

SUSTAINABLE HARVEST SECTOR 3 OPERATIONS PLAN FY2012

Date Amended: April 30 2012

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1. GENERAL PROVISIONS

1.1. Membership

The Sustainable Harvest Sector 3 (SHS3) is a voluntary business association comprised primarily of Northeast multispecies permit holders who have agreed to participate in and abide by the SHS3 Operations Plan and Membership Agreement for Fishing Year 2012 (FY2012). A list of current members is attached as Appendix 1.

The owner of a permit that is eligible to join a sector but is not enrolled as a Member (and/or whose permit is not so enrolled), may apply. The Board or the Membership shall, at its sole discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its Permit included as a Permit.

Notwithstanding the foregoing, no such admission shall be effective until the new Member has paid the annual entry fee as set by the Board of Directors and has agreed in writing to be bound by, and to cause its Permit and Participating Vessel to comply with the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

1.2. Management

The SHS3's Manager shall be the designated agent for service of process:

Hank Soule
PO Box 356
South Berwick, ME 03909

The following individuals are authorized to act on behalf of the SHS3:

Terry Alexander
67 Grover Lane
Harpwell, ME 04079

The SHS3's Board of Directors is attached as Appendix 2.

1.3. Incorporation as a Legal Entity

The SHS3 is a legal entity incorporated in the state of Massachusetts, and may be held liable for the violations committed by its members.

1.4. Definition of Sector as Three Entities

The NE multispecies Fishery Management Plan (FMP) defined 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 number 410354 under the distinct ownership of Ron Walker; permit number 149358 under the distinct ownership of Jeff Reichle; and permit number 149544 under the distinct ownership of Christopher Yattaw.

2. HARVESTING RULES

2.1. ACE Management

2.1.1. ACE and Annual Distribution

Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector (the “ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth below. Individual sector members will be allocated a portion of the Sector’s total allocation based on the proportion of each stock that they contribute to the Sector’s initial ACE.

2.1.2. Reserve

Each Member agrees that a reserve in the amount of 5% of each stock within the initial ACE may be established to ensure that the Sector remains in compliance with its ACE limit. Such reserve may be withheld from each member’s allocations.

2.1.3. Distribution of Reserve

If the Board determines that as of April 1, the ACE in the Reserve has not been fully harvested by the Participating Vessels, the Board may release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels. Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

2.1.4. Additional Measures to Prevent ACE Overages

The Board reserves the right to prohibit fishing activities by Members if it determines that those activities undermine or compromise the Sector Plan and the Sector or otherwise conflict with the standards and ethics described in the bylaws and guiding principles.

The Board may direct the Sector Manager to lease or trade for additional ACE of any stocks of concern.

The Board may impose additional restrictions as needed to slow down the pace of fishing.

The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’ to any member vessels that has fished more than 95% of its individual allocation for any stock until additional allocation for that stock has been acquired or the member has agreed to not fish in that stock area for the rest of the fishing year.

2.1.5. ACE Transfers

The Sector Manager will track all ACE transfers between members and with other sectors.

2.2. Monitoring

2.2.1. Monitoring

All participating vessels will send a legible copy of the VTR and the dealer's weigh-out receipt to the Sector Manager within 24 hours of the end of every trip.

All participating vessels will transmit the Trip End Hail to NMFS.

All participating vessels will participate fully in the Northeast Fishery Observer Program and At Sea Monitoring Program

2.2.2. Sector Reporting to NMFS

The Sector will report weekly to NMFS as required using data collected from vessels, VTRs, (and eVTRs when authorized), dealer reports, dockside monitoring reports and observer reports and any other data available.

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 ACE is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first.

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

The Sector will submit required reports using the format and procedures prescribed by NMFS.

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

2.2.3. Plan for notifying NMFS once an ACE threshold has been reached

NMFS will be notified by email as soon as the sector manager determines threshold has been reached.

2.2.4. Data Reconciliation

The SHS will reconcile the data from vessels, VTRs, (and eVTRs when authorized), the dealers' report, the observer's report and the Dockside Monitor's report on an ongoing basis to closely track the sector's ACE.

2.2.5. Discards

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

2.2.6. Annual Report

The SHS will report on the Sector's performance after the end of the fishing year as required by NMFS.

2.2.7. Data Management

The SHS will maintain the necessary databases to track and maintain all relevant catch data, including VTR, dealer reports, dockside monitor reports, observer data, and at-sea monitoring data, as required

2.3. Administrative

2.3.1. Fishing in US/CA Areas

Sector participating vessels may fish in both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

2.3.2. Hot Spot Reporting

Each member agrees to report to the Sector Manager any and all areas of high bycatch of any sort, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector is approaching their threshold.

