

SECTOR OPERATIONS PLAN AND AGREEMENT

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

Recitals

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

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

Agreement

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

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

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

“Board”). Any person wishing to become a Sector member must submit an application no later than sixty (60) days prior to the annual deadline by which Sector applications must be submitted to NMFS. Sector membership shall be effective upon admission of a member by the Board and acceptance by execution by such member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement. The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), associated with the Sector’s allocations under Amendment 16 are identified on the attached **Exhibit A**, which may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws. **Vessels are not listed in Exhibit A because this is a lease-only Sector, and there will not be any active vessels in FY2012.**

2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 149675 under the distinct ownership of F/V EMILIE INC., permit # 150666 under the distinct ownership of Boston Sustainable Fishing Preservation Fund., and permit # 150592 under the distinct ownership of The Gloucester Fishing Community Preservation Fund, Inc.

3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with the requirements of Amendment 16 that all state and federal permits held by Members or assigned to Members’ vessels be disclosed in each sector’s annual operations plan. This sector will be a lease-only sector in 2012 which will cause all state and federal non-groundfish permits/endorsements associated with the sector vessels to be inactive in FY 2012.

4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all documents necessary to obtain the Sector’s Amendment 16 annual catch entitlement (“ACE”). The Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating multispecies implementing regulations; and any special exemptions the Board deems

appropriate. The special exemptions initially requested by the Sector are identified on the “Harvesting Rules” attached hereto as **Exhibit C**.

5. **Distribution of Sector ACE**. Each Member acknowledges that the Sector’s ACE is composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each such species being an “Allocated Species”). Subject to the terms and conditions of this Agreement, each Member shall be entitled to transfer an amount of the Sector’s ACE for each Allocated Species proportionate to the amount of ACE for such species that the Sector receives as a result of such Member’s membership in the Sector. The amount of Sector ACE a Member may transfer, as adjusted by transfers and Sector retainages made in accordance with this Agreement, is referred to hereafter as a Member’s “Harvest Share”. Each Member may transfer its Harvest Share only under the terms and conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the Enforcement Committee (as defined below) and the Board in accordance with this Agreement. Any other attempted transfer of a Member’s Harvest Share shall be a breach of this Agreement.

6. **Sector Manager and Registered Agent**. The Board shall from time to time appoint a person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Vito Giacalone, will serve as the registered agent for receiving service of process on behalf of the Sector, and will serve as the NEFS IV Sector Manager.

6.1 **Communication with Sector**. The Manager is the primary point of contact for all communications on behalf of the Sector and all communications regarding NEFS IV should be directed accordingly. In addition to the Sector Manager, Paula Sullivan is authorized to act on behalf of

the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:
Angela Sanfilippo, Dale Brown, Jacqueline Odell, Vito Giacalone

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

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

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

7.1 Reserve. No Reserve is required for FY 2012. Sector Members will not harvest sector ACE. The sector manager will utilize Inter and Intra sector transfers to move ace between members and to fully utilize the ACE allocated to the Sector.

7.2 Harvest Share Use. This Sector is comprised of non-active Members only, who shall not harvest Sector ACE, including without limitation, their own Harvest Share. Members may transfer (lease) harvest share between members and the sector manager will execute transfers of sector ACE through inter-sector leasing.

7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more Active Member(s) on such terms and conditions as the transferor Member and the transferee Active Member(s) may agree. No transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in the Sector's ACE to any person other than an Active Member unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such terms and conditions as the Board may adopt from time to time, including but not limited to establishment of procedures to implement a Right of First Offer (the "ROFO") that is extended to Active Members of the Sector, Active Members of other Northeast Fishery Sectors, and certain other parties in accordance with the terms and conditions established by the Board. Without limiting the foregoing, the Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to non-

Members as it deems necessary to promote the harvest of the Sector's entire ACE allocation and ensure that the Sector's management and administrative costs can be recouped through reasonable Sector membership fees established by the Board.

7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the Sector's compliance with Amendment 16 and related implementing regulations (such restrictions referred to hereafter as "Harvesting Rules"). The Harvesting Rules are set forth on **Exhibit C**. Each Member shall conduct their harvest of the Sector's ACE in strict compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such Member's Harvest Share is harvested in accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan (the "Fishing Plan"), that promotes harvest of the Sector's ACE **in accordance with the Harvesting Rules**, and shall make the Fishing Plan available to Active Members prior to the commencement of the fishing season. However, at this time no active members comprise this sector.

7.5 Re-direction Of Effort. As of the Effective Date, the Members have not identified any anticipated redirection of fishing effort resulting from Sector formation and operations. Since IV NEFS will operate exclusively as a "lease only" sector, all federal and state permits and endorsements associated with IV NEFS Member vessels will remain dormant throughout the 2012 fishing year. Pursuant to the requirements of Amendment 16, the Sector shall report all Member fishing activity known to it as part of its annual report.

