

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered  
3 into as of May 1st, 2014 (the "Effective Date"), by and among III Northeast Fishery Sector, Inc. ("NEFS III")  
4 and each of the Sector members identified on the attached Exhibit A.

5 Recitals

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

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

13 Agreement

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

17 1. Sector Name. The organization described under this Agreement shall be called the III  
18 Northeast Fishery Sector, Inc. This is a non-profit organization incorporated in Massachusetts on May 26,  
19 2009 and therefore may be held liable for violations committed by its members.

20 2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a person must  
21 hold a Limited Access Northeast multi-species permit and meet all other Sector eligibility requirements as  
22 established from time to time by the Sector's Board of Directors (the "Board"). Any person wishing to  
23 become a Sector member must submit an application no later than sixty (60) days prior to the annual  
24 deadline by which Sector contracts must be submitted to NMFS. Sector membership shall be effective  
25 upon admission of a member by the Board and acceptance by execution by such member of the Sector's  
26 Membership Agreement. Subject to the automatic renewal provisions of Section 12 below, and the  
27 disciplinary expulsion provisions of Section 13 below, Sector membership shall expire at the conclusion of  
28 each fishing year, unless renewed by the Board in accordance with the Sector's Bylaws and this  
29 Agreement. The Sector's members (the "Members"), such Members' "Limited Access Multispecies

1 Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the vessels that will harvest  
2 the Sector’s Amendment 16 allocations are identified on the attached Exhibit A, which may be amended  
3 from time to time in accordance with this Agreement and the Sector’s Bylaws.

4 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a  
5 group of three or more persons, none of whom have an ownership interest in the other two persons in  
6 the sector. This criterion has been fulfilled with permit # 220221 under the distinct ownership of Flying  
7 Finns Inc., permit # 149318 under the distinct ownership of Heidi & Heather Fisheries Inc., and permit #  
8 144413 under the distinct ownership of Santapaola Fisheries Inc..

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

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

18 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is composed of  
19 allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each such  
20 species being an “Allocated Species”), and any subsequent Framework or Amendment. Subject to the  
21 terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an amount  
22 of the Sector’s ACE, as adjusted by the Sector for retainages including but not limited to the Reserve, for  
23 each Allocated Species proportionate to the amount of ACE for such species that the Sector receives as a  
24 result of such Member’s membership in the Sector. The amount of Sector ACE a Member may harvest or  
25 transfer, as adjusted by transfers and Sector retainages including but not limited to the Reserve, made in  
26 accordance with this Agreement, is referred to hereafter as a Member’s “Harvest Share.” Each Member  
27 may harvest or transfer its Harvest Share only under the terms and conditions of this Agreement and in  
28 compliance with the restrictions imposed by the Manager (as defined below), the Enforcement  
29 Committee (as defined below) and the Board in accordance with this Agreement. Any other attempted  
30 harvest or transfer of a Member’s Harvest Share shall be a breach of this Agreement.

1           6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to  
2 act as the Sector’s authorized agent in all NMFS and New England Fishery Management Council matters  
3 (the “Manager”), and a person to serve as the registered agent for receiving service of process on behalf  
4 of the Sector (the “Registered Agent”). The procedures for appointing the Manager and the Registered  
5 Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from time to time. The  
6 Manager and the Registered Agent may be the same person. The Manager shall be responsible for  
7 preparing and filing all reports required of the Sector under Amendment 16 and the related implementing  
8 regulations. Richard Burgess will serve as the registered agent for receiving service of process on behalf of  
9 the Sector. The Sector will notify NMFS prior to May 1, 2014 who will be acting as their Manager for FY  
10 2014-2015.

11           6.1 Communication with Sector. The Manager is the primary point of contact for all  
12 communications on behalf of the Sector and all communications regarding NEFS III should be directed  
13 accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director of  
14 Northeast Sector Service Network, is authorized to act on behalf of the Sector. At the time in which this  
15 Agreement is entered into, the Board of Directors are as follows:

- 16                               President: Richard Burgess
- 17                               Vice President: Bill Muniz
- 18                               Treasurer: Ed Smith
- 19                               Clerk: Scott Swicker
- 20                               Directors: Jim Santapaola, John Montgomery, William Brown
- 21

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

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

25           7. Consolidation Plan. The Sector’s ACE shall be harvested in accordance with the terms and  
26 conditions of this Section 7.

27           7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations,  
28 the Members’ aggregate harvest of the Sector’s ACE may not exceed the Sector’s ACE allocation, as  
29 adjusted by transfers of ACE between the Sector and other sectors. Each Member further acknowledges  
30 that under NMFS regulations, each Member may be held jointly liable for fines, penalties and forfeitures  
31 related to the Sector’s ACE being overharvested. Each Member therefore authorizes the Manager to  
32 annually establish a reserve of each Allocated Species in the amount the Manager deems necessary to

1 insure the Sector's ACE is not over-harvested (the "Reserve"). The Reserve for each Allocated Species  
2 shall be established by assessing the Members' Harvest Shares for such Allocated Species on a pro rata  
3 basis, according to their Harvest Share percentages for each such species. The amount of each Member's  
4 Harvest Share available for harvest or transfer shall be net of the amount assessed for the Reserve. The  
5 Reserve shall be managed under a "Deemed Value System" ("DVS") by the Manager in accordance with  
6 the terms and conditions adopted by the Board from time to time. If the Board requires that Members  
7 pay for distributions from the Reserve, the DVS payments received by the Sector shall be distributed to  
8 the Members after the close of fishing for the year on a pro rata basis, such that each Member receives a  
9 share of the total amount paid for distributions of each Allocated Species from the Reserve proportionate  
10 to the amount of such Allocated Species each Member contributed to the Reserve.

11           7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before  
12 March 6th, 2014 (the "Notification Date"), and on or before any succeeding Notification Dates  
13 established by the Board for FY 2014 and thereafter of their intention to harvest Sector ACE ("**Active**  
14 **Members**") may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector  
15 ACE shall identify the vessels which will be used for such harvest. **Non-Active Members** shall not harvest  
16 Sector ACE, including without limitation, their own Harvest Share. No **Active Member** shall harvest an  
17 amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active Member's** Harvest Share  
18 shall be subject to all NMFS and other management regulations generally applicable to the Sector's ACE  
19 (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet,  
20 individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any  
21 season or area than the percentage of the related Sector ACE allocation permitted to be harvested in  
22 such season or area. The Manager may impose and enforce additional restrictions on each **Active**  
23 **Member's** harvest of Sector ACE authorized by this Agreement or adopted by the Board.

24           7.2.1 Non-Active Members. The Members acknowledge that **Active Members** are  
25 assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the **Non-Active**  
26 **Members**, and that the **Active Members** are making certain financial contributions to the Sector that are  
27 not made by **Non-Active Members**. Obligations assumed by **Active Members** that are not imposed on  
28 **Non-Active Members include**, but are not limited to payments of the initial Membership Fee, and paying  
29 Network and Sector fees in connection with landings of catch harvested under the Sector's ACE. In  
30 consideration for the **Active Members** assuming these costs, risks and fee obligations, each **Non-Active**  
31 **Member** shall:

1 (a) Not fish in any ACE-accountable fisheries;

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

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

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

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

15 7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement, each  
16 Member may transfer some or all of such Member's Harvest Share to one or more **Active Member(s)** on  
17 such terms and conditions as the transferor Member and the transferee **Active Member(s)** may agree. No  
18 transfer of a Member's Harvest Share shall become effective until the Manager has received actual notice  
19 of such transfer. No Member may transfer any portion of such Member's Harvest Share, or interest in  
20 the Sector's ACE, to any person other than an **Active Member** unless the Board first authorizes such  
21 transfer in writing. Any such transfer shall be subject to such terms and conditions as the Board may  
22 adopt from time to time, including but not limited to establishment of procedures to implement a Right  
23 of First Offer (the "ROFO") that is extended to **Active Members** of the Sector, **Active Members** of other  
24 Northeast Fishery Sectors, and certain other parties in accordance with the terms and conditions  
25 established by the Board. Without limiting the foregoing, the Sector Board of Directors may condition,  
26 review, approve and restrict transfers of Harvest Shares to non-Members as it deems necessary to  
27 promote the harvest of the Sector's entire ACE allocation and ensure that the Sector's management and  
28 administrative costs can be recouped through reasonable Sector membership fees established by the  
29 Board.

1                   7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such  
2 restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s  
3 compliance with Amendment 16 and related implementing regulations (such restrictions referred to  
4 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on **Exhibit C**. Each **Active Member**  
5 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each  
6 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in  
7 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that  
8 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing  
9 Plan available to Active Members prior to the commencement of the fishing season.

10                   7.5 Re-direction Of Effort. During FY 2012, NEFS III vessels switched fishing efforts into  
11 the following fisheries:

- 12                   • Fishery: Tuna (Gear: Hand Gear)
- 13                   • Fishery: Lobster (Gear: Trap)
- 14                   • Fishery: Dogfish (Gear: Gillnet)
- 15                   • Fishery: Skate (Gear: Gillnet)

16  
17 During FY 2013, NEFS III vessels switched effort into the following fisheries:

- 18                   • Fishery: Tuna (Gear: Hand Gear)
- 19                   • Fishery: Lobster (Gear: Trap)
- 20                   • Fishery: Skate (Gear: Gillnet)

21 During FY 2014, NEFS III anticipates a similar redirection of effort to the fisheries listed above.

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

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

1 In FY 2013, 35% of the permits enrolled in the Northeast Fishery Sector 3 for FY 2014 are attached to  
2 vessels actively fishing for NE multispecies. For FY 2014, the Northeast Fishery Sector 3 sector has 78  
3 permits currently enrolled. Of those permits 27 are anticipated to actively fish for NE multispecies in FY  
4 2014. While these numbers may change, the Northeast Fishery Sector 3 sector expects that, compared to  
5 FY 2013, there would be a net consolidation beyond what previously occurred among the Northeast  
6 Fishery Sector 3 as the share of ACE contributed by member permits is fished by fewer active vessels than  
7 in FY 2013. It can be anticipated that fewer active fishing vessels will result in job losses for fishing crews  
8 and the associated negative impacts could spread to fishing communities and industries reliant on  
9 commercial fishing. While fishers who remain in the fishery may experience a positive benefit, there  
10 would be fewer active fishers in the NE multispecies fishery.

11 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery  
12 Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby authorizes the  
13 release to the undersigned hereby authorizes the release to the Manager of Ill Northeast Fishery Sector,  
14 Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of  
15 information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or  
16 other federal law regarding the catch of various species of fish associated with the limited access  
17 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector  
18 submitted to the National Marine Fisheries Service that the undersigned has authority to access. This  
19 information includes data required to be submitted or collected by NMFS, including but not limited to  
20 days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program  
21 data, information collected for conservation and management purposes, catch and landings history data,  
22 at-sea monitoring data, VMS information, access to Member's Fish Online Account or alternatively access  
23 to specific data such as Vessel Track data, contained within the Member's Fish Online Account as made  
24 available to the Manager on SIMM , and all other information associated with the vessel, MRI #, and/or  
25 permit records.

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

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

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

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

25 10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to  
26 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the  
27 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming year,  
28 and to address any other matters of Sector business properly before the Board. The Board shall meet for  
29 those purposes not less than ninety (90) days prior to the Season Opening Date, and at such meeting shall  
30 appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do so, the  
31 Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist the

1 Manager in setting and updating the liquidated damages amounts for breaches of this Agreement and  
2 shall hear and decide Members' appeals of the Manager's contract breach determinations and liquidated  
3 damages assessments.

4           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)  
5 days prior to each annual Season Opening Date, the Manager shall establish the market value of an  
6 unprocessed pound of each Allocated Species (each such value being a "Base Value"), and transmit such  
7 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take into  
8 account both the direct costs and the opportunity costs associated with an over-harvest of the relevant  
9 species. Not less than thirty (30) days prior to each annual Season Opening Date, the Enforcement  
10 Committee, in consultation with the Manager, shall adopt Base Values and Base Value multipliers, and  
11 the liquidated damages amounts for breaches of this Agreement other than over-harvest of a Member's  
12 Harvest Share, which shall be based on the Enforcement Committee's estimate of the losses that the  
13 Sector and its Members could be expected to suffer as a result of such breaches. Because the damages  
14 suffered by one or more other Sector Members as the result of a Member harvesting an amount of  
15 Sector ACE in excess of its Harvest Share are likely to substantially exceed the market value of the excess  
16 harvest, the Base Value multipliers shall not be less than three (3). Upon the Enforcement Committee's  
17 adoption of Base Values and Base Value multipliers, such Base Values and Base Value multipliers will be  
18 the basis for calculation of damages for unreconciled Harvest Share overages.

19           10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound  
20 by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such  
21 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The  
22 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's  
23 Harvest Share shall be as provided on Exhibit D.

