

SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of December 1, 2011 (the “Effective Date”), by and among XI, Northeast Fishery Sector Inc. (“NEFS XI”) 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 XI, 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), and the vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit A**, which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

2.1 **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 # 131421 under the distinct ownership of Charles Felch Jr., permit # 144049 under the distinct ownership of Jayson Driscoll, and permit # 233539 under the distinct ownership of Jeff White.

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.

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 harvest or 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 harvest or transfer, as adjusted by transfers and Sector retainages including but not limited to the Reserve, made in accordance with this Agreement, is referred to hereafter as a Member's "Harvest Share". Each Member may harvest or transfer its Harvest Share only under the terms and conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the Enforcement

Committee (as defined below) and the Board in accordance with this Agreement. Any other attempted harvest or transfer of a Member's Harvest Share shall be a breach of this Agreement.

6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Joshua Wiersma will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2012 who will be acting as their Manager for FY 2012-2013.

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 XI should be directed accordingly. In addition to the Sector Manager, Elizabeth Etrie, or acting program director of Northeast Sector Service Network is authorized to act on behalf of the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

President: Jayson Driscoll

Treasurer: James Hayward

Clerk: Ellen Goethel

Directors: Jayson Driscoll, Peter Kendall, Geordie King, Thomas Lyons,
James Hayward, Ellen Goethel, Randy Gauron, Peter Lagertrom

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 harvested in accordance with the terms and conditions of this Section 7.

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

7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before December 1, 2012 (the "Notification Date"), and on or before succeeding Notification Dates established by the Board for FY 2012 and thereafter of their intention to harvest Sector ACE ("Active Members") may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall identify the vessels which will be used for such harvest. Non-active Members shall not harvest Sector ACE, including without limitation, their own Harvest Share. No Active Member shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each Member's Harvest Share shall be subject to all NMFS and other management regulations generally applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE allocation permitted to be harvested in such season or area. The Manager may impose and enforce additional restrictions on each Active Member's harvest of Sector ACE authorized by this Agreement or adopted by the Board.

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

(a) Not fishing in ACE-accountable fisheries;

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

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

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

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

7.3 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 Active Member shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing Plan available to Active Members prior to the commencement of the fishing season.

7.5 Re-direction Of Effort. During FY 2010, NEFS XI vessels switched fishing efforts into the following fisheries to a greater extent than in previous years due to decreased opportunities to participate in the groundfish fishery, however these are fisheries that NEFS XI vessels have historically participated in:

- Fishery: Monkfish (Gear: ELM Gillnet)
- Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- Fishery: Shrimp (Gear: Trawl)
- Fishery: Squid (Gear: Trawl)
- Fishery: Whiting (Gear: Trawl)
- Fishery: Herring (Gear: Trawl)
- Fishery: Lobster (Gear: pot/trap)

During the first quarter of FY 2011, NEFS XI vessels switched effort into the following fisheries:

- Fishery: Monkfish (Gear: ELM Gillnet)
- Fishery: Dogfish (Gear: ELM Gillnet; trawl)
- Fishery: Whiting (Gear: Trawl)
- Fishery: Herring (Gear: Trawl)

- Fishery: Skate (Gear: ELM Gillnet)

During FY 2012, NEFS XI anticipates a similar redirection of effort to the fisheries listed above.

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

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

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

In FY 2011, 75% of the permits which are enrolled in the NEFS XI Sector for FY 2012 are attached to vessels actively fishing for NE Multispecies. For FY 2012, the NEFS XI Sector has 42 permits currently enrolled. Of those 42 permits, 78% are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the NEFS XI Sector expects that compared to FY 2011 there would be no change from the consolidation that previously occurred within the sector during FY 2011. The member permits that are not attached to active NE multispecies vessels in FY 2012 are the same permits that leased out their PSC in FY 2011. In most cases, a member who owns multiple permits fished the ACE 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.

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 [XI Northeast Fishery Sector Inc.]; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with

the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, 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. Each Active Member shall comply with all catch monitoring and reporting requirements established by the Manager, which may include but are not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved dockside landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely basis. Without limiting the foregoing, each Active Member shall submit on a timely basis all catch information as required by and necessary for the Manager to complete and file the Sector's weekly reports. Each Active Member's harvest of Sector ACE shall be calculated and tabulated in accordance with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent manifest error, the catch and delivery information produced by the Manager shall be presumed accurate, and absent manifest error, each Member's obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such information.

10. 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.

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

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

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

Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share overages.

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

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

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

10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if the Manager concludes that a Member has breached this Agreement, the Manager shall notify such Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,

in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the time period directed by the Manager, taking into account the magnitude of the breach and the potential consequences of the breach for the Sector and the other Members, the Manager shall notify the Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described above, the Manager concludes it is necessary for the protection of the interests of the Sector and its Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector manager may take any action he/she deems necessary including without limitation, self help or court action which may include the seeking of injunctive relief.

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

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

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

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

11. 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 Active Member agrees to indemnify, defend and hold the Sector and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or related to any breach of this Agreement related to such Active Member's harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures

of any nature whatsoever arising out of or related to such Member's breach of this Agreement. Each Member's indemnification obligation under this Section 11 is separate from and in addition to each Member's liquidated damages and consequential damages obligations under Section 10, above. 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 on or before December 1, 2011, or such date as the Board may from time to time establish for that purpose (the "Termination Date") each year. A Member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its Sector membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Termination Date, each of the other Members shall have ten (10) days from the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is 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. Sector members may be held jointly and severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a Sector member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the Sector's allocation may be reduced by the overage in the following fishing year, and the Sector, each vessel, and vessel operator and/or vessel owner participating in the Sector may be jointly and severally liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such overage. In addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of this Agreement for which a Member would be liable for damages. Because each incident of ACE

overharvest would constitute a separate violation of the Amendment 16 regulations, and because each such incident would be treated as a prior violation by NMFS for purposes of determining appropriate fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting its ACE would be consequential and irreparable.

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

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

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

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

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.

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

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 *sua* sponte and without any notice or hearing issue a Stop Fishing Order or an Order of Expulsion respecting such Member in breach.

The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*

pendens or any other action in a court of law having jurisdiction of the parties, it being understood and agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court for the County where the registered office of the Sector is located shall be deemed to have such jurisdiction

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

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

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EXHIBIT A

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

To be provided on December 1, 2011 Roster/Contract Deadline

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

[INSERT TABLE]

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

[INSERT TABLE]

EXHIBIT A

Sector Membership Fishing Year 2011 (May 1, 2012 to April 30, 2013)

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

Owner/Entity	Permit #	MRI #	Vessel Name
James Hayward	118675	1735	Sweet Carolyn
Charles Felch	131421	1197	Lady Victoria
XI Northeast Fishery Sector Inc.	151405	85	Unnamed
Heidi and Elisabeth Fisheries Inc	148106	1969	Heidi & Elisabeth
James Hayward	147937	1879	Rolling Stone
James Jones	148837	1782	Wil-Mar
Jayson Driscoll	144049	1913	Karen Lyn
Jeff White	233539	1990	Jacque and Nicole
Jon Drake	211035	20	Paniolo
Kurtis Lang	150059	44	Alanna Renee
Parental Guidance Inc	149374	298	Rimrack
Norman Pike	146759	1781	Hope Lynn
Norman Pike	146679	1920	Sandi Lynn
Peter Lagerstrom		1821	
Jayson Driscoll	127422	1789	P & J
Richard Anderson	146669	270	Bridget Leigh
Sassy II Inc	149496	1745	Ashley E
Thomas Lyons	232278	1694	Marion J
Katie-rue LLC	231481	198	Katie-Rue
F/V Wendy Leigh LLC	144354	2058	Wendy Leigh
Randall Morgan	233317	2178	Miss Delores
Peter Flannigan	231422	193	Wendy Lee
A.E. Lang Fishing	310375	509	F/V Lady Dee
Charles Felch	150511	1891	Cupcake
Charles Felch	150030	300	Unnamed
Charles Felch	148571	437	Vicki Mae
Garry Glidden	221742	98	Last Penny
James Bowles	136846	429	Penny B
Heidi and Elisabeth Fisheries Inc	149302	1390	Red Dog
Jayson Driscoll	125236	101	Sweet Scantum
J & K Fisheries Inc	250566	1975	Karen Lynn I

Owner/Entity	Permit #	MRI #	Vessel Name
Jeremy Davis	149701	48003	Nathan D
Jon Drake	150208	1425	Unnamed
Michael Anderson	151180	1573	Unnamed
Michael Anderson	150530	1459	TripBoat
Norman Pike	109689	1765	Lucy Rose
XI Northeast Fishery Sector Inc.	149502	350	unnamed
Sassy II Inc	100192	344	Janice Marie
Steven Lord	221526	2007	Christopher K
Thomas Lyons	150583	1699	unnamed
Erik Anderson	150274	1487	FV Scruffy
Al Cummings			