Upon receiving a hot spot report, the Sector Manager will send an alert to all member vessels to stay away from those particular areas.

2.3.3. Proof of Sector Membership

Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

2.4. Gear Restrictions

The SHS Board may institute spatial or temporal gear restrictions to slow down the catch rate of certain allocated stocks.

2.5. Confidential Data Statement

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 [SECTOR NAME] 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.

Any person identified in Section 1.2 of this Operations Plan may access confidential sector data.

2.6. Exemption Requests

FY2011 Exemptions Continued in FY2012

- (1) 120-day block out of the fishery required for Day gillnet vessels;
- (2) 20-day spawning block out of the fishery required for all vessels;
- (3) limits on the number of gillnets imposed on Day gillnet vessels;
- (4) prohibition on a vessel hauling another vessel's gillnet gear;
- (5) limits on the number of gillnets that may be hauled on GB when fishing under a groundfish/monkfish DAS;
- (6) limits on the number of hooks that may be fished;
- (7) DAS Leasing Program length and horsepower restrictions;
- (8) the GOM Sink Gillnet Mesh Exemption January through April;
- (9) extension of the GOM Sink Gillnet Mesh Exemption through May;
- (10) prohibition on discarding legal-size unmarketable fish;
- (11) daily catch reporting by sector managers for sector vessels participating in the CA I Hook Gear Haddock Special Access Program (SAP);
- (12) gear requirements in the U.S./Canada Management Area;
- (13) powering vessel monitoring systems (VMS) while at the dock;
- (14) DSM for vessels fishing west of 72 30' W. long.;
- (15) DSM for Handgear A-permitted sector vessels; and
- (16) DSM for monkfish trips in the monkfish Southern Fishery Management Area

(SFMA).

New exemptions for FY 2012:

- (17) Prohibition on fishing inside and outside of the CA I Hook Gear Haddock SAP while on the same trip;
- (18) 6.5-inch (16.5-cm) minimum mesh size requirement for trawl nets (to allow 6-inch (15.2-cm) mesh);
- (19) prohibition on a vessel hauling another vessel's hook gear; and
- (20) the requirement to declare intent to fish in the Eastern U.S./Canada SAP and the CA II Yellowtail Flounder/Haddock SAP prior to leaving the dock.

Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

3. REPORTING

3.1. Issue Tracking

The JIRA issue tracking application will be used to report all data quality issues to the appropriate personnel for research and correction activities.

3.2. Reporting to NMFS

The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B)) to NMFS that includes the:

- Sector Manager Detail Report: This provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.
- Sector Manager Trip Issue Report: This provides information about sector trips for a given week that have enforcement or other issues. The sector manager submits one Issue Report per reporting period.
- One of the following:
 - *Sector Manager ACE Status Report*: This provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16.

Sector Manager Daily ACE Status Report: This provides the means for sector managers to report their ACE status calculations on a daily basis if either of two "trigger points" (thresholds) has been reached in the current FY.

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

4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT

4.1. Consolidation of ACE

In FY 2011, 0% of the permits enrolled in the SHS3 for FY 2012 are attached to vessels actively fishing for NE multispecies. For FY 2012, the SHS3 has 19 permits currently enrolled. Of those permits, zero are anticipated to actively fish for NE multispecies in FY 2012. While these numbers may change, the SHS3 expects that, compared to FY 2011, there would be no change from the consolidation that previously occurred among the members 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 ACE in FY 2011. In most cases, a member who owns multiple permits fished the ACE of all those permits on a fewer hull(s) and will now continue to fish the ACE contributed by all those permits on the same hull(s), resulting in no additional consolidation.

4.2. Redirection of Effort

The SHS anticipates that vessels will not increase their fishing effort in other fisheries. It is the intent of the Members to continue their historical participation in the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and shrimp fisheries for which they possess federal or state permits.

During FY 2010, no SHS3 vessels switched fishing efforts.

During the first quarter of FY 2011 no SHS3 vessels switched fishing efforts.

During FY 2012, the SHS3 sector anticipates similar redirection of effort to the fisheries listed above.

5. MONITORING PROVISIONS

The SHS does not plan to have additional At Sea Monitoring beyond that provided by NMFS through the NEFOP.

6. ENFORCEMENT

6.1. Agreement Enforcement

Each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Each Member agrees that the Sector, through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members.

Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules and any Schedule of Penalties.