24           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
25 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
26 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who will  
27 to a significant degree have control over whether the vessel is operated in compliance with this  
28 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
29 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
30 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed

1 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
2 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

3 10.6 Liquidated Damages Security. The Board may require that a Member that has two  
4 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another sector's  
5 operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing such  
6 Member's payment and performance obligations under this Agreement in such amounts as the Board  
7 deems appropriate, or may require such Member to personally guaranty, and/or have other Members or  
8 third parties personally guaranty, such Member's payment and performance obligations under this  
9 Agreement.

10 10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the  
11 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware  
12 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if  
13 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such  
14 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such  
15 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager, in  
16 the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the  
17 time period directed by the Manager, taking into account the magnitude of the breach and the potential  
18 consequences of the breach for the Sector and the other Members, the Manager shall notify the Member  
19 in writing that the Manager is referring the alleged breach to the Enforcement Committee, and shall  
20 notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated  
21 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described  
22 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its  
23 Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such  
24 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector  
25 manager may take any action he/she deems necessary including without limitation, self-help or court  
26 action which may include the seeking of injunctive relief.

27 10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed  
28 liquidated damages shall have five (5) days from the date that the Member receives the notice to request  
29 an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing within such  
30 5-day appeal period, the Member's right of appeal shall expire, the Member shall be deemed to have  
31 breached this Agreement in accordance with the Manager's determination, and the Member shall be

1 obligated to pay the related liquidated damages. If a Member timely requests an appeal hearing, the  
2 Manager shall consult with the Enforcement Committee and schedule an Enforcement Committee  
3 meeting for that purpose. The Enforcement Committee shall make reasonable efforts to schedule the  
4 meeting at a time and place such that the Member requesting the appeal is able to attend, and shall  
5 provide the Member with at least thirty (30) days advance written notice of the time and place of the  
6 meeting. At such meeting, the Enforcement Committee shall provide the Manager with an opportunity  
7 to present evidence of the apparent breach, and shall provide the Member in apparent breach with a  
8 reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and delivery data  
9 produced by the Manager shall be presumed accurate, and, absent manifest error, each Member's  
10 obligations under this Agreement and all related documents may be enforced to their fullest extent on  
11 the basis of such data. If the Enforcement Committee determines that a Member breached this  
12 Agreement, the Sector shall have the right to collect from such Member the liquidated damages amount  
13 provided for such breach under this Agreement.

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

26           10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to resolve  
27 a breach of this Agreement through voluntary compliance measures approved by the Enforcement  
28 Committee and performed by such Member on a timely basis, the Member in breach shall pay the  
29 liquidated damages amount assessed by the Sector within ten (10) days of the end of the voluntary  
30 compliance period described in Section 10.9, above. Liquidated damages amounts not paid when due  
31 shall accrue interest at a rate of interest equal to the prime rate of interest announced by Bank of

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

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

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

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

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

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

27 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
28 Member that is eligible to terminate such Member’s Sector membership may do so only by providing  
29 written notice to that effect to all other Members on or before April 30, 2014 or such date as the Board  
30 may from time to time establish for that purpose (the “Termination Date”) each year. A Member that  
31 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its

1 Sector membership for the following year, and all other Members shall be entitled to act in reliance on  
2 such renewal accordingly. If any Member provides a membership termination notice by the Termination  
3 Date, each of the other Members shall have ten (10) days from the date they receive such notice to  
4 terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination  
5 of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

19 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful  
20 breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant  
21 to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such  
22 Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant  
23 to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a  
24 fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member  
25 shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to  
26 participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector  
27 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member  
28 shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is re-admitted.  
29 Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to the date of  
30 expulsion, or to pay liquidated damages and costs and fees related to an action or omission by the

1 expelled Member that preceded the date of expulsion. The Sector shall notify NMFS immediately upon a  
2 Sector Member's expulsion; by electronic email, followed by posted mail.

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

11 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject  
12 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the  
13 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of this  
14 Agreement for which a Member would be liable for damages. Because each incident of ACE overharvest  
15 would constitute a separate violation of the Amendment 16 regulations, and because each such incident  
16 would be treated as a prior violation by NMFS for purposes of determining appropriate fines, penalties  
17 and forfeitures in connection with a subsequent violation, the damages suffered by the Sector as a result  
18 of an overharvest by one or more Members that resulted in the Sector overharvesting its ACE would be  
19 consequential and irreparable.

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

24 14.1 The Sector, acting through the Manager, has the authority to issue to any Member  
25 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member  
26 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member shall  
27 not permit the vessels harvesting its Harvest Share to resume doing so unless and until the Manager  
28 rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members and the  
29 Manager from any and all liability of any nature whatsoever, including but not limited to both contractual

1 and tort liability, for any direct or indirect, incidental or consequential losses or damages that a Member  
2 may suffer as a result of complying with a Stop Fishing Order.

3 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply  
4 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help and  
5 take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order and  
6 this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden of  
7 proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B. (evidence that  
8 the vessel continued to fish thereafter).

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

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

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

28 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold  
29 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the  
30 Manager exercising reasonable independent business judgment in good faith in reviewing and approving

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

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

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

21 The party's written request for arbitration shall include the name of the arbitrator selected by the party  
22 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the  
23 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two  
24 arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not timely  
25 select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3)  
26 arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any arbitrator  
27 must have no material ties to the Sector or any Member. The decision of the arbitrator (or in the case of  
28 a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be  
29 conducted under the rules of (but not by) the American Arbitration Association. The parties will be  
30 entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole discretion. All  
31 costs of arbitration shall be borne by the party requesting the same. Each party shall bear its own costs

1 of preparation and presentation, unless, in the case of the Sector, the Board determines to assess such  
2 costs to the applicable Member, which costs shall be immediately due and payable. In no event will  
3 arbitration be available pursuant to this paragraph after the date when commencement of such legal or  
4 equitable proceedings based on such claim, dispute, or other matter in question would be barred by an  
5 applicable statute of limitations. The final decision of the Arbitrators shall not be subject to review or  
6 appeal by any other person, including any court, with the exception of NMFS in its oversight role for the  
7 purposes of statutory and regulatory compliance and consistency. Any right to any such appeal is hereby  
8 irrevocably waived and relinquished. Such final decision shall bind the parties and shall not require any  
9 further action of enforcement or collection once docketed with the records of the Sector. In breach by  
10 any Member of performance thereof, the Manager may *sua sponte* and without any notice or hearing  
11 issue a Stop Fishing Order or an Order of Expulsion respecting such Member in breach. The Sector shall,  
12 without limiting the foregoing rights and procedure, also have the right to enforce any decision against  
13 any Member in breach by an action for specific performance, declaratory relief, *lis pendens* or any other  
14 action in a court of law having jurisdiction of the parties, it being understood and agreed that the Federal  
15 court for the District of Massachusetts and the Massachusetts Superior Court for the County where the  
16 registered office of the Sector is located shall be deemed to have such jurisdiction

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

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

30

EXHIBIT A

Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)

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

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

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Enrolled in Sector	Active
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II	MS 4137 AM	Yes	Yes
Flying Finns Inc.	220221	56	Chandelle	552300	Yes	Yes
Thomas Lupo	231622	204	Jennie C	932696	Yes	Yes
Thomas Hill	231770	207	Karoline Marie	948801	Yes	Yes
New Shell Lobsters Inc	233139	214	Aaron and Alexa	1047510	Yes	Yes
Gannet Inc	231826	223	Gannet	956676	Yes	Yes
Heidi and Heather Fisheries, LLC	146819	228	Lori B	MS4473AX	Yes	Yes
White Wave, LLC	242738	337	Hannah Story	969495	Yes	Yes
Heidi and Heather Fisheries, LLC	149318	367	Ryan Zachary	MS 6051 AH	Yes	Yes
Melon Fisheries Inc	250887	446	SS Melon III	916348	Yes	Yes
A & J Fisheries Inc	138579	575	Claudia Marie	MS7008AY	Yes	Yes
Gloucester Fishing Community Preservation Fund		1288			Yes	Yes
Philip A. Powell	148668	1433	Foxy Lady	MS8827AC	Yes	Yes
Michael T. Frontiero	121155	1534	Dunlin	MS4116AG	Yes	Yes
Tim Caldwell	125520	1537	C.W. Griswold		Yes	Yes
William Skrobacz	123717	1574	Toots	MS 5051 Am	Yes	Yes
Douglas L. Germain	121338	1652	Labor in Vain	MS 9810 RG	Yes	Yes
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan	596338	Yes	Yes
Marauder Fisheries Inc.	230222	1725	Annie K	568403	Yes	Yes
JAS Fisheries Inc.	230139	1766	Amanda Leigh	542840	Yes	Yes
F/V Sasquatch, Inc	127576	1770	Sasquatch III	MS 9972 A	Yes	Yes
Santapaola Fisheries Inc.	110688	1921	Amanda & Andy III	MS9953AY	Yes	Yes
White Wave, LLC	232312	2051	Sharon E	1021018	Yes	Yes
Sundance Fisheries	149334	2055	Little Mako	MS1051DD	Yes	Yes
Matthew G. Cooney	118832	2165	Miss Meredith	MS1969MC	Yes	Yes
Wood Fisheries Inc	223397	2176	Lily	1064382	Yes	Yes
Catherine F Lobster Co. Inc	240441	2195	Catherine F	611538	Yes	Yes
Arthur H Sawyer Jr	124061	2320	Miss Carla	MS 0009 As	Yes	Yes
Brian Higgins	223677	3636	Toby Ann	1188119	Yes	Yes
Chadwick Fish Lobster LLC	114880	4300	Native Son	MS2844Y	Yes	Yes
William G. Brown V	231329	190	Kathryn Leigh		Yes	No

Catherine F Lobster Co. Inc		8			Yes	No
JAS Fisheries Inc.		40			Yes	No
Michael T. Malewicki	221769	100	Janie M	631471	Yes	No
Scotia Boat Too, LLC		117			Yes	No
Edward E. Smith		131			Yes	No
A & J Fisheries Inc		157			Yes	No
Philip A. Powell		168			Yes	No
Edward E. Smith		173			Yes	No
William G. Brown V		175			Yes	No
Richard E. Burgess	150286	240	Red Tape	MS9261AN	Yes	No
Richard E. Burgess	150008	320	Starcraft	MS9446AR	Yes	No
Homarus Americanus Inc		372			Yes	No
Philip A. Powell		381			Yes	No
Philip A. Powell		443			Yes	No
Homarus Americanus Inc		459			Yes	No
Philip A. Powell		525			Yes	No
Wood Fisheries Inc		1251			Yes	No
JAS Fisheries Inc.	231826	1439	Amanda & Andy		Yes	No
Island Queen Fishing Corp.		1456			Yes	No
Richard E. Burgess	150217	1482	Chesty McBoob	MS4537AN	Yes	No
Heidi L Burgess		1531			Yes	No
F/V Allison Carol	115856	1639	Allison Carol	MS 3296 YY	Yes	No
Chadwick Fish Lobster LLC		1647			Yes	No
Island Queen Fishing Corp.		1749			Yes	No
Richard E. Burgess	149719	1807	Hollywood II	MS5902AM	Yes	No
Tim Caldwell		1831			Yes	No
Island Queen Fishing Corp.		1843			Yes	No
Ashley & Anthony Fisheries Inc		1859			Yes	No
Scotia Boat Too, LLC		1960			Yes	No
F/V Carol Ann	220748	1997	Carol Ann	618869	Yes	No
Philip A. Powell		2011			Yes	No
A & J Fisheries Inc		2014			Yes	No
Janel Leigh Inc.	241144	2019	Janel Leigh	911574	Yes	No
Scott O Swicker		2032			Yes	No
David Jewell	212924	2088	Lady J	965110	Yes	No
A & J Fisheries Inc		2127			Yes	No
Richard E. Burgess	150275	2177	Bureaucracy	MS1441AR	Yes	No
Michael T. Frontiero		2327			Yes	No
John Greenleaf		2370			Yes	No
Edward E. Smith		2804			Yes	No
Island Queen Fishing Corp.		3354			Yes	No
Robert J Edwards	221275	3524	Catherine M	649353	Yes	No
Edward E. Smith		3787			Yes	No
Thomas Lupo		47802			Yes	No

Peter G. Fyrberg		47872			Yes	No
Catherine F Lobster Co. Inc.		47905			Yes	No
F/V Alexis Margaret Inc.	242563	47988	Alexis Margaret	1068251	Yes	No

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2

**EXHIBIT B**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector. Additional Information on federal permits associated with Sector Vessels and Sector Members:

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

Sector Member	Federal Permit #	MRI #	Vessel Name	Doc/Reg #	Federal Permits	State Permits	Common Pool/Other Sectors	Enrolled in Sector
Catherine F Lobster Co. Inc		8			Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Squid, Mackerel			Yes
Santapaola Fisheries Inc.	144413	14	Amanda & Andy II	MS 4137 AM	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish C, NE Multi, Skate, Squid, Mackerel, Tilefish			Yes
Island Queen Fishing Corp.		2391			Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel		Common Pool	No
JAS Fisheries Inc.		40			Bluefish, Spiny Dogfish, Monkfish E, Herring, NE Multi, Scallop, Mackerel			Yes
Flying Finns Inc.	220221	56	Chandelle	552300	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster		Yes
Michael T. Malewicki	221769	100	Janie M	631471	Bluefish, Spiny Dogfish, American Lobster Trap Area 1, NE Multi, Atlantic Mackerel	Coastal Lobster		Yes
Scotia Boat Too, LLC		117			Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Butterfish, Mackerel, Tilefish	Offshore Lobster Non-Trap		Yes
Edward E. Smith		131			NE Multi			Yes
A & J Fisheries Inc		157			Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Mackerel	Offshore Lobster Non-Trap		Yes
A & J Fisheries Inc	231896	133	Special K	668249	Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Boat 0-59 Ft	NEFS 2	No
Philip A. Powell		168			Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A2 & AOC, Monkfish C, NE Multi, Quahog, Clam, Skate, Mackerel, Tilefish			Yes
Edward E. Smith		173			Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate			Yes
William G. Brown V		175			Bluefish, Spiny Dogfish, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel			Yes
William G. Brown V	231329	190	Kathryn Leigh		Bluefish (Commercial & Charter), Black Sea Bass (Charter), Spiny Dogfish, Summer Flounder, Herring, Lobster Non Trap, 1,2 Outer Cape, Monkfish E, Quahog, Red Crab, Scup, Skate, Squid/Mackerel/Butterfish, Mackerel, Tilefish	Dogfish, FRV, Striped Bass, Surface Gillnet		Yes
Thomas Lupo	231622	204	Jennie C	932696	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel	Coastal Lobster		Yes
Thomas Hill	231770	207	Karoline Marie	948801	Bluefish, Spiny Dogfish, Herring, Lobster A1, Monkfish C, NE Multi, Clam, Skate	Offshore Lobster, Coastal Lobster, Finfish Landing Permit		Yes
New Shell Lobsters Inc	233139	214	Aaron and Alexa	1047510	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate, Squid	Coastal Lobster		Yes
Gannet Inc	231826	223	Gannet	956676	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, Skate, NE Multi, Squid/Butterfish, Mackerel, Tilefish			Yes

Heidi and Heather Fisheries, LLC	146819	228	Lori B	MS4473AX	Bluefish, Spiny Dogfish, Herring, American Lobster 1, Monkfish C, NE Multispecies, Ocean Quahog, Red Crab, Surf Clam, Skate, Squid/Butterfish, Atlantic Mackerel, Tilefish			Yes
Richard E. Burgess	150286	240	Red Tape	MS9261AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, A2 & A6, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish			Yes
Richard E. Burgess	150008	320	Starcraft	MS9446AR	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel			Yes
Richard E. Burgess		238			Bluefish, Spiny Dogfish, Herring, Lobster Non-Trap, Monkfish E, NE Multi, Squid/Butterfish, Mackerel		NEFS 1	No
White Wave, LLC	242738	337	Hannah Story	969495	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A1, AOC, Monkfish D, NE Multi, Squid, Quahog, Clam, Skate, Tilefish	Boat 0-59 Ft		Yes
Heidi and Heather Fisheries, LLC	149318	367	Ryan Zachary	MS 6051 AH	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster, Coastal Lobster		Yes
Homarus Americanus Inc		372			Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Skate, Squid, Mackerel	Coastal Lobster		Yes
Philip A. Powell		381			Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Scup, Red Crab, Skate, Tilefish, Squid/Butterfish			Yes
Philip A. Powell		443			Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate			Yes
Melon Fisheries Inc	250887	446	SS Melon III	916348	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Scallop, Lobster 1 & A1, Monkfish C, NE Multi, Clam, Skate, Squid/Butterfish, Mackerel, Tilefish	Coastal Lobster		Yes
Homarus Americanus Inc		459			Bluefish, Dogfish, Herring, Lobster non trap, 1, Outer Cape, Monkfish E, Multi, Skate, Squid/Butterfish, Mackerel			Yes
Philip A. Powell		525			Bluefish, Dogfish, Monk C, Skate, NE Multi, Squid			Yes
A & J Fisheries Inc	138579	575	Claudia Marie	MS7008AY	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid/Butterfish, Tilefish	Coastal Lobster		Yes
Wood Fisheries Inc		1251			Bluefish, Monkfish E, NE Multi, Squid, Mackerel, Tilefish			Yes
Gloucester Fishing Community Preservation Fund		1288			Bluefish, Spiny Dogfish, Herring, Monk E, NE Multi, Skate			Yes
Philip A. Powell	148668	1433	Foxy Lady	MS8827AC	Bluefish, Dogfish, Lobster 1, A1 & AOC, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Mackerel, Tilefish	Coastal Lobster		Yes
JAS Fisheries Inc.	231826	1439	Amanda & Andy		Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Coastal Lobster		Yes
Island Queen Fishing Corp.		4326			Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	Common Pool		No
Island Queen Fishing Corp.		1456			Lobster 1 & A1, NE Multi			Yes
Richard E. Burgess	150217	1482	Chesty McBoob	MS4537AN	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Tilefish			Yes
Heidi L Burgess		1531			Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish			Yes
Michael T. Frontiero	121155	1534	Dunlin	MS4116AG	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Monkfish E, Skate, Squid	Coastal Lobster		Yes
Tim Caldwell	125520	1537	C.W. Griswold		Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish c, NE Multi, Squid, Mackerel, Black Sea Bass, Scallop, Ocean Quahog, Red Crab, Scup, Skate, Tilefish			Yes
William Skrobacz	123717	1574	Toots	MS 5051 Am	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	Offshore Lobster		Yes
F/V Allison Carol	115856	1639	Allison Carol	MS 3296 YY	Bluefish, Spiny Dogfish, Summer Flounder, Lobster A1, Monkfish D, NE Multi, Squid, Mackerel	Coastal Lobster		Yes

Chadwick Fish Lobster LLC		1647			Bluefish, Spiny Dog, Herring, Lobster 1, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes
Douglas L. Germain	121338	1652	Labor in Vain	MS 9810 RG	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Skate	Coastal Lobster	Yes
Homarus Americanus Inc	240355	1701	Kenneth J. Duncan	596338	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Quahog, Clam, Squid/Butterfish, Mackerel	Coastal Lobster	Yes
Marauder Fisheries Inc.	230222	1725	Annie K	568403	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Skate, Squid, Tilefish, Mackerel	Coastal Lobster	Yes
Island Queen Fishing Corp.		1749			Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Squid, Mackerel		Yes
JAS Fisheries Inc.	230139	1766	Amanda Leigh	542840	Bluefish, Spiny Dogfish, Herring, Lobster non-trap & 1, Monkfish D, Skate, Squid/Butterfish, Tilefish, Mackerel	Rod & Reel, Offshore Lobster	Yes
F/V Sasquatch, Inc	127576	1770	Sasquatch III	MS 9972 A	Bluefish, Spiny Dogfish, Lobster 1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Offshore Lobster	Yes
Richard E. Burgess	149719	1807	Hollywood II	MS5902AM	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel		Yes
Tim Caldwell		1831			Bluefish, Spiny Dogfish, Herring, Lobster 1/2/Outer Cape, Monkfish E, NE Multi, Squid, Mackerel, Scallop, Ocean Quahog, Red Crab, Surf Clam, Skate		Yes
Island Queen Fishing Corp.		1843			Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Scup, Skate, Tilefish, Mackerel, Squid		Yes
Ashley & Anthony Fisheries Inc		1859			Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, AOC & A2, Monkfish C, NE Multi, Red Crab, Scup, Skate, Squid, Tilefish	Offshore Lobster Non-Trap	Yes
Santapaola Fisheries Inc.	110688	1921	Amanda & Andy III	MS9953AY	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Offshore Lobster, Northern Shrimp	Yes
Scotia Boat Too, LLC		1960			Bluefish, Dogfish, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster	Yes
F/V Carol Ann	220748	1997	Carol Ann	618869	Bluefish, Spiny Dogfish, Lobster A1, NE Multi, Skate, Squid, Mackerel	Coastal Lobster	Yes
Philip A. Powell		2011			Bluefish, Spiny Dogfish, Herring, Lobster 1, A1 & AOC, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish		Yes
A & J Fisheries Inc		2014			Bluefish, Dogfish, Herring, Scallop, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Seasonal Lobster, Coastal Lobster, Boat 0-59 Ft	Yes
Janel Leigh Inc.	241144	2019	Janel Leigh	911574	Bluefish, Spiny Dogfish, Herring, Lobster A1, NE Multi, Tilefish	Coastal Lobster	Yes
Scott O Swicker		2032			Lobster, NE Multi, Quahog, Clam		Yes
White Wave, LLC	232312	2051	Sharon E	1021018	Bluefish, Spiny Dogfish, Lobster 1, A1, A2 & AOC, Monkfish C, NE Multi, Scup, Skate, Squid, Mackerel		Yes
Sundance Fisheries	149334	2055	Little Mako	MS1051DD	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Skate, Tilefish	Coastal Lobster, Boat 0-59 Ft	Yes
David Jewell	212924	2088	Lady J	965110	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel, Quahog, Clam	Coastal Lobster	Yes
A & J Fisheries Inc		2127			Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Scallop, Lobster non trap, 1, 2, & Outer Cape, Monkfish D, NE Multi, Skate, Scup, Tilefish, Squid/Butterfish, Mackerel	Coastal Lobster	Yes
Matthew G. Cooney	118832	2165	Miss Meredith	MS1969MC	Bluefish, Spiny Dogfish, NE Multi, Skate	Coastal Lobster	Yes
Wood Fisheries Inc	223397	2176	Lily	1064382	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Quahog, Clam, Skate, Crab, Tilefish	Offshore Lobster	Yes
Richard E. Burgess	150275	2177	Bureaucracy	MS1441AR	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish		Yes
Catherine F Lobster Co. Inc	240441	2195	Catherine F	611538	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Coastal Lobster, Boat 0-59 Ft	Yes
Arthur H Sawyer Jr	124061	2320	Miss Carla	MS 0009 As	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish E, NE Multi, Skate, Atlantic Mackerel	Coastal Lobster	Yes
Michael T. Frontiero		2327			Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Tilefish, Mackerel, Squid		Yes
John Greenleaf		2370			Bluefish, Black Sea Bass, Spiny Dogfish, Summer Flounder, Herring, Scallop, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Boat 0-59 Ft	Yes
Edward E. Smith		2804			Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Mackerel		Yes

Island Queen Fishing Corp.		3354				Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel			Yes
Robert J Edwards	221275	3524	Catherine M	649353		Bluefish, Black Sea Bass, Summer Flounder, Herring, Lobster 1, Monkfish E, NE Multi, Quahog, Red Crab, Scup, Clam, Squid, Mackerel, Tilefish, Butterfish			Yes
Brian Higgins	223677	3636	Toby Ann	1188119		Bluefish, Spiny Dogfish, Herring, Lobster 1, NE Multi, Skate, HMS	Coastal Lobster		Yes
Edward E. Smith		3787				Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Skate			Yes
Chadwick Fish Lobster LLC	114880	4300	Native Son	MS2844Y		Bluefish, Herring, Lobster non trap, 1, outercape, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Offshore Lobster, Offshore Lobster Non-Trap		Yes
Thomas Lupo		47802				Bluefish, Lobster 1 & A1, NE Multi, Squid, Mackerel			Yes
Peter G. Fyrberg		47872				Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Squid, Mackerel, Tilefish			Yes
Catherine F Lobster Co. Inc		47905				Bluefish, Spiny Dog, Herring, Monk E, NE Multi (HA), Skate, Squid, Mackerel			Yes
F/V Alexis Margaret Inc.	242563	47988	Alexis Margaret	1068251		NE Multispecies, American Lobster A1	FRC, Shellfish		Yes

1  
2

1 EXHIBIT C

2 HARVESTING RULES

3 Fishing Year 2014 (May 1, 2014 to April 30, 2015)

4 *The Members and the Participating Vessels of III **Northeast Fishery Sector, Inc.**, agree to be legally bound to*  
5 *follow the Harvesting Rules for the Fishing Year 2014 as described herein, in accordance with all provisions*  
6 *of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and*  
7 *regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of*  
8 *NEFS III will fish in primarily in the Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank, and*  
9 *Southern New England/Mid Atlantic (SNE/MA).*