Owner/Entity	Permit #	MRI #	Vessel Name	Active
James Hayward	118675	1735	Sweet Carolyn	N
Charles Felch	131421	1197	Lady Victoria	Y
XI Northeast Fishery Sector Inc.	151405	85	Unnamed	N
Heidi and Elisabeth Fisheries Inc	148106	1969	Heidi & Elisabeth	Y
James Hayward	147937	1879	Rolling Stone	N
James Jones	148837	1782	Wil-Mar	Y
Jayson Driscoll	144049	1913	Karen Lyn	N
Jeff White	233539	1990	Jacque and Nicole	Y
Jon Drake	211035	20	Paniolo	Y
Kurt Lang	150119	44	Allanna Renee	Y
Parental Guidance Inc	149374	298	Rimrack	Y
Norman Pike	146759	1781	Hope Lynn	Y
Norman Pike	146679	1920	Sandi Lynn	Y
Peter Lagerstrom		1821		Y
Jayson Driscoll	127422	1789	P&J	Y
Richard Anderson	146669	270	Bridget Leigh	Y
Sassy II Inc	149496	1745	Ashley E	Y
Thomas Lyons	232278	1694	Marion J	Y
Katie-rue LLC	231481	198	Katie-Rue	Y
F/V Wendy Leigh LLC	144354	2058	Wendy Leigh	N
Randall Morgan	233317	2178	Miss Delores	Y
Peter Flannigan	231422	193	Wendy Lee	N
A.E. Lang Fishing	310375	509	F/V Lady Dee	N
Charles Felch	150511	1891	Cupcake	N
Charles Felch	150030	300	Unnamed	N
Charles Felch	148571	437	Vicki Mae	N
Garry Glidden	221742	98	Last Penny	N
James Bowles	136846	429	Penny B	Y
Heidi and Elisabeth Fisheries Inc	149302	1390	Red Dog	N
Jayson Driscoll	125236	101	Sweet Scantum	N
J & K Fisheries Inc	250566	1975	Karen Lynn I	Y
Jeremy Davis	149701	48003	Nathan D	N
Jon Drake	150208	1425	Unnamed	N
Michael Anderson	151180	1573	Unnamed	N
Michael Anderson	150530	1459	TripBoat	N
Norman Pike	109689	1765	Lucy Rose	N
XI Northeast Fishery Sector Inc.	149502	350	unnamed	N
Sassy II Inc	100192	344	Janice Marie	N
Steven Lord	221526	2007	Christopher K	N
Thomas Lyons	150583	1699	unnamed	N
Erik Anderson	150274	1487	FV Scruffy	N
Al Cummings	148770	47934		N

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

Owner/Entity	Vessel Name	Doc/Reg #
Charles Felch	Lady Victoria	NH 0001 CF
Heidi and Elisabeth Fisheries Inc	Heidi & Elisabeth	ME 6146 M
James Hayward	Rolling Stone	ME 6146 T
James Jones	Wil-Mar	NH 6912 BK
Jeff White	Jacque and Nicole	1165554
Jon Drake	Paniolo	656372
Kurtis Lang	Alanna Renee	NH 9660 BK
Parental Guidance Inc	Rimrack	NH 4444 MA
Norman Pike	Hope Lynn	NH 0733 BA
Norman Pike	Sandi Lynn	NH 3867 AZ
Jayson Driscoll	P & J	NH 2398 AN
Richard Anderson	Bridget Leigh	NH 3911 AZ
Sassy II Inc	Ashley E	NH 0436 BK
Thomas Lyons	Marion J	653821
Katie-rue LLC	Katie-Rue	910561
James Bowles	Penny B	NH 6173 AV
J&K Fisheries Inc	Karen Lynn I	631485

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EXHIBIT B

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

To be provided on December 1, 2011 Roster/Contract Deadline

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

[INSERT TABLE]

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

[INSERT TABLE]

EXHIBIT B

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year
2011 (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:

Sector Member	Vessel	Permit #
Jonathon Drake	Shearwater	148849

The following table shows all federal and state permits associated with Sector Members

[INTENTIONALLY LEFT BLANK]

Sector Member	Vessel	State/Federal	Type	Permit #/(MRI # For Federal Multispecies)	Year	Enrolled In Sector NEFS XI
Erik Anderson	F/V Scruffy	Federal	Multi-species	1487	2011-2012	Yes
Erik Anderson	Lanie B	State	NH Comm. Saltwater	CS90078	2011-2012	N/A
Stephen Lord	Christopher K	Federal	Multi-species	2007	2011-2012	Yes
Stephen Lord	Christopher K	Federal	Tuna	10011961	2011-2012	N/A
Stephen Lord	NA	State	NH Comm. Saltwater	CS90095	2011-2012	N/A
Stephen Lord	NA	State	NH Lob and Crab	LB90045	2011-2012	N/A
Parental Guidance Inc.	Rimrack	Federal	Multi-species	298	2011-2012	Yes
Madrigan Inc.	Madrigan	Federal	Multi-species	1573	2011-2012	Yes
Michael Anderson	Trip Boat	Federal	Multi-species	1459	2011-2012	Yes
Michael Anderson	Rimrack	State	NH Comm. Saltwater	CS90067	2011-2012	N/A
Michael Anderson	Rimrack	State	NH Wholesale Marine	WM90067	2011-2012	N/A
Michael Anderson	Rimrack	State	MA Commercial-Offshore Lobster/non-trap	148819	2011-2012	N/A
Michael Anderson	Madrigan	State	MA Commercial	148820	2011-2012	N/A
Michael Anderson	Madrigan	State	NH Wholesale Marine	WM90068	2011-2012	N/A
Richard Anderson	Bridget Leigh	Federal	Multi-species	270	2011-2012	Yes
Richard Anderson	Bridget Leigh	State	VA Comm. Saltwater	OLO47039	2011-2012	N/A
Richard Anderson	Bridget Leigh	State	NH Comm. Saltwater	CS90072	2011-2012	N/A
Richard Anderson	Unnamed	State	NH Comm. Saltwater	CS900T3	2011-2012	N/A
James Bowles	Penny B	Federal	Multi-species	429	2011-2012	Yes
James Bowles	Penny B	State	NH Comm. Saltwater	CS90020	2011-2012	N/A
James Bowles	Penny B	State	NH Lob and Crab	LB91089	2011-2012	N/A
James Bowles	Penny B	State	MA Commercial	148431	2011-2012	N/A
J&K Fisheries Inc	Karen Lyn I	Federal	Multi-species	1975	2011-2012	Yes
Jeremy Davis	Karen Lyn I	Federal	Tuna	10020383	2011-2012	N/A
Jeremy Davis	Karen Lyn I	State	NH Comm. Saltwater	NC90006	2011-2012	N/A
Jeremy Davis	Karen Lyn I	State	MA Commercial	14825	2011-2012	N/A
Jeremy Davis	Karen Lyn I	State	ME Commercial Shrimp	3422D	2011-2012	N/A
Jeremy Davis	Karen Lyn I	State	ME Commercial	3411D	2011-2012	N/A
Jeremy Davis	Nathan D	Federal	Multi-species	48003	2011-2012	Yes
Jonathon Drake	Paniola	Federal	Multi-species	20	2011-2012	Yes
Jonathon Drake	Shearwater	Federal	Multi-species (Hand Gear)	148849	2011-2012	No; Enrolled in Common Pool
Jonathon Drake	Paniola	Federal	Tuna	10020601	2011-2012	N/A
Jonathon Drake	Unnamed	Federal	Multi-species	1425	2011-2012	Yes
Jonathon Drake	Paniola	State	NH Comm. Saltwater	CS90070	2011-2012	N/A
Jonathon Drake	Paniola	State	NH Lob and Crab	LB90012	2011-2012	N/A
Jayson Driscoll	Karen Lyn	Federal	Multi-species	1913	2011-2012	Yes
Jayson Driscoll	Sweet Scantum	Federal	Multi-species	101	2011-2012	Yes
Jayson Driscoll	P&J	Federal	Multi-species	1789	2011-2012	Yes
Jayson Driscoll	Karen Lyn	State	VA Comm. Saltwater	OLO32166	2011-2012	N/A
Jayson Driscoll	Karen Lyn	State	MA Commercial-Offshore Lobster/non-trap	157478	2011-2012	N/A
Jayson Driscoll	Karen Lyn	State	NH Comm. Saltwater	CS90002	2011-2012	N/A
James Hayward	Sweet Carolyn	Federal	Multi-species	1735	2011-2012	N/A
Charles Felch	Lady Victoria	Federal	Multi-species	1197	2011-2012	Yes
Charles Felch	Cupcake	Federal	Multi-species	1891	2011-2012	Yes
Charles Felch	Unnamed	Federal	Multi-species	300	2011-2012	Yes
Charles Felch	Vickie Mae	Federal	Multi-species	437	2011-2012	Yes
Charles Felch	Lady Victoria	State	NH Comm. Saltwater	CS90075	2011-2012	N/A
Charles Felch	Lady Victoria	State	MA Commercial	147196	2011-2012	N/A