6.2. Restrictions on Fishing Activity

The Members acknowledge they may be held jointly and severally liable for civil penalties to NMFS that result from any member causing the Sector to exceed its ACE; any member discarding legal sized allocated groundfish; any member or vessel operator misreporting their own catch and discards of allocated groundfish species to NMFS or the Sector Manager;

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances.

Therefore, the Members acknowledge and agree that each of them will comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Infractions Committee, and each of the Members further agrees that if any Member fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

6.3. Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement (ACE) overages as specified in Federal regulations.

6.4. Infractions Committee

The Board shall appoint an infractions committee (the “Committee”) as necessary to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as adopted under the terms of this Agreement and the Sector’s Bylaws.

The Committee will be comprised of at least three Board members excluding any Board member who may be subject to investigation.

The Committee shall annually prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws.

The Board shall review and approve any Schedule of Penalties prior to the commencement of the fishing year.

In addition, the Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include expulsion of the violating Member under Section 3 and /or issuing a “stop fishing” order against such Member.

6.5. Procedures for Investigations

In addition to the Manager’s authority to invoke penalties under the Schedule of Penalties, the Manager may, on his own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager’s or Member’s opinion that an infraction occurred.

Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties prescribed in the Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, or issue “stop fishing” orders.

The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, and are uniform with those reached in similar circumstances.

All appeals from such Committee action shall be taken in accordance with Section 6.11 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

6.6. Penalties for Violations

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

6.7. Expulsion

6.7.1. Cause

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

6.7.2. Procedure

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request").

Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion.

The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request.

The affirmative vote of two-thirds of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels.

Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board.

Board members cannot vote on the expulsion of one or more of their own vessels.

As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a NE multispecies DAS program during the remainder of such fishing year.

Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS by email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

6.8. Notification to NMFS

If a member is expelled or has been issued a "stop fishing" order the Sector Manager will notify NMFS immediately by email or by telephone, and confirm NMFS has received the notice.

6.9. Penalties and Attorney's Fees

Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement.

To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement.

In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

6.10. Application of Fines, Penalties, and Damages

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector.

Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the resource and those that harvest the resource.

6.11. Appeal from Committee Decision

If the Committee has determined that a Member has violated this Agreement or makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation section on catch verification), such violating Member shall have five business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty.

Such request shall be made in writing and shall be addressed to the Board.

The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan are uniform with those reached in similar circumstances.

6.12. Dispute Procedures

Prior to instituting any litigation or other dispute resolution, the parties shall follow applicable procedures set forth in this Agreement for the resolution of such dispute.

Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

6.13. Indemnification

Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided that such losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to this Agreement violation of applicable laws, rules or federal fishery regulations or breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws.

The indemnification obligations of the parties shall be joint and several.

For the purposes of this Section, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing.

The obligations under this Section shall survive the termination of this Agreement and the expulsion of any Member pursuant to Section 2.7.

6.14. Administrative Enforcement

The following sections of the operations plan are exclusive to administration of the sector:

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7
- 2.3 inclusive
- 2.4
- 5
- 6 inclusive, excepting 6.3

6.15. Schedule of Penalties

Penalty Schedule			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to \$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Expulsion and all legal and administration fees, and/or up to \$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	\$2,000-\$50,000 (stop fishing order for 30 days) and all legal and administration fees	\$10,000-\$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Expulsion and all legal and administration fees
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized SECTOR to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and all legal and administration fees	N/A	N/A

7. APPENDIX 1: SHS3 FY2012 MEMBERSHIP - PRELIMINARY

MRI	PERMIT	PERMIT NAME	MEMBER	EXPECTED ACTIVE IN FY12?
404	310718	NORTH SEA	WILLIAM W REED	N
415	149544	TORI T	CHRISTOPHER YATTAW	N
531	149858	CASEY JONES	BRENDA LEEMAN	N
567	310980	LEAH ENTERPRISES	LEAH ENTERPRISES INC	N
607	320374	KELLY MARIE	KEVIN D FISHERIES INC	N
619	223598	MISS PRISS	ADVENTURESS INC	N
798	330897	HALINA M	MITURA FISHING CORP	N
853	149358	MT VERNON	MNT VERNON LLC	N
993	149462	REICHL 12	CAPE CLAM INC	N
1102	410354	EVENING STAR	WALKER BROTHERS FISHERIES LLC	N
1113	410381	ERIN RENEE	FV ERIN RENEE LLC	N
1114	410384	THUNDER BAY	FV ADRIANNA LLC	N
1536	321025	CAITLYN & MAIREAD	DAVID ARIPOUCH	N
1849	149859	REICHL/LOW 2004 OPEN	DOROTHY MAY LLC	N
2315	149430	LEISURE LIFE	ROBERT S LANE	N
2461	150495	CAPT CRABBY	DAVID ARIPOUCH	N
47850	135735	ANDROMEDA	JON J SAVAGE	N
47873	146590	JUDITH E	CAP'N SAV'S CHARTERS INC	N
48009	147189	HELEN L	JON J SAVAGE	N