10 ANNUAL CATCH ENTITLEMENT: (as determined by NMFS)

Stock	Sector ACE:
GB Cod	49186
GB Cod East	4115
GB Cod West	45071
GOM Cod	263846
GB Haddock	55294
GB Haddock East	32215
GB Haddock West	23079
GOM Haddock	45030
GB Yellowtail Flounder	55
SNE/MA Yellowtail Flounder	4464
CC/GOM Yellowtail Flounder	93604
Plaice	123600
Witch Flounder	38175
GB Winter Flounder	1987
GOM Winter Flounder	149584
SNE/MA Winter Flounder	20609
Redfish	312827
White Hake	447896
Pollock	1985304

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12

13

- 1   **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more than  
2   the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
3   members agree that once an annual ACE is reached no member will fish commercially with any  
4   fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
5   under plan within the applicable area(s): except in those situations where a member is participating  
6   in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document  
7   has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is  
8   secured through inter-sector ACE transfer.
- 9   **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors will  
10   use a PC based software for collecting data, reporting catch, landings and discards, and reporting  
11   catch area information for logbook and stock attribution purposes. The Sector will utilize a quota  
12   release program that sets forth overall sector quota (ACE) release targets by species and individual  
13   member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be  
14   considered in the development of the Sector’s Fishing Plan. The Sector Manager will monitor the  
15   trajectories to interim and annual targets for the Sectors ACE’s as well as for the individual members  
16   Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector’s ACE during the  
17   fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.
- 18   **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
19   trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE  
20   transfers. The remaining 10 % is the minimum aggregate total of the RESERVE buffer system. The  
21   Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held  
22   by the Sector to prevent under or over harvest of the Sector’s ACE.
- 23   **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector ACE  
24   and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
25   Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the  
26   Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
27   Harvest Shares trajectories will be set to the Harvest Share. Once 90 % of any Sector ACE is attained,  
28   slowing mechanisms such as tiered landing limits that apply differential counting of quota or service  
29   fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms  
30   are triggered or at any time during the fishing year, the Board may direct the Sector Manager to seek  
31   additional ACE through an ACE transfer with other sectors.
- 32   **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
33   fishing operations must be retained and counted against the Sector’s ACE allocation, unless otherwise  
34   exempted.
- 35   **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by  
36   the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in  
37   Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in  
38   controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
39   example, when fishing under a monkfish DAS.
- 40  
41   **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one of  
42   the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
43   regulations.

1       **7.1**     **Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its Manager  
2 with a greater understanding of the fishing patterns conducted by their members, the  
3 following reporting requirements have been crafted and adopted by the Sector in  
4 collaboration with all Northeast Groundfish Sectors in the region. These provisions afford  
5 Sectors an administrative tool to track fishing activity west of the 70:15. The  
6 implementation of the following requirements is conditioned on the adoption by all  
7 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision  
8 is not adopted by all Northeast Groundfish Sectors the specifications below will not be  
9 implemented by this Sector.

10           **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1  
11 West of 70:15 to the shoreline north to the Maine Coast and South to Cape  
12 Cod would be defined as **Inshore GOM**.

13           **7.1.2** **When an Observer/Monitor is onboard.** The Sector Vessel may declare and  
14 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the  
15 Inshore GOM defined in this section.

16           **7.1.3** **When an Observer/Monitor is NOT onboard.**

17           a. If the Sector Vessel intends to fish West of the 70:15 in the area  
18 described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM,  
19 at any time during a trip, the vessel must declare BSA 1 only and the  
20 Sector Vessel may not conduct any fishing activity outside of the area  
21 defined as BSA 1 for the entire trip.

22           b. If the vessel declares more than one Broad Stock Area on a trip, the  
23 vessel is prohibited from conducting fishing activity West of the 70:15 in  
24 the area described in Section 7.1.1 of these Harvesting Rules as the  
25 Inshore GOM.

26           c. If the Member declares more than one BSA on the trip, the Member is  
27 prohibited from conducting fishing activity West of the 70:15 in the area  
28 described above as the Inshore GOM and the Member must indicate  
29 acknowledgement of this restriction by transmitting a Trip Start Hail,  
30 through their VMS unit or third party software, and check the “b.  
31 Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the  
32 Trip Start Hail.

33  
34           **7.1.4** III, Northeast Fishery Sector Board of Directors reserves the right to remove  
35 and/or modify this Inshore GOM Declaration provision at any time during the  
36 2014-2015 Fishing Year.

37  
38  
39 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or  
40 Agency.

41       **8.1**     **METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip Start  
42 and Trip End) electronically via the email messaging component of their VMS units. All data  
43 necessary to the requirements will be sent in compressed formats to minimize characters  
44 and maximize message capacity directly to the **Sector’s Server** which will collect, store,  
45 convert and relay all data elements necessary to meet various requirements. The Sector will  
46 relay required HAILS (Trip Start and Trip End) to NMFS, immediately upon receipt. In the

1 event that the primary system is unavailable, Sector Vessels will utilize a backup system,  
2 including but not limited to, direct cell phone or radio transmission between the vessel and  
3 NMFS OR a relay through the Sector Manager.

4 **8.2** TRIP START HAIL: Prior to leaving port on a trip in which the catch of allocated stocks will  
5 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector  
6 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The  
7 Trip Start Hail (“TSH”) must include:

- 8 • Operator’s Permit Number
- 9 • Vessel Trip Report (VTR) serial number
- 10 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 11 • Usage of specific sector exemptions
- 12 • Usage of specific operations plan provisions
- 13 • Landing Port City
- 14 • Landing State (abbreviation)
- 15 • Estimated time and Date of arrival in port
- 16 • Estimated time and date of offloading (required only for trips less than 6  
17 hours in duration or if fishing within 6 hours of the offload port)
- 18 • Comments (as directed by the Sector Manager or Regional Administrator)
- 19 •

20  
21  
22  
23 **8.3** TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For trips  
24 less than six hours in length or occurring within six hours of port, the estimated time of  
25 arrival to port, offload location and estimated offload time will be provided in the Trip Start  
26 Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
27 required updated information. An alternative timing for the TEH may be implemented  
28 during FY 2014 if agreed upon by the Sector, and NMFS.

29 **8.4** TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For trips  
30 less than six hours in length or occurring within six hours of port, the estimated time of  
31 arrival to port, offload location and estimated offload time will be provided in the Trip Start  
32 Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
33 required updated information. An alternative timing for the TEH may be implemented  
34 during FY 2014 if agreed upon by the Sector, and NMFS.

35 **8.5** TRIP END HAIL: The trip-end hail report must be submitted at least 6 hours in advance of  
36 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.  
37 For shorter trips, the trip-end hail reports must be submitted within sufficient in  
38 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end  
39 hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring  
40 provider, and NMFS. The trip end hail must include the following:

- 41 • Operator’s Permit Number
- 42 • Vessel Trip Report (VTR) serial number
- 43 • First landing port city
- 44 • First landing state (abbreviation)

- 1 • Dealer/Offload Location
- 2 • Estimated time and date of arrival
- 3 • Estimated time and date of offload
- 4 • Second offload port city
- 5 • Second offload state (abbreviation)
- 6 • Total groundfish kept in pounds
- 7 • Total non-groundfish kept in pounds
- 8 • Comments (as directed by the Sector Manager or Regional Administrator)
- 9
- 10 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will
- 11 complete a catch report each time the vessel changes areas.
- 12
- 13 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than one
- 14 US/CA area or more than one of the four stock areas will complete a catch report each time the
- 15 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
- 16 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open
- 17 areas in the same trip. In addition to VMS declaration requirements, the vessel will declare the stock
- 18 areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
- 19
- 20 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
- 21
- 22 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
- 23 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
- 24 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
- 25 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
- 26 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
- 27 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
- 28 unable to submit his catch records electronically, the Member, will have no more than twenty-four
- 29 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.
- 30
- 31 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
- 32 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-
- 33 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
- 34 required by GARFO. Sector Members will execute all documents necessary to meet legal
- 35 requirements for the purpose of facilitating e-VTR service.
- 36
- 37 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
- 38 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will
- 39 submit required reports, using the format and procedures prescribed by NMFS. The reports required
- 40 by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and *Sector*
- 41 *Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
- 42 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
- 43 week, regardless of completeness of the data. The information includes stock, gear, mesh categories,
- 44 landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides
- 45 information about the sector trips for a given week that have enforcement or other issues. The *Trip*

1 *Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance  
2 issues, violations of the Sectors operations plan and regulation, and general problems with  
3 monitoring or sector operations during the reporting period. One *Trip Issue Report* is submitted per  
4 reporting period. The *Sector Manager ACE Status Report* documents the ACE status calculations,  
5 which allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector  
6 triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report*  
7 provides the mean for a sector manager to report their Sectors ACE status calculations on a daily  
8 basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the current  
9 Fishing Year. These reports are cumulative in nature from the start of the fishing year until the  
10 current reporting week and are adjusted retroactively as data becomes available or issues  
11 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which  
12 should be used to report all data quality issues to the appropriate people for research and correction  
13 process.

14  
15 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for the  
16 sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
17 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify  
18 NMFS immediately by email if the threshold that triggers daily reporting has been reached.  
19 During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily  
20 ACE Status Report must be submitted only on a day when a member vessel lands, or when  
21 the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold.

22  
23 An alternative threshold for triggering daily reporting may be implemented during FY 2014 if  
24 agreed upon by the sector and NMFS.

25  
26 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
27 any enforcement or reporting compliance issues, including violations of Operations Plan  
28 (excluding those sections identified as administrative provisions in this document);  
29 violations of regulations, or general problems with monitoring or sectors operations in their  
30 *Trip Issue Report* which is submitted to NMFS weekly.

31  
32 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will submit  
33 an annual report to NMFS and the Council that summarizes: fishing activities of Members, including  
34 harvest levels of all species by sector vessels (landings and discards by gear types); enforcement  
35 actions; and any other relevant information required to evaluate the performance of the Sector. In  
36 addition, the Annual Report will report the number of sector vessels that fished for regulated  
37 groundfish and their permit numbers (when such disclosure does not violate protection of  
38 confidentiality); number of vessels that fished for other species; method used to estimate discards;  
39 landing port used by sector vessels while landing groundfish; and any other additional information  
40 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit  
41 required reports using the format and procedures prescribed by NMFS.

42  
43 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
44 logbook area information to calculate stock attribution ratios for all applicable species.

1 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
2 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-  
3 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived  
4 based on data collected during that trip and will account for all hauls (observed and unobserved) on  
5 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
6 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data  
7 from research trips or sector trips using certain exemptions. At the time of this submission, a  
8 Strawman proposing a different way to derive assumed discards for a sector that takes into account a  
9 more accurate representation of the diverse fishing practices of the Sectors has been submitted to  
10 the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for  
11 the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for  
12 utilization in FY 2014-2015.

13  
14 **18. RESERVED FOR FUTURE USE:**

15  
16 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
17 messaging component of their VMS units. All data necessary for sector ACE management, including  
18 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
19 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
20 requirements that cannot be altered by a sectors operations plan, the Sector's server will be capable  
21 of collecting, storing, converting and relay all data elements necessary to meet all reporting  
22 requirements in the formats required by the recipients  
23 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
24 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
25 it determines necessary for its operations.

26 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
27 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the  
28 Sector. Each Member agrees that its sector vessels *must* comply with all requirements stipulated in  
29 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.  
30 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector  
31 Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.  
32

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

35 **21.1** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,  
36 ocean pout and Atlantic wolfish.

37 **21.2** All Groundfish DAS restrictions NE multispecies days-at-sea (DAS) restrictions other than  
38 those required to comply with the monkfish and skate fisheries, as specified in §§ 648.92  
39 and 648.322;

40 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

41 **21.4** Gulf of Maine Rolling Closures, except for:

42 April – Blocks 124, 125, 132, 133

43 May – Blocks 132, 133, 138, 138,139,140

44 June – Blocks 139, 140, 145, 146, 147, 152

45 Unless authorized as a sector specific exemption.

1           **21.5**     The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when  
2                    using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area (RMA),  
3                    provided the vessel uses a codend with at least 6” minimum mesh size.

4           **21.6**     Additional mortality controls adopted by Amendment 16, including additional seasonal or  
5                    year-round closures, gear requirements, DAS reductions, differential DAS counting,  
6                    and/or restricted gear areas.

7  
8           In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of  
9           this Agreement, **Members agree to abide by the following obligations as specified and authorized**  
10           **in their LOA, in order to utilize these Sector Specific Exemptions:**

11           **21.7**     120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:

12           **21.8**     20 Day Spawning Block:

13           **21.9**     Limitation on the Number of Gillnets for Day Gillnet Vessels:

14           **21.10**    Prohibition on a Vessel Hauling Another Vessel’s Gillnet Gear:

15           **21.11**    Prohibition on a Vessel hauling Another Vessel’s Trap Gear  
16                    Vessels participating in NEFS III may haul another sector vessel’s groundfish trap gear,  
17                    provided that each vessel adheres to the gear marking requirements specified at §  
18                    648.84(a). Gear must be tagged by each vessel that intends to haul the gear.