Charles Felch	Lady Victoria	State	MA Commercial (Coastal Harvest)	25	2011-2012	N/A
Gary Glidden	Last Penny	Federal	Multi-species	98	2011-2012	Yes
Gary Glidden	Last Penny	State	NH Comm. Saltwater	CS90023	2011-2012	Yes
Gary Glidden	Last Penny	State	NH Lob and Crab	LB90087	2011-2012	N/A
Heidi and Elizabeth Inc.	Heidi and Elizabeth	Federal	Multi-species	1969	2011-2012	Yes
Heidi and Elizabeth Inc.	Red Dog	Federal	Multi-species	1390	2011-2012	Yes
James Hayward	Rolling Stone	Federal	Multi-species	1879	2011-2012	Yes
James Hayward	Heidi and Elizabeth	State	ME Commercial	32186H	2011-2012	N/A
James Hayward	Rolling Stone	State	ME Commercial (Shrimp)	32255H	2011-2012	N/A
James Hayward	Rolling Stone	State	ME Commercial	32269H	2011-2012	N/A
James Hayward	Rolling Stone	State	ME Commercial (Lob and Crab)	3933	2011-2012	N/A
James Hayward	Heidi and Elizabeth	State	ME Commercial (Lob and Crab)	3933	2011-2012	N/A
James Hayward	Heidi and Elizabeth	State	NH Comm. Saltwater	NC90008	2011-2012	N/A
James Hayward	Rolling Stone	State	NH Comm. Saltwater	NC90008	2011-2012	N/A
James Jones	Wil-Mar	Federal	Multi-species	1782	2011-2012	Yes
James Jones	Wil-Mar	State	NH Comm. Saltwater	CS90138	2011-2012	N/A
James Jones	Bella Julia	Federal	Multi-species (Lobster)	125049	2011-2012	N/A
James Jones	Wil-Mar	State	MA Commercial (Coastal Harvest)	73	2011-2012	N/A
Peter Lagerstrom	Miss Maura	Federal	Multi-species	1821	2011-2012	Yes
Peter Lagerstrom	Miss Maura	State	MA Commercial	153243	2011-2012	N/A
Peter Lagerstrom	Miss Maura	State	NH Comm. Saltwater	CS90115	2011-2012	N/A
A.E. Lang Fisheries Inc.	Lady Dee	Federal	Multi-species	509	2011-2012	Yes
Andrew Lang	Lady Dee	State	NH Lob and Crab	LB90060	2011-2012	N/A
Andrew Lang	Lady Dee	State	NH Wholesale Marine (Extra Facility)	XF90051	2011-2012	N/A
Andrew Lang	Lady Dee	State	NH Comm. Saltwater	CS90077	2011-2012	N/A
Andrew Lang	Lady Dee	State	NH Wholesale Marine	WM90069	2011-2012	N/A
Andrew Lang	Lady Dee	State	MA Commercial-Offshore Lobster/non-trap	147388	2011-2012	N/A
Kurt Lang	Alanna Renee	Federal	Multi-species	44	2011-2012	Yes
Kurt Lang	Alanna Renee	Federal	NH Lob and Crab	LB90575	2011-2012	N/A
Kurt Lang	Alanna Renee	Federal	NH Comm. Saltwater	CS90024	2011-2012	N/A
Thomas Lyons	Unnamed	Federal	Multi-species	1699	2011-2012	Yes
Thomas Lyons	Marion J	Federal	Multi-species	1694	2011-2012	Yes
Thomas Lyons	Marion J	State	NH Lob and Crab	LB90395	2011-2012	N/A
Thomas Lyons	Marion J	State	NH Comm. Saltwater	CS90087	2011-2012	N/A
Thomas Lyons	Marion J	State	MA Commercial	155547	2011-2012	N/A
Thomas Lyons	Marion J	Federal	Tuna	10020878	2011-2012	N/A
Randall Morgan	Miss Dolores	Federal	Multi-species	2178	2011-2012	Yes
Norman Pike	Sandi Lynn	Federal	Multi-species	1920	2011-2012	Yes
Norman Pike	Hope Lynn	Federal	Multi-species	1781	2011-2012	Yes
Norman Pike	Sandi Lynn	State	NH Comm. Saltwater	CS90083	2011-2012	N/A
Norman Pike	Sandi Lynn	Federal	Tuna	10021779	2011-2012	N/A
Norman Pike	Sandi Lynn	State	NH Inshore Netting	354	2011-2012	N/A
Norman Pike	Hope Lynn	State	MA Commercial	154847	2011-2012	N/A
Norman Pike	Hope Lynn	Federal	Tuna	10002773	2011-2012	N/A
Norman Pike	Lucy Rose	Federal	Multi-species	1765	2011-2012	Yes
Norman Pike	Lucy Rose	Federal	Tuna	10032880	2011-2012	N/A
Norman Pike	Lucy Rose	State	MA Commercial	153286	2011-2012	N/A
Vincent Prien	Katie-Rue	Federal	Multi-species	198	2011-2012	Yes
Vincent Prien	Katie-Rue	State	NH Comm. Saltwater	CS90022	2011-2012	N/A
Vincent Prien	Katie-Rue	State	MA Commercial	157080	2011-2012	N/A
Vincent Prien	Katie-Rue	State	NH Lob and Crab	LB90008	2011-2012	N/A
Sassy II Inc.	Janice Marie	Federal	Multi-species	344	2011-2012	Yes

Richard Syphers	Janice Marie	State	NH Wholesale Marine (Extra Facility)	XF90071	2011-2012	N/A
Richard Syphers	Janice Marie	Federal	Tuna	10013442	2011-2012	N/A
Richard Syphers	Janice Marie	State	MA Commercial	134323	2011-2012	N/A
Sassy II Inc.	Ashleigh E	Federal	Multi-species	1745	2011-2012	Yes
Jeff White	Jacque & Nicole	State	ME Commercial	14335W	2011-2012	N/A
Jeff White	Jacque & Nicole	State	ME Commercial (Lob and Crab)	1365	2011-2012	N/A
Jeff White	Jacque & Nicole	Federal	Multi-species	1990	2011-2012	Yes
Jeff White	FV First Step	Federal	American Lobster Trap	149878	2011-2012	N/A
F/V Wendy Leigh LLC	Wendy Leigh	Federal	Multi-species	2058	2011-2012	Yes
Wendy Whitney	Wendy Leigh	State	MA Commercial-Offshore Lobster/non-trap	153905	2011-2012	N/A
Wendy Whitney	Wendy Leigh	State	NH Wholesale Marine	WM90152	2011-2012	N/A
Peter Flannigan	Wendy Lee	Federal	Multi-species	193	2011-2012	Yes

EXHIBIT C

HARVESTING RULES

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

*The Members and the Participating Vessels of **XI, Northeast Fishery Sector Inc.**, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2012 as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS XI will fish in primarily in the Gulf of Maine & Southern New England/Mid Atlantic (SNE/MA).*

ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

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

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

2. QUOTA MANAGEMENT: Sector vessels, the dealers to which they are delivering fish and dockside monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the

- 1 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest
2 Share management.
- 3 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
4 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE
5 transfers. The remaining 10% is the minimum aggregate total of the RESERVE buffer system. The
6 Sector, through their Board, may alter the RESERVE holdback percentages for any or all stocks held
7 by the Sector to prevent under harvest of the Sector's ACE.
- 8 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
9 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
10 Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the
11 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
12 Harvest Shares trajectories will be set to the Harvest Share. Once 90% of any Sector ACE is
13 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota
14 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing
15 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector
16 Manager to seek additional ACE through an ACE transfer with other sectors.
- 17 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
18 fishing operations must be retained and counted against the Sector's ACE allocation, unless
19 otherwise exempted.
- 20 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
21 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction
22 proposed in Amendment 16 for common pool vessels. Members will be required to use an "A DAS
23 when conducting fishing operations that are not exempted from DAS usage, for example, when
24 fishing under a monkfish DAS.
25
- 26 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
27 of the four stock delineation areas as identified in Amendment 16 and relating implementing
28 regulations.
29
- 30 **8. TRIP END HAIL:** Sector vessels will comply with any Trip End Hail requirements established by the
31 Agency.
32
- 33 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
34 will complete a catch report each time the vessel changes areas.
35
- 36 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
37 one US/CA area or more than one of the four stock areas will complete a catch report each time the
38 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
39 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
40 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
41 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
42
- 43 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

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

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

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

14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING: The reporting due date for the sector manager’s weekly report will be increased to daily when either 80% of any of the sector’s ACEs is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of Maine cod for that sector, and the following week harvests 22% of that ACE, the trigger will have been reached and sector reporting will be changed to daily. The Sector Manager, or a

1 designated representative, will notify NMFS immediately by email, or mail if this, or an
2 agreed upon alternative threshold has been met that triggers daily reporting.