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

7.7 Consolidation and Redistribution of ACE: In FY 2011, 0% of the permits enrolled in the NEFS IV for FY 2012 are attached to vessels actively fishing for NE multispecies. For FY 2012, 49 permits are currently enrolled in NEFS IV. The member permits that are not attached to active NE multispecies vessels in FY 2012 are the same permits that leased out their harvest share in FY 2010 & 2011; and their DAS allocations in FY 2009. NEFS IV will lease a majority of its

Sectors ACE to NEFS II and NEFS III, for utilization by active vessels enrolled in these sectors. This leasing will have the net positive effect of minimizing the potential of consolidation of active vessels enrolled in those sectors that have historically participated in the multispecies fishery.

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

9. Catch Monitoring and Reporting. At this time no active members comprise this sector.

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

10.1 Liquidated Damages Schedule and Schedule Amendments. NA

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

10.3 Liquidated Damages Base Value and Multiplier Adoption. NA

10.4 Liquidated Damages Calculation. NA

10.5 Notice to Vessel Masters; Assumption of Liability. NA At this time no active members comprise this sector.

10.6 Liquidated Damages Security. NA

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

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

10.8 Member Appeals. NA

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

10.10 Liquidated Damages Collection and Related Expenses. NA

10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA

10.12 Distribution of Damages. NA

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a Member that is eligible to terminate such Member's Sector membership may do so only by providing written notice to that effect to all other Members thirty (30) days prior to the NMFS established Sector Roster Enrollment deadline for the upcoming fishing year, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. Currently this deadline is established as December 1st. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

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

14. Stop Fishing Order; Injunctive Relief. NA

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

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

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

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

The party's written request for arbitration shall include the name of the arbitrator selected by the party requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely

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

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

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

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

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

EXHIBIT A

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

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

Owner/Entity	MRI	Permit Number	Vessel Name
BOSTON SUSTAINABLE FISHING PRES FUND INC	1812	150666	CURLEW
BOSTON SUSTAINABLE FISHING PRES FUND INC	868	150749	LEVIATHAN
Gloucester Fishing Community Preservation Fund, Inc	246	150592	ACME
Gloucester Fishing Community Preservation Fund, Inc	2678	151157	AMERICAN EAGLE
Gloucester Fishing Community Preservation Fund, Inc	234	150600	AVALON II
Gloucester Fishing Community Preservation Fund, Inc	1491	150600	BLUE SURF
Gloucester Fishing Community Preservation Fund, Inc	1365	150589	BLUE WATERS
Gloucester Fishing Community Preservation Fund, Inc	1320	150659	BONAVENTURE
Gloucester Fishing Community Preservation Fund, Inc	147	151157	CABARET IV II
Gloucester Fishing Community Preservation Fund, Inc	1880	150789	CAPE COD
Gloucester Fishing Community Preservation Fund, Inc	505	150781	CAPE MAY
Gloucester Fishing Community Preservation Fund, Inc	794	150929	CHARLOTTE G II
Gloucester Fishing Community Preservation Fund, Inc	1551	150592	DOLORES J II
Gloucester Fishing Community Preservation Fund, Inc	125	150722	DOLPHIN
Gloucester Fishing Community Preservation Fund, Inc	594	241218	ENDEAVOR
Gloucester Fishing Community Preservation Fund, Inc	1709	150531	HOLY CROSS
Gloucester Fishing Community Preservation Fund, Inc	444	150513	HOLY FAMILY
Gloucester Fishing Community Preservation Fund, Inc	1867	150669	JEAN D'ARC
Gloucester Fishing Community Preservation Fund, Inc	358	150926	JOSEPH & LUCIA
Gloucester Fishing Community Preservation Fund, Inc	1447	150827	KATIE D
Gloucester Fishing Community Preservation Fund, Inc	684	150762	LADY IN BLUE
Gloucester Fishing Community Preservation Fund, Inc	2112	150564	LADY OF GOOD VOYAGE
Gloucester Fishing Community Preservation Fund, Inc	356	150560	LADY OF THE ROSARY
Gloucester Fishing Community Preservation Fund, Inc	2044	150789	LITTLE HUNTER III
Gloucester Fishing Community Preservation Fund, Inc	210	151247	MELISSA SUE II
Gloucester Fishing Community Preservation Fund, Inc	665	150914	MISS JUDITH II
Gloucester Fishing Community Preservation Fund, Inc	2356	150551	MOTHER & GRACE
Gloucester Fishing Community Preservation Fund, Inc	2023	150523	OUR LADY OF FATIMA
Gloucester Fishing Community Preservation Fund, Inc	467	150479	OVER THE HORIZON
Gloucester Fishing Community Preservation Fund, Inc	1263	150546	SAINT BERNADETTE
Gloucester Fishing Community Preservation Fund, Inc	432	150590	SAINT FRANCIS
Gloucester Fishing Community Preservation Fund, Inc	468	150621	SAINT GEORGE