MRI	Federal Permits Assoc w this permit	State Permits	Other Federal Permits not enrolled in the SHS-III Sector
404	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	None	None
415	Bluefish, Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
531	Dogfish, Herr (D), Lobst (1, A1, A2), Monk ©, Skate, SMB	None	None
619	Bluefish, BS Bass, Dogfish, Fluke, Lobst (1), Monk (D), Scup, Skate, SMB	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog	320411
567	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog	None
607	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Monk (D), Scup, Skate, SMB	MA offshore lobster non trap, scallop shucking, squid, herring;	None
798	Bluefish, BS Bass, Dogfish, Fluke, Herr, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	None	None
853	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog	149358, 151089
1102	Bluefish, BS Bass, Dogfish, Fluke, Herr (C-), GC Scallop, Monk (E), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	NJ comm marine, purse seine menhaden, Del bay gillnet, comm. crab pot,	None
2315	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
993	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	410173, 410197

1849	Bluefish, BS Bass, Dogfish, Herr (D), GC Scallop, Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	410103, 410329, 149170, 410566, 330521, 150596
2461	Bluefish, BS Bass, Dogfish, Fluke, GC Scallop, Lobst (1, A2, A6), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	NY foodfish, summer flounder, striped bass, crab, comm lobster, areas 2, 3, 6, shellfish digger	None
1536	Bluefish, BS Bass, Dogfish, Fluke, Herr ©, Lobst (1, A2, A6), Monk F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	NJ summer flounder, NY foodfish, fluke, str bass,	None
1113	Bluefish, BS Bass, Dogfish, Fluke, Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog	None
1114	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C), LA Scallop, R Crab, Scup, Skate, SMB, Tilefish	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog	320416
47850	Bluefish,Dogfish,,Scup,SMB	None	None
47873	Bluefish,Dogfish,Herr (D),Monk(E),Scup,SMB	None	None
48009	Bluefish,Dogfish,Fluke, Herr (D),Monk(E),Scup,Skate, SMB	None	None

8. APPENDIX 2: SHS3 BOARD OF DIRECTORS

Terry Alexander

Frank Patania

Maggie Raymond

Phil Ruhle

9. APPENDIX 3: SHS3 CERTIFICATION OF INCORPORATION



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

October 1, 2010

TO WHOM IT MAY CONCERN:

I hereby certify that

SUSTAINABLE HARVEST SECTOR III, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on **August 12, 2010 (Chapter 180)**.

I also certify that so far as appears of record here, said corporation still has legal existence.



Processed By cm

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

SUSTAINABLE HARVEST SECTOR 3

MEMBERSHIP CONTRACT

Fishing Year 2012

Submitted September 1 2011

ARTICLE I – Definition of the Parties

This document shall serve as the membership contract between each signatory member and the Sustainable Harvest Sector 3 (SHS3). It is paired with the Sector Operations Plan, and all terms in the Operations Plan are binding to the Members who sign this contract. This contract is not complete unless accompanied by the Sector Operations Plan.

Section 1.1 Member's Organization and Authority

Each Member asserts that, as an entity, it is duly organized, validly existing and in good standing in its state of organization and has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels and Permits that it represents.

This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with both its terms and those of the Sector Operations Plan as approved by the National Marine Fisheries Service.

Each of the Members represent that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Section 1.2 Sector Organization and Authority

The Sustainable Harvest Sector 3, hereafter 'Sector' or 'SHS3', is a legal entity incorporated in the state of Massachusetts; as such, it may be held liable for the violations committed by its members.

The SHS3 was approved as one of several sectors operating in the Northeast Multispecies Fishery under the terms of the federally authorized fishery management plan (FMP or Plan) for 2011 and by submitting this contract and accompanying Operations Plan is requesting approval for operating in fishing year 2012 as SHS3.

ARTICLE II – Membership

Section 2.1 Eligibility

To qualify for becoming a member of the Sector, each member has been issued a limited access multispecies permit which has a ‘potential sector contribution’ (PSC) associated with it. The PSC is based on the permit’s landings history for FY 1996 through 2006 under Amendment 16, and represents the permit’s contribution to the sector’s Annual Catch Entitlement (ACE).

