing” order against such Member.

Section 3.04. Procedures for Investigations.

In addition to the Manager’s authority to impose penalties under the Schedule of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager’s or Member’s opinion that an infraction occurred. The Committee shall operate as a “blind” committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, and the Manager, to investigate the matter further and to recommend action, if any, to the full Committee. Such Committee member assignments shall be rotated. If, upon

the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to (in addition to the imposition of any penalties prescribed in the Schedule of Penalties), invoke sanctions, ranging from letters of warning to reductions in allocation of days-at-sea allotted ("DAS") to the Member, its Permits and its Participating Vessels by the Sector, allocation seizures, or issue stop fishing orders. The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, the Framework Adjustment, Amendment 13 and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Committee action shall be taken in accordance with Section 7.04 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

Section 3.05. Sector Reporting Requirements.

Within 60 days of the end of the fishing year or at a time determined by NMFS, the Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the number of Sector vessels that fished for regulated groundfish, the permit and MRI numbers of those vessels, the number of vessels that fished for other species, the method used to estimate in-season discard rates as provided by NMFS, the landing ports used by Sector vessels while landing regulated groundfish, the harvest levels of all regulated groundfish species by Sector vessels (landings and discards by gear type), any enforcement actions taken against the Members, their Permits or Participating Vessels, and any other information requested by the Regional Administrator.

In addition to the annual report, the Manager shall, on a weekly basis, transmit to NMFS the following reports:

Sector Manager ACE Status Report: The ACE Status Report provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16. Information includes the original ACE at the start of the FY, the current ACE, harvested ACE, and the percent harvested to date.

Sector Manager Detail Report: The Sector Manager Detail Report provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.

Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement, data quality, or other issues. The sector manager submits one issue report per reporting period.

The Sector uses the NMFS JIRA issue tracking application to report all data quality issues to the appropriate personnel for research and correction activities. Provided the issues are directed to the appropriate personnel in a timely manner and that claimed corrections are actually completed to the satisfaction of the Sector, JIRA will allow issues to be well-monitored throughout the correction process.

Additional information on the requirements for the weekly reports can be found in the Fishery Data Services Division (FDSD) Publication: Preparing the Sector Manager Report, available online at www.nero.noaa.gov/sfd/SectorManagers.html

Weekly reports will include any enforcement or reporting compliance issues, including violations of sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with dockside monitoring or sector operations during the reporting period.

Such administrative provisions include but are not limited to internal Sector reporting and financial requirements, and general violations of internal Sector agreements/policies.

The reporting due date for the Manager's weekly report will be increased to daily when either 80% of any of the Sector's ACEs is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion of any ACE is harvested, whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of Maine cod for that sector, and the following week harvests 22% of that remaining ACE, the trigger will have been reached and sector reporting will be changed to daily. The Manager will notify NMFS by email when a threshold has been reached.

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

The Manager will submit required reports using the format and procedure prescribed by NMFS.

Article IV. ANNUAL CATCH ENTITLEMENT.

Section 4.01. Sector Allocation.

The Sector will be allocated an ACE of all regulated groundfish stocks pursuant to Amendment 16. Such allocation shall include stocks that are managed under the terms of the US/CA Resource Management Understanding (“EUSCA”), as applicable. For those permits that committed to the Sector as of March 1, 2008, the proportional Sector ACE will be calculated based on landings of GB cod during the period FY 1996-FY 2001, divided by the total landings of GB cod during that period. For all other Sector permits, the proportional ACE will be calculated based on the landings of GB cod during the period FY 1996-FY 2006, divided by the total landings of GB cod during that period but proportionately reduced by the amount of the permits that received PSCs based on landings of GB cod during the period FY 1996-FY 2001. Sector ACE for additional groundfish stocks (i.e. not GB cod) allocated by Amendment 16 will be based on the landings history of each permit during the time period FY 1996-FY 2006.

Section 4.02. Annual Distribution.

Each Member hereby acknowledges and agrees that the ACE of all stocks, as authorized by Amendment 16, the Framework Adjustment and NMFS to the Sector, shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of regulated groundfish stocks allocated by Amendment 16 equal to, but not greater than, the ACE for each stock, as further set forth on Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at any time during the fishing year the Board determines that the ACE may not be fully harvested, the Board shall, subject to the provisions of Section 4.02, redistribute the ACE, through weekly quota targets or otherwise, to ensure that the ACE is fully harvested. In addition, to the extent that the ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted ACE through DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly harvested by the Members.

Prior to the commencement of the FY, the Board shall make an initial distribution of the Sector’s ACE to Members based on the Members’ fishing history. After the initial allocation of individual ACE is made, and at any time during the fishing year, Members are free to pool, transfer, or lease any ACE attributed to their Permit(s) to any other Member subject to advance approval of Manager. Such requests shall be made in writing to the Manger in a timely manner.

Members with or without ownership interests in multiple Permits may consolidate individual ACE to harvest from a single or fewer vessels. Such

consolidation shall be approved by the Manager prior to validation, and requests shall be made to the Manager in a timely manner. ACE from Vessels designated as “Lease Only” (Exhibit D) may be leased by Vessels designated as “Active Commercial Groundfish.”

For FY 2012, the Sector has 105 permits currently enrolled. Of these permits, 37 or 35% are anticipated to actively fish for NE groundfish in FY 2012. While these numbers may change, the Sector expects that, compared to FY 2011, there would be no change from the consolidation that previously occurred among Members during FY2011. The member permits that are not attached to active NE multispecies vessels in FY2012 are the same permits that leased out their ACE in FY2011. In most cases, a Member who owns multiple permits fished the ACE (or DAS if in the Common Pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

Section 4.03. **Reserve.**

Each Member agrees that the Board shall, in its sole discretion, establish a reserve for each allocated stock in order to ensure that the Sector remains in compliance with its ACE limits; provided, however, that such reserves shall not exceed twenty (20) percent of any ACE. The amount of the reserve shall be deducted at the beginning of the fishing year from each Member’s permit on a pro rata basis once ACE has been distributed to the Members.

Section 4.04. **Release of Reserve.**

If the Board, subsequent to the establishment of a reserve pursuant to Section 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will be fully harvested by the Participating Vessels, the Board shall, at its discretion, release and authorize the harvesting of the reserve so as not to exceed the ACE for any species unless additional ACE can be acquired.

Section 4.05. **ACE Transfer.**

Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit to another sector, that Member shall submit an ACE transfer request to the Manager in writing at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days may be accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified. Any ACE transfer must adhere to any internal transfer policies, including but not limited to a Right of First Refusal policy, as approved by the Board.

Section 4.06. **ACE Carryover.**

If the Sector expects to have unused ACE at the end of the fishing year, an amount not to exceed ten (10) percent of the original Sector ACE may be carried forward into the next fishing year, unless otherwise determined by NMFS. Prior to such a carryover, the Board shall determine whether unused ACE is needed to cover existing or potential ACE overages.

Section 4.07. **ACE Overage.**

The Sector is responsible for preventing ACE overages during the fishing year. The Sector must cease all fishing operations in the appropriate stock area when the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. NMFS may find Members and the Sector jointly and severally liable for, among other violations, any ACE overage and may assess penalties accordingly. If ACE is exceeded, the overage shall be deducted from the following year's ACE.

The Member is responsible for preventing individual ACE overages during the fishing year. The Member must cease all fishing operations in the appropriate stock area when the Member achieves or exceeds any ACE, unless otherwise determined by the Board. The Member may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. If any Member exceeds its allocation of ACE, it may be subject to penalties in accordance with Exhibit A and may have its future allocation reduced by an amount equal to the overage or more.

If a Member that causes the Sector to exceed any ACE leaves the Sector the following year, any reduction in the Sector's ACE or reduction in DAS will follow that Member's permits that left the Sector in the form of DAS reductions if the Member joins the Common Pool, or pound-for-pound ACE reduction in a new sector. Additional penalties may also be invoked by the Board in accordance with Exhibit A.

NMFS will withhold 20 percent of each ACE at the beginning of the fishing year for a period of 61 days to allow time to process any year-end transfers of ACE and to determine whether any reductions in ACE are necessary due to overage in the previous year, unless otherwise determined by NMFS.