Owner/Entity	MRI	Permit Number	Vessel Name
Gloucester Fishing Community Preservation Fund, Inc	1530	150539	SAINT JOSEPH
Gloucester Fishing Community Preservation Fund, Inc	200	150568	SAINT JUDE
Gloucester Fishing Community Preservation Fund, Inc	1332	150532	SAINT MARY
Gloucester Fishing Community Preservation Fund, Inc	1650	150512	SAINT NICHOLAS
Gloucester Fishing Community Preservation Fund, Inc	2004	150514	SAINT PETER
Gloucester Fishing Community Preservation Fund, Inc	1967	150544	SAINT ROSALIE
Gloucester Fishing Community Preservation Fund, Inc	476	150582	SAINT STEPHEN
Gloucester Fishing Community Preservation Fund, Inc	1279	150527	SAINT VICTORIA
Gloucester Fishing Community Preservation Fund, Inc	502	150550	SANTA LUCIA
Gloucester Fishing Community Preservation Fund, Inc	1712	150553	SANTA MARIA
Gloucester Fishing Community Preservation Fund, Inc	1855	150589	SKIFF III
Gloucester Fishing Community Preservation Fund, Inc	985	150784	TEXAS
Gloucester Fishing Community Preservation Fund, Inc	2739	151254	THERESA R
Gloucester Fishing Community Preservation Fund, Inc	1011	150802	VINCIE N
KDL INC	421	149838	SALVATORE
F/V Emilie Inc	498	149675	JUNE
Gloucester Fishing Community Preservation Fund, Inc	4304	150781	STEPHANIE LYNN

There are no Active Members in NEFS IV.

EXHIBIT B

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

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

<u>PERMIT</u>	<u>Owner</u>	<u>F/V Name</u>	<u>REGISTRATION</u>
150791	Gloucester Fishing Community Preservation Fund, Inc	LITTLE FLOWER	MS5821AU

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

Permit	F/V Name	Registration	Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass
150592	ACME	MS7975AS		D	3, 4	1		D	1. A1, A2, AOC	
151157	AMERICAN EAGLE	MS4092AX								

Permit	F/V Name	Registration	Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass
150600	AVALON II	MS7757AY			3,4	1		D	1	
150600	BLUE SURF	MS8273AS		D	3, 4			D		
150589	BLUE WATERS	MS7976AS		E	3, 4			D	A1	
150659	BONAVENTURE	MS4145AT		E	3,4			D	1, A1	
151157	CABARET IV II	MS7756AY		E	3,4			D		
150789	CAPE COD	MS5818AU		E	3, 4			D	1, AOC	
150781	CAPE MAY	MS5020AU		C	3, 4			D	1	
150929	CHARLOTTE G II	MS9862AV		C	1,3,4		1	D	1	1
150592	DOLORES J II	MS7754AY		E	3,4			D		
150722	DOLPHIN	MS3099AU		E				D		
241218	ENDEAVOR	907355	A							
150531	HOLY CROSS	MS7177AS		D	3,4				1	
150513	HOLY FAMILY	MS7173AS		C	3,4			D	1	
150669	JEAN D'ARC	MS4517AU		E	3,4			D	1	
150926	JOSEPH & LUCIA	MS9863AV	A	D	1,3,4	1	1	D	1	1
150827	KATIE D	MS8875AU		C	1,3,4	1	1	D	1	1
150762	LADY IN BLUE	MS5386AU	C	C	3, 4			D	1	
150564	LADY OF GOOD VOYAGE	MS7605AS		E	3,4	1		D	1,A1,AOC	1
150560	LADY OF THE ROSARY	MS7606AS		E	3,4		1	D		
150789	LITTLE HUNTER III	MS7755AY		E	3,4			D		
151247	MELISSA SUE II	MS7901AX		E	3,4			D	1	
150914	MISS JUDITH II	MS9861AV		C	1,3,4	1	1	D	1	1

Permit	F/V Name	Registration	Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass
150551	MOTHER & GRACE	MS7604AS		E	3,4			D		
150523	OUR LADY OF FATIMA	MS7178AS		E	3,4	1	1	D	1	
150479	OVER THE HORIZON	MS9445AR		E	3,4			D	1,A1,AOC	
150546	SAINT BERNADETTE	MS7750AS		D	1,3,4	1	1	D	1	1
150590	SAINT FRANCIS	MS7978AS		C	3,4			D	1	
150621	SAINT GEORGE	MS4146ZG		E	3,4	1	1	D	1	
150539	SAINT JOSEPH	MS7751AS		C	3,4		1	D	1,A1	
150568	SAINT JUDE	MS7607AS		D	3,4			D	1	
150532	SAINT MARY	MS7179AS		E	3,4			D	1,A1	
150512	SAINT NICHOLAS	MS7172AS		E	3,4			D	1,A1	
150514	SAINT PETER	MS7176AS		E	3,4			D	1,A1	
150544	SAINT ROSALIE	MS7175AS		E				D		
150582	SAINT STEPHEN	MS7977AS		D	3, 4			D	1	
150527	SAINT VICTORIA	MS7174AS		E	3,4			D	A1,A2	
150550	SANTA LUCIA	MS7286AS		C				D	1	
150553	SANTA MARIA	MS7608AS		E	1,3,4		1	D	1,A2	1
150589	SKIFF III	MS7759AY		E	3,4			D	1,A1	
150784	TEXAS	MS5822AU		C	3,4			D	1	
151254	THERESA R	MS7899AX		E	3,4			D		
150802	VINCIE N	MS6699AU		C	1, 3, 4		1	D	1	1
149838	SALVATORE	MS5113AX		E	3,4	1	1	D	1	
150749	LEVIATHAN	MS3890AX		C	3,4	1	1	D	1	1