19           **21.12**    Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a  
20                    Groundfish/Monkfish DAS:

21           **21.13**    Limit on the number of hooks that may be fished;

22           **21.14**    Prohibition on discarding:

23           **21.15**    Daily catch reporting by sector managers for sector vessels that fish in the CA I Hook Gear  
24                    Haddock SAP:

25           **21.16**    Prohibition on fishing inside and outside of the CA I Hook Gear Haddock SAP while on the  
26                    same trip:

27           **21.17**    Limitation on the Number of Hooks that may be Fished:

28           **21.18**    Length and horsepower restrictions of the DAS leasing program:

29           **21.19**    Sink Gillnet Mesh Size Restrictions in the GOM in May and from January through April:

30           **21.20**    Requirement to declare intent to fish in the Eastern US/Canada Haddock SAP and the CA  
31                    II Yellowtail Flounder/Haddock SAP prior to leaving the dock:

32           **21.21**    Trawl Gear requirements in the U.S./Canada Management Area

33           **21.22**    Requirement to maintain VMS powered while at dock.

34           **21.23**    Prohibition on a Vessel Hauling Another’s Vessel’s Hook Gear

35           **21.24**    Seasonal restrictions for the Eastern US/Canada Haddock SAP

36           **21.25**    Seasonal Restrictions for the CAII Yellowtail Flounder/Haddock SAP

37  
38           **22. MONITORING.** NEFS III will participate in the Northeast Fisheries Observer Program (NEFOP) and the  
39           NMFS-funded at-sea monitoring (ASM) program. Any additional ASM coverage beyond the NMFS-  
40           funded level will be provided pursuant to an independent contract between the Sector and a NMFS-  
41           approved provider. This additional ASM coverage will have vessel and trip selection coordinated  
42           through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded  
43           ASM program, and will use approved at-sea monitors, unless otherwise instructed. Also, this  
44           additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or  
45           the NMFS-funded ASM program. The Sector manager will maintain a database of all catch data,

1 including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector  
2 with data from NEFOP and ASM program.

3 **25. RESERVED FOR FUTURE USE:**

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

6  
7  
8

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Gloucester, New Bedford Connecticut: New London	Massachusetts: New Bedford, Marblehead, Newburyport, Beverly, Rockport, Scituate Rhode Island: Point Judith, Newport, New Jersey: Point Pleasant, Cape May Maryland: Ocean City

9

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

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

22 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
23 (between members) within the guidelines and procedures contained in the FMP and as  
24 amended by Amendment 16. The Sector would accept any future relief in the length and  
25 horsepower constraints of the program that may be authorized by the RA in the future.

26 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea (DAS)  
27 outside of the Sector are authorized under this provision to do so, only with Members of  
28 other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing  
29 would not be exempted from existing length and horsepower constraints as currently  
30 contained in applicable regulations.

31 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
32 requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by

1 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and  
2 submission of required VTR reports have been authorized by the Regional Administrator  
3 using a phased implementation process. The Sector and its Members may utilize e-VTR in  
4 accordance with the phased implementation process.

5 **28.4** ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental  
6 Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS  
7 communication has stated that if an exemption is approved for one Sector, all other  
8 authorized Sectors can be similarly approved for that specific exemption based on the  
9 terms and conditions of the originally requesting sector. In light of this understanding,  
10 NEFS III will request authorization for such exemptions it deems beneficial for its  
11 operations, prior to the publication of the final authorizing rule.

12 **29. MODIFICATION OF HARVESTING RULES**: Members acknowledge that from time to time, the Sector  
13 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
14 requirements or restrictions on the internal reporting requirements or fishing activities of all  
15 members in order to ensure effective utilization and management of the Sector's ACE. These  
16 modifications may include, but are not limited to, additional notification of planned fishing activity to  
17 the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
18 locations where fishing may occur during specific times of the year or with specific gear. When such  
19 modifications are implemented, all Members will be notified in writing.  
20

EXHIBIT D

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

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**Administrative Provisions Addendum:**

Notwithstanding regulatory authority granted in other regulations the following provisions represent those sections of **NEFS** III Agreement and related Exhibits & Addendums that are Administrative in nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required to be specified by sector regulations 50 CFR 648.87(b)(2)(x).

**SECTOR OPERATIONS PLAN AND AGREEMENT**

1. Sector Name.
2. Sector Eligibility and Membership.
4. Sector Allocation and Exemptions.
5. Distribution of Sector ACE.
6. Sector Manager and Registered Agent.
  - 6.1 Communication with Sector.
7. Consolidation Plan.
  - 7.1 Harvest Share Reserve.
  - 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the Sector managers ability to impose and utilize legal means to recover Liquidated damages as authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures may apply.
    - 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it applies to the Sector managers’ ability to impose and utilize legal means to recover damages as authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures may apply.
  - 7.3 Harvest Share Transfer.
  - 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it applies to Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and therefore not considered administrative under this section.
  - 7.5 Re-direction Of Effort.
  - 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
  - 7.7 Consolidation and Redistribution of ACE:
8. Release of Catch Data.
9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered administrative under this section.
10. Breach and Remedies for Breach.
  - 10.1 Liquidated Damages Schedule and Schedule Amendments.
  - 10.2 Enforcement Committee.
  - 10.3 Liquidated Damages Base Value and Multiplier Adoption.
  - 10.4 Liquidated Damages Calculation.
  - 10.5 Notice to Vessel Masters; Assumption of Liability.
  - 10.6 Liquidated Damages Security.
  - 10.7 Manager Action in Response to Apparent Breach.
  - 10.8 Member Appeals.
  - 10.9 Voluntary Compliance.



1           § 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and  
2 inter sector harvest share transfers.

3           § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or  
4 transfers.

1

INFORMATIONAL ADDENDUM

2

Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine

3

appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Rob Banks	Manager	Day-to-Day Sector Operations	<a href="mailto:nefsiii@gmail.com">nefsiii@gmail.com</a>	978 491 8004	10 Witham Street	Gloucester	MA	01930
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation						
Rob Banks	Manager	Reporting i.e. vessel reporting requirements involving sector trips.						
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy						
Rob Banks OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel						
Rob Banks	Manager	Sector Specific Outreach						



NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 23 day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Amanda Leigh Doc/Reg # 542840  
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*

AL1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *James Santapaola*

Owner/Entity Name:

JAS Fisheries Inc.

Name of Authorized Representative (print):

James Santapaola

Title: president

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 1439

Permit Number: \_\_\_\_\_ MRI 40

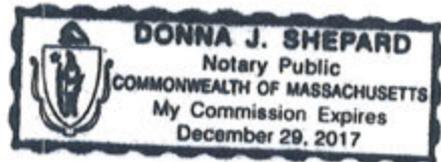
Permit Number: 230139 MRI 1766

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Donna J. Shepard 2/28/14*



*AL1*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20<sup>th</sup> day of February, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 123717 Doc/Reg # MS5051AM  
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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x.

*William D. Spaldy*

Owner/Entity Name:

*Foots Inc.*

Name of Authorized Representative (print):

\_\_\_\_\_

Title:

\_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 123717 MRI 1574

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*BSZ*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>LORI B</u>	Doc/Reg #	<u>MS 4473 AX</u>
Fishing Vessel Name	<u>Ryan Zachary</u>	Doc/Reg #	<u>MS 6051 AH</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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. R. E. Buger

Owner/Entity Name:

Heidi & Heather

Name of Authorized Representative (print):

Richard Buger

Title: Owner

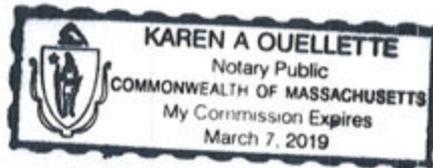
List all permits including those listed in 4.

Permit Number: 146819 MRI 228

Permit Number: 149318 MRI 367

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



Karen Ouellette  
Essex County  
MASS.

my commission expires  
Mar 9, 2019

RAY

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of march, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Aww 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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Scott Swicker

Owner/Entity Name:

Ashley + Anthony Fisheries Inc.

Name of Authorized Representative (print):

Scott Swicker

Title: President

List all permits including those listed in 4.

Permit Number: 240883 MRI 1859

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Susan J. Ellis



**SUSAN J. ELLIS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 31, 2020



553

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Scott Swicker*

Owner/Entity Name:

Scott Swicker

Name of Authorized Representative (print):

scott swicker

Title: Owner

List all permits including those listed in 4.

Permit Number: <sup>149636</sup>~~1495~~ MRI 2032

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Susan J. Ellis*



**SUSAN J. ELLIS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 31, 2020



552

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 AaSon + Alex Doc/Reg # 1047510  
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*

SS1  
REA

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Scott Swickel*

Owner/Entity Name:

New Shell Lobsters Inc

Name of Authorized Representative (print):

Scott Swickel

Title: President

List all permits including those listed in 4.

Permit Number: 233139 MRI 214

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Susan J. Ellis*



**SUSAN J. ELLIS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 31, 2020



42

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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*

R61

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. RE Burgess

Owner/Entity Name:

Richards Burgess

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 2177

Permit Number: \_\_\_\_\_ MRI ~~238~~

Permit Number: \_\_\_\_\_ MRI 1482

Permit Number: \_\_\_\_\_ MRI 1807

Permit Number: \_\_\_\_\_ MRI 240

Permit Number: \_\_\_\_\_ MRI 320

Essex City, MA

Notary Public: K A Ouellette

my commission expires  
March 7, 2019



R61

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of MAR, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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*

R63

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. RE Burgess

Owner/Entity Name:

Scoti Boat Too, LLC

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 117

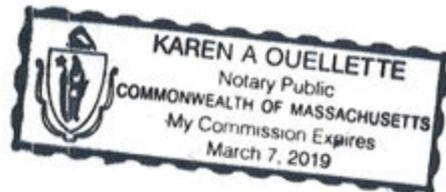
Permit Number: \_\_\_\_\_ MRI 1960

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Essex City, MA

Notary Public: K. Ouellette

my commission expires  
Mar 7, 2019



NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. RE Burgess

Owner/Entity Name:

Heidi Burgess

Name of Authorized Representative (print):

\_\_\_\_\_

Title:

\_\_\_\_\_

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 1531

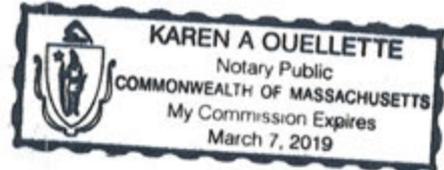
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Essex CTY, MA

Notary Public:

Karen Ouellette

my commission expires  
Mar 7, 2019



RB2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Seaski-4 III Doc/Reg # MS 825244  
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.

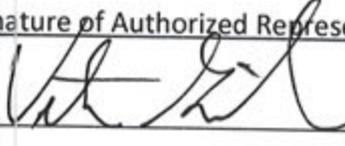
*Continued on next page*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

GFCPF

Name of Authorized Representative (print):

Vito Giacalone

Title:

Exec Admin

List all permits including those listed in 4.

Permit Number: 150659 MRI 1288

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Susan Sandler  
Commission  
expires  
Jan. 21. 2016

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted April 30, 2014 as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 CW Griswold Doc/Reg # ME0780T  
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

T. Caldwell

Fr: Rob -Sector Manager (NEFS 3) To: T. Caldwell (FV CW Griswold) (12073383203)

16:15 03/03/14 EST Pg 10-26

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Timothy Caldwell*

Owner/Entity Name:

*Timothy Caldwell*  
*owner*

Name of Authorized Representative (print):

Timothy Caldwell

Title: owner

List all permits including those listed in 4.

Permit Number: 125520 MRI 1537

Permit Number: 230273 MRI 1831

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Lisa M. Ingraham*

LISA M. INGRAHAM  
Notary Public, Maine  
My Commission Expires ~~July 29, 2016~~



*T. Caldwell 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of MAR 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (the "Sector").

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

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name CLAUDIA MARIE Doc/Reg # MRI 575  
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

21

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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):

Title:

List all permits including those listed in 4.

Permit Number: 230631 MRI 2014

Permit Number: 138579 MRI 575

Permit Number: 151160 MRI 2127

Permit Number: CPH MRI 157

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Eileen Burnham*



**EILEEN M. BURNHAM**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 2, 2017

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

4. ~~MAZU~~ 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>Miss Meredith</u> | Doc/Reg # | <u>MS 1969 MC</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

Conney 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Matthew G. Cooney

Owner/Entity Name:

F/V Miss Meredith

Name of Authorized Representative (print):

Matthew G. Cooney

Title: Owner/Operator

List all permits including those listed in 4.