Section 4.08. **Available ACE.**

For a Member to be able to fish commercially with any gear capable of harvesting regulated groundfish species, both the Member and the Sector must have available ACE. Alternately, the Member may draft an internal ACE trade agreement with another Member to "cover" harvested ACE. Further, ACE must be available to account for interactions with allocated regulated groundfish stocks in non-target fisheries in which groundfish catch applies to the Sector's ACEs, including directed monkfish and skate trips, which are likely to be taken by Members. All monitoring and reporting requirements will be maintained in

non-target fisheries to account for available ACE.

Section 4.09. **Discards.**

The Sector Manager (or his/her designated representative) will derive stock-specific discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS method to estimate “in-season” discard rates.

Article V. VESSEL OPERATIONS AND EXEMPTIONS.

Section 5.01. **Proof of Sector Membership.**

Each Member agrees that its Participating Vessels shall maintain on-board at all times a Letter of Authorization from NMFS verifying such Participating Vessels’ participation in the Sector, contact information for the Manager, and a copy of the Operations Plan and Agreement in effect for the current fishing year, except when such Participating Vessels are fishing as charter/party vessels.

Section 5.02. **Gear Restrictions.**

Each Member agrees that its Participating Vessels shall not fish for regulated groundfish species with any gear other than rod-and-reel/(jigs), demersal longline, handgear or sink gillnets.

Section 5.03. **Stock Areas.**

Each Member agrees that it shall not fish commercially with gear that is capable of harvesting regulated groundfish species unless the Member has available ACE for all stocks for the area being fished or such an agreement as mentioned above. To the extent that ACE availability allows, Sector members would fish within the entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the Southern New England RMA. Primary fishing effort would occur in the Georges Bank RMA, with secondary effort occurring in the Gulf of Maine RMA and Southern New England RMA.

Section 5.04. **Operators.**

Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement as they may be modified from time to time by the Board. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement.

Section 5.05. **Designated Landing Ports.**

To enable the Members and the Manager to monitor, observe and verify catches, each Member agrees that each of its Participating Vessels will offload catch in the following designated ports:

- Provincetown, MA;
- Aunt Lydia's Cove, Chatham, MA;
- Stage Harbor, Chatham, MA;
- Saquatucket Harbor, Harwich, MA;
- Allen's Harbor, Harwich, MA;
- Wychmere Harbor, Harwichport, MA;
- Sesuit Harbor, Dennis, MA;
- Gloucester, MA;
- Barnstable Harbor, Barnstable MA;
- Plymouth Harbor, Plymouth, MA;
- Scituate, MA.

Section 5.06. Landing Port Exceptions.

Landings in ports, remote or otherwise, other than those listed in Section 5.05 hereof are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager; provided, the Manager determines that the excepted landings will not impair effective enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted in the sole discretion of the Manager and may include but are not limited to issues of vessel safety, inclement weather, and changing fishing conditions. The Manager shall report to NMFS any landing port exceptions that are of a significant or prolonged nature, which would include but would not be limited to the number of landing port exemptions granted to a vessel more than one time per month and the anticipated timeframe for which landing port exemptions are to be granted if that timeframe is greater than two days, including until further notice. These exceptions may be granted for the following reasons, including but not limited to the following examples: inclement weather, other safety concerns, and/or at the discretion of the captain.

Section 5.07. Observed Offloading.

Each Member agrees that, in order to enhance the monitoring and enforcement of the provisions in this Agreement, the Manager may request that an observer be present during offloading operations. If such a request is made, each Member agrees not to permit its Participating Vessel(s) to offload retained catch until the Manager or his designee is present.

Section 5.08. Advanced Notice of Offloading.

Vessels shall notify the Manager and/or NMFS Office of Law Enforcement ("OLE") through the vessel's Vessel Monitoring System ("VMS") or other means at least 6 hours prior to landing for trips greater than 6 hours in length. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port and estimated time of offload will be provided

in the trip start haul if required; if not, the trip end haul will serve this function. The trip end haul will be sent upon completion of the last tow or haul with required updated information. An alternative timing for the trip end haul may be implemented during FY 2011 if agreed upon by the Sector, the monitoring provider, and NMFS. Notification shall be made in accordance with the regulations at 648.10(k)(1)(iii) .

Section 5.09. **Redirection of Effort.**

The Members acknowledge that redirection of fishing effort onto stocks not managed under the Plan may occur as a result of insufficient ACE for a directed fishery on regulated groundfish species, and/or additional opportunities to target an abundance of non-regulated-groundfish species. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort that may occur and include that information in the Manager's reports to NMFS. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

During FY2010, Sector vessels primarily participate in the following non-regulated-groundfish fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Skates (extra-large mesh sink gillnets)
- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FY2011, Sector vessels primarily participated in the following non-regulated-groundfish fisheries

- Monkfish (extra-large mesh sink gillnets)
- Skates (extra-large mesh sink gillnets)
- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FY2012, the Fixed Gear Sector anticipates similar participation in the above-mentioned non-regulated groundfish fisheries.

Section 5.10 **Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

- Trip limits on all stocks for which a sector receives an ACE (except halibut, ocean pout, windowpane flounder, SNE/MA winter flounder until an allocation is available, and Atlantic Wolffish).
- Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).
- All groundfish DAS restrictions.

- Rolling closures except for Blocks 124 and 125 in April, Blocks 132 and 133 in April-May, Block 138 in May, Blocks 139 and 140 in May-June, and Blocks 145, 146, 147, and 152 in June.

The Sector will further be exempt from the following regulated groundfish management measures (approved at the commencement of FY2011):

1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.
2. 20-Day Spawning Block.
3. Limitation on the Number of Gillnets for Day Gillnet Vessels.
4. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear.
5. Limitation on the Number of Gillnets that May be Hauled on GB when Fishing Under a Groundfish/Monkfish Days-at-Sea (DAS).
6. Limitation on the Number of Hooks that May be Fished.
7. Length and Horsepower Restrictions of the DAS Leasing Program.
8. Gulf of Maine (GOM) Sink Gillnet Mesh Exemption January through April.
9. Extension of the GOM Sink Gillnet Mesh Exemption through May.
10. Prohibition on discarding unmarketable fish.
11. Submission of Daily Catch Reports by Sector Managers for Vessels that Fish in the CA I Hook Gear Haddock SAP.
12. Gear requirements in the USCA Management Area.
13. Vessel Monitoring System Requirements when a Vessel is at the Dock.
14. Dockside Monitoring (DSM) requirements for Vessels Fishing West of 72°30' W. long.
15. DSM Requirements for Handgear A-permitted Sector Vessels.
16. DSM for monkfish trips in the monkfish SFMA

The Sector will additionally be exempt from the following regulated groundfish novel management measures (approved for FY 2012 and published in the Federal Register on May 2, 2012):

- 1. Prohibition on Fishing Inside and Outside the CAI Hook Gear Haddock SAP while on the same trip.**
- 2. 6.5-inch minimum mesh size requirement for trawl nets (to allow 6-inch mesh)**
- 3. Prohibition on a Sector Vessel Hauling Another Sector Vessel's Demersal Longline Gear.**
- 4. The requirement to declare intent to fish in the EUSCA SAP and the CAII Yellowtail Flounder/Haddock SAP prior to leave the dock.**

Similar to FY2011, the Sector expects the opportunity to incorporate any approved exemption granted to other sectors that may not appear on this list, prior to the start of FY2012. Furthermore, the Sector expects any approved

exemption requested by the Sector be made available to other sectors that agree to adhere to such regulations.

Upon approval, each Sector Vessel will be issued an LOA specifying exemptions granted. Vessels must comply with all applicable Federal Regulations and laws not specifically exempted in the LOA.

Section 5.11. **SAPs and Other Special Management Programs.**

Sector members may participate in SAPs or any other pilot/EFP/LOA program, or special management programs as authorized by NMFS as long as the Sector has available ACE.

Article VI. CATCH MONITORING AND VERIFICATION; CERTAIN OTHER MEMBERSHIP REQUIREMENTS.