Permit	F/V Name	Registration	Scallop	Monk	Squid/Mackerel/Butterfish	Summer Flounder	Scup	Herring	American Lobster	Black Sea Bass
150666	CURLEW	MS3257AX		D	3,4	1	1	D	1,A2,AOC	1
149675	JUNE	MS0108FV		E		1	1	D	1	1
150781	STEPHANIE LYNN	MS8405AY		E	3,4			D	A1	

Sector	Owner/Entity	MRI	Permit Number	Vessel Name	Documentation/	Active Member
NEFS IV	BOSTON SUSTAINABLE FISHING PRES FUND INC	1812	150666	CURLEW	MS3257AX	N
NEFS IV	BOSTON SUSTAINABLE FISHING PRES FUND INC	868	150749	LEVIATHAN	MS3890AX	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	246	150592	ACME	MS7975AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2678	151157	AMERICAN EAGLE	MS4092AX	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	234	150600	AVALON II	MS7757AY	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1491	150600	BLUE SURF	MS8273AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1365	150589	BLUE WATERS	MS7976AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1320	150659	BONAVENTURE	MS4145AT	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	147	151157	CABARET IV II	MS7756AY	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1880	150789	CAPE COD	MS5818AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	505	150781	CAPE MAY	MS5020AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	794	150929	CHARLOTTE G II	MS9862AV	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1551	150592	DOLORES J II	MS7754AY	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	125	150722	DOLPHIN	MS3099AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	594	241218	ENDEAVOR	907355	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1709	150531	HOLY CROSS	MS7177AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	444	150513	HOLY FAMILY	MS7173AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1867	150669	JEAN D'ARC	MS4517AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	358	150926	JOSEPH & LUCIA	MS9863AV	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1447	150827	KATIE D	MS8875AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	684	150762	LADY IN BLUE	MS5386AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2112	150564	LADY OF GOOD VOY	MS7605AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	356	150560	LADY OF THE ROSAR	MS7606AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2044	150789	LITTLE HUNTER III	MS7755AY	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	210	151247	MELISSA SUE II	MS7901AX	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	665	150914	MISS JUDITH II	MS9861AV	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2356	150551	MOTHER & GRACE	MS7604AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2023	150523	OUR LADY OF FATIM	MS7178AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	467	150479	OVER THE HORIZON	MS9445AR	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1263	150546	SAINT BERNADETTE	MS7750AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	432	150590	SAINT FRANCIS	MS7978AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	468	150621	SAINT GEORGE	MS4146ZG	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1530	150539	SAINT JOSEPH	MS7751AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	200	150568	SAINT JUDE	MS7607AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1332	150532	SAINT MARY	MS7179AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1650	150512	SAINT NICHOLAS	MS7172AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2004	150514	SAINT PETER	MS7176AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1967	150544	SAINT ROSALIE	MS7175AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	476	150582	SAINT STEPHEN	MS7977AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1279	150527	SAINT VICTORIA	MS7174AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	502	150550	SANTA LUCIA	MS7286AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1712	150553	SANTA MARIA	MS7608AS	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1855	150589	SKIFF III	MS7759AY	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	985	150784	TEXAS	MS5822AU	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	2739	151254	THERESA R	MS7899AX	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	1011	150802	VINCIE N	MS6699AU	N
NEFS IV	KDL INC	421	149838	SALVATORE	MS5113AX	N
NEFS IV	F/V Emilie Inc	498	149675	JUNE	MS0108FV	N
NEFS IV	Gloucester Fishing Community Preservatio Fund, Inc	4304	150781	STEPHANIE LYNN	MS8504AY	N

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **LEASE-ONLY SECTOR / NO Active Vessels**

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

5 *The Members and the Participating Vessels of **Northeast Fishery Sector IV** agree to be legally*
6 *bound to follow the Harvesting Rules for the Fishing Year 2012 as described herein, in*
7 *accordance with all provisions of the Sectors Operations Plans and Agreement (herein*
8 *“Agreement”), notwithstanding those rules and regulations applicable to the common pool*
9 *Multispecies vessels. The Members and the Participating Vessels will not harvest Sector ACE or*
10 *engage in other fishing activity for the Fishing Year 2012. The Sector ACE will only be utilized*
11 *through Inter-Sector ACE transfers primarily to NEFS II and NEFS III.*

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

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

13
14 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively
15 lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish
16 stocks.