Permit Number: 118832 MRI 2165

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Susan J. Ellis



**SUSAN J. ELLIS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 31, 2020



*Cooney 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4<sup>th</sup> day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>Toby Ann</u>	Doc/Reg #	<u>1188119</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*

Higgins

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

Brian Higgins

Name of Authorized Representative (print):

Brian Higgins

Title: Owner

List all permits including those listed in 4.

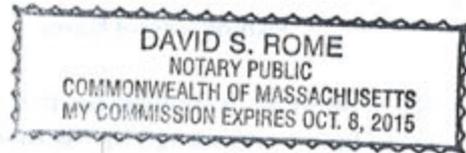
Permit Number: 223677 MRI 507

Permit Number: 0849 MRI 507

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Witnessed*  
*3/4/14*  

*Higgins 2*

NORTHEAST FISHERY SECTOR III, Inc.  
 FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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*

*Greenleaf*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *John L Greenleaf*

Owner/Entity Name:

David D + Jenna

Name of Authorized Representative (print):

John L Greenleaf

Title: Owner

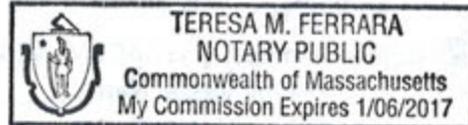
List all permits including those listed in 4.

Permit Number: 115998 MRI 2370

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

COMMONWEALTH OF MASSACHUSETTS  
ESSEX SS DATE 3-4-14  
THEN PERSONALLY APPEARED THE ABOVE NAMED  
John Greenleaf  
AND MADE OATH THAT THE FOREGOING STATEMENT  
IS TRUE AND COMPLETE IN ALL RESPECTS AND  
THE FREE ACT AND DEED OF SUCH PERSONS  
NOTARY PUBLIC Teresa M Ferrara  
MY COMMISSION EXPIRES: 1-6-17



*Greenleaf 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 41 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>Kenneth J. Duna</u>	Doc/Reg #	<u>596338</u>
Fishing Vessel Name	<u>Manford L. Poirer</u>	Doc/Reg #	<u>576188</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

Porter 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

Homarus Americanus Inc

Name of Authorized Representative (print):

Craig M Porter

Title: President

List all permits including those listed in 4.

Permit Number: 240355 MRI 1701

Permit Number: 250311 MRI 372

Permit Number: 149171 MRI 459

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

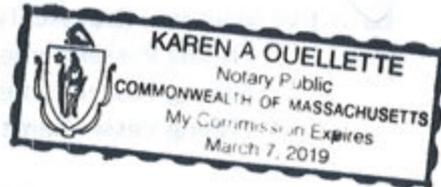
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Essex City, MA

Notary Public: [Handwritten Signature]

my commission expires  
Mar 7, 2019



NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4<sup>th</sup> day of ~~Feb~~ March 2014 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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.

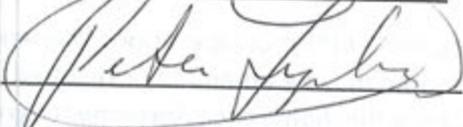
Continued on next page

F. J. Berg 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

Peter Fyrberg  
Merganser

Name of Authorized Representative (print):

Peter Fyrberg

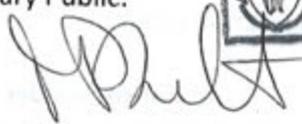
Title: Sole Owner

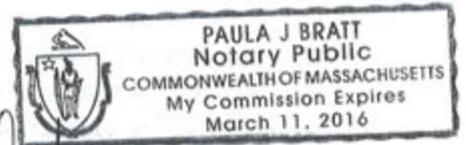
List all permits including those listed in 4.

Permit Number: 146585 MRI 47872

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





Fyrberg 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Chardelle Doc/Reg # 552300  
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

5/1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *John Montgomery*

Owner/Entity Name:

*Flying Finns Inc*

Name of Authorized Representative (print):

*John Montgomery*

Title: *president*

List all permits including those listed in 4.

Permit Number: *220221* MRI *56*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Linda A. Clayton*



*Slide 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20<sup>th</sup> day of February, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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*

*Davis*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Fran E Davis

Owner/Entity Name:

Janet Leigh Inc

Name of Authorized Representative (print):

FRANK E. DAVIS JR

Title: President

List all permits including those listed in 4.

Permit Number: 241144 MRI 2019

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 22814



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

Davis 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of Feb, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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):

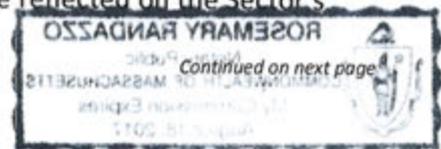
Active Member: (LIST ACTIVE VESSELS)

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.



*Handwritten signature*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x *Peter S. Mondello*

Owner/Entity Name:

*PETER S. MONDELLO*

Name of Authorized Representative (print):

\_\_\_\_\_

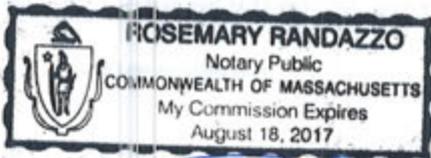
Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 115856 MRI 1639

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



*Rosemary Randazzo*  
2/28/14

*Mondello 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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

Jewell

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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):

David Jewell

Title:

\_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 212924 MRI 2088

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2.26.14  
Kelly Kirkman



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

*Jewell 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of Feb, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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*

*ETW/MSI*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Lance B. Edwards

List all permits including those listed in 4.

Permit Number: 221275 MRI 3524

Owner/Entity Name:

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

Lance Edwards

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2.28.14



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

*Edwards 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 # _____

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
THE FREE AND OPEN MARKET  
IS TRUE AND COMPLETE  
AND THAT THE SIGNED  
THEM PERSONALLY APPEARED  
DATE \_\_\_\_\_  
JAMES \_\_\_\_\_

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

Hewson 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Ronald A. Hemeon

Owner/Entity Name:

F/V Alexis Margaret Inc.

Name of Authorized Representative (print):

Ronald Hemeon

Title: Owner

List all permits including those listed in 4.

Permit Number: 242563 MRI 47988

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

COMMONWEALTH OF MASSACHUSETTS  
ESSEX SS DATE 3.3.13  
THEN PERSONALLY APPEARED THE ABOVE NAMED  
Ronald Hemeon  
AND MADE OATH THAT THE FOREGOING AGREEMENT  
IS TRUE AND COMPLETE AND THAT HE HAS NOT AND  
THE FREE ACT AND DEED OF SUCH PERSONS  
NOTARY PUBLIC Teresa M. Ferrara  
MY COMMISSION EXPIRES: 1-6-17



*Hemeon 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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

*Christy Hunt*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. William T. Cunningham

Owner/Entity Name:

Island Ocean Fishing Corp

Name of Authorized Representative (print):

William T. Cunningham Jr

Title: owner/Pres.

List all permits including those listed in 4.

Permit Number: \_\_\_\_\_ MRI 1456

Permit Number: \_\_\_\_\_ MRI 1749

Permit Number: \_\_\_\_\_ MRI 3354

Permit Number: \_\_\_\_\_ MRI 1843

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: 3/3/14  
Konstantina Iliakostas



*Cunningham 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>CHERRYBARK</u>	Doc/Reg #	_____
Fishing Vessel Name	<u>WINDY</u>	Doc/Reg #	_____
Fishing Vessel Name	<u>WINDY</u>	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

*Wakabi 1*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:  
\_\_\_\_\_

Name of Authorized Representative (print):

Michael Malewiski

Title: Owner

List all permits including those listed in 4.

Permit Number: 221769 MRI 100

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: March 1, 2014

*[Signature]*

CHERYLANN SMITH  
NOTARY PUBLIC  
My Commission Expires  
July 29, 2016



*Malewiski 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>Kathryn Leigh</u>	Doc/Reg #	<u>698370</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 III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *William G. Brown*

Owner/Entity Name:

*Barbours Leigh Fisheries, Inc.*

Name of Authorized Representative (print):

*William G. Brown*

Title: *Owner*

List all permits including those listed in 4.

Permit Number: *231328* MRI *190*

Permit Number: *150358* MRI *175*

Permit Number: *150965* MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Kelly Kirkman* 2-28-14



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

*BG-2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 26 day of Feb, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Carol Ann Doc/Reg # 618869  
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

Camille 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Mark Carnevale*

Owner/Entity Name:

Name of Authorized Representative (print):

Mark Carnevale

Title: president

List all permits including those listed in 4.

Permit Number: 220748 MRI 1997

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Jeff Tobin*

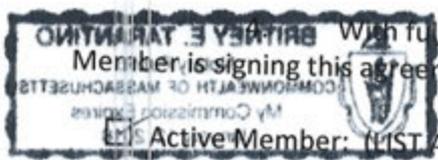
COMMONWEALTH OF MASSACHUSETTS  
Mark Carnevale  
personally appeared before me, the undersigned notary public, and  
proved to me his/her identity through satisfactory evidence, which  
were Drivers License and swore or affirmed the  
attached document's contents are truthful and accurate to the best  
of his/her knowledge on this 27 day of February 2014.  
JEFFREY KEITH TOBIN, Notary Public  
My Commission Expires September 24, 2015

*Carnevale 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 JENNIE C Doc/Reg # 932696  
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

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

*[Signature]*

Name of Authorized Representative (print):

Tom Lupo

Title: \_\_\_\_\_

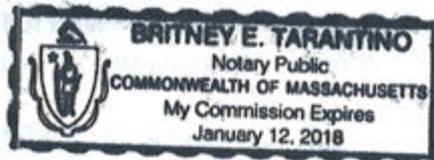
List all permits including those listed in 4.

Permit Number: 231622 MRI 204

Permit Number: 148239 MRI 47802

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: *Britney E. Tarantino*



*Lupo 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 20 day of February, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Catherine F Doc/Reg # 611538  
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.

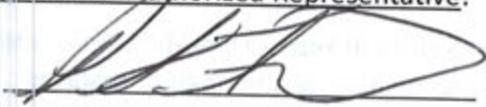
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*Fisher 1*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

Catherine Flobster Co, Inc.

Name of Authorized Representative (print):

Peter Fadden

Title: President

List all permits including those listed in 4.

Permit Number: 240441 MRI 2195

Permit Number: 148401 MRI 8

Permit Number: 147994 MRI 47905

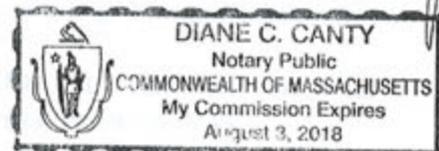
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





*Fadden 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of FEB, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 CARLA Doc/Reg # MS 0009 AS

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.

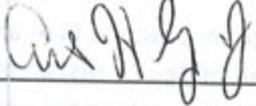
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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. 

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

ARTHUR SAWYER JR

Title:

OWNER

List all permits including those listed in 4.

Permit Number: 124061 MRI 2320

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2-28-14



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

*Sucky 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27<sup>th</sup> day of FEB, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 KARLINE MARIE Doc/Reg # 948801  
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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Thomas Hill

Owner/Entity Name:

THOMAS HILL

Name of Authorized Representative (print):

\_\_\_\_\_

Title: OWNER FLY KACOLIA MARIE

List all permits including those listed in 4.

Permit Number: 931770 MRI 207

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelley Kirkman — 2.27.14



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

Hillz

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27 day of FEB. 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 ANNIE IC Doc/Reg # 568403  
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

*Kearney*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

MANAHOA FISHERIES

Name of Authorized Representative (print):

JOHN KAVANAUGH

Title:

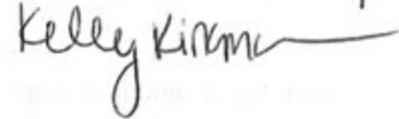
PRESIDENT

List all permits including those listed in 4.

Permit Number: 230202 MRI 1725

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2.27.14





KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

*Kavanaugh 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 27<sup>th</sup> day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>L126</u>	Doc/Reg #	<u>1064382</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

Muniz

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT .  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. William S Muniz

Owner/Entity Name:

NOOD FISHERIES INC.

Name of Authorized Representative (print):

William S Muniz

Title:

pres.

List all permits including those listed in 4.

Permit Number: 223357 MRI 2176

Permit Number: 150603 MRI 1251

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2-27-14



KELLY KIRKMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

Muniz

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of FEB, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 FOXY NADY Doc/Reg # MS 8827 AC  
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.