Section 6.01. **Sector Hails/Reporting.**

Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary prior to departing from port on a commercial fishing trip when commercial fishing with gear capable of harvesting regulated groundfish. Such notification shall include vessel name, permit number, and any other information as determined by the Manager. In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16. Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary in accordance with Section 5.08 hereof with species-specific landings, and any other information as requested by NMFS.

Section 6.02. **Participating Vessel Catch Reports.**

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector's aggregate catch information that is generated from such records.

Section 6.03. **Dealer Reporting.**

Each Member agrees to (i) sell the catch of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip, access to an electronic copy of these data on a weekly basis, and a paper copy of the pack-out slip within 24 hours of offloading retained catch. Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the provisions of this Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

Section 6.04. **Catch Verification.**

The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's catch records with the dealer reports for such Participating Vessel on a continuing and frequent basis if the Members maintain compliance with Section 6.02 and 6.03. If the Manager identifies a discrepancy between these or any other available catch verification data, he shall notify the affected Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy in a timely manner.

Section 6.05. **Monitoring Vendors.**

Should the Sector elect to maintain a Dockside Monitoring Program in FY2012, the following Monitoring Vendors are candidates for administering the Sector's Dockside Program:

A.I.S., Inc.

89 North Water Street
New Bedford, MA 02747
Phone: (508) 990-9057
Primary Contact: Jo Michaud, jo@aisobservers.com
Secondary Contact: Luke Szymanski, lukes@aisobservers.com

Atlantic Catch Data Ltd.

99 Wyse Road, Suite 815
Dartmouth, Nova Scotia
CANADA B3A 4S5
Phone: (902) 422-4745

Primary Contact: Greg Connor, gconnor@atlanticcatchdata.ca

East West Technical Services

34 Batterson Drive
New Britain, CT 06053
Phone: (860) 223-5165
Primary Contact: Jerry Cygler, jerry@ewts.com
Secondary Contact: Karl Cygler, karl@ewts.com

MRAG Americas

65 Eastern Ave.
Unit B2C
Essex, MA 01929
Phone: (978) 768-3880
Primary Contact: Jennie Harrington, jennie.harrington@mragamericas.com
Secondary Contact: Bob Trumble, Bob.trumble@mragamericas.com

Saltwater Inc.

733 N. Street
Anchorage, AK 99501
Phone: (907) 276-3241
Primary Contact: Tim Carroll, tim@saltwaterinc.com

The Sector may contract a provider(s) from the above-list that has been approved by NMFS provide dockside monitoring services prior to May 1, 2012 and notify NMFS of its selection. Any providers that are approved by NMFS but not contained in the above-list will be considered as well. NMFS shall notify the Manager which of these Monitoring Vendors have been certified. Specific vendor(s) selection may be approved by the Manager through consultation with Members, and based on internal criteria yet to be determined. If a Monitoring Vendor loses certification in the course of the fishing year, NMFS will immediately alert the Manager; the Sector will subsequently establish a contract with another approved vendor from the vendor list and notify NMFS of this decision. Standards for Monitoring Vendors can be found in Exhibit E.

Section 6.06. **Dockside Monitoring Program.**

The Sector may implement through its Vendor a reliable Dockside Monitoring Program (“DMP”) in accordance with the procedures described in Exhibit F and the regulations at 50 CFR 648.87(b)(2)(xi). Dockside monitoring (DSM) may be deployed by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5). If implemented, the Sector will work with the DSM provider to achieve a specified coverage level using a methodology approved by NMFS and implemented by the monitoring vendor and the Sector Manager. The Manager will maintain the database if all catch data, including but not limited to VTR, dealer, monitor, and observer data.

Additional DSM Program details may be provided in future Operations Plan submissions prior to May 1, 2012.

Section 6.07. At-Sea Monitoring Program.

The Sector will implement, through the expanded Northeast Fisheries Observer Program (“NEFOP”), an adequate at-sea monitoring program that meets, at minimum, the standards as described in the *NMFS Letter to Sector Managers and Representatives* dated August 20, 2009. Any additional observer coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS-approved provider, to be developed prior to or during the course of the FY. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded at-sea monitoring program with approved at sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector will rely upon the at-sea monitoring program to document fishing activity, including discards. The Manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data.

The Sector Manager (or his designated representative) will derive stock-specific discards for each trip. If the trip is observed by either an ASM or NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS peer-reviewed and approved method to calculate ‘inseason’ discard rates.

Section 6.08. Fixed Gear Sector Monitoring Program.

In addition to the foregoing catch verification protocols, there may be established an Internal Sector Monitoring Program whereby data collection personnel and/or video monitoring equipment may be deployed onboard Participating Vessels to monitor such vessels’ catch and/or to collect data relevant to evaluating the performance of the Sector as determined by the Manager. The Manager shall publish guidance describing Program requirements in advance of the fishing year, and may revise it as necessary throughout the year. Thereafter, the Manager shall have sole discretion to deploy data collectors or video monitoring equipment onboard a Participating Vessel. Each Member agrees to participate in the design and implementation of the Internal Sector Monitoring Program. Each Member further agrees to make every reasonable effort to ensure that data collectors and/or video monitoring equipment are able to perform their monitoring duties. Members agree to address any issues and/or concerns directly to the Manager in a timely and responsible manner. Any refusal to participate in the Internal Sector Monitoring Program and/or unreasonable interference with onboard data collectors will be referred to the Infractions Committee for investigation.

and appropriate enforcement action.

In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50 CFR 600.745, the Sector is requesting exemptions from the following regulations for sampling purposes only: Minimum fish size restrictions; fish possession limits; species quota closures; prohibited fish species, not including species protected under the Endangered Species Act; and gear-specific fish possession restrictions. All fish that do not comply with applicable fishing regulations must be discarded as soon as practicable following data collection, and shall not enter port or be landed. Of importance to this section, primary data to be collected includes but is not limited to length and weight of regulated groundfish stocks for the purpose of conducting such analyses as discards, discard rates, length-weight regressions, and other similar analyses.

Article VII. ENFORCEMENT.

Section 7.01. **Agreement Enforcement.**

Each Member agrees that the Sector, by or through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members. Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of Penalties.

Section 7.02. **Liability.**

Members acknowledge and agree that the Sector itself is a legal entity – 501(c)(5) corporation - and therefore may be held liable for violations of the law, applicable regulations, and this Agreement committed by its members. Each Member participating in the Sector must comply with all applicable requirements and conditions of this Agreement and their LOA(s). It shall be unlawful and subject to enforcement by NMFS for the Sector or any Members to violate any such conditions and requirements unless they are identified as exclusive to the administration of the Sector. Those conditions and requirements that are considered to be exclusive to the administration of the Sector which are contained in the following sections:

- 1.03 – Organization and Authority
- 2.01 – Voluntary Membership
- 2.02 – Scope of Membership Obligations
- 2.03 – Length of Commitment
- 2.04 – New Members
- 2.05 – Permit Transfers
- 2.06 – Right of First Refusal
- 2.07 – Membership Dues
- 2.08 – Disclosure Agreement

- 3.01 – Sector Manager
- 3.02 – Manager Authority
- 3.03 – Infractions Committee
- 3.04 – Procedures for Investigations
- 4.01 – Sector Allocation
- 4.02 – Annual Distribution
- 4.03 – Reserve
- 4.04 – Release of Reserve
- 4.05 – ACE Transfer
- 5.04 – Operators
- 5.07 – Observed Offloading
- 5.09 – Redirection of Effort
- 6.02 – Participating Vessel Catch Reports
- 6.03 – Dealer Reporting
- 6.04 – Catch Verification
- 6.08 – Fixed Gear Sector Monitoring Program
- Article VII in its entirety (Enforcement)
- Article VIII in its entirety (Expulsion of Members)
- Article IX in its entirety (Term/Termination)
- Article X in its entirety (Misc.)