3
4 An alternative threshold for increasing reporting frequency may be implemented during FY
5 2012 if agreed upon by the sector and NMFS.

6 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager will include
7 any enforcement or reporting compliance issues, including violations of Operations Plan
8 (excluding those sections identified as administrative provisions); regulations; or general
9 problems with monitoring or sectors operations in their *Trip Issue Report* which is
10 submitted to NMFS.
11

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

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

33 **17. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
34 logbook area information to calculate stock attribution ratios for all applicable species.
35

36 **18. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
37 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
38 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
39 based on data collected during that trip and will account for all hauls (observed and unobserved) on
40 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate
41 resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard
42 rates.
43

44 **19. ADMINISTRATIVE EXEMPTION:** In order to facilitate electronic data transmission from the sector's
45 vessels to a data collection and distribution web portal, an administrative exemption may or may

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

3
4 **20. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
5 messaging component of their VMS units. All data necessary for sector ACE management, including
6 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
7 formats to minimize characters and maximize message capacity. Notwithstanding reporting
8 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be
9 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
10 requirements in the formats required by the recipients.
11

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

15
16 **21. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
17 Letter of Authorization ("LOA"). Each Member agrees that its sector vessels shall maintain the LOA
18 on-board at all times while fishing for groundfish, as well as a copy of the Sector Agreement and
19 Harvesting Rules. Furthermore, Members acknowledge that the Vessels must comply with all
20 applicable Federal regulations not specifically exempted in the LOA.
21

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

- 24 • Trip limits on allocated stocks
- 25 • Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 26 • All Groundfish DAS restrictions
- 27 • Gulf of Maine Rolling Closures, **except for:**
 - 28 ○ April – Blocks 124, 125, 132, 133
 - 29 ○ May – Blocks 132, 133, 138, 138,139,140
 - 30 ○ June – Blocks 139, 140, 145, 146, 147, 152
 - 31 ○ *Unless authorized as a sector specific exemption.*

32
33 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
34 this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in
35 order to utilize these Sector Specific Exemptions:
36

- 37 (22.1) 120-day block out of the fishery required for Day gillnet vessels;
- 38 (22.2) 20-day spawning block out of the fishery required for all vessels;
- 39 (22.3) limits on the number of gillnets imposed on Day gillnet vessels;
- 40 (22.4) prohibition on a vessel hauling another vessel's gillnet gear;
- 41 (22.5) limits on the number of gillnets that may be hauled on GB when fishing under a
- 42 groundfish/monkfish DAS;
- 43 (22.6) limits on the number of hooks that may be fished;
- 44 (22.7) DAS Leasing Program length and horsepower restrictions;
- 45 (22.8) the GOM Sink Gillnet Mesh Exemption January through April;

1 (22.9) extension of the GOM Sink Gillnet Mesh Exemption through May;
2 (22.10) prohibition on discarding legal-size unmarketable fish;
3 (22.11) daily catch reporting by sector managers for sector vessels participating in the CA I Hook
4 Gear Haddock Special Access Program (SAP);
5 (22.12) gear requirements in the U.S./Canada Management Area;
6 (22.13) powering vessel monitoring systems (VMS) while at the dock;
7 (22.14) DSM for vessels fishing west of 72 30' W. long.;;
8 (22.15) DSM for Handgear A-permitted sector vessels; and
9 (22.16) DSM for monkfish trips in the monkfish Southern Fishery Management Area (SFMA).
10 (22.17) Prohibition on fishing inside and outside of the CA I Hook Gear Haddock SAP while on the
11 same trip (not yet effective);
12 (22.18) 6.5-inch (16.5-cm) minimum mesh size requirement for trawl nets (to allow 6-inch (15.2-cm)
13 mesh);
14 (22.19) prohibition on a vessel hauling another vessel's hook gear; and
15 (22.20) the requirement to declare intent to fish in the Eastern U.S./Canada SAP and the CA II
16 Yellowtail Flounder/Haddock SAP prior to leaving the dock (not yet effective).
17

18 **23. AT SEA MONITORING PROGRAM:** The Sector will be participating in the NMFS funded at-sea
19 monitoring program for FY2012. In the event, the Sector chooses to increase at-sea
20 coverage beyond that which is funded and managed by NMFS, the sector will secure a
21 service arrangement with one or more of the certified ASM vendors and assume all costs
22 and responsibilities associated with this private contractual arrangement. Any additional at-
23 sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an
24 independent contract between the Sector and a NMFS approved provider. This additional
25 at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS,
26 will be conducted in the same manner with the same protocols as the NMFS-funded ASM
27 program, and will use approved at-sea monitors. Also, this additional coverage will not be
28 allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-
29 sea monitoring program.

30 **24. DOCKSIDE MONITORING PROGRAM:** In the event DSM is funded by NMFS, the sector will modify
31 its operations plan in accordance with applicable NMFS Dockside Monitoring Standards as codified
32 in 50 CFR 648.7(b)(l)(v)(B), as well as any internal needs that the Sector deems necessary.
33 Additionally, the Sector will contract one or more providers from the list that has been approved by
34 NMFS to provide dockside monitoring and notify NMFS of its selection.

35 **24.1** In the event DSM is funded, the Sector will be requesting that the following exemptions
36 previously approved in FY 2011 be authorized.

37 **24.1. 1** Dockside monitoring requirements for vessels fishing west of 72-30'.

38 **24.1. 2** DSM requirements for Hand gear A permitted sector vessels.

39 **24.1. 3** DSM requirements for monkfish trips in the monkfish southern fishery management
40 area.

1 **25. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized
 2 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same
 3 locations.
 4

Primary Port(s) of Landing	Secondary Port(s) of Landing
New Hampshire: Seabrook, Rye, Portsmouth Massachusetts: Gloucester, Newburyport Maine: Portland	Massachusetts: New Bedford Maine: York Virginia: Chincoteague, Greenbackville New Jersey: Point Pleasant

5
 6 **26. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for
 7 variance from the landing ports listed. If for reasons beyond a vessel operators control such as
 8 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and
 9 danger of sinking, crew injury or life threatening illness and any other emergency situations that
 10 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the
 11 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor
 12 protocol, they must notify their Manager of when and where they had to seek safe harbor within 6
 13 hours of this entering the port.

14
 15 **27. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
 16 acknowledge that the following provisions have been interpreted by NMFS as applicable to all
 17 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize
 18 these universal interpretations within their sector management and operations:

19 **27.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
 20 (between members) within the guidelines and procedures contained in the FMP and as
 21 amended by Amendment 16. The Sector would accept any future relief in the length and
 22 horsepower constraints of the program that may be authorized by the RA in the future.

23 **27.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
 24 (DAS) outside of the Sector are authorized under this provision to do so, only with
 25 Members of other Sectors whom are similarly exempt. Members acknowledge that such
 26 DAS leasing would not be exempted from existing length and horsepower constraints as
 27 currently contained in applicable regulations.

28 **27.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
 29 requirements. Sector vessels shall continue using paper VTRs for FY 2012, as required by
 30 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and
 31 submission of required VTR reports have been authorized by the Regional Administrator
 32 using a phased implementation process. The Sector and its Members may utilize e-VTR in
 33 accordance with the phased implementation process.

1

EXHIBIT D

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

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3

4

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent
3 those sections of **NEFS XI** 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).

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

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

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

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 11, 17, and 18, which are enforceable and
26 therefore not considered administrative under this section.

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

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

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 12. CATCH REPORTS:
- 13 16. DATA RECONCILIATION:
- 14 19. ADMINISTRATIVE EXEMPTION:
- 15 20. DATA MANAGEMENT:
- 16 23. AT-SEA MONITORING PROGRAM: In the event that the Sector chooses to increase at-sea monitoring
- 17 coverage, above that which is funded and managed by NMFS, the additional sector funded monitoring
- 18 will be administrative, except in those specific situations where NMFS enforcement would apply.
- 19 24. DOCKSIDE MONITORING PROGRAM: In the event that DSM is funded by NMFS the Sector will
- 20 modify its operations plan and this addendum accordingly to reflect those provisions of DSM that are
- 21 administrative in nature.
- 22 26: SAFE HARBOR PROTOCOL:
- 23 27. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 Exhibit D is administrative.

