This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of __________, 2021 (the “Effective Date”), by and among IV Northeast Fishery Sector, Inc. (“NEFS IV”) and each of the Sector members identified on the attached Exhibit C.

Recitals

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

B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16 and to do so are voluntarily entering into this Agreement for Fishing Year 2021 (May 1, 2021-April 30, 2022) and Fishing Year 2022 (May 1, 2022-April 30, 2023).

Agreement

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

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

2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a person must hold a Limited Access Northeast multi-species permit and meet all other Sector eligibility requirements as established from time to time by the Sector’s Board of Directors (the “Board”). Any person wishing to become a Sector member must submit an application no later than sixty (60) days prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership shall be effective upon admission of a member by the Board and acceptance by execution by such member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of
Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the Sector’s Bylaws and this Agreement. The Sector’s members (the “Members”), such Members’ “Limited Access Multispecies Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the vessels that will harvest the Sector’s Amendment 16 allocations are identified on the attached Exhibit C, which may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

2.1. Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit # 149675 under the distinct ownership of F/V EMILIE INC., permit # 150666 under the distinct ownership of Boston Sustainable Fishing Preservation Fund., and permit # 150592 under the distinct ownership of The Gloucester Fishing Community Preservation Fund, Inc. Documentation of fulfillment of this criterion for FY 2022 will be located in Exhibit I of this Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

3. Member and Vessel Permits. The attached Exhibit D is provided in accordance with the requirements of Amendment 16 that all state and federal permits held by Members or assigned to Members’ vessels be disclosed in each sector’s annual operations plan. Documentation of fulfillment of this criterion for FY 2022 will be located in Exhibit I of this Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

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

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

6. **Sector Manager and Registered Agent.** The Board shall from time to time appoint a person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from time to time. The Manager and the Registered Agent may be the same person. The Manager shall be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the related implementing regulations. Vito Giacalone will serve as the registered agent for receiving service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2021 who will be acting as their Manager for FY 2021. Documentation of fulfillment of this criterion for FY 2022 will be located in [Exhibit I](#) of this Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

6.1. **Communication with Sector.** The Manager is the primary point of contact for all communications on behalf of the Sector and all communications regarding NEFS IV should be directed accordingly. In addition to the Sector Manager Paula Sullivan is authorized to act on behalf of the Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

- President: Vito Giacalone
- Treasurer: Jackie Odell
- Clerk: Dale Brown
- Director: Angela Sanfilippo
In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications. Additionally, a list of current Board members can also be located at the following link.

http://corp.sec.state.ma.us/corpweb/corpsearch/CorpSearch.aspx

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

7.1. Harvest Share Reserve. No Reserve is required for FY 2021. Sector Members will not harvest sector ACE. The sector manager will utilize Inter and Intra sector transfers to move ace between members and to fully utilize the ACE allocated to the Sector.

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

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

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

7.5. Re-direction of Effort. During FY 2017, and during the first quarter of FY 2018 none of the MRI’s enrolled in NEFS IV were associated with vessels that harvested fish. During FY 2021, NEFS IV anticipates that no redirection of effort will take place.

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

7.7. Consolidation and Redistribution of ACE: Scientific recommendations and new Magnuson requirements will influence the level of consolidation that will take place in the groundfish fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation that may occur in the effort controlled system where overall management measures are based upon the weakest stocks. In FY 2020, 0% of the permits enrolled in the NEFS IV for FYs 2021 and 2022 are attached to vessels actively fishing for NE multispecies. For FYs 2021 and 2022, the NEFS IV sector has 50 permits currently enrolled. The member permits that are not attached to active NE multispecies vessels and are primarily the same permits that leased out their harvest share since FY 2010 and their DAS allocations in FY 2009. NEFS IV will lease a majority of its Sectors ACE to NEFS II and NEFS III, for utilization by active vessels enrolled in these sectors. This leasing will have the net positive effect of minimizing the potential of consolidation of active vessels enrolled in those sectors that have historically participated in the multispecies fishery.