17 **2. QUOTA MANAGEMENT:** Sector members will use a PC based software for collecting data,
18 reporting transfers, and logbook information.

19 **3. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-
20 Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS
21 reduction proposed in Amendment 16 for common pool vessels. Members will be allowed to
22 lease DAS to other sectors/members.

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

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

25
26 **5.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** Because no
27 participating vessels will catch groundfish, no increased reporting frequency is
28 required.

29 **5.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector
30 Manager will include any enforcement or reporting compliance issues, including
31 violations of Operations Plan (excluding those sections identified as
32 administrative provisions); regulations; or general problems with monitoring or
33 sectors operations in their *Trip Issue Report* which is submitted to NMFS.

1 **6. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager
2 will submit an annual report to NMFS and the Council that summarizes: fishing (Leasing/
3 Transferring) activities of Members, including harvest levels of all species by sector vessels
4 (landings and discards by gear types); enforcement actions; and any other relevant information
5 required to evaluate the performance of the Sector. The sector will submit required reports
6 using the format and procedure prescribed by NMFS.

7 **7. DATA RECONCILIATION:** The Sector Manager will verify that ACE transfers are reconciled
8 with the Sectors that have participated with the sector for consistency. The Sector will receive
9 the data electronically to expedite and automate data reconciliation. If a discrepancy is
10 detected, the Sector Manager will notify the other sector(s) and NMFS of the discrepancy and
11 will note discrepancies on the weekly report until resolved.

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

16 **9. DATA MANAGEMENT:** All data necessary for sector ACE management, including all elements
17 of VTR logbook and daily / weekly reporting requirements will be input electronically.
18 Notwithstanding reporting requirements that cannot be altered by a sectors operations plan,
19 the Sector's server will be capable of collecting, storing, converting and relaying all data
20 elements necessary to meet all reporting requirements in the formats required by the
21 recipients

22 **10. PROOF OF SECTOR MEMBERSHIP:** For the fishing year 2012, no members / vessels of
23 Northeast Fishery Sector IV will be authorized to harvest the Sector's ACE. Therefore, LOAs
24 would not be a necessary component of this Sectors operations.
25

26 **11. SECTOR SPECIFIC EXEMPTIONS:** In addition to the Universal Exemptions granted to all
27 Sectors, as referenced in §4.0 of the Agreement, Members agree to abide by the following
28 obligations, as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

29 **11.2 LENGTH AND HORSEPOWER RESTRICTIONS OF THE DAS LEASING PROGRAM:**

30 **11.3 REQUIREMENT TO POWER A VMS WHILE AT DOCK:**

31

32

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

5 **12.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-
6 sector (between members) within the guidelines and procedures contained in the FMP
7 and as amended by Amendment 16. The Sector would accept any future relief in the
8 length and horsepower constraints of the program that may be authorized by the RA in
9 the future.

10 **12.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-
11 at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only
12 with Members of other Sectors whom are similarly exempt. Members acknowledge
13 that such DAS leasing would not be exempted from existing length and horsepower
14 constraints as currently contained in applicable regulations.

15 **12.3 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one
16 Environmental Assessment for all sectors seeking authorization for Fishing Year 2012,
17 and that NMFS communication has stated that if an exemption is approved for one
18 Sector, all other authorized Sectors can be similarly approved for that specific
19 exemption based on the terms and conditions of the originally requesting sector. In
20 light of this understanding, NEFS IV will request authorization for such exemptions it
21 deems beneficial for its operations, prior to the publication of the final authorizing rule.

22
23 **13. DATABASE MANAGEMENT:** The Sector, acting through its Manager, will maintain the
24 database(s) of vessel trip reports (VTR), dealer, At Sea (ASM) and Dockside (DSM) monitoring
25 reports. In addition, the Sector will maintain any other database it determines necessary for its
26 operations.

27 **14. DOCKSIDE MONITORING AND AT-SEA MONITORING:** This Sector will operate as a Lease-
28 Only Sector in fishing year 2012. No members of Northeast Fishery Sector IV will actively
29 engage in fishing activities with the MRI permits or vessels listed as "Members" in exhibit A.