However, some limited access multispecies permits were previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001 fishing years)).

Notwithstanding the list of Participating Vessels set forth on the signature pages, for purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any given time.

Section 2.2 Length of Member Commitment

Each Member hereby agrees that each of its Permits and the related Participating Vessels will remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the “Commitment Period”); provided, however, that if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member’s Commitment Period, then the obligation of such Member shall terminate on the last day of the last fishing year for which the Sector’s Operation Plan and Agreement shall have received approval from NMFS.

Section 2.4 Proof of Membership

Upon approval of the Sector’s operations plan for the 2012 fishing year, each sector vessel will be issued a Letter of Authorization (LOA) by the Regional Administrator specifying the exemptions granted. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA. The LOA with a copy of the approved Operations Plan for 2012 must be carried on board the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made available to any NMFS or enforcement officials upon request.

Section 2.5 Member Obligations Apply Only to Participating Vessels

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear that is capable of harvesting multispecies species managed under the Northeast Multispecies Fishery Management Plan.

Each Member agrees to ensure that all operators and crew of its Participating Vessels fully comply with the obligations set forth in this Agreement. Each Member further agrees to accept full responsibility for the actions of any such operators that result in a violation of this Agreement.

Section 2.6 Additional Member Obligations

NMFS requires that the Operations Plan governing the sector include a list of all state and federal permits held by the members along with an indication of whether those permits are enrolled in another state or federally authorized sector. Members agree to provide the Manager with a comprehensive list of their state and federal permits prior to November 1 2011.

Additionally, the Operations Plan must include information regarding the activity level in the sector of Participating Vessel, that is, whether each participating vessel will be active on Sector trips or not. Members agree to provide the Manager with their best estimation of whether each Participating Vessel will actively fish on Sector trips during the upcoming fishing year prior to November 1 2011.

Members are required to furnish the Sector Manager with the MRI, federal permit number, PSC and allocation of each multispecies stock for each permit they are enrolling in the Sector.

Section 2.7 Sector and Member Reporting Requirements

The Sector Manager is required to aggregate all participating vessel catch information from participating vessels' sector trips and report weekly to the National Marine Fisheries Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS will be required on a daily basis. Such threshold is defined as that point when either 80% of the Sector's allocation for any stock is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion the Sector's ACE for any stock is harvested, whichever occurs first. Additionally, the Sector is required to submit an Annual Report of all landings of all species caught by sector vessels for the entire fishing year within 60 days of the end of the multispecies fishing year.

Weekly reports to NMFS may include a section notifying NMFS of outstanding catch records. Any resolutions and / or ongoing internal sector investigations may be noted as required.

The Manager will develop and submit reports to NMFS by gathering and aggregating data from all available data sources, including but not limited to:

1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
2. Dealers, (including paper dealer receipts from each offload transmitted to the Manager within 24 hours of the vessel offloading, as well as dealer reports posted on the NMFS sector information management web portal);
3. Discards and assumed discard rates (as calculated by NMFS based on the Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
4. Any other data sources as they are available.

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch from sector trips (including discards) by pounds, by species, and by broad groundfish stock area to the Sector Manager so the Manager can determine which stock of a species has been caught.

All members agree that they are responsible for transmitting all catch information from all sector trips to the Manager within 24 hours of the Participating Vessels' unloading. The minimum information that must be transmitted to the Sector Manager includes a complete and legible VTR and dealer weigh-out receipt. Members and vessel operators may be subject to investigation and/or penalty if they do not meet the 24 hour deadline for submitting catch information. Such information may be transmitted electronically or by fax or other means as determined by the Manager as long as it is transmitted within 24 hours of each landing.

The Manager shall maintain all catch records and shall, upon the request of any Member, provide the Member with the Sector's aggregate catch information that is generated from such records. Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and dealer data as submitted to NMFS to compile the annual report.

Each member acknowledges and agrees that, in addition to reporting to the sector manager, all participating vessels are responsible for complying with all permitting requirements, recordkeeping, catch reporting, and VMS requirements described in the federal regulations for the fishery (50 CFR part 648).

Each Member further acknowledges and agrees that it is responsible for ensuring timely reporting in accordance with the provisions of this Section and failure to deliver the reports for a Member's Participating Vessel in accordance with this Section shall be deemed a breach of this Agreement by such Member.

Section 2.8 Enforcement and Penalties

Investigation, enforcement procedures as well as penalties and terms for expulsion are explained in detail in the Sector Operations Plan as required by NMFS and are hereby incorporated by reference.