8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the Manager, and/or designated sector employee(s) of the IV, Northeast Fishery Sector Inc., the Program Director of the Northeast Sector Service Network, and the FishTrax Programmer, information that may be or is considered to be confidential or privileged by the
Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the Sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, on an individual MRI and/or aggregated scale, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS information, and all other information associated with the vessel, MRI #, and/or permit records. In addition, this information includes data for species not managed under the multispecies FMP.

All confidential Sector data may be released to the Sector Manager, and/or designated sector employee(s), the Program Director of the Northeast Sector Service Network, and the FishTrax Programmer. This statement applies to all confidential data for a two-year time period encompassing FYs 2021 and 2022.

9. Catch Monitoring and Reporting. Each Active Member shall comply with all catch monitoring and reporting requirements established by the Manager, which may include but are not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely basis. Without limiting the foregoing, each Active Member shall submit on a timely basis all catch information as required by and necessary for the Manager to complete and file the Sector’s weekly reports. Each Active Member’s harvest of Sector ACE shall be calculated and tabulated in accordance with the catch accounting measures established by NMFS with respect to the Sector’s ACE. Absent manifest error, the catch and delivery information produced by the Manager shall be presumed accurate, and absent manifest error, each Member’s obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such information.

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

10.1. Liquidated Damages Schedule and Schedule Amendments. NA

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

10.3. Liquidated Damages Base Value and Multiplier Adoption. NA.

10.4. Liquidated Damages Calculation. NA.

10.5. Notice to Vessel Masters; Assumption of Liability. NA.

10.6. Liquidated Damages Security. NA.

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

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

10.10. Liquidated Damages Collection and Related Expenses. NA.

10.11. Consequential Damages for Gross Negligence or Willful Misconduct. NA.

10.12. Distribution of Damages. NA.

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

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

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

Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
Member that is eligible to terminate such Member’s Sector membership may do so only by providing
written notice to that effect to all other Members on or before February 18, 2015 or such date as the
Board may from time to time establish for that purpose (the “Termination Date”) each fishing year. A
Member that fails to provide such notice by the Termination Date shall be deemed to have
automatically renewed its Sector membership for the following year, and all other Members shall be
entitled to act in reliance on such renewal accordingly. If any Member provides a membership
termination notice by the Termination Date, each of the other Members shall have ten (10) days from
the date they receive such notice to terminate their membership as well, notwithstanding the Termination Date notice deadline. Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

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

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

13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member shall lose all rights to harvest any portion of the Sector’s ACE unless the expelled Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to the date of expulsion, or to pay liquidated damages and costs and fees related to an action or omission by the expelled Member that preceded the date of expulsion. The Sector shall notify NMFS immediately upon a Sector Member’s expulsion; by electronic email, followed by posted mail.
14. Stop Fishing Order; Injunctive Relief. NA.

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

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

16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the Manager exercising reasonable independent business judgment in good faith in reviewing and approving or disapproving Members’ fishing plans, monitoring harvest of the Sector’s ACE, and enforcing the terms and conditions of this Agreement. Each Member hereby waives and releases any and all claims against the Manager arising out of or relating to Manager’s performance under this Agreement, other than those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify, defend and hold the Manager harmless from and against any third party claims, damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in connection with the Manager’s performance under this Agreement, other than those arising out of gross negligence or willful misconduct by the Manager.
17. **Sector Membership Fees.** At least thirty (30) days prior to the Effective Date, and at least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the Members in writing of the amount of Sector membership fees that the Board has adopted for the upcoming year of Sector operations.