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent
3 those sections of **NEFS IV** Agreement and related Exhibits that are Administrative in nature and
4 therefore not subject to enforcement by the National Marine Fisheries Service, as required to be
5 specified by sector regulations 50 CFR 648.87(b)(2)(x). This Sector will operate as a LEASE-ONLY Sector
6 in fishing year 2012. No member or member vessel/s will be authorized to harvest Sector ACE or to
7 otherwise engage in fishing activities during the 2012 fishing year. Therefore, provisions of A16 and the
8 Northeast multi-species FMP and this Operations Plan and Agreement that are applicable to fishing /
9 harvesting activities are implicitly irrelevant to the FY 2012 operations of Northeast Fishery Sector IV.
10 Note: Some provisions of this Operations Plan and Agreement are not applicable while the sector is a
11 Lease-Only operation and are designated: "NA" (not applicable). Those provisions that are
12 administrative are listed in this addendum and designated with "NA".

13 **SECTOR OPERATIONS PLAN AND AGREEMENT**

- 14 1. Sector Name.
- 15 2. Sector Eligibility and Membership.
- 16 4. Sector Allocation and Exemptions.
- 17 5. Distribution of Sector ACE.
- 18 6. Sector Manager and Registered Agent.
- 19 7. Consolidation Plan.
- 20 7.1 Harvest Share Reserve
- 21 7.2 Harvest Share Use.
- 22 7.3 Harvest Share Transfer.
- 23 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
24 applies to Harvesting Rules Sections 1, 5, 6, 7, and 11 which are enforceable and therefore not
25 considered administrative under this section.
- 26 7.5 Re-direction Of Effort.
- 27 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 28 7.7 Consolidation and Redistribution of ACE:

- 1
- 2 8. Release of Catch Data.
- 3 9. Catch Monitoring and Reporting.
- 4 10. Breach and Remedies for Breach.
- 5 10.1 Liquidated Damages Schedule and Schedule Amendments. NA
- 6 10.2 Enforcement Committee.
- 7 10.3 Liquidated Damages Base Value and Multiplier Adoption. NA
- 8 10.4 Liquidated Damages Calculation. NA
- 9 10.5 Notice to Vessel Masters; Assumption of Liability. NA
- 10 10.6 Liquidated Damages Security. NA
- 11 10.7 Manager Action in Response to Apparent Breach.
- 12 10.8 Member Appeals. NA
- 13 10.9 Voluntary Compliance.
- 14 10.10 Liquidated Damages Collection and Related Expenses. NA
- 15 10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA
- 16 10.12 Distribution of Damages. NA
- 17 11. Joint Liability and Indemnification.
- 18 12. Membership Termination
- 19 14. Stop Fishing Order; Injunctive Relief. NA
- 20 15. Permit Transfer/Sale.
- 21 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 22 17. Sector Membership Fees.

1 18. Binding Arbitration.

2 19. Amendment and Incorporation by Reference.

3

4 EXHIBIT C

5 HARVESTING RULES

6 2. QUOTA MANAGEMENT:

7 7. DATA RECONCILIATION:

8 8. ADMINISTRATIVE EXEMPTION:

9 9. DATA MANAGEMENT:

10 13. DATABASE MANAGEMENT:

11

12

1
2

EXPLANATORY ADDENDUM

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

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

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

INFORMATIONAL ADDENDUM

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Vito Giacalone/Paula Sullivan	Manager/Program Coordinator	Day-to-Day Sector Operations	Vitofish@earthlink.net , pryangfcpf@aol.com ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
Elizabeth Etrie/Vito Giacalone	Program Director, Northeast Sector Service Network/Manager	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com , vitofish@earthlink.net	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
Vito Giacalone/Paula Sullivan	Manager/Program Coordinator	Reporting i.e. vessel reporting requirements involving sector trips.	Vitofish@earthlink.net , pryangfcpf@aol.com ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
Jackie Odell/Vito Giacalone	Executive Director, Northeast Seafood Coalition/Manager	Policy Issue	jackie_odell@yahoo.com , vitofish@earthlink.net	(978) 283-9992	4 Parker Street	Gloucester	MA	01930
Vito Giacalone/Paula Sullivan	Manager/Program Coordinator	Sector Specific Research	Vitofish@earthlink.net , pryangfcpf@aol.com ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930
Vito Giacalone/Paula Sullivan	Manager/Program Coordinator	Sector Specific Outreach	Vitofish@earthlink.net , pryangfcpf@aol.com ,	(978) 281-1770	10 Witham Street	Gloucester	MA	01930

**NORTHEAST FISHERY SECTOR IV
FY 2012 SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT is entered into as of this 29 day of November 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of November 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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

3. Member acknowledges that; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Boston Sustainable Fishing Preservation Fund

Name of Authorized Representative (print):

Michael Walsh

Title: President

List all permits enrolling in NEFS IV.

Permit Number: 150749 MRI 868

Permit Number: 150666 MRI 1812

Permit Number: _____ MRI _____

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

THIS ADHERENCE AGREEMENT is entered into as of this 22 day of NOVEMBER 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of November 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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

3. Member acknowledges that; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

KDC INC

Name of Authorized Representative (print):

MICHAEL WALSH

Title: PRESIDENT

List all permits enrolling in NEFS IV.