Section 2.9 Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable if they or their hired captain or crew

1. discard legal sized fish for which the sector has an allocation; and/or
2. misreport catch; and/or
3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated stock (an overage) as specified in Federal regulations.

ARTICLE III – SECTOR ADMINISTRATION

Section 3.1 Board

The Sector shall be governed by a Board of Directors which shall be elected according to the Bylaws.

Section 3.2 Sector Manager

The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the "Manager"), which Manager shall have the authority to manage the day-to-day business of the Sector and submit all sector reports as required by NMFS.

Section 3.3 Sector Manager Authority

Members agree and acknowledge that the Sector Manager shall have the authority to monitor the fishing, fish offload, and fish sale activities of the Members and all Participating Vessels and to take such other actions as may be necessary, to ensure compliance by the Members, their Permits and Participating Vessels with this Agreement and all other Sector requirements as may be adopted under the terms of this Agreement, the Sector Operations Plan, the Sector's Bylaws, Sector Board Policy and all other applicable laws, rules and regulations.

Such actions to enforce this Agreement, subject to the authority of the Board or a committee delegated thereby, the Sector's Bylaws or any other agreement relating to the Sector's internal governance, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders which may be enforced by NMFS Office of Law Enforcement.

The Manager shall also act as the liaison between NMFS and the Sector and shall assist Members in their dealings with NMFS if so requested.

Section 3.4 Membership Dues

The Board shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including the payment of the Manager's salary), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation

Section 4.1 Individual Permit Transfers

Each Member agrees that so long as it is a party to this Agreement, such Member

shall not have the authority to sell, lease or transfer the ownership of its Permit or the right to harvest any portion or all of the Permit's individual harvest share (share) to a party that is not bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur,

1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit that is not enrolled in a Sector (meaning any sector, not specifically SHS3) and
2. shall comply with the right of first refusal provisions hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder.

Section 4.2 Individual Share Transfers

Each member agrees that so long as it is party to this agreement, such member may choose to lease their individual share of the sector's allocation to another member or to another sector, for the duration of the current fishing year provided that all sector members shall have to opportunity to match such written offer as described under section 4.3 'Right of First Refusal'.

Section 4.3 Right of First Refusal

In the event that any Member (a "Selling Member") at any time proposes to sell, transfer or lease (a "Sale") its Permit and/or any part of its Share to any proposed Buyer from outside the SHS who shall make a good faith, bona fide written offer, then the Selling Member shall first deliver to all Sector Members a written notice ("First Refusal Notice") that the Selling Member proposes to make such Sale, transfer, or lease which First Refusal Notice shall state the identity of the prospective Buyer, state the amount of consideration for the Permit or any part of its share and the material terms and conditions upon which the proposed Sale, transfer or lease is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), represent that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer.

The Sector Members shall have a period of five (5) calendar days following the First Refusal Notice Date (the "Election Period") in which to elect to purchase or lease the Permit or any part of the Permit's share at the price and subject to the same material terms and conditions set forth in the First Refusal Notice.

The Sector Members shall exercise the right to purchase or lease such Permit or share by delivering a written notice ("Election Notice") to the Sector Manager within the Election Period. In the event that a Sector Member desires to purchase the Permit or share, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit or share, which shall be no later than 45 calendar days after the First Refusal Notice Date.

If a Sector Member has not elected to purchase the Permit within the Election Period, then the Selling Member is free to sell the Permit or share to the Buyer; provided that such sale is on the terms and conditions specified in the First Refusal Notice.

ARTICLE V - Concluding Contract Language

In Witness whereof, the undersigned has enrolled the listed permits in the Sustainable Harvest Sector 3 and executed the Agreement known as the Sustainable Harvest Sector 3 Operations Plan for the 2012 fishing year.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Sustainable Harvest Sector, provided such notice is postmarked no later than December 31, 2011.

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 Sustainable Harvest Sector of information that 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) listed above submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 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, enforcement data, and all other information associated with the vessel, MRI #, and/or permit records.

This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector management, it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

**THE SUSTAINABLE HARVEST SECTOR 3
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned has executed the Agreements known as the Sustainable Harvest Sector 3 Operations Plan and the Sustainable Harvest Sector Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name

Name _____

Capacity (owner, president, etc) _____

Signature _____

Date _____

THE SUSTAINABLE HARVEST SECTOR 3
Lease only membership for Fishing Year 2012

I, _____, as owner of multispecies permit # _____ attest that I have authority to enter into the agreement with the Sustainable Harvest Sector III outlined as follows:

I agree to add the ACE assigned to the multispecies permit listed above to the roster of the Sustainable Harvest Sector III for the groundfish fishing year 2012.