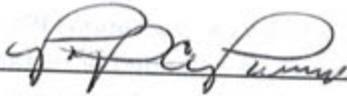
Continued on next page

Powell 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

owner Philip A Powell

Name of Authorized Representative (print):

\_\_\_\_\_  
Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 148668 MRI 1433

Permit Number: 150058 MRI 2011

Permit Number: 179591 MRI 381

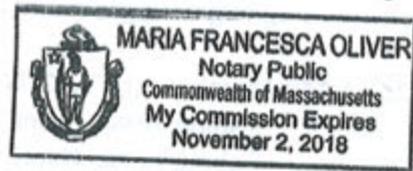
Permit Number: 124106 MRI 168

Permit Number: 150761 MRI 525

Permit Number: 149710 MRI 443

Notary Public:

Maria Francesca Oliver



Powell 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

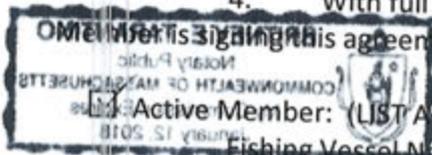
THIS ADHERENCE AGREEMENT is entered into as of this 28<sup>th</sup> day of Feb., 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III must do so in the manner specified in the Operations Plan.

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



Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name SS Melon III Doc/Reg # 916348  
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

By Jard 1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Mark Byard

Owner/Entity Name:

Melon Fisheries, Inc.

Name of Authorized Representative (print):

Mark S. Byard

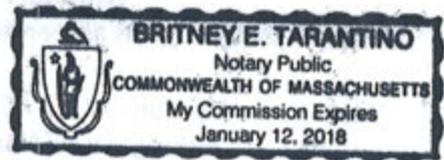
Title: President, Treasurer

List all permits including those listed in 4.

Permit Number: 250887 MRI 446

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Britney E. Tarantino



*Byard 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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>Labor in Vain</u>	Doc/Reg #	<u>MS9810RLG</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

*Garman*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

*Douglas Germain*

Name of Authorized Representative (print):

\_\_\_\_\_

Title:

\_\_\_\_\_

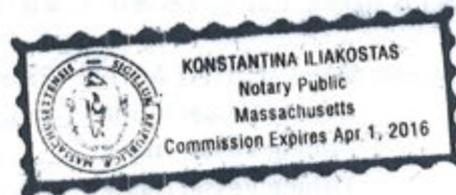
List all permits including those listed in 4.

Permit Number: 121338 MRI 1652

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: 2-28-14

*Konstantina Iliakostas*



*Germain 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of February, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Gannet Doc/Reg # 956676  
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.

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Andy!

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

And Andrew Santafada (F/V Cannet)

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 231826 MRI ~~1439~~<sup>223</sup>

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Kelly Kirkman 2.28.14

 **KELLY KIRKMAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 5, 2015

Andy 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

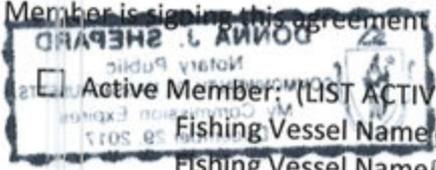
THIS ADHERENCE AGREEMENT is entered into as of this 20<sup>th</sup> day of February 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Amanda 9 Andy II Doc/Reg # MS4137 AM  
Fishing Vessel Name Amanda 9 Andy III Doc/Reg # MS9953 AY  
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

114-1

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. James Santapaola

Owner/Entity Name:

Santapaola Fisheries

Name of Authorized Representative (print):

James Santapaola

Title: President

List all permits including those listed in 4.

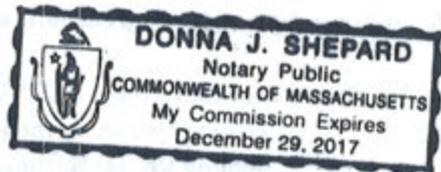
Permit Number: 144413 MRI 14

Permit Number: 110688 MRI 1921

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Donna J. Shepard 2/28/14



Att 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of Feb, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 LITTLE MOLD Doc/Reg # MS1051DD  
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

*Dubois*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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:

Sundance Fisheries

Name of Authorized Representative (print):

Daniel T. Dunbar

Title: owner/operator

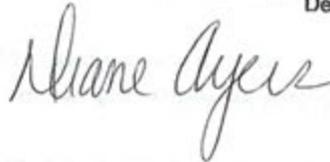
List all permits including those listed in 4.

Permit Number: 149334 MRI 2055

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

DIANE M. AYERS  
NOTARY PUBLIC  
My Commission Expires  
December 3, 2015



Dunbar 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Native Son Doc/Reg # M52844Y  
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

Chadwick

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

Christina A. Chadwick

List all permits including those listed in 4.

Permit Number: 114880 MRI 4300

Owner/Entity Name:

Chadwick Fish + Lobster

Permit Number: 150700 MRI 1647

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

Christian R Chadwick

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

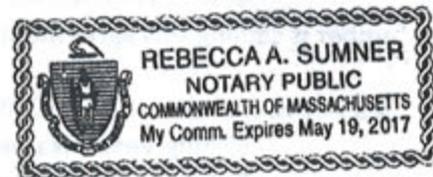
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: Sole Member

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Rebecca A. Sumner



Chadwick 2

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of MARCH, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 HANNAH STORY Doc/Reg # 969495  
Fishing Vessel Name SHARON E Doc/Reg # 1021018  
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

*Handwritten signature*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 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):

PETER S. ESHENFELDER

Title: OWNER

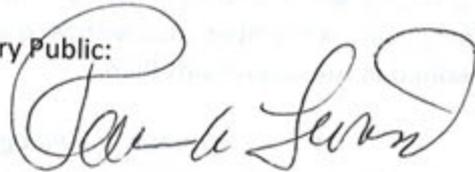
List all permits including those listed in 4.

Permit Number: 232312 MRI 2051

Permit Number: 242738 MRI 337

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



**PATRICIA A. LEONARD**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEP. 30, 2017

*Eshenfelder 2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of February 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Dunlin Doc/Reg # MS 4116 AG  
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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. *Michael J. Frantiero*

Owner/Entity Name:

Michael Frantiero - F+F Ent.

Name of Authorized Representative (print):

Michael Frantiero

Title: owner/opp FLU Deenlim

List all permits including those listed in 4.

Permit Number: 121155 MRI 1534

Permit Number: 150785 MRI 2327

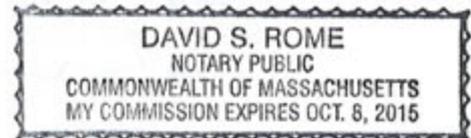
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*in presence*

3/3/14

*[Signature]*



*Frantiero2*

NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 4<sup>th</sup> day of March, 2014, 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 III Sector Operations Plan and Agreement dated effective as of March 6, 2014 (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 III (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 III has adopted **April 30, 2014** as the final date in which a NEFS III Member may withdraw from NEFS III prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS III 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 Sagquatch III Doc/Reg # MS 9972A  
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.

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NORTHEAST FISHERY SECTOR III, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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

Signature of Authorized Representative:

x. Paul J. Cohan

Owner/Entity Name:

F/V Sasquatch Inc

Name of Authorized Representative (print):

Paul J. Cohan

Title: President

List all permits including those listed in 4.

Permit Number: 127576 MRI 1770

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Susan J. Ellis



**SUSAN J. ELLIS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 31, 2020



## HARVESTING RULES

### 1.0 QUOTA MANAGEMENT

**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, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer.

**QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and 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 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

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

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

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

**DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** 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, which may not include data from research trips or sector trips using certain exemptions. At the time of this submission, a Strawman proposing a different way to derive assumed discards for a sector that takes into account a more accurate representation of the diverse fishing practices of the Sectors has been submitted to the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for utilization in FY 2014-2015.

**STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing regulations.

**Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with all Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption by all Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by this Sector.

For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

**When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM defined in this section.

**When an Observer/Monitor is NOT onboard.**

If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.

If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

**XXXIII**, Northeast Fishery Sector Board of Directors reserves the right to remove and/or modify this Inshore GOM Declaration provision at any time during the 2013-2014 Fishing Year.

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

**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 a fully compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic needs, such as, but not limited to, participation in a 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.

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

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

**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.

**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. The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip 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 Sectors ACE status calculations on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the current Fishing Year. 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.

**REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** TThe reporting frequency for the sector manager’s ACE Status Report will be increased to daily when 90% of any of the sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector and NMFS.

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

**TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or Agency.

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

**TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail (“TSH”) must include:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- Landing State (abbreviation)
- Landing Port City

- Estimated time and Date of arrival in port
- Estimated time and date of offloading (required only for trips less than 6 hours in duration or if fishing within 6 hours of the offload port)
- Comments (as directed by the Sector Manager)

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring provider, and NMFS. The trip end hail must include the following:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- First landing state (abbreviation)
- First landing port city
- Dealer/Offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload state (abbreviation)
- Second offload port city
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager)

## 2.0 ADMINISTRATIVE

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

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

- 1. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the Sector. Each Member agrees that its sector vessels *must* comply with all requirements stipulated in the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.

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

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

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

**INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only with Members of other Sectors whom are similarly exempt. Members acknowledge that such

DAS leasing would not be exempted from existing length and horsepower constraints as currently contained in applicable regulations.

**PAPER VTR:** Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports have been authorized by the Regional Administrator using a phased implementation process. The Sector and its Members may utilize e-VTR in accordance with the phased implementation process.

**ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS communication has stated that if an exemption is approved for one Sector, all other authorized Sectors can be similarly approved for that specific exemption based on the terms and conditions of the originally requesting sector. In light of this understanding, NEFS ~~XXIII~~ will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

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

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

- All Groundfish DAS restrictions
- Trip limits on allocated stocks
- Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- Additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).
- Gulf of Maine Rolling Closures, except for:
  - April – Blocks 124, 125, 132, 133
  - May – Blocks 132, 133, 138, 138,139,140
  - June – Blocks 139, 140, 145, 146, 147, 152Unless authorized as a sector specific exemption.

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

- (1) 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- (2) 20 Day Spawning Block:
- (3) Limitation on the Number of Gillnets for Day Gillnet Vessels:
- (4) Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear:
- (5) Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a Groundfish/Monkfish DAS:
- (6) Limitation on the Number of Hooks that may be Fished:
- (7) Length and horsepower restrictions of the DAS leasing program.
- (8) Sink Gillnet Mesh Size Restrictions in the GOM in May and from January through April.
- (9) Prohibition on discarding legal size unmarketable fish at sea.
- (10) Trawl Gear requirements in the U.S./Canada Management Area
- (11) Requirement to maintain VMS powered while at dock. Vessel acknowledges that this exemption only applies to NE Multispecies requirements. A vessel with other permits requiring constant reporting **may not** use this exemption
- (12) Prohibition on a Vessel Hailing Another's Vessel's Hook Gear
- (13) Sampling Exemption
- (14) Exemption from current mortality closures in order to have year round or partial access to areas including but not limited to
  - 14.1 Fippennies & Cashes Ledge
  - 14.2 Closed Area I
  - 14.3 Closed Area II
  - 14.4 The Western Gulf of Maine Closure.
  - 14.5 Nantucket Lightship

Comment [EME1]: Are you sure you want this?

Novel Exemption Requests for FY 2014-2015

- (15) Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

Comment [EME2]: This is an exemption dan is working on for NEFS 5. I don't believe NEFS 3 would want it, but if you do want to request it let me know and I will provide the justification with it with yours.

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

### 3.0 GEAR REQUIREMENTS

- Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.
- Limitation on the number of gillnets for day gillnet vessels.
- Limitation on the number of hooks.
- Trawl Gear requirements in the U.S./Canada Management Area

- 6.5-inch minimum mesh size requirement for Trawl nets.
- Prohibition on a Vessel Hauling Another vessels Hook Gear
- Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

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Comment [EME3]: This is an exemption dan is working on for NEFS 5. I don't belive NEFS 3 would want it, but if you do want to request it let me know and I will provide the justification with it with yours.

#### 4.0 MONITORING (AT-SEA)

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

Primary Port(s) of Landing	Secondary Port(s) of Landing
<u>Massachusetts: Gloucester, New Bedford</u> <u>Connecticut: New London</u>	<u>Massachusetts: New Bedford, Marblehead, Newburyport, Beverly, Rockport</u> <u>Rhode Island: Point Judith</u> <u>New Jersey: Point Pleasant, Cape May</u> <u>Maryland: Ocean City</u>

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

**MONITORING:** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program as well as a Secondary Program for consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency may have with these programs. In the event that the Sectors designed preferred and secondary ASM program is not approved by NMFS the Sector will use the NMFS designed ASM Program for FY 2014.

**USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that at-sea monitoring service costs are kept as low as commercially practical amount. The Active Members therefore agree to provide accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active Members who fail to comply with the provision of this Section may be assessed the excess cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may opt from time to time to modify provisions such as authorized landing ports in order to

ensure that the cost associated with these required programs do not become cost prohibitive.