25

EXPLANATORY ADDENDUM

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

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

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Joshua Wiersma	Manager	Day-to-Day Sector Operations	josh.wiersma@gmail.com	603-682-6115	36 Island Pond Rd	Dracut	MA	01826
		Data Management						
		Reporting						
		Policy Issues						
		Research						
		Outreach						
Jamie Hayward	Treasurer	Policy Issues	jamienjolyn@comcast.net	207-439-9499	416 Beech Rd	Eliot	ME	03903
		Financial Accounting						
Libby Etire	Executive Director, NESSN							
		Sector Service Coordinator	libby.etire@gmail.com	978-491-1848	4 partker st	Glouces ter	MA	1930

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

THIS ADHERENCE AGREEMENT is entered into as of this 1 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 XII Sector Operations Plan and Agreement dated effective as of December 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 XII (the "Sector").

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

3. Member acknowledges that; NEFS XII has adopted December 1, 2011 as the final date in which a NEFS XII Member may withdraw from NEFS XII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name SANDI LYNN Doc/Reg # NH3867 AZ
Fishing Vessel Name HOPE LYNN Doc/Reg # NH0733 BA
Fishing Vessel Name LUCY ROSE Doc/Reg # NH 2411C

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XII
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. *[Handwritten Signature]*

Owner/Entity Name:

Name of Authorized Representative (print):

NORMAN PIKE

Title: _____

List all permits including those listed in 4.

Permit Number: 146679 MRI 1920

Permit Number: 146759 MRI 1781

Permit Number: 109689 MRI 1765

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

[Handwritten Signature]
Notary Public: *COMMUP*
10/13/13

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XII Sector Operations Plan and Agreement dated effective as of December 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 XII (the "Sector").

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

3. Member acknowledges that; NEFS XII has adopted December 1, 2011 as the final date in which a NEFS XII Member may withdraw from NEFS XII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>HEIDI ELISABETH</u>	Doc/Reg #	<u>ME 6146 M</u>
Fishing Vessel Name	<u>ROLLING STONE</u>	Doc/Reg #	<u>ME 6146 T</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XII
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. [Signature]

Owner/Entity Name:

JAMES HAYWARD / ELIZABETH
HAYWARD / FISHERIES INC.

Name of Authorized Representative (print):

JAMES A. HAYWARD

Title: PRESIDENT / OWNER

List all permits including those listed in 4.

H+E INC.
Permit Number: 148106 MRI 1969

Permit Number: 147937 MRI 1879

H+E INC.
Permit Number: 149302 MRI 1390

FISHERIES INC.
Permit Number: 118675 MRI 1735

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

[Signature]
com up
10/13/13



THIS ADHERENCE AGREEMENT is entered into as of this 23 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:

- Member has carefully reviewed the NEFS XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").
- 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.
- Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.
- With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>RIMRACK</u>	Doc/Reg #	<u>NH4444MA</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

- 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

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

Signature of Authorized Representative:

x. *M. J. Anderson (pres.)*

Owner/Entity Name:

Michael J. Anderson (pres)
Parental Guidance Inc.

Name of Authorized Representative (print):

M. J. Anderson

Title: Pres.

List all permits including those listed in 4.

Permit Number:

149374 MRI 298

Permit Number:

150530 MRI 1459

Permit Number:

151180 MRI 1573

Permit Number:

_____ MRI _____

Permit Number:

_____ MRI _____

Permit Number:

_____ MRI _____

Notary Public:



Judith A. Dubois

11/23/11

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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

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

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

- Non-Active Member

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

Continued on next page

Signature of Authorized Representative:

X. *Peter Flanigan*

Owner/Entity Name:

PETER FLANIGAN

Name of Authorized Representative (print):

Title: OWNER

List all permits including those listed in 2.0

Permit Number: 231422 MRI 193

Permit Number: _____ MRI _____

Notary Public:

Robin Baker



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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Jacques + Nicole Doc/Reg # 1165554
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

Signature of Authorized Representative:

x. Jeffrey White

Owner/Entity Name:

JEFF WHITE

Name of Authorized Representative (print):

Title: OWNER

List all permits including those listed in 2.0

Permit Number: 233534 MRI 1990

Permit Number: _____ MRI _____

STATE OF NEW HAMPSHIRE, ROCKINGHAM COUNTY.
Notary Public:

THE ABOVE NAMED JEFFREY WHITE APPEARED BEFORE
THE UNDERSIGNED AND AFFIRMED THE ABOVE ^{INSTRUMENT} ~~AGREEMENT~~
TO BE A TRUE AND LEGAL AGREEMENT

Leo Axtin
LEO AXTEIN, NOTARY PUBLIC
MY COMMISSION EXPIRES 30 JAN 2013



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

THIS ADHERENCE AGREEMENT is entered into as of this 29 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Kaysea Lynn</u>	Doc/Reg #	<u>NH 7746 BF</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

Signature of Authorized Representative:

x. *EV*

Owner/Entity Name:

KAYSEA LYN FISHERIES INC.

Name of Authorized Representative (print):

ERIC VAURA

Title: OWNER

List all permits including those listed in 2.0

Permit Number: 148069 MRI 85

Permit Number: _____ MRI _____



Notary Public:

Judith A. Dubois

NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>PJT</u>	Doc/Reg #	<u>MH 2398 AN</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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:

Name of Authorized Representative (print):

Denise M. Sheehan

Title: Notary Public

List all permits including those listed in 4.

Permit Number: 127422 MRI 1789

Permit Number: 125236 MRI 101

Permit Number: 144049 MRI 1913

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Notary Public:

DENISE M. SHEEHAN
Notary Public - New Hampshire
My Commission Expires June 3, 2014

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

THIS ADHERENCE AGREEMENT is entered into as of this 18 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name LADY VICTORIA Doc/Reg # MH 0001 CF
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. *Carl Hill*

Owner/Entity Name:

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 150511 MRI 1891

Permit Number: 150030 MRI 300

Permit Number: 148571 MRI 437

Permit Number: 131421 MRI 1197

Permit Number: _____ MRI _____

Permit Number: _____ MRI _____

Lorayne E. Howell
Notary Public: *COMM HP*
10/13/13



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

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 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 XII Sector Operations Plan and Agreement dated effective as of December 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 XII (the "Sector").

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

3. Member acknowledges that; NEFS XII has adopted December 1, 2011 as the final date in which a NEFS XII Member may withdraw from NEFS XII prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XII must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name MARION J Doc/Reg # 653821
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XII
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. Thomas Lyons

Owner/Entity Name:

Name of Authorized Representative (print):

Thomas Lyons

Title: OWNER

List all permits including those listed in 4.

Permit Number: 232278 MRI 1694

Permit Number: 150583 MRI 1699

Permit Number: _____ MRI _____

Lady E. Hewlett

Notary Public:

com off
10/13/13



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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>WIL-MAR</u>	Doc/Reg #	<u>VH6912BK</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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: _____

Name of Authorized Representative (print):

JAMES JONES

Title: OWNER

List all permits including those listed in 4.

Permit Number: 148837 MRI 1782

Permit Number: _____ MRI _____


Notary Public: comm
exp
10/13/13



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

THIS ADHERENCE AGREEMENT is entered into as of this 30 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Ashleigh E Doc/Reg # NH0436BK
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. *Richard Syphers*

Owner/Entity Name:

Sassy II Inc

Name of Authorized Representative (print):

Richard Syphers

Title: *President*

List all permits including those listed in 4.

Permit Number: *149496* MRI *1745*

Permit Number: *100192* MRI *344*

Permit Number: _____ MRI _____

[Signature]
Notary Public:

Com. exp.
10/13/17



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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name KATHIE ROE Doc/Reg # 910561
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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:

Vincent Prien

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 231481 MRI 198

Permit Number: _____ MRI _____

Notary Public:



com
MP
10/13/08



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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Wayne N. Driscoll

Owner/Entity Name:

AMANDA-MY

Name of Authorized Representative (print):

Wayne N. Driscoll

Title: Capt.

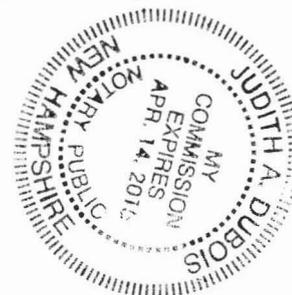
List all permits including those listed in 4.

Permit Number: 220524 MRI 73

Permit Number: _____ MRI _____

Notary Public:

Judith A. Dubois



11-16-11

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

THIS ADHERENCE AGREEMENT is entered into as of this 17 day of 2011 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Penny B Doc/Reg # NH 6173 AV
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Jane S. Bowler

Owner/Entity Name:

Penny B

Name of Authorized Representative (print):

Title: OWNER

List all permits including those listed in 4.