Section 7.02. **Restrictions on Fishing Activity.**

The Members acknowledge that a violation of this Agreement or applicable fishery regulations by one or more Members (or the Members’ Permits, Participating Vessels or Participating Vessels’ operators, if any) including misreporting, discarding of legal-sized fish, and ACE overages could subject the Sector and its Members to joint and several liability to NMFS for fishing violations. The Members further acknowledge and agree that monetary and/or allocation seizure penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels’ operators, if any, to) comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels’ operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

Section 7.03. **Penalties for Violations.**

Any penalties that are imposed upon a Member by the Sector, Manager, or Committee pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

Section 7.04. **Appeal from Infractions Committee Decision.**

If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, Amendment 16, the Framework Adjustment and Amendment 13 and are uniform with those reached in similar circumstances.

Section 7.05. Penalties and Attorneys' Fees.

Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

Section 7.06. Application of Penalties, Fines and Damages.

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient and responsible management of groundfish stocks for the benefit of the resource and those that harvest the resource. The Board shall have sole discretion to redistribute ACE seized for penalties.

Section 7.07. Dispute Procedures.

Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be

taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

Section 7.08. Specific Performance.

In furtherance and not limitation of Section 7.02 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Section 7.09. Indemnification.

Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to such Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.09, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.09 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VII.

Article VIII. EXPULSION OF MEMBERS.

Section 8.01. Cause.

The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees

as required by Section 2.07.

Section 8.02. Procedure.

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a groundfish DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail and email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

Article IX. TERM/TERMINATION.

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2012 FY (which occurs on April 30, 2013) (the "Term"). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given twenty (20) calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

Article X. MISCELLANEOUS.

Section 10.01. Entire Agreement.

This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 10.02. **Succession and Assignment.**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this Agreement intended to confer upon any person except the parties hereto any rights, interests, benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement shall be null and void.

Section 10.03. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 10.04. **Notices.**

All notices, requests, demands, consents, claims and other communications hereunder shall be deemed duly given (i) one business day following the date sent when sent by overnight delivery, (ii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and (iv) upon verifying the “sent” status of an email, at the contact information provided by each such Member to, and maintained by, the Manager.

Section 10.05. **Governing Law.**

This Agreement shall be governed by and construed in accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply, with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice of law provision or rules (whether of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

Section 10.06. **Change in Law.**

If and to the extent that any laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect to this Agreement unenforceable, then the parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by the parties.

Section 10.07. **Consent to Jurisdiction and Venue.**

Subject to and without limiting the dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Boston, Massachusetts or, if said court does not

have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

Section 10.08. **Amendments and Waivers.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Members.

Section 10.09. **Severability.**

Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

Section 10.10. **Expenses.**

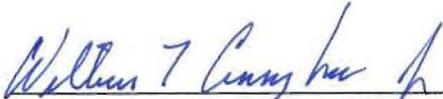
Except as otherwise provided herein, each of the members shall bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement.

Section 10.11. **Incorporation of Exhibits and Other Documents.**

The Exhibits and Schedule of Penalties identified in this Agreement are incorporated herein by reference and made a part hereof.

See Signature Pages
(submitted December 1, 2011 and April 30, 2012)

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.


Signature WILLIAM T. CUNNINGHAM JR
ISLAND QUEEN FISHING COOP.

Name FIVE WIND

Permit Name 9179 150576

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #


Signature WILLIAM T. CUNNINGHAM JR
ISLAND QUEEN FISHING COOP.

Name SHARU II

Permit Name 4326 150748

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

William S. Muniz
Signature
WILLIAM S. MUNIZ
Name
MISS MOLLY
Permit Name
47926 148560
MRI # / Permit #

William T. Cunningham, Jr.
Signature
WILLIAM T. CUNNINGHAM, JR.
Name
NOTHING BUT TROUBLE
Permit Name
47883 151167
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Charles Comeau
Signature

Name

o CHARLES COMEAU
Permit Name
BUFFY ANNE 11F336 (MRI 1940)
MRI # / Permit #

Joe Weinberg
Signature

Joe Weinberg / Fish Hawk Fishing Corp.
Name

o Fish Hawk
Permit Name

232339
MRI # / Permit #

AM 3159

Doug Feeney
Signature

o DOUG FEENEY
Name

SOFIA
Permit Name

47950 151287
MRI # / Permit #

Ben Mory
Signature

o Ben Mory
Name

Lobster Mobster
Permit Name

195 151314
MRI # / Permit #

Raymond J. Brunelle
Signature

Raymond J. Brunelle
Name

o Anna Marie
Permit Name
1668 / 104564
MRI # / Permit #

Thomas M Szadko
Signature

THOMAS M SZADKO
Name

o ARLIE X
Permit Name

1562 221518
MRI # / Permit #

Wade S Behman
Signature

o WADE S BEHMAN
Name

JENNIFER DAN
Permit Name

222022 2020
MRI # / Permit #

Glen LeGeyt
Signature

o Glen LeGeyt
Name

MORGANI
Permit Name

1435 150652
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Mark J. Hurley
Signature
• MARK J HURLEY
Name
SEABORNE

Permit Name
3669 / 230935
MRI # / Permit #

Charlie Dodge
Signature
• Charlie Dodge
Name
STRANGE HOLD

Permit Name
331
MRI # / Permit # 149278

Charlie Dodge
Signature
• Charlie Dodge
Name
STRANGE HOLD

Permit Name
1316 149278
MRI # / Permit #

Charlie Dodge
Signature
• Charlie Dodge
Name
Edwards Joseph L

Permit Name
418 250571
MRI # / Permit # 250571

Charlie Dodge
Signature
• Charlie Dodge
Name
149826 1469

Permit Name
Little Giant
MRI # / Permit # 149826

Charlie Dodge
Signature
• Charlie Dodge
Name
1620 121162

Permit Name
LADY IREN
MRI # / Permit # 121162

Zachary T
Signature
• Zachary T
Name
ZACHARY T

Permit Name
2248 130772
MRI # / Permit #

Zachary T
Signature
• Zachary T
Name
TUNA ECLIPSE

Permit Name
3323 213004
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Joseph Geary
Signature
o Joseph Geary
Name
Blue Heron
Permit Name
49047 148763
MRI # / Permit #

JF
Signature
o John O'R JR
Name
MISS FITZ
Permit Name
119 232108
MRI # / Permit #

JP
Signature
o John O'R JR
Name
1979 YOUNG
Permit Name
1609 150361
MRI # / Permit #

JF
Signature
o John O'R JR
Name
22 HILNER
Permit Name
1545 149986
MRI # / Permit #

A.B. Eldredge
Signature
o James B. Eldredge
Name
Yellowbird
Permit Name
230420 2265
MRI # / Permit #

Raymond W. Kane
Signature
o RAYMOND W. KANE
Name
FRENZY
Permit Name
148 230296
MRI # / Permit #

Theodore Ligenza
Signature
o Theodore Ligenza
Name
Riena Marie
Permit Name
99 221764
MRI # / Permit #

Theodore Ligenza
Signature
o Theodore Ligenza
Name
Water Horse
Permit Name
1521 135611
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Earl T. Hebert Jr.
Signature
o EARL T. HEBERT JR
Name
Sea Hook
Permit Name
2623 146672
MRI # / Permit #

Robert Eldridge
Signature
o Robert Eldridge
Name
UNICORN
Permit Name
84 220839
MRI # / Permit #

Robert Eldridge
Signature
o Robert Eldridge
Name
SEED
Permit Name
76 150187
MRI # / Permit #

Shawn Sullivan
Signature
o SHAWN SULLIVAN
Name
BACK OFF
Permit Name
191 231435
MRI # / Permit #

Stuart Tolley
Signature
o Stuart Tolley
Name
Dawn T
Permit Name
1576 118641
MRI # / Permit #

Stuart Tolley
Signature
o Stuart Tolley
Name
Susie Q
Permit Name
677 149988
MRI # / Permit #

Nick O'Toole
Signature
o Nick O'Toole
Name
three reasons
Permit Name
5176 150861
MRI # / Permit #

M. Tomasian
Signature
o GREG TOMASIAN
Name
SEABAG FISHERIES INC **SEABAG III**
Permit Name
69 / 221935
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Pennel Ames