18. **Binding Arbitration.** Each Member and the Sector agree to exercise their best good faith commercially reasonable efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall first be submitted to a mediation which shall be conducted by one mutually agreeable member of the Sector Board of Directors, NESSN Board of Directors or by some other mutually agreeable independent person. If the parties cannot agree on a mediator, the NESSN Board will appoint a mediator. The mediation must take place within two weeks of the written request for mediation, unless otherwise agreed upon by both parties. If mediation is unsuccessful, the parties shall submit to binding arbitration by any party. The parties shall choose a mutually agreeable single arbitrator. If the parties cannot agree upon an arbitrator, they shall present the names of three potential arbitrators to the previously agreed upon mediator and that mediator shall select one of those nominees to serve as an independent arbitrator. When making that determination, the mediator shall ensure that the person serving as an arbitrator hereunder shall be a person of mature, sound and reasonable business judgment and experience and consideration shall be given to whether (or not) the proposed arbitrator has meaningful experience in the fishing industry, either (a) having held a federal fishing master license or (b) experience as an attorney at law or accountant practicing in the area of fisheries for at least ten (10) years. The party’s written request for arbitration shall include a basic statement of the issue to be arbitrated, along with all supporting documentation, and an invitation to the other party to discuss potential arbitrators. The Responding party shall briefly respond to the issues raised in the request or arbitration, assert any applicable defenses, include all supporting documentation and shall thereafter confer about proposed arbitrators. If the parties cannot agree upon an arbitrator, they shall select a date (within one week of the discussion) to submit the names of their three potential arbitrators to the mediator for his/her consideration. Any arbitrator must have no material ties to the parties, the Sector or any Member of the Sector. The decision of the arbitrator will be final and binding. The arbitration will be conducted under the arbitration rules of the Federal Arbitration Act unless the parties agree to another set of arbitration rules. The parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole discretion. All costs of arbitration, including but not limited to the all fees and costs payable
to the arbitrator shall be borne by the party requesting the arbitration. Each party shall bear its own costs of preparation and presentation, unless, in the case of the Sector as a party, the Board reasonably determines to assess such costs to the applicable Member, which costs shall be immediately due and payable. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by an applicable statute of limitations. In actions between Members where the parties agree that the Sector is a necessary party, the parties shall share the Sector’s arbitration costs, including arbitrator’s fees and costs of presentation. Where one party alone asserts that the Sector is a necessary party, that party shall bear the Sector’s arbitration costs. Nothing herein shall prevent the arbitrator(s) from assessing or apportioning all arbitration costs and fees against or between parties, where a party’s claims are frivolous, brought in bad faith or merely to cause delay, or as justice requires.

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

20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral documents referred to herein are and shall all be as the same may be amended from time to time. Any amendments thereto or hereto which are approved by the Board shall, as a condition of further membership of any Member in the Sector be deemed without any requirement of acceptance, consent or execution by any such Member to have been adopted, ratified and confirmed by such Member.
EXHIBIT A: HARVESTING RULES FOR FY 2021 and FY 2022

The Members and the Participating Vessels of IV Northeast Fishery Sector, Inc, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2021 (May 1, 2021 to April 30, 2022) & Fishing Year 2022 (May 1, 2022 to April 30, 2023) as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein “Agreement”), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. The Members and the Participating Vessels will not harvest Sector ACE or engage in other fishing activity for the Fishing Year 2021. The Sector ACE will only be utilized through Inter-Sector ACE transfers primarily to NEFS II and NEFS III.

1. **ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively lease/transfer more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. The Annual Catch Entitlement, allocated by NMFS to NEFS IV for FY 2021 & FY 2022 will be available in the Northeast Multispecies Fisheries Sector Operations Plans and Contracts and Allocation of Northeast Multispecies Annual Catch Entitlement Final Rule as published by NMFS.

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

3. **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.

4. **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.

5. **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 will provide 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.

5.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING: The 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,
daily ACE Status and Detailed Reports 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 2021
or FY 2022 if agreed upon by the sector and NMFS.

5.2 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 as
identified in Exhibit D); violations of regulations, or general problems with monitoring or
sectors operations in their Trip Issue Report which is submitted to NMFS weekly.

6. ANNUAL REPORT: Within sixty (60) days of the end of the fishing year the Sector Manager will
submit an annual report to NMFS 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. The actual date
of submission will be specified by NMFS, which has been previously based in part on completeness
of various data sets including but not limited to final reconciliation of ACE usage and availability of
final fishing year data generated by NMFS. 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.