I agree that the multispecies permit listed above will not participate in any fishery in which multispecies Annual Catch Entitlement (ACE) will be charged against this permit for the groundfish fishing year 2012.

I agree to lease to members of the Sustainable Harvest Sector I the annual catch entitlement assigned to the multispecies permit listed above for the groundfish fishing year 2012.

I understand that should the National Marine Fisheries Service require dockside monitoring of my landings from any fishery in which I participate during the 2012 groundfish fishing year, that I am responsible for paying the cost of that monitoring. I agree to reimburse the Sustainable Harvest Sector III for those costs, as billed to the Sector by the Sector's chosen independent dockside monitor.

I understand the Sector may terminate my membership in the Sector at any time before April 30 2012 for any reason it deems necessary, including because of dockside monitoring requirements imposed by the National Marine Fisheries Service.

I further understand that my membership in the Sector is non-voting.

Name (Print)
Signature
Date

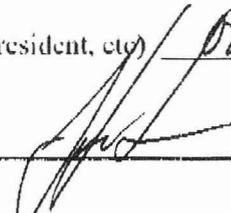
**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 - April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330897	798	Halina M

Name Hubert Mitura Mitura Fishing Corp

Capacity (owner, president, etc) Owner/President

Signature 

Date 12/1/11

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
135735	47850	Andromeda (CPH)
* 147189	48009	Helen L (CPH)
146590	47873	Judith E

* I am currently using a permit #147189 but a different MI
Name Jon J Savage

Capacity (owner, president, etc) owner

Signature Jon J Savage

Date 11/22/11

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

providencefish.com & gmail.com

Permit #	Moratorium Right ID	Permit Name
310718	404	North Sea

Name William W. Reed 10000538

Capacity (owner, president, etc) Owner

Signature William W. Reed

Date 11/29/11

631-457-3535

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149430	2315	LEISURE 214

Name ROBERT S. LANE

Capacity (owner, president, etc) OWNER

Signature [Handwritten Signature]

Date 11/29/11

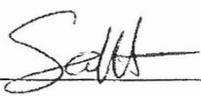
**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
223598	619	Miss Priss
410381	1113	Erin Renee
410384	1114	Thunder Bay

Name SAMUEL A. MARTIN

Capacity (owner, president, etc) VP OPERATION

Signature 

Date 11/30/11

I hereby certify that the information provided is true and correct.

 Notary Public

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149858	531	CASEY JONES

Name BRENDA A. LEE MAN

Capacity (owner, president, etc) OWNER

Signature Brenda A. Lee Man

Date 11/30/2011

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
321025	1536	CAITUM & AIRROAD
150495	2461	Conservation of Porcupine Habitat (Capit Crabs)

Name DAVE ARIZONA

Capacity (owner, president, etc) OWNER

Signature [Handwritten Signature]

Date 11/28/11

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
310980	567	LEAH ENTERPRISES

Name DENIS LOVGREN

Capacity (owner, president, etc) OWNER

Signature 

Date 11/23/2011

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
320374	607	Kelly Marie

Name Kevin DeDeus

Capacity (owner, president, etc) President

Signature Kevin DeDeus

Date 11/2/11

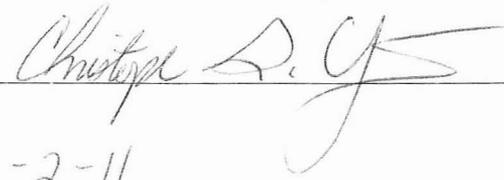
**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149544	415	Tori T

Name Christopher G. Yattaw

Capacity (owner, president, etc) president

Signature 

Date 11-2-11

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
410354	1102	EVENING STAR

Name RONALD WALKER

Capacity (owner, president, etc) OWNER

Signature RONALD WALKER

Date 11/1/11

**THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2012-APRIL 2013**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2012 – April 2013, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149358	853	F/U 1987 WEN92721A687
149859	1849	F/U REICHEL/LOW 2004 OPEN
149462	993	F/U REICHEL 12

Name Jeffrey Reichle

Capacity (owner, president, etc) owner

Signature [Handwritten Signature]