Signature

• Pennel Ames

Name

KAOS

Permit Name

3470 214158

MRI # / Permit #

Robert St. Pierre

Signature

• Robert St. Pierre

Name

RUG RATS

Permit Name

1744 241555

MRI # / Permit #

John Matthew Linnell

Signature

• John Matthew Linnell

Name

Lori B

Permit Name

2218 222175

MRI # / Permit #

Thomas Luce

Signature

• Thomas Luce

Name

Sea Win

Permit Name

3449 211160

MRI # / Permit #

Alfred J. Yurkovich

Signature

• ALFRED J. YURKOVICH

Name

Surf Breaker

Permit Name

2050 221794

MRI # / Permit #

Ray Ransom

Signature

• RAYMOND RANSOM

Name

LYNDSY LIZ

Permit Name

1958/223581

MRI # / Permit #

Kenneth Eldredge

Signature

• Kenneth Eldredge

Name

Lolo

Permit Name

3174 150691

MRI # / Permit #

Christopher Ripa

Signature

• CHRISTOPHER RIIPA

Name

IRISH LADY

Permit Name

3542 221581

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Mark Dlisho
Signature

o MARK DLISHO
Name

Sea Dancer
Permit Name

285 4607072411576
MRI # / Permit #

Mark Dlisho
Signature

o MARK DLISHO
Name

~~MARK DLISHO~~ ~~Distain~~
Permit Name

910 257 222737
MRI # / Permit #

Michael Russo
Signature

o Michael A. Russo
Name

Always Something
Permit Name

1961 150562
MRI # / Permit #

Michael Russo
Signature

o Michael A Russo
Name

Gulf Venture
Permit Name

145 147091
MRI # / Permit #

Michael Russo
Signature

o Michael A. Russo
Name

Susan Lee
Permit Name

2482 150359
MRI # / Permit #

Michael Russo
Signature

o Michael Russo
Name

Zachary Abbie
Permit Name

129 150041
MRI # / Permit #

Kenneth Tolley
Signature

o Kenneth Tolley
Name

Hunter
Permit Name

260 240543
MRI # / Permit #

Cristy P. Koski
Signature

o X ANTHONY P. KOSKI
Name

KATE K
Permit Name

148652
MRI # / Permit #

(au) 48923

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

David Murdoch
Signature

• David Murdoch
Name

Tack Tar
Name

Permit Name
1191 146765

MRI # / Permit #

[Signature]
Signature

• CCCHFA
Name

DESIRE III
Name

Permit Name
4129 150841

MRI # / Permit #

[Signature]
Signature

• CCCHFA
Name

CAROL ANN
Name

Permit Name
449 150671

MRI # / Permit #

[Signature]
Signature

• CCCHFA
Name

STURDEE
Name

Permit Name
1563 150706

MRI # / Permit #

John Tuttle
Signature

• John Tuttle
Name

CUDA
Name

Permit Name
1689 233175

MRI # / Permit #

John Tuttle
Signature

• John Tuttle
Name

CAPE ISLAND
Name

Permit Name
27 150563

MRI # / Permit #

[Signature]
Signature

• CCCHFA
Name

LAST ONE
Name

Permit Name
4202 150686

MRI # / Permit #

[Signature]
Signature

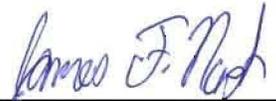
• CCCHFA
Name

BLUE BAG
Name

Permit Name
2995 150853

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

James Nash

Name

ANN MARIE

Permit Name

1883 149261

MRI # / Permit #

Jan 08  James F. Nash / RED DEATH INC.

Signature

JAMES F. NASH

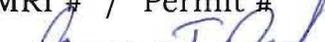
Name

1976 Home made.

Permit Name

257 150616

MRI # / Permit #



Signature

JAMES F. NASH / PLOWRY ESTERES

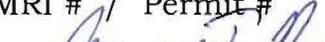
Name

1977 SEACRAFT 20

Permit Name

224 150237

MRI # / Permit #



Signature

JAMES F. NASH

Name

MAGIC

Permit Name

1685 222231

MRI # / Permit #



Signature

CCCHFA

Name

SEA WINDS

Permit Name

1746 211160

MRI # / Permit #



Signature

CCCHFA

Name

SEA BAGGINS

Permit Name

1527 221935

MRI # / Permit #



Signature

CCCHFA

Name

BLUE SKY

Permit Name

3098 135589

MRI # / Permit #



Signature

CCCHFA

Name

HUNTERESS

Permit Name

465 240543

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

• Tim Linnell
Name

122157 (MRI 1923)
MRI # / Permit #

Permit Name

Perrys Pridett
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

WILLIAM GREGORY
Name

Permit Name

2196 232043
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

HEADHUNTER
Name

Permit Name

2013 223607
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

CAROLE R 2009 KL INDUS.
Name

Permit Name

274 151192
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

LITTLE RASCAL
Name

Permit Name

1856 120962
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

SEA HOLY III
Name

Permit Name

153 150877
MRI # / Permit #

MRI # / Permit #



Signature

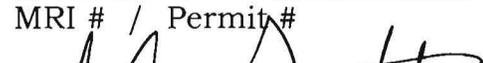
• CCCHFA
Name

SAM RYDER
Name

Permit Name

328 150844
MRI # / Permit #

MRI # / Permit #



Signature

• CCCHFA
Name

MONOMOY
Name

Permit Name

2039 150897
MRI # / Permit #

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Signature
o Gregory F. Walinski

Name
Gregory F. Walinski

Permit Name
Alicia Ann

MRI # / Permit #
1586 232096
Kurt Martin

Signature
o Kurt Martin

Name
TIME BANDIT

Permit Name
2992 223512

MRI # / Permit #
Kurt Martin

Signature
QUANTUCKET SOUND FISH WEIRS INC.

Name
NANCY S

Permit Name
47904 220698

MRI # / Permit #

Signature
o MICHAEL P. WOODS

Name
JAKOB & MEGAN

Permit Name
2001 222737

MRI # / Permit #

Jakob + Megan Fisheries LLC

Tye Vecchione

Signature
o Tye Vecchione

Name
SKIFF

Permit Name
30 150988

MRI # / Permit #
Tye Vecchione

Signature
o Tye Vecchione

Name
BADA BING

Permit Name
262 149525

MRI # / Permit #
Thomas S. Smith

Signature
o THOMAS S. SMITH

Name
SEAN YMPH

Permit Name
1888 151214

MRI # / Permit #

Signature
o Gerald Miszkin

Name
OUIJA

Permit Name
2008 116103

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Eric Hesse

Signature

o *Eric Hesse*

Name

TENACIOUS II

Permit Name

1708 242648

MRI # / Permit #

Eric Hesse

Signature

o *Eric Hesse*

Name

Lei - Lani

Permit Name

3390 150584

MRI # / Permit #

Eric Hesse

Signature

o *Eric Hesse*

Name

MATTANZA

Permit Name

2650 214970

MRI # / Permit #

Wadeau H Bicknell

Signature

o *Wadeau H Bicknell*

Name

MISS MCLLOYE

Permit Name

3595 ~~222365~~ 222365

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Bruce Kaminski
Signature
BRUCE KAMINSKI
Name
NEVER ENOUGH
Permit Name
1755 100598
MRI # / Permit #

Jamie Young
Signature
JAMIE YOUNG
Name
POOH BAH
Permit Name
151 230322
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

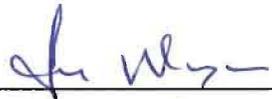
Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature
o Jan Margeson

Name
Great Pumpkin

Permit Name
395 149963

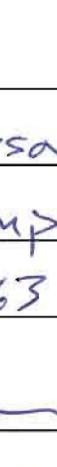
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #



Signature
o Jan Margeson

Name
Jan M

Permit Name
142 151268

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

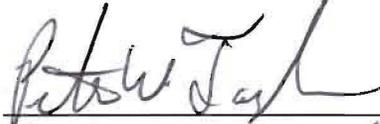
Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

o Peter W. Taylor

Name

Permit Name

1496 242520

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #



Signature

o Ronald A. Brown

Name

Permit Name

2006 213029

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

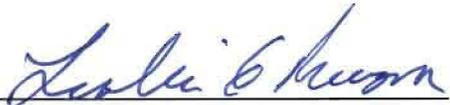
Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

o LESLIE SHWON

Name

ROSEY S

Permit Name

3688 ~~233177~~

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

MIKE TERRENZI

Name

Kelly J

Permit Name

3684 231241

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

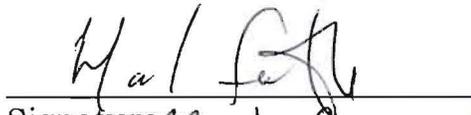
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #



Signature

Mark Smith

Name

Joanne H

Permit Name

1467 241532

MRI # / Permit #

Johanna Fisheries LLC

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Signature *Peter Kaizer*

Signature

Name Peter KAIZER / Althea K INC Name

Permit Name ALTHEA K. Permit Name

MRI # / Permit # 100277 MRI # / Permit #
1985 am

Signature

Signature

Name

Name

Permit Name

Permit Name

MRI # / Permit #

MRI # / Permit #

Signature

Signature

Name

Name

Permit Name

Permit Name

MRI # / Permit #

MRI # / Permit #

Signature

Signature

Name

Name

Permit Name

Permit Name

A-17

William Whitmore
NMFS
55 Great Republic Dr.
Gloucester MASS. 01930

CCCHA FAX
508.945.0981

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Greg Connors
Signature
o Constance Greg Connors
Name
Constance Sea
Permit Name
1634 146922
MRI # / Permit #

Greg Connors
Signature
o Gregory Connors
Name
1992 SY/Van Skiff
Permit Name
2297 150597
MRI # / Permit #

Greg Connors
Signature
o Gregory Connors
Name
Rebecca and Emily
Permit Name
256 149575
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Greg Connors
Signature
o Greg Connors
Name
Synergistic
Permit Name
167 230558
MRI # / Permit #

Greg Connors
Signature
o Greg Connors
Name
Last Stand
Permit Name
1951 223588
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature

~~SA~~ Ben Bergqvist/Bensolue.

Name

SAGA

Permit Name

647 242654

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

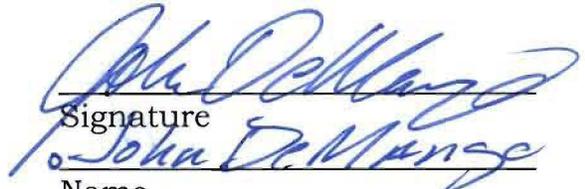
Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.



Signature


Name
Miss JENNIFER

Permit Name
2171 223565

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

William S. Muniz
Signature
○ WILLIAM S. MUNIZ
Name
MISS MOLLY
Permit Name
47926 148560
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

William T. Cunningham, Jr.
Signature
○ WILLIAM T. CUNNINGHAM, JR.
Name
NOTHING BUT TROUBLE
Permit Name
47883 151167
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

William T Cunningham Jr
Signature WILLIAM T. CUNNINGHAM, JR
o ISLAND QUEEN FISHING COOP.
Name
FIVE WIND
Permit Name
0179 150576
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

William T Cunningham Jr
Signature WILLIAM T. CUNNINGHAM, JR
o ISLAND QUEEN FISHING COOP.
Name
SHAKU II
Permit Name
4326 150748
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Joseph Geary
Signature
o Joseph Geary
Name
Blue Heron
Permit Name
49047 148763
MRI # / Permit #

JF
Signature
o John OVR JR
Name
MISS FITZ
Permit Name
119 232108
MRI # / Permit #

JP
Signature
o John OVR JR
Name
1979 YOUNG
Permit Name
1609 150361
MRI # / Permit #

JF
Signature
o John OVR JR
Name
22 HILNER
Permit Name
1545 149986
MRI # / Permit #

A.B. Eldredge
Signature
o James B. Eldredge
Name
Yellowbird
Permit Name
230420 2265
MRI # / Permit #

Raymond W. Kane
Signature
o RAYMOND W. KANE
Name
FRENZY
Permit Name
148 230296
MRI # / Permit #

Theodore Ligenza
Signature
o Theodore Ligenza
Name
Riena Marie
Permit Name
99 221764
MRI # / Permit #

Theodore Ligenza
Signature
o Theodore Ligenza
Name
Water Horse
Permit Name
1521 135641
MRI # / Permit #

APRIL 20, 2012

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2012, as of the date first written above.

Todd Peters FIV TRAPPIST
Signature
TODD PETERS

Name
PETERS FISHERIES INC.
Permit Name
240872 / 2351
MRI # / Permit #

Edward D Bennett
Signature
EDWARD BENNETT

Name
SYNERGISTIC
Permit Name
230558
MRI # / Permit #

Signature
Name
Permit Name
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EXHIBIT A

GB Cod Fixed Gear Sector Penalty Schedule			
Violation	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to quit Sector by September 1 of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning).	Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)	\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)	\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.	Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)	\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)	Expulsion
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE	Expulsion	

vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	(loss of fishing rights for 365 days)		
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

EXHIBIT B

GB Cod Fixed Gear Sector Roster
(current, as of April 30, 2012)

See Roster Submitted April 30, 2012

Current Owner Name	MRI #	Permit #	Vessel Name	Status of Permit	Permit Location	Federal Vessel Permits (Category) 2011																				Other Federal Permits	MA State Permits 2011										
						Multispecies	Bluefish	Bluefish - Charter Party	Spiny Dogfish	Monkfish	Monkfish - Incidental	Ocean Quahog	Surf Clam	Skate	Squid/ Butterfish - Incidental	Squid/ Mackerel/ Butterfish - Charter Party	Lobster/ Butterfish - Moratorium	Atlantic Mackerel	Herring - Open Access Possession Limit	Red Crab - Incidental	Tilapia - Commercial/Incidental	American Lobster - Non-Trip	American Lobster - Trip	Black Sea Bass - Moratorium	Black Sea Bass - Charter Party		Summer Flounder - Commercial	Summer Flounder - Charter/Party	Scup - Commercial Moratorium	Scup - Charter Party	Scallop - LAGC - Incidental	Scallop - LAGC - IFQ	ENDORSEMENTS	OTHER			
John Tuttle	27	150563	Cape Island	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish	n/a	
Tye Vecchione	30	150988	Skiff	Lease-Only	Fixed Gear Sector	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a		
Robert Eldridge, Jr	76	150187	Seed	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Fluke, shellfish, spiny dogfish, striped bass	n/a		
Robert Eldridge, Jr	84	220839	Unicorn	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	n/a	n/a	1	1	(A1, A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Fluke, shellfish, spiny dogfish, striped bass	n/a		
Theodore Ligenza	99	221764	Riena Marie	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	2	1	n/a	(E)	n/a	n/a	1	3	2	n/a	4	(D)	n/a	n/a	n/a	n/a	1	2	1	2	1	2	n/a	n/a	Bluefin tuna charter	Spiny dogfish, fluke, shellfish, striped bass, scup, black sea bass charter/party, black sea bass commercial	n/a			
John L. Our, Jr	119	232108	Miss Fitz	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	4	(D)	n/a	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, fluke, striped bass	n/a			
Michael A Russo	129	150041	Zach N Abbie	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish	n/a			
Jan Margeson	142	151268	Jan M	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap quahog dredge, spiny dogfish, shellfish, sea scallop shucking	n/a			
Michael A Russo	145	147091	Gulf Venture	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	6	1	1	4	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish	n/a			
Raymond W Kane, Jr	148	230296	Frenzy	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	n/a	(D)	n/a	1	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish, black sea bass charter	n/a			
James L Young	151	230322	Pooh Bah	Lease-Only	Fixed Gear Sector (D) - Hook Gear	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Striped bass, sea scallop	n/a		
CCCHFA	153	150877	Sea Holly III	Lease-Only	Fixed Gear Sector	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Gregory J Connors	167	230558	Synergistic	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a			
Shawn Sullivan	194	231435	Back Off	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	n/a	n/a	(E)	n/a	n/a	n/a	3	n/a	n/a	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish	n/a			
Benjamin K Morgan	195	151314	Lobster Mobster	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass commercial, fluke, scup, spiny dogfish, striped bass	n/a	
James F Nash	224	150237	1971 Seacraft 20	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster, fluke	n/a		
Gregory J Connors	256	149575	Rebecca and Emily	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a			
The Red Death Inc	257	150616	1976 Homemade	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	1	n/a	-1	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster, dogfish scup, shellfish, sea scallop shucking	n/a
Kenneth Tolley	260	240543	Hunter	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Surf clam, ocean quahog, shellfish dredge, conch pot, offshore lobster non-trap, spiny dogfish, sw groundfish	n/a			
Tye Vecchione	262	149525	Bada Bing	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, A3, AOC)	1	n/a	1	n/a	1	n/a	n/a	(A)	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a			
CCCHFA	274	151192	Carole R	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	6	1	1	n/a	n/a	1	n/a	n/a	n/a	n/a	1	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Shellfish, spiny dogfish, striped bass	n/a			
Mark D Liska	285	241576	Sea Dancer	Active Commercial Groundfish	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	Bluefin tuna	Conch pot, spiny dogfish	n/a				
CCCHFA	328	150844	Sam Ryder	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	(A)	n/a	n/a	n/a	n/a			