Permit Number: 136846 MRI 429

Permit Number: _____ MRI _____

Notary Public:

Judith A. DuBois
11/17/11



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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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:

Name of Authorized Representative (print):

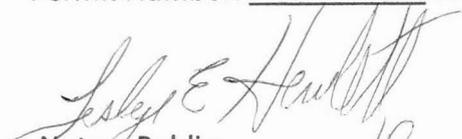
ERIK ANDERSON

Title: OWNER -

List all permits including those listed in 4.

Permit Number: 150274 MRI 1487

Permit Number: _____ MRI _____


Notary Public:
Comm exp
10/13/13



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

THIS ADHERENCE AGREEMENT is entered into as of this 15 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

- Active Member: (LIST ACTIVE VESSELS)
- | | | | |
|---------------------|---------------|-----------|---------------|
| Fishing Vessel Name | <u>Panolo</u> | Doc/Reg # | <u>056372</u> |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |
| Fishing Vessel Name | _____ | Doc/Reg # | _____ |

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

- Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Jon Drake

Owner/Entity Name:

Name of Authorized Representative (print):

Jon Drake

Title: owner

List all permits including those listed in 4.

Permit Number: 211035 MRI 20

Permit Number: 150208 MRI 1425

Permit Number: _____ MRI _____

Notary Public:

Karen Andronaco
November 15, 2011
County of Rockingham
State of N.H.

KAREN ANDRONACO, Notary Public
My Commission Expires February 13, 2013

NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name MISS MAURA Doc/Reg # NH 9866 AL
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Peter Lagerstrom

Owner/Entity Name:

Peter Lagerstrom

Name of Authorized Representative (print):

owner/captain

Title:

List all permits including those listed in 4.

Permit Number: 110102 MRI 1821

Permit Number: 150667 MRI 1728

Permit Number: _____ MRI _____

Notary Public:

Sedye E Hewlett
Comm exp
10/3/13



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Wendy L. Whitney

Owner/Entity Name:

F/V Wendy Leigh LLC

Name of Authorized Representative (print):

Wendy L. Whitney

Title: Owner

List all permits including those listed in 4.

Permit Number: 144354 MRI 2058

Permit Number: _____ MRI _____

Notary Public:

Jill A. Benoit

November 25, 2011

JILL A. BENOSKI
Notary Public, Maine
My Commission Expires April 7, 2012

4 MERRILL DR 220
HAMPTON, NH 03842

NORTHEAST FISHERY SECTOR XI
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. *Randall Morgan*

Owner/Entity Name:

Owner

Name of Authorized Representative (print):

Randall Morgan

Title: *Owner*

List all permits including those listed in 4.

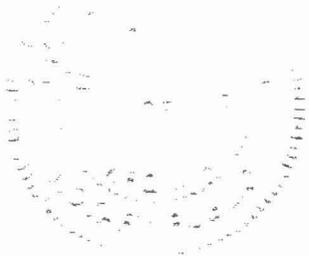
Permit Number: *233317* MRI *2178*

Permit Number: _____ MRI _____

11/30/2011

Notary Public: *Martha M. Worden*

*State of VA, County of Accomack
Expires: March 31, 2015
Reg # 7109035*



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Gary Glidden

Owner/Entity Name:

GARY GLEDDEN

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 221742 MRI 98

Permit Number: _____ MRI _____

Notary Public:

Gary M. DeBocher
Expires Apr. 27, 2016



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Capt Al Doc/Reg # 693018

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Mark R Gann

Owner/Entity Name:

GAURON Fisheries INC.

Name of Authorized Representative (print):

Mark R Gann

Title: owner/operator

List all permits including those listed in 4.

Permit Number: 221462 MRI 93

Permit Number: _____ MRI _____

Lesley E. Hallett
Notary Public:
COM. 1118
10/13/13



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name BRIDGET LEIGH Doc/Reg # NH 3911A2
Fishing Vessel Name UNNAMED Doc/Reg # NH 9648BT
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. *Richard Anderson*

Owner/Entity Name:

Richard ANDERSON

Name of Authorized Representative (print):

Diane M Harris

Title: *Notary Public State of Florida*

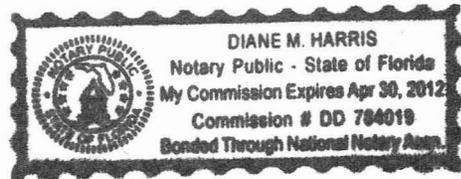
List all permits including those listed in 4.

Permit Number: *146669* MRI *270*

Permit Number: *149502* MRI *350*

Permit Number: _____ MRI _____

Notary Public: *Diane M Harris*



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)
Fishing Vessel Name Chris for here 1K Doc/Reg # 693969
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Stephen Lord

Owner/Entity Name:

STEVEN LORD

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 221526 MRI 2007

Permit Number: _____ MRI _____

Notary Public:

Lana M. Larochelle
Expires Apr 27, 2014



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

THIS ADHERENCE AGREEMENT is entered into as of this ____ day of _____, 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name ALAVNA REVEE Doc/Reg # NH0373BM
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. Kurtis Lang

Owner/Entity Name:

KURT LANG

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 150059 ~~150119~~ MRI 44

Permit Number: _____ MRI _____

Notary Public:

Lana M. LaRoche
Expires Apr. 27, 2016



NORTHEAST FISHERY SECTOR XI
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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

NORTHEAST FISHERY SECTOR XI
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. *Anderson Lang*

Owner/Entity Name:

A.E. LANG FISHING

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 310375 MRI 509

Permit Number: _____ MRI _____

Notary Public:

Judith A. Dubois

11/29/11



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

THIS ADHERENCE AGREEMENT is entered into as of this 17 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Karen Lynn 1 Doc/Reg # 631485
Fishing Vessel Name _____ Doc/Reg # _____
Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

Continued on next page

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

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

Signature of Authorized Representative:

List all permits including those listed in 4.

x 

Permit Number: 149701 MRI 48003

Owner/Entity Name:

J+k Fisheries, Inc.
Permit Number: 250566 MRI 1975

J+k Fisheries Inc./

Permit Number: _____ MRI _____

Jeremy Davis
Jeremy Davis

Permit Number: _____ MRI _____

Jeremy G. Davis

Permit Number: _____ MRI _____

Title: President, /owner

Permit Number: _____ MRI _____


Notary Public:

com edp
10/13/13



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

THIS ADHERENCE AGREEMENT is entered into as of this 12 day of MARCH 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 XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted December 1, 2011 as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

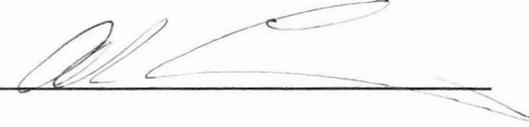
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

NORTHEAST FISHERY SECTOR XI
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:

Allen Cumings

Name of Authorized Representative (print):

Title: _____

List all permits including those listed in 4.

Permit Number: 148770 MRI 47934

Permit Number: _____ MRI _____

Notary Public: 

PATRICIA C. GRADI
Notary Public - New Hampshire
My Commission Expires August 13, 2013

NORTHEAST FISHERY SECTOR XI
SECTOR OPERATIONS PLAN AND AGREEMENT
ADHERENCE AGREEMENT

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

1. Member has carefully reviewed the NEFS XI Sector Operations Plan and Agreement dated effective as of December 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 XI (the "Sector").

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

3. Member acknowledges that; NEFS XI has adopted [December 1, 2011] as the final date in which a NEFS XI Member may withdraw from NEFS XI prior to the start of the 2012 fishing year. A Member who wishes to withdraw from NEFS XI must do so in the manner specified in the Operations Plan.

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

Fishing Vessel Name _____ Doc/Reg # _____

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

Non-Active Member

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

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

Signature of Authorized Representative:

x. *Julia Almeida*

Owner/Entity Name:

XI NORTHEAST FISHERY SECTOR
INC.

Name of Authorized Representative (print):

Title: MANAGER

List all permits including those listed in 4.