**COVERAGE RATES:** NEFS ~~will~~ will deploy at-sea monitors in a way to achieve coverage of X% of trips that is random and representative of the fishing activities of the sector. The coverage rate for FY 2014 has not been specified by NMFS at this time. A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless exempted by NMFS.

**ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by NMFS are met by the ASM program the Sector may from time to time opt to have additional coverage in order to fully utilize specific approved exemptions or to address specific needs of the Sector.

**PREFERRED AT SEA MONITORING PROGRAM:** The Sector acknowledges that they have been informed that the current goals and objectives of At-Sea Monitoring ("ASM") as codified by NMFS in 50 C.F.R 648.11(1) are:

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> <li>Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring.</li> <li>Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias."</li> <li>Maintain monitoring program flexibility in order to improve fleet viability.</li> </ul>
Reducing Monitoring Costs	<ul style="list-style-type: none"> <li>Streamline data management operations and eliminate redundancies.</li> <li>Explore options for cost-sharing with and deferment of cost to industry</li> <li>Recognize the opportunity costs of insufficient monitoring.</li> </ul>
Reducing Discards	<ul style="list-style-type: none"> <li>Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness.</li> <li>Collect information by gear type in order to accurately calculate discard rates.</li> </ul>
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> <li>Reduce management and/or biological uncertainty.</li> <li>Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.</li> </ul>
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> <li>Improve the safety of the ASM program as necessary.</li> </ul>
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> <li>Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.</li> </ul>

For FY 2014 the Sector intends to meet these identified goals and objectives by Implementing the following Program:

ACE Utilization & Application of Assumed Discard Rate: The Sector, working with the Agency prior to the start of FY 2014, will determine a fixed assumed discard rate for all allocated stocks based on gear, mesh size, area fished and stock strata. This fixed assumed discard rate will be determined utilizing both the discard rates computed during FY 2010, FY 2011, FY 2012 and FY 2013 for the Sector, as well as any appropriate ASM/NEFOP data collected during these same three years. Additionally, the Sector will work with the Agency to determine an appropriate standard deviation that if exceed will trigger modification to fixed discard rate.

Specification of ASM Coverage Rate: NMFS states that they are required under regulations codified at 50 C.F.R 648.87(b)(1)(v)(B)(3)(ii) to specify coverage levels for At-Sea Monitoring. However, nowhere in this regulation does it require that NMFS establish the same coverage levels for every sector. This Sector believes that NMFS can satisfy this regulatory requirement by specifying sector specific coverage levels based on this proposed program.

Pre-Trip Notification: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

In the event that some level of coverage above and beyond the NEFOP level is needed to adequately verify the Sectors Fixed Discard Rate Program, the provisions in HR 25 SECONDARY PROGRAM will be utilized.

Verification of Fixed Assumed Discard Rate: The Sector, will utilize data collected by the Observers deployed under the NEFOP Program to verify on a quarterly basis that the fixed discard rate being applied parallels with observations being collected under this program. In the event, that the fixed discard rate being applied exceeds the standard deviation established prior to the start of the year, the Sector will:

Modify the subsequent quarter's assumed rate; proportionally, or

Modify the current quarter's assumed fixed rate to that of the NEFOP observed rate, or

Modification based on a method developed and agreed upon NMFS and Sector.

**SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR.** The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary.

**RANDOMIZES SELECTION OF COVERAGE PROCESS:** The Sector will work with their ASM Provider(s) to develop and deploy a randomized selection process that is fair and equitable, distributed in a statistically random manner and representative of the fishing activities and operations of all vessels within the Sector throughout the fishing year. The ASM Provider(s) will determine whether a trip is subject to ASM based on this randomized selection process.

**DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY 2013, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs. Neither the Sector, nor the Individual Members authorize NMFS to utilize data collected by ASM for any other purpose than as specified in this Section. In the event, NMFS wishes to utilize data they are provided for quality assurance and computation of observed and assumed discards for any other purpose they must obtain written authorization from the Sector and/or Members prior to any additional use occurring. In addition to the specific data fields and data collection methods specified by the NMFS At-Sea Monitoring Manual and training; the Sector may from time to time working with their contracted Service Provider request additional data be collected. This data if collected will be transmitted to the Sector within 48 hours upon completion of the trip in a manner agreed upon between the Sector and their Service Provider.

**VESSEL OPERATIONS:**

**PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

**AT-SEA MONITOR SELECTION PROCESS:** A determination will be made **immediately** after completing a Pre-Trip Notification whether the trip in question has been preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff, the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately

determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS notification and all corresponding details will **immediately** be forwarded to the Sectors ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the NEFOP Program protocol will be followed and the Vessel will be notified in accordance to the process of this program. Additionally, the ASM Provider(s) will be notified **immediately** of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.

ASM Provider(s) shall be provided with a full list of all pre-trip notifications.

**NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

Trips Not Selected for Coverage:

1. Trip Boats: A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.

2. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

1. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.

2. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).

3. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

4. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

5. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

Cancellations of Trips where an ASM is already present at Port of Sail: In the event a Sector Vessel which was selected for ASM cancels the trip and the ASM is already at the specified location ready to sail the ASM may board another Vessel in this Sector, regardless of Waivers already provided, that is departing from the port on a Sector trip. The ASM will notify its employer immediately, and the Service Provider will notify the PTNS Coordinator and Sector Manager of the change in vessel coverage.

#### **AT-SEA MONITORING OPERATIONAL STANDARDS:**

Safety Requirements: Prior to setting sail the Operator of the Sector Vessel shall detail and identify any vessel safety operating procedures and other important information to the assigned ASM. The Sector Member acknowledges that an ASM must complete a pre-trip vessel safety checklist as provided by NMFS prior to leaving port. An ASM cannot be deployed on a vessel that has failed to review the safety issues, and such vessel is prohibited from leaving port without the ASM on board (unless a waiver is granted). For the safety of the vessels captain, crew and the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

The Sector and its Members note that each ASM must be provided with all the equipment specified by the NEFOP. It is the responsibility of the individual ASM and its employer to ensure that all equipment is in good working order and brought to the vessel at the agreed upon time prior to sailing.

#### **WAIVERS:**

Late At-Sea Monitor: In the event that an ASM fails to arrive at the scheduled sail time and/or place; the Vessel Captain must call their Providers Program Manager, prior to setting sail. The Providers Program Manager will verify that proper trip information was reported. Additionally, the Program Manager may issue a verbal waiver to the Captain relieving the vessel of its ASM obligation for the trip in question. Immediately upon issuing a verbal waiver the Program Manager must notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in writing that the trip was granted a waiver due to a later ASM.

Late NEFOP Observer: In the event that a NEFOP Observer fails to arrive at the scheduled sail time and/or place; the Vessel may contact the PTNS Coordinator to obtain a waiver prior to sailing.

**ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea Monitoring Program in the event that Electronic Monitoring (EM) is approved by the Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon

approval by the Agency and subsequently the Sectors Board of Directors, EM may be adopted by some or all Sector Vessels in accordance with EM standards.



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## Corporations Division

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Summary for: **FLYING FINNS, INC.**

<b>The exact name of the Domestic Profit Corporation:</b> FLYING FINNS, INC.				
<b>Entity type:</b> Domestic Profit Corporation				
<b>Identification Number:</b> 043056108		<b>Old ID Number:</b> 000298829		
<b>Date of Organization in Massachusetts:</b> 03-30-1989				
<b>Last date certain:</b>				
<b>Current Fiscal Month/Day:</b> 12/31		<b>Previous Fiscal Month/Day:</b> 00/00		
<b>The location of the Principal Office:</b>				
Address: 1099 WASHINGTON ST.				
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA				
<b>The name and address of the Registered Agent:</b>				
Name:				
Address:				
City or town, State, Zip code, Country:				
<b>The Officers and Directors of the Corporation:</b>				
Title	Individual Name	Address		
PRESIDENT	JOHN M. MONTGOMERY	1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA 1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA		
TREASURER	JOHN M. MONTGOMERY	1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA 1099 WASHINGTON ST., GLOUCESTER, MA 01930 USA		
SECRETARY	JON F. CONANT	LEVERETT ST., GLOUCESTER, MA USA LEVERETT ST., GLOUCESTER, MA USA		
<b>Business entity stock is publicly traded:</b> <input type="checkbox"/>				
<b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
<input type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Confidential Data</b> <input type="checkbox"/> <b>Merger Allowed</b> <input type="checkbox"/> <b>Manufacturing</b>				
<b>Note: Additional information that is not available on this system is located in the Card File.</b>				
<b>View filings for this business entity:</b>				
<div style="border: 1px solid gray; padding: 5px;">                 ALL FILINGS <span style="float: right;">▲</span>                  Administrative Dissolution                  Annual Report                  Application For Revival                  Articles of Amendment             </div>				

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# Corporations Division

## Business Entity Summary

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Summary for: **HEIDI AND HEATHER FISHERIES, LLC**

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> HEIDI AND HEATHER FISHERIES, LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 043542309		<b>Old ID Number:</b> 000727131
<b>Date of Organization in Massachusetts:</b> 11-02-2000		
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):		
Address: 128 OLD ESSEX RD		
City or town, State, Zip code, Country: MANCHESTER, MA 01944 USA		
<b>The name and address of the Resident Agent:</b>		
Name: RICHARD E. BURGESS		
Address: 128 OLD ESSEX RD.		
City or town, State, Zip code, Country: MANCHESTER BY THE SEA, MA 01944 USA		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
MANAGER	RICHARD E. BURGESS	128 OLD ESSEX RD. MACHESTER BY THE SEA, MA 01944 USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
SOC SIGNATORY	RICHARD E. BURGESS	128 OLD ESSEX RD. MACHESTER BY THE SEA, MA 01944 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address
REAL PROPERTY	RICHARD E. BURGESS	128 OLD ESSEX RD. MACHESTER BY THE SEA, MA 01944 USA
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
<b>View filings for this business entity:</b>		
ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment		
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<b>Comments or notes associated with this business entity:</b>		

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## Corporations Division

### Business Entity Summary

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Summary for: **SANTAPAOLA FISHERIES, INC.**

<b>The exact name of the Domestic Profit Corporation:</b> SANTAPAOLA FISHERIES, INC.				
<b>Entity type:</b> Domestic Profit Corporation				
<b>Identification Number:</b> 204057425				
<b>Date of Organization in Massachusetts:</b> 01-09-2006				
<b>Last date certain:</b>				
<b>Current Fiscal Month/Day:</b> 12/31				
<b>The location of the Principal Office:</b>				
Address: 25 HIGHLAND STREET				
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA				
<b>The name and address of the Registered Agent:</b>				
Name: JAMES A. SANTAPAOLA				
Address: 25 HIGHLAND STREET				
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA				
<b>The Officers and Directors of the Corporation:</b>				
Title	Individual Name	Address		
PRESIDENT	JAMES A. SANTAPAOLA	25 HIGHLAND STREET GLOUCESTER, MA 01930 USA		
TREASURER	JAMES A. SANTAPAOLA	25 HIGHLAND STREET GLOUCESTER, MA 01930 USA		
SECRETARY	JAMES A. SANTAPAOLA	25 HIGHLAND STREET GLOUCESTER, MA 01930 USA		
DIRECTOR	JAMES A. SANTAPAOLA	25 HIGHLAND STREET GLOUCESTER, MA 01930 USA		
<b>Business entity stock is publicly traded:</b> <input type="checkbox"/>				
<b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	275,000
<input type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Confidential Data</b> <input type="checkbox"/> <b>Merger Allowed</b> <input type="checkbox"/> <b>Manufacturing</b>				
<b>View filings for this business entity:</b>				
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## Corporations Division

### Business Entity Summary

ID Number: 270247283

Summary for: III NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: III NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 270247283		Old ID Number: 001003607	
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The name and address of the Resident Agent:			
Name: VITO GIACALONE			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	RICHARD E. BURGESS	128 OLD ESSEX ROAD MANCHESTER BY THE SEA, MA 01944 USA	Until successor is elected and qualified
PRESIDENT	RICHARD E. BURGESS	128 OLD ESSEX ROAD MANCHESTER BY THE SEA, MA 01944 USA	Until successor is elected and qualified
TREASURER	EDWARD SMITH	333 SUMMER STREET MANCHESTER, MA 01944 USA	Until successor is elected and qualified
VICE PRESIDENT	WILLIAM MUNIZ	8 LINK ROAD GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	SCOTT O. SWICKER	241 ESSEX AVENUE GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	WILLIAM G BROWN V	4 PIGEON LANE GLOUCESTER, MA 01930 USA	Until successor is named and qualified
DIRECTOR	JAMES SANTAPAOLA	25 HIGHLAND ST. GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

DIRECTOR	JOHN MONTGOMERY	1099 WASHINGTON STREET GLOUCESTER, MA 01930 USA	quired Until successor is elected and qualified
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