Michael E Terrenzi	3684	231241	Kelly J	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	1	2	1	n/a	n/a	n/a	n/a	1	3	2	n/a	4	(D)	n/a	n/a	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Charter, conch pot, spiny dogfish, fluke, scup, black sea bass commercial, shellfish, striped bass, surface gilnet	n/a
Leslie Shwam	3688	233177	Rosey S	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	1	2	n/a	n/a	(E)	n/a	n/a	n/a	3	2	n/a	4	n/a	n/a	n/a	n/a	n/a	n/a	2	n/a	n/a	n/a	n/a	n/a	n/a	Sea scallop general - non VMS (1A)	Black sea bass charter, black sea bass commercial, fluke, scup, squid, striped bass	n/a
CCCHFA	4129	150841	Desire III	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	1	n/a	1	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a									
CCCHFA	4202	150686	Last One	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	4	n/a	(A)	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Island Queen Fishing Corp.	4326	150748	Snafu II	Lease-Only	NEFS 3	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish
William T Cunningham	47883	151167	Nothing But Trouble	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish
Roger J Brisson	47926	148560	Miss Molly	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	1	2	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, striped bass
Nantucket Sound Fish Weirs Inc	47964	220698	Nancy S	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	1	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	1	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	Scup, weir, sea bass, dogfish, sea herring
Douglas R Feeney	47950	151287	Sofia	Active Commercial Groundfish	Fixed Gear Sector	(HA) - Limited Access Handgear	1	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	1	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	Scup, weir, sea bass	
Anthony P Koski	48923	148652	Kate K	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a																	
Joseph J Geary	49047	148763	Blue Herron	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Shellfish, striped bass
Edward Bennett		230558	Synergistic	Lease-Only	Fixed Gear Sector	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(AOC)	n/a	Spiny dogfish	n/a								

EXHIBIT C

HARVESTING RULES Fishing Year 2012 GB Cod Fixed Gear Sector

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the 2012 Fishing Year as described herein, notwithstanding those rules and regulations applicable to Common Pool groundfish vessels.

QUOTA MONITORING

1. Annual Catch Entitlement (ACE):

The Members agree that they would not collectively harvest more ACE than allocated to the Sector, and once the ACE is reached for any stock, no Member would fish commercially with any fishing gear capable of harvesting regulated groundfish species in the area for which there is no ACE. ACE transfer would be allowed within and between sectors, to the extent authorized by Amendment 16. Carryover of up to 10 percent of any sector's initial ACE would be allowed for the purposes of accounting for inadvertent overages. Once an ACE in a particular stock area is reached, no member would fish commercially with any fishing gear capable of catching species managed under the Plan in that stock area until additional ACE can be acquired:

As published in the Final Ops Plan Rule on May 2, 2012 (RIN 0648-XA797)

STOCK	APPROX. ACE (%)
Cod (GOM)	2.22
Cod (GB) - Eastern U.S./Canada	28.32
Cod (GB) - Western U.S./Canada	
Haddock (GOM)	1.35
Haddock (GB) - Eastern U.S./Canada	6.35
Haddock (GB) - Western U.S./Canada	
Yellowtail Flounder (GB)	0.01
Yellowtail Flounder (SNE/Mid-Atlantic)	0.30
Yellowtail Flounder (Cape Cod/GOM)	1.91
Plaice	0.55
Witch Flounder	0.84
Winter Flounder (GB)	0.03
Winter Flounder (GOM)	2.22
Redfish	2.90
White Hake	5.86
Pollock	7.86
Winter Flounder (SNE)	*n/a
Windowpane Flounder (North)	*n/a

Windowpane Flounder (South)	*n/a
Ocean Pout	*n/a
Halibut	*n/a
Atlantic Wolffish	*n/a

*n/a means allocations of these stocks will not be made, however trip limits may remain in place.

2. Target Quotas:

The Manager may impose weekly or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

3. Full Retention of Legal-Sized Species for Which the Sector Has an ACE:

All legal size fish harvested during any commercial fishing operation and for which the Sector has an ACE must be retained and counted against the Sector’s ACE, except for regulated groundfish allocated by Amendment 16 harvested in fisheries that account for this catch with a fishery-wide sub-Annual Catch Limit.

4. Trip Limits for Non-ACE Stocks:

Sector Members would be subject to all possession and trip limits for those stocks for which the Sector is not allocated ACE.

ADMINISTRATIVE

5. Days-At-Sea (“DAS”):

Each participating Permit and Participating Vessel would be allocated DAS by the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS allocation would be considered the Sector’s DAS allocation to individual Members. Members may be required to use an “A,” “B Regular,” or “B Reserve,” DAS when conducting fishing operations.

6. DAS Pooling:

Participating Vessels and/or Permits may redistribute or pool DAS to other Participating Vessels and/or Permits, provided that the Manager has given his prior written consent to such redistribution or pooling. A Participating Vessel and/or Permit may not transfer or lease DAS to or from any non-Sector vessel and/or permit during the fishing year in which the Participating Vessel and/or Permit is enrolled in the Sector, unless such leasing or transferring is authorized by an amendment to the Plan or by the Regional Administrator.

GEAR REQUIREMENTS

7. Gear Restrictions:

Unless otherwise permitted under this Agreement (see Section 5.11,

Exceptions), no Participating Vessel may fish for regulated groundfish species with any gear other than rod-and-reel/jigs, demersal longline, handgear, or sink gillnets. All Participating Vessels are subject to the same gear restrictions on marking, tagging, and mesh size applicable to common pool vessels using the same type of gear. In addition, when fishing with demersal longlines all hooks must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.

EXHIBIT D

Vessel Permit Data

All permits, groundfish or otherwise, owned by Sector members, are included in the following list. To the knowledge of the Manager, no Member currently has any other permits on another operating vessel (Federal or State).

Current as of May 3, 2012

Sector Roster	
Lease Vessels	68
Non-Lease Vessels	37
Targeted Commercial Fisheries*	
Groundfish	36
Monkfish & Skate	17
Lobster (Trap)	4
Primary Gear Type** (Groundfish, Monkfish, Skate)	
Sink Gillnet	20 (50%)
Demersal Longline	6 (15%)
Jig/handline	14 (35%)

*Includes Vessels participating in **both** the groundfish and monkfish/skate fisheries.

Exhibit E

Monitoring Plan Requirements for Sector Operations Plans

The Sector will implement, through the expanded Northeast Fisheries Observer Program (“NEFOP”), an adequate at-sea monitoring program that meets, at minimum, the standards as described in the *NMFS Letter to Sector Managers and Representatives* dated August 20, 2009. Any additional observer coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS-approved provider, to be developed prior to or during the course of the FY. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded at-sea monitoring program with approved at sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector will rely upon the at-sea monitoring program to document fishing activity, including discards. The Manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data.