Date 11-7-11

273-0484

Northeast Federal Fishing Permit

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

File Copy



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

NOAA form 88-156A

2011 Fishing Year Permit

MNT VERNON LLC
P O BOX 830
CAPE MAY, NJ 08204

F/V 1987 WEN92721A687

Northeast Federal Permit Number: 149358

Documentation/Registration Number: NJ8280FK

Principal Port/State: CAPE MAY, NJ

Fisheries Permitted	Date issued: 03/16/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2011		05/01/2011	04/30/2012
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		05/01/2011	04/30/2012
ILLEX SQUID - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
OCEAN QUAHOG - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		03/17/2011	02/29/2012
SCALLOP - LAGC - INCIDENTAL - 2011		03/17/2011	02/29/2012
SCUP - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SURF CLAM - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature



National Marine Fisheries Service / Northeast Regional Office



Vessel Ownership Form

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

Section A - Vessel applying for permit

Vessel Name: NJ8280FK	Permit or Hull Number: NJ8280FK
-----------------------	---------------------------------

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

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

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

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

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NERO PERMIT OFFICE

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

Name of Applicant (print clearly) Jeffrey Reichle

Signature of Applicant [Handwritten Signature]

Date 03/09/11

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

Northeast Federal Fishing Permit

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



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

File Copy

NOAA form 88-156A

2011 Fishing Year Permit

CHRISTOPHER YATTAW
 26 BOBOLINK LANE
 THOMASTON, ME 04861

F/V TORI T
 Northeast Federal Permit Number: **149544**
 Documentation/Registration Number: ME10PPJ
 Principal Port/State: THOMASTON, ME

Fisheries Permitted	Date issued: 04/28/11	Effective Date	Expiration Date
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		05/01/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		04/29/2011	02/29/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

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

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Authorized Signature

Northeast Federal Fishing Permit

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



United States Department of Commerce
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 National Marine Fisheries Service
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 Telephone: (978) 281-9370
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NOAA form 88-156A

2011 Fishing Year Permit

WALKER BROTHERS FISHERIES LLC
 31 CROYDON DRIVE
 NORTH CAPE MAY, NJ 08204-3351

F/V EVENING STAR
 Northeast Federal Permit Number: **410354**
 Documentation/Registration Number: 670418
 Principal Port/State: CAPE MAY, NJ

Fisheries Permitted	Date issued: 02/11/11	Effective Date	Expiration Date
ATLANTIC MACKEREL - 2011		05/01/2011	04/30/2012
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
HERRING - LIMITED ACCESS - INCIDENTAL - 2011		05/01/2011	04/30/2012
ILLEX SQUID - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
MONKFISH - INCIDENTAL CATEGORY E - 2011		05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		05/01/2011	04/30/2012
OCEAN QUAHOG - 2011		05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		03/01/2011	02/29/2012
SCALLOP - LAGC - INCIDENTAL - 2011		03/01/2011	02/29/2012
SCUP - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SKATE - 2011		05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		05/01/2011	04/30/2012
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011		05/01/2011	04/30/2012
SURF CLAM - 2011		05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

CERTIFICATION OF AUTHORITY OF WALKER BROTHERS FISHERIES L.L.C.

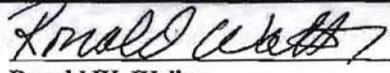
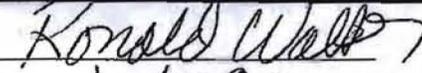
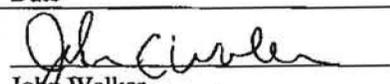
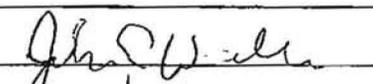
A LIMITED LIABILITY COMPANY (LLC)

This LLC is managed by its Members. The names and addresses of each of its current Members as of 02/19/2009 are listed below. Each of these persons has managerial authority of the LLC and is empowered to transact business on its behalf.

L.L.C. Member	Address
Ronald W. Walker	31 Croyden Dr. CAPE MAY, NJ 08204
John Walker	31 Croyden Dr. CAPE MAY, NJ 08204

Further, each of the following Members is specifically authorized to transact the following business on behalf of the LLC:

<describe the specific business transaction>

L.L.C. Member Signatures	
 Ronald W. Walker <u>2/19/09</u> Date	 Ronald W. Walker <u>1/1/09</u> Date
 John Walker <u>2/19/09</u> Date	 John Walker <u>1/1/09</u> Date

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NERO PERMIT OFFICE

Name Title

Hank Soule
Manager

Sector Communications Contacts Responsibility

- ✓ Day-to-Day Sector Operations
- ✓ Data Management
- ✓ Reporting
- ✓ Policy Issues
- ✓ Research
- ~~Outreach~~

Email

shsector@gmail.com

Phone

603-781-9778

Mailing Address

Street 1 City State Zip

PO Box 356, So. Berwick,
ME 03908