Permit Number: 149838 MRI 421

Permit Number: _____ MRI _____

Notary Public:



**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

KDL, INC. Summary Screen



Help with this form

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

Entity Type: Domestic Profit Corporation

Identification Number: 043477475

Old Federal Employer Identification Number (Old FEIN): 000667623

Date of Organization in Massachusetts: Jul 22 1999

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 01 / 01

The location of its principal office:

No. and Street: 204 CEDAR ST.

City or Town: STOUGHTON

State: MA

Zip: 02072

Country: USA

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

No. and Street:

City or Town:

State:

Zip:

Country:

Name and address of the Registered Agent:

Name: MICHAEL WALSH

No. and Street: 204 CEDAR STREET

City or Town: STOUGHTON

State: MA

Zip: 02072

Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MICHAEL WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA	UNTIL SUCCESSOR IS DULY ELECTED
TREASURER	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA	UNTIL SUCCESSOR IS DULY ELECTED
SECRETARY	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA	UNTIL SUCCESSOR IS DULY ELECTED

DIRECTOR	KAREN WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA	UNTIL SUCCESSOR IS DULY ELECTED
DIRECTOR	MICHAEL WALSH	204 CEDAR ST., STOUGHTON, MA 02072 USA	UNTIL SUCCESSOR IS DULY ELECTED

business entity stock is publicly traded:

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	2,000

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

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

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

Comments

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

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of NOV, 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of November 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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

3. Member acknowledges that; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

Continued on next page

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

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

List all Permits Enrolling in NEFS IV:

MRI	PERMIT NUMBER	VESSEL NAME	MRI	PERMIT NUMBER	VESSEL NAME
125	150722	DOLPHIN	1279	150527	SAINT VICTORIA
147	151157	CABARET IV II	1320	150659	BONAVENTURE
200	150568	SAINT JUDE	1332	150532	SAINT MARY
210	151247	MELISSA SUE II	1365	150589	BLUE WATERS
234	150600	AVALON II	1447	150827	KATIE D
246	150592	ACME	1491	150600	BLUE SURF
356	150560	LADY OF THE ROSARY	1530	150539	SAINT JOSEPH
358	150926	JOSEPH & LUCIA	1551	150592	DOLORES J II
432	150590	SAINT FRANCIS	1650	150512	SAINT NICHOLAS
444	150513	HOLY FAMILY	1709	150531	HOLY CROSS
467	150479	OVER THE HORIZON	1712	150553	SANTA MARIA
468	150621	SAINT GEORGE	1855	150589	SKIFF III
476	150582	SAINT STEPHEN	1867	150669	JEAN D'ARC
502	150550	SANTA LUCIA	1880	150789	CAPE COD
505	150781	CAPE MAY	1967	150544	SAINT ROSALIE
594	241218	ENDEAVOR	2004	150514	SAINT PETER
665	150914	MISS JUDITH II	2023	150523	OUR LADY OF FATIMA
684	150762	LADY IN BLUE	2044	150789	LITTLE HUNTER III
794	150929	CHARLOTTE G II			LADY OF GOOD VOYAGE
843	150791	LITTLE FLOWER	2112	150564	VOYAGE
985	150784	TEXAS	2356	150551	MOTHER & GRACE
1011	150802	VINCIE N	2678	151157	AMERICAN EAGLE
1263	150546	SAINT BERNADETTE	2739	151254	THERESA R

Signature of Authorized Representative:

x.  _____

Owner/Entity Name: Gloucester Fishing Community Preservation Fund Inc.

Name of Authorized Representative (print): Vito Giacalone

Title: President

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

THIS ADHERENCE AGREEMENT is entered into as of this 2 day of Dec. 2011, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS IV Sector Operations Plan and Agreement dated effective as of November 1, 2011 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS IV (the "Sector").

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

3. Member acknowledges that; Section 12 Membership Termination of the Operations Plan specifies the process and dates in which a NEFS IV Member may withdraw without penalty or prejudice. A Member who wishes to withdraw from NEFS IV must do so in the manner specified in the Operations Plan.

4. Member acknowledges that NEFS IV is a Lease Only Sector and that enrollment is as a Non-Active Member.

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:



Owner/Entity Name:

FIV Emilie Inc.

Name of Authorized Representative (print):

JOSEPH MALARDO

Title: PRESIDENT.

List all permits enrolling in NEFS IV.

Permit Number: 149075 MRI 498 FIV June

Permit Number: _____ MRI _____

Notary Public:



**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

F/V EMILIE, INC. Summary Screen

[?](#)
Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: F/V EMILIE, INC.