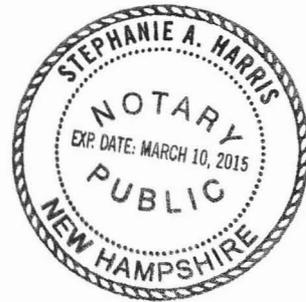
Permit Number: 149502 MRI 350

Permit Number: 151405 MRI 85

Permit Number: _____ MRI _____

Notary Public:

Stephanie A. Harris



FISHING, PERMIT AND CATCH HISTORY PURCHASE AGREEMENT
UNNAMED (NH 9648BI) Northeast Permit No. 149502

THIS MEMORANDUM OF AGREEMENT made this __31__ day of January, 2012 between Richard Anderson, 2095 Ocean Blvd, Rye NH, the owner of Unnamed (NH 9648BI) Northeast Permit No. 149502, hereinafter referred to as "Seller"; and XI Northeast Fishery Sector Inc., 4 Merrill Drive, Suite 220, Hampton NH 03842, hereinafter referred to as "Buyer." For the sum of One (\$1.00) Dollars and other good and valuable consideration paid by the Buyer, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. That the Seller hereby agrees to sell and the Buyer agrees to the Northeast Fishing Permits and landing and catch history of the Unnamed, including all future permits or allocations, quotas and the like based on the fishing history of this vessels, and the right to inspect all confidential fishing, catch and landings history, for the sum of One Hundred and Ninety-Two Thousand Dollars and no/100 Dollars (\$192,000) to be paid as follows:
 - a.) \$192,000 upon passing the 30 day Right of First Offer period specified in the XI Northeast Fishery Sector Inc. Membership Agreement, of which Seller's permit is currently enrolled; and upon transfer of Seller's vessel to Buyer.
2. Seller warrants that the federal fishing histories and permits will be delivered free and clear of all debts, claims, liens or encumbrances of any kind whatsoever, and will deliver all necessary documents for the transfer of said history to the Buyer. Seller agrees to indemnify and hold buyer harmless from and against any breach of warranty or title hereunder, including costs and attorneys fees of defense. This warranty shall survive closing.
3. Seller will transfer all landings, catch and permit history of these Vessels, and right to inspect all confidential catch and landings history of this vessel, subject to any and all limitations on said permits. Seller will execute any documentation requested by Buyer to acknowledge that Buyer has purchased all fishing history of and fishing rights held by the Vessel. Seller warrants and represents that the vessel has all permits as set forth in the attached Northeast Federal Fishing Permit Number 149502. Seller warrants that it will not apply for any federal fishing permit based on this vessel's permits, catch or fishing histories arising prior to date of transfer. Seller will provide Buyer with all available records to substantiate the vessels' fishing history, and authorizes Buyer to access all such records from third parties, including state or federal agencies, and will execute necessary authorizations for Buyer to obtain said records.
4. Closing is to take place as soon practical after the 30 day Right of First Offer period specified in the XI Northeast Fishery Sector Inc. Membership Agreement, of which Seller's permit is currently enrolled has passed. Seller will convey its vessel, in this case a skiff to Buyer solely to effect the transfer. The skiff shall be returned to the original owner (Buyer or Seller) and the party supplying said vessel shall remain responsible for physical care and custody of the vessel, including maintaining any applicable insurance, during the transfer. If Seller supplies such a vessel, after issuance of the permits in the Buyer's name, the vessels shall promptly be re-conveyed back to Seller.

5. This contract shall be construed in accordance with the laws of the State of New Hampshire and disputes arising herefrom shall be brought only in courts within the State of New Hampshire.

6. Buyer will pay all costs of transfer. Seller agrees to promptly execute all documents reasonably necessary to effect transfer, including authorizations to allow inspection of records in the possession of any government agency or private entity and will make available its vessel trip reports and other evidence of landings and catch to substantiate the vessel's catch and landing history to assist Buyer in establishing history to NMFS. Both parties hereto appoint a mutual agreed upon agent as their agent to execute necessary documents to effect this transfer in the event that they shall fail to do so themselves. This agreement may be signed in counterparts.

7. The parties understand that the transfer of a federal fishing permit may require execution of additional documents and the taking of other actions, and agree to execute such documents or to take such other actions as are reasonably necessary to effect said transfer, including actions which may occur after closing. This obligation shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.

8. This agreement may only be modified in writing signed by both parties.

9. Seller has reviewed the Potential Sector Contribution associated with this permit and is satisfied therewith.

Richard Anderson

X Richard Anderson

XI Northeast Fishery Sector Inc.,

By John Weiss, its manager

January 21, 2012
National Marine Fisheries Service
One Blackburn Drive
Gloucester, MA 01930
Re: Unnamed (NH 9648BI) Northeast Permit No. 149502

Dear Sir/Madam:

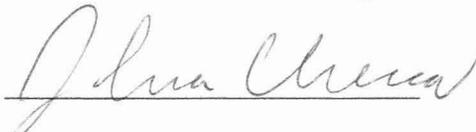
Please be advised that XI Northeast Fishery Sector Inc. has recently transferred the above referenced vessel to Richard Anderson, and in doing so as seller has **retained** all of the vessel's fishing, permit and catch history, and the right to apply for all future allocations and fishing permits based on the history of said vessel. The buyer, Richard Anderson acknowledges that XI Northeast Fishery Sector Inc. has retained all such fishing and permit history.

Seller

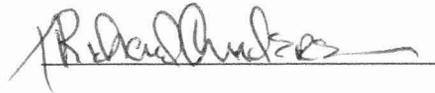
Buyer

XI Northeast Fishery Sector Inc.

Richard Anderson



By _____, its manager

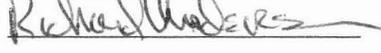


January 21, 2012
National Marine Fisheries Service
One Blackburn Drive
Gloucester, MA 01930
Re: Unnamed (NH 9648BI) Northeast Permit No. 149502

Dear Sir/Madam:

Please be advised that as owner of the Unnamed, Richard Anderson hereby authorizes, XI Northeast Fishery Sector Inc., and its successors heirs assigns and agents, to access, copy and review confidential fishing and catch records of this vessel, including but not limited to catch and landings reports, dealer reports and vessel trip reports. A photocopy, facsimile or scan of this authorization shall have the same force and effect as the original.

Richard Anderson

X 

FISHING, PERMIT AND CATCH HISTORY PURCHASE AGREEMENT
UNNAMED (NH 2442BU) Northeast Permit No. 151405

THIS MEMORANDUM OF AGREEMENT made this __30__ day of April, 2012 between Erik Vavra, 131 Porpoise Way, Portsmouth NH 03801 the owner of Unnamed (NH2442BU) Northeast Permit No. 151405, hereinafter referred to as "Seller"; and XI Northeast Fishery Sector Inc., 4 Merrill Drive, Suite 220, Hampton NH 03842, hereinafter referred to as "Buyer." For the sum of One (\$1.00) Dollars and other good and valuable consideration paid by the Buyer, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. That the Seller hereby agrees to sell and the Buyer agrees to the Northeast Fishing Permits and landing and catch history of the Unnamed, including all future permits or allocations, quotas and the like based on the fishing history of this vessels, and the right to inspect all confidential fishing, catch and landings history, for the sum of Two Hundred and Twenty Two Thousand Five Hundred and no/100 Dollars (\$222,500) to be paid as follows:
 - a.) \$222,500 upon passing the 30 day Right of First Offer period specified in the XI Northeast Fishery Sector Inc. Membership Agreement, of which Seller's permit is currently enrolled; and upon transfer of Seller's vessel to Buyer.
2. Seller warrants that the federal fishing histories and permits will be delivered free and clear of all debts, claims, liens or encumbrances of any kind whatsoever, and will deliver all necessary documents for the transfer of said history to the Buyer. Seller agrees to indemnify and hold buyer harmless from and against any breach of warranty or title hereunder, including costs and attorneys fees of defense. This warranty shall survive closing.
3. Seller will transfer all landings, catch and permit history of these Vessels, and right to inspect all confidential catch and landings history of this vessel, subject to any and all limitations on said permits. Seller will execute any documentation requested by Buyer to acknowledge that Buyer has purchased all fishing history of and fishing rights held by the Vessel. Seller warrants and represents that the vessel has all permits as set forth in the attached Northeast Federal Fishing Permit Number 151405. Seller warrants that it will not apply for any federal fishing permit based on this vessel's permits, catch or fishing histories arising prior to date of transfer. Seller will provide Buyer with all available records to substantiate the vessels' fishing history, and authorizes Buyer to access all such records from third parties, including state or federal agencies, and will execute necessary authorizations for Buyer to obtain said records.
4. Closing is to take place as soon practical after the 30 day Right of First Offer period specified in the XI Northeast Fishery Sector Inc. Membership Agreement, of which Seller's permit is currently enrolled has passed. Seller will convey its vessel, in this case a skiff to Buyer solely to effect the transfer. The skiff shall be returned to the original owner (Buyer or Seller) and the party supplying said vessel shall remain responsible for physical care and custody of the vessel, including maintaining any applicable insurance, during the transfer. If Seller supplies such a vessel, after issuance of the permits in the Buyer's name, the vessels shall promptly be re-conveyed back to Seller.

5. This contract shall be construed in accordance with the laws of the State of New Hampshire and disputes arising herefrom shall be brought only in courts within the State of New Hampshire.

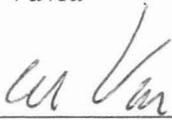
6. Buyer will pay all costs of transfer. Seller agrees to promptly execute all documents reasonably necessary to effect transfer, including authorizations to allow inspection of records in the possession of any government agency or private entity and will make available its vessel trip reports and other evidence of landings and catch to substantiate the vessel's catch and landing history to assist Buyer in establishing history to NMFS. Both parties hereto appoint a mutual agreed upon agent as their agent to execute necessary documents to effect this transfer in the event that they shall fail to do so themselves. This agreement may be signed in counterparts.