The Sector Manager (or his designated representative) will derive stock-specific discards for each trip. If the trip is observed by either an ASM or NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS peer-reviewed and approved method to calculate ‘inseason’ discard rates.

EXHIBIT F

Ownership Documentation

Section 1.01. **Sector Qualification.**

Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for the Fixed Gear Sector with:

Permit Number 222737 (F/V Jakob & Megan) under the distinct ownership of Jakob & Megan Fisheries LLC.

Permit Number 250571 (F/V Edward & Joseph) under the distinct ownership of Harmony Fisheries Inc.

Permit Number 149988 (F/V Susie Q) under the distinct ownership of Stuart Tolley.

Northeast Federal Fishing Permit

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



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

NOAA form 88-156A

2011 Fishing Year Permit

STUART W TOLLEY
 12 CYNTHIA DRIVE
 CHATHAM, MA 02633

F/V SUSIE Q
 Northeast Federal Permit Number: **149988**
 Documentation/Registration Number: MS8389AS
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date issued: 03/08/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2011		05/01/2011	04/30/2012
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		05/01/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		03/09/2011	02/29/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable): (see reverse side for trap allocation information)

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

Authorized Signature

Northeast Federal Fishing Permit

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



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

NOAA form 88-156A

2011 Fishing Year Permit

HARMONY FISHERIES INC
 2236 MAIN STREET
 SOUTH CHATHAM, MA 02659

F/V EDWARD & JOSEPH
 Northeast Federal Permit Number: 250571
 Documentation/Registration Number: 591810
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date issued: 04/25/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2011		05/01/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 2 - 2011		05/01/2011	04/30/2012
AMERICAN LOBSTER - TRAP - OUTER CAPE - 2011		05/01/2011	04/30/2012
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		05/01/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - LARGE MESH INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
OCEAN QUAHOG - 2011		05/01/2011	04/30/2012
SCUP - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		05/01/2011	04/30/2012
SURF CLAM - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(see reverse side for trap allocation information)

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Authorized Signature

Northeast Federal Fishing Permit

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



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

NOAA form 88-156A

2011 Fishing Year Permit

JAKOB & MEGAN FISHERIES LLC
 PO BOX 192
 WEST CHATHAM, MA 02669

F/V JAKOB & MEGAN
 Northeast Federal Permit Number: 222737
 Documentation/Registration Number: 1026577
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date issued: 04/26/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON - TRAP - 2011		05/01/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 1 - 2011		05/01/2011	04/30/2012
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		05/01/2011	04/30/2012
MONKFISH - INCIDENTAL CATEGORY E - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		04/27/2011	02/29/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(see reverse side for trap allocation information)

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

Authorized Signature



Vessel Ownership Form

- Completion of this form is required with each application for a Northeast Federal fishing permit.
- List all persons and entities who have an ownership interest in the vessel that is the subject of this application.
- Owners or persons who have an ownership interest in a vessel are defined as and include, but are not limited to, corporations, partnerships, LLCs, persons who are shareholders in a corporation, persons who have formed a partnership (general or limited), and any other entities that have ownership interest in the vessel.

Section A – Vessel applying for permit

Vessel Name: JAKOB & MEGAN	Permit or Hull Number: 222737
-------------------------------	-------------------------------

Section B - All persons and entities that have an ownership interest in the vessel must be listed below. Do not include employees of the business unless they are an owner of the vessel or company.

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
Mr.	Michael	P.	Woods	
Check all that apply - Owner <input type="checkbox"/> Officer <input type="checkbox"/> Shareholder <input type="checkbox"/>				

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
Check all that apply - Owner <input type="checkbox"/> Officer <input type="checkbox"/> Shareholder <input type="checkbox"/>				

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
Check all that apply - Owner <input type="checkbox"/> Officer <input type="checkbox"/> Shareholder <input type="checkbox"/>				

I, the undersigned, am the owner or legally authorized agent of the owner of the vessel named in *Section A* above. I affirm, subject to the penalties provided in 18 U.S.C. 1001, that all information that I have given in obtaining this permit is true and correct.
OMB# 0648-0202 Expires 04/30/2013

Name of Applicant (print clearly) Michael P. Woods, Managing Member of Jakob & Megan Fisheries, LLC

Signature of Applicant _____ Date 3/16/2011

Please use the back of this form to provide information on all persons with an ownership interest in the vessel.



Vessel Ownership Form

- Completion of this form is required with each application for a Northeast Federal fishing permit.
- List all persons and entities who have an ownership interest in the vessel that is the subject of this application.
- Owners or persons who have an ownership interest in a vessel are defined as and include, but are not limited to, corporations, partnerships, LLCs, persons who are shareholders in a corporation, persons who have formed a partnership (general or limited), and any other entities that have ownership interest in the vessel.

Section A - Vessel applying for permit

Vessel Name: <i>Edward + Joseph</i>	Permit or Hull Number: <i>591810</i>
--	---

Section B - All persons and entities that have an ownership interest in the vessel must be listed below. Do not include employees of the business unless they are an owner of the vessel or company.

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
<i>Mr</i>	<i>Charlie</i>	<i>Sherman</i>	<i>Dodge</i>	
Check all that apply - Owner <input checked="" type="checkbox"/> Officer <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/>				

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
Check all that apply - Owner <input type="checkbox"/> Officer <input type="checkbox"/> Shareholder <input type="checkbox"/>				

Mr/Mrs/Ms	First Name	Middle Name	Last Name	Suffix Name
Check all that apply - Owner <input type="checkbox"/> Officer <input type="checkbox"/> Shareholder <input type="checkbox"/>				

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NERO PERMIT OFFICE

I, the undersigned, am the owner or legally authorized agent of the owner of the vessel named in Section A above. I affirm, subject to the penalties provided in 18 U.S.C. 1001, that all information that I have given in obtaining this permit is true and correct.
OMB# 0648-0202 Expires 04/30/2013

Name of Applicant (print clearly) *Charlie S. Dodge*
 Signature of Applicant *[Signature]* Date *3/15/11*

Please use the back of this form to provide information on all persons with an ownership interest in the vessel.

Sector Communications Contacts						Mailing Address		
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Eric Brazer	Manager	Day-to-Day Sector Operations	eric@ccchfa.org	508.945-2432 (w) 919.451.1971 (m)	1566 Main St	Chatham	MA	02633
Karen Ryder	Sector Analyst	Data Management	karenr@ccchfa.org	508.241.3664 (m)	same			
Eric Brazer	Manager	Reporting	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Policy Issues	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Research	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Outreach	same (Eric)	same (Eric)	same			



**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

GB COD FIXED GEAR SECTOR INC. Summary Screen



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The exact name of the Nonprofit Corporation: GB COD FIXED GEAR SECTOR INC.

Entity Type: Nonprofit Corporation

Identification Number: 412237942

Old Federal Employer Identification Number (Old FEIN): 000949446

Date of Organization in Massachusetts: 04/17/2007

Current Fiscal Month / Day: 01 / 0

Previous Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 210 ORLEANS RD.
City or Town: N. CHATHAM State: MA Zip: 02650 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: C T CORPORATION SYSTEM
No. and Street: 101 FEDERAL ST.
City or Town: BOSTON State: MA Zip: 02110 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>	Expiration of Term
PRESIDENT	MICHAEL RUSSO	67 NICKERSON RD. ORLEANS, MA 02653 USA	
TREASURER	JAMES NASH	17 RALPH ST. CHATHAM, MA 02633 USA	
CLERK	MARK LISKA	80 CROSSWIND FARM RD. NORTH CHATHAM, MA 02650 USA	
DIRECTOR	BRUCE KAMINSKI	1138 OLD QUEEN ANNE RD. CHATHAM, MA 02633 USA	

DIRECTOR	TED LGENZA	134 PLEASANT ST. SOUTH CHATHAM, MA 02659 USA
DIRECTOR	JAN MARGESON	893 SLOUGH RD. W. YARMOUTH, MA 02673 USA
DIRECTOR	SEE DOCUMENT FOR ADDITIONAL NAMES	SAME SAME, MA 00000 USA

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:

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



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