Entity Type: Domestic Profit Corporation

Identification Number: 000745225

Old Federal Employer Identification Number (Old FEIN): 000000000

Date of Organization in Massachusetts: 03/13/2001

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 01 / 01

The location of its principal office:

No. and Street: 28 DALE AVE.
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

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

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

Name and address of the Registered Agent:

Name: JOSEPH ORLANDO
No. and Street: 7 BIRCH GROVE HEIGHTS
City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA	
TREASURER	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA	
SECRETARY	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA	
CLERCK	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS GLOUCESTER, MA 01930 USA	
DIRECTOR	JOSEPH ORLANDO	7 BIRCH GROVE HEIGHTS	

GLOUCESTER, MA 01930 USA

business entity stock is publicly traded:

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

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

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

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

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

Comments

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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

BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Nonprofit Corporation: BOSTON SUSTAINABLE FISHING PRESERVATION FUND, INC.

The name was changed from: BOSTON SUSTAINABLE FISHING COMMUNITY PRESERVATION FUND, INC. **on** 8/5/2010

Entity Type: Nonprofit Corporation

Identification Number: 001007994

Date of Organization in Massachusetts: 07/10/2009

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

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

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

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

The name and address of the Resident Agent:

Name: MICHAEL WALSH
 No. and Street: 204 CEDAR ST.
 City or Town: STOUGHTON State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MICHAEL WALSH	204 CEDAR ST. STOUGHTON, MA 01930 USA	
TREASURER	SALVATORE TORY BRAMANTE	14 ALYSSA DR. WAKEFIELD, MA 01880 USA	
CLERK	BERNARD BRAMANTE JR.	36 GUMWOOD LANE WAKEFIELD, MA 01880 USA	
DIRECTOR	MICHAEL WALSH		

204 CEDAR ST.
STOUGHTON, MA 01930 USA

DIRECTOR SALVATORE TORY BRAMANTE

14 ALYSSA DR.
WAKEFIELD, MA 01880 USA

DIRECTOR FRANK GABLE PH.D.

42-44 BOSTON FISH PIER
BOSTON, MA 02210 USA

DIRECTOR BERNARD BRAMANTE JR.

36 GUMWOOD LANE
WAKEFIELD, MA 01880 USA

DIRECTOR ANDREW WALSH

171 PLEASANT ST., APT. 3
STOUGHTON, MA 01930 USA

Consent	Manufacturer	Confidential Data	Does Not Require Annual Report
Partnership	<input checked="" type="checkbox"/> Resident Agent	For Profit	Merger Allowed

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

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

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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

GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC. Summary Screen



Help with this form

Request a Certificate

The exact name of the Nonprofit Corporation: GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.

Entity Type: Nonprofit Corporation

Identification Number: 640961351

Old Federal Employer Identification Number (Old FEIN): 000951298

Date of Organization in Massachusetts: 05/10/2007

Current Fiscal Month / Day: /

Previous Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 10 WITHAM ST.
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

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

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

The name and address of the Resident Agent:

Name: UNKNOWN
 No. and Street: NONE
 City or Town: NONE State: MA Zip: 00000 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name	Address (no PO Box)	Expiration of Term
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
PRESIDENT	VITO GIACALONE	4 EDGEWOOD RD. GLOUCESTER, MA 01930 USA	
TREASURER	JACQUELINE ODELL	17 MAIN ST. #5 GLOUCESTER, MA 01930 USA	
CLERK	DALE BROWN	37 BEACON ST. GLOUCESTER, MA 01930 USA	
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE. GLOUCESTER, MA 01930 USA	

DIRECTOR

JACQUELINE ODELL

17 MAIN ST. #5
GLOUCESTER, MA 01930 USA

DIRECTOR

VITO GIACALONE

4 EDGEWOOD RD.
GLOUCESTER, MA 01930 USA

DIRECTOR

DALE BROWN

37 BEACON ST.
GLOUCESTER, MA 01930 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:

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

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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

IV NORTHEAST FISHERY SECTOR, INC. Summary Screen



Help with this form

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 001003612

Date of Organization in Massachusetts: 05/26/2009

Current Fiscal Month / Day: 12 / 31

Previous Fiscal Month / Day: 12 / 31

The location of its principal office in Massachusetts:

No. and Street: 10 WITHAM STREET
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

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

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

The name and address of the Resident Agent:

Name: VITO GIACALONE
 No. and Street: 10 WITHAM STREET
 City or Town: GLOUCESTER State: MA Zip: 01930 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	VITO GIACALONE	4 EDGEWOOD RD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
TREASURER	JACQUELINE ODELL	17 MAIN ST. #5 GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	DALE BROWN	37 BEACON ST GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE	Until successor is elected and qualified

GLOUCESTER, MA 01930 USA

DIRECTOR

VITO GIACALONE

4 EDGEWOOD RD
GLOUCESTER, MA 01930 USA

Until successor is
elected and qualified

DIRECTOR

JACQUELINE ODELL

17 MAIN ST. #5
GLOUCESTER, MA 01930 USA

Until successor is
elected and qualified

Consent

Manufacturer

Confidential Data

Does Not Require Annual Report

Partnership

Resident Agent

For Profit

Merger Allowed

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

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

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