7. The parties understand that the transfer of a federal fishing permit may require execution of additional documents and the taking of other actions, and agree to execute such documents or to take such other actions as are reasonably necessary to effect said transfer, including actions which may occur after closing. This obligation shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.

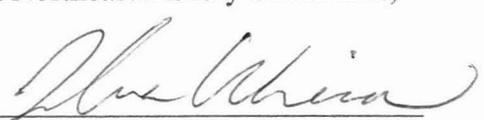
8. This agreement may only be modified in writing signed by both parties.

9. Seller has reviewed the Potential Sector Contribution associated with this permit and is satisfied therewith.

Erik Vavra



XI Northeast Fishery Sector Inc.,


By _____, its manager

April 30, 2012
National Marine Fisheries Service
One Blackburn Drive
Gloucester, MA 01930
Re: Unnamed (NH2442BU) Northeast Permit No. 151405

Dear Sir/Madam:

Please be advised that as owner of the Unnamed, Erik Vavra hereby authorizes, XI Northeast Fishery Sector Inc., and its successors heirs assigns and agents, to access, copy and review confidential fishing and catch records of this vessel, including but not limited to catch and landings reports, dealer reports and vessel trip reports. A photocopy, facsimile or scan of this authorization shall have the same force and effect as the original.

Erik Vavra

A handwritten signature in cursive script, appearing to read 'Erik Vavra', is written over a horizontal line.

April 30, 2012
National Marine Fisheries Service
One Blackburn Drive
Gloucester, MA 01930
Re: Unnamed (NH2442BU) Northeast Permit No. 151405

Dear Sir/Madam:

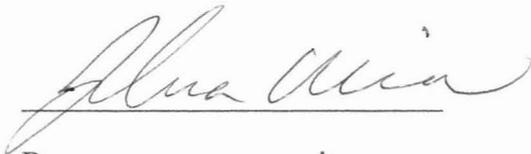
Please be advised that XI Northeast Fishery Sector Inc. has recently transferred the above referenced vessel to Erik Vavra, and in doing so as seller has **retained** all of the vessel's fishing, permit and catch history, and the right to apply for all future allocations and fishing permits based on the history of said vessel. The buyer, Erik Vavra acknowledges that XI Northeast Fishery Sector Inc. has retained all such fishing and permit history.

Seller

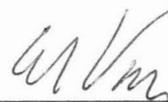
Buyer

XI Northeast Fishery Sector Inc.

Erik Vavra



By _____, its manager



National Marine Fisheries Service

NMFS vessel/fishery data as of August 26, 2011, 5:51 pm

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

Most Recent Vessel Data

Vessel: LADY VICTORIA
 Northeast Federal Fishery Permit: 131421
 US Coast Guard Doc #/State Registration # : NH0001CF
 Primary Owner|Corporation Name: CHARLES H FELCH JR
 Address:
 118 CENTENNIAL STREET
 SEABROOK, NH 03874
 Phone: (603) 474-7342

Hailing Port: SEABROOK, NH.
 Principal Port: SEABROOK, NH.
 Max Trap Allocation: 800

Sector: NEFS 11

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2011	BLU	1	BLUEFISH - COMMERCIAL - 2011	07-MAY-11	30-APR-12
2011	DOG	1	SPINY DOGFISH - COMMERCIAL - 2011	07-MAY-11	30-APR-12
2011	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011	07-MAY-11	30-APR-12
2011	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011	07-MAY-11	30-APR-12

2011	LO	1	AMERICAN LOBSTER - NON -TRAP - 2011	07-MAY-11	30-APR-12
2011	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2011	07-MAY-11	30-APR-12
2011	LO	AOC	AMERICAN LOBSTER - TRAP - OUTER CAPE - 2011	07-MAY-11	30-APR-12
2011	MNK	D	MONKFISH - CATEGORY D - 2011	07-MAY-11	30-APR-12
2011	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2011	07-MAY-11	30-APR-12
2011	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011	07-MAY-11	29-FEB-12
2011	SKT	1	SKATE - 2011	07-MAY-11	30-APR-12
2011	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2011	07-MAY-11	30-APR-12
2011	SMB	4	ATLANTIC MACKEREL - 2011	07-MAY-11	30-APR-12
2011	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2011	07-MAY-11	30-APR-12

National Marine Fisheries Service

NMFS vessel/fishery data as of August 26, 2011, 5:53 pm

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

Most Recent Vessel Data

Vessel: KAREN LYN
 Northeast Federal Fishery Permit: 144049
 US Coast Guard Doc #/State Registration # : NH9118AW
 Primary Owner|Corporation Name: JAYSON J DRISCOLL
 Address:
 138 POWDER MILL ROAD
 EXETER, NH 03833
 Phone: (603) 772-0010

Hailing Port: RYE, NH.
 Principal Port: RYE, NH.

Sector: NEFS 11

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2011	BLU	1	BLUEFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	DOG	1	SPINY DOGFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011	01-MAY-11	30-APR-12
2011	LO	1	AMERICAN LOBSTER - NON - TRAP - 2011	01-MAY-11	30-APR-12
			MONKFISH - INCIDENTAL	01-	30-

2011	MNK	E	CATEGORY E - 2011	MAY-11	APR-12
2011	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2011	01-MAY-11	30-APR-12
2011	OQ	6	OCEAN QUAHOG - 2011	01-MAY-11	30-APR-12
2011	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011	01-MAR-11	29-FEB-12
2011	SF	1	SURF CLAM - 2011	01-MAY-11	30-APR-12
2011	SKT	1	SKATE - 2011	01-MAY-11	30-APR-12
2011	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2011	01-MAY-11	30-APR-12
2011	SMB	4	ATLANTIC MACKEREL - 2011	01-MAY-11	30-APR-12
2011	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2011	01-MAY-11	30-APR-12

National Marine Fisheries Service

NMFS vessel/fishery data as of August 26, 2011, 5:54 pm

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Most Recent Vessel Data

Vessel: JACQUIE AND NICOLE
 Northeast Federal Fishery Permit: 233539
 US Coast Guard Doc #/State Registration # : 1165554
 Primary Owner|Corporation Name: JEFFREY WHITE
 Address:
 PO BOX 851
 YORK, ME 03909
 Phone: (207) 451-0219

Hailing Port: YORK HARBOR, ME.
 Principal Port: YORK HARBOR, ME.
 Max Trap Allocation: 800

Sector: NEFS 11

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2011	BLU	1	BLUEFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	DOG	1	SPINY DOGFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2011	01-MAY-11	30-APR-12
2011	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2011	01-MAY-11	30-APR-12
2011	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2011	01-MAY-11	30-APR-12
2011	SKT	1	SKATE - 2011	01-MAY-11	30-APR-12
2011	SMB	4	ATLANTIC MACKEREL - 2011	01-MAY-11	30-APR-12



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

XI NORTHEAST FISHERY SECTOR, INC. Summary Screen



Help with this form

Request a Certificate

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

Entity Type: Nonprofit Corporation

Identification Number: 001003739

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: 4 PARKER 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	JAYSON DRISCOLL	138 POWDER MILL ROAD EXETER, NH 03833 USA	Until successor is elected and qualified
TREASURER	JAMES HAYWARD	416 BEECH ROAD ELIOT, ME 03903 USA	Until successor is elected and qualified
CLERK	CAROLYN EASTMAN	24 GARRISON LANE MADBURY, NH 03823 USA	Until successor is elected and qualified
DIRECTOR	JAYSON DRISCOLL	138 POWDER MILL ROAD EXETER, NH 03833 USA	Until successor is elected and qualified
DIRECTOR	PETER KENDALL	159 WEST ROAD	Until successor is elected and qualified

RYE, NH 03870 USA

DIRECTOR	CAROLYN EASTMAN	24 GARRISON LANE MADBURY, NH 03823 USA	Until successor is elected and qualified
DIRECTOR	ELLEN GOETHEL	23 RIDGEVIEW TERRACE HAMPTON, NH 03842 USA	Until successor is elected and qualified
DIRECTOR	ERIK VAVRA	3 TREMONT STREET EXETER, NH 03833 USA	Until successor is elected and qualified
DIRECTOR	THOMAS LYONS	653 EXETER ROAD HAMPTON, NH 03842 USA	Until successor is elected and qualified
DIRECTOR	JAMES HAYWARD	416 BEECH ROAD ELIOT, ME 03903 USA	Until successor is elected and qualified
DIRECTOR	PATRICIA ANDERSON	77 SPUR ROAD DOVER, NH 03820 USA	Until successor is elected and qualified

Consent Manufacturer Confidential Data Does Not Require Annual Report
 Partnership **X** 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

Comments