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

8. **RESERVED FOR FUTURE USE**:

9. **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. NMFS will maintain a NEFOP/ASM database and will
provide the Sector with data from NEFOP and the ASM program.

10. **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’.

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

11.1 All Groundfish DAS requirements, including days-at-sea (DAS) reductions, differential
groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting.
multispecies (DAS) requirements to persecute other fisheries as specified in §§ 648.92
and 648.32, such as monkfish and skate continue to apply.

11.2 Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,
ocean pout and Atlantic wolfish.

11.3 Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

11.4 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.

11.5 Vessels are exempt from GOM Cod Protection Closures IV (October) and V (March), but
must comply with GOM Cod Protection Closures I (May), II (June), and III (November,
December, and January).

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

11.7 From all or a portion of ASM coverage if the vessel is fishing on a monkfish DAS with
extra-large mesh gillnets (10-inch or greater mesh) exclusively in Southern New
England.

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 specified and
authorized in their LOA.

11.8 DAS Leasing Program Length and Horsepower Restrictions

12. RESERVED FOR FUTURE USE:

13. 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:

13.1 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.

13.2 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.
13.3 **PAPER VTR**: Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2021 & 2022, 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.

13.4 **ADDITIONAL EXEMPTIONS**: Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2021 & 2022, 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 IV will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

13.4.1 Furthermore, NMFS has indicated that Sectors will be afforded the opportunity to request additional exemptions for the 2nd year of operations i.e. FY 2022 in accordance with a supplemental schedule to be established by NMFS.

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

Sector Membership Fishing Year 2018 (May 1, 2018 to April 30, 2021)

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

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**ACTIVE MEMBERS:** NEFS IV is a lease only sector, there are no active members.
Exhibit C:

Sector Membership Fishing Year 2021 (May 1, 2021 to April 30, 2022)

Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2021 (May 1, 2021 to April 30, 2022)

Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector, except for the following:

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

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<th>Summer Flounder</th>
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Additional Information on state permits associated with Sector Vessels and Sector Members:

The permits enrolled in NEFS IV do not have any state permits associated with them.
Exhibit D:

Administrative Provisions Addendum:

Notwithstanding regulatory authority granted in other regulations the following provisions represent those sections of NEFS IV 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.

7. Consolidation Plan.

7.1 Harvest Share Reserve

7.2 Harvest Share Use.

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, and 11 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:


10.1 Liquidated Damages Schedule and Schedule Amendments. NA

10.2 Enforcement Committee.

10.3 Liquidated Damages Base Value and Multiplier Adoption. NA

10.4 Liquidated Damages Calculation. NA

10.5 Notice to Vessel Masters; Assumption of Liability. NA

10.6 Liquidated Damages Security. NA

10.7 Manager Action in Response to Apparent Breach.

10.8 Member Appeals. NA

10.9 Voluntary Compliance.

10.10 Liquidated Damages Collection and Related Expenses. NA

10.11 Consequential Damages for Gross Negligence or Willful Misconduct. NA

10.12 Distribution of Damages. NA


12. Membership Termination

14. Stop Fishing Order; Injunctive Relief. NA

15. Permit Transfer/Sale.

16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.

17. Sector Membership Fees.


19. Amendment and Incorporation by Reference.
EXHIBIT C

HARVESTING RULES

2. QUOTA MANAGEMENT:

7. DATA RECONCILIATION:

8. RESERVED FOR FUTURE USE:

9. DATA MANAGEMENT:

12. RESERVED FOR FUTURE USE:

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

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

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

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

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

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<tr>
<th>Name</th>
<th>Title</th>
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<th>Email</th>
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<th>State</th>
<th>Zip</th>
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<tr>
<td>Vito Giacalone /Paula Sullivan</td>
<td>Manager/Administrative Assistant</td>
<td>Day-to-Day Sector Operations</td>
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<tr>
<td>Elizabeth Etrie/Vito Giacalone</td>
<td>Program Director, Northeast Sector Service Network</td>
<td>Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation</td>
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<td>Vito Giacalone /Paula Sullivan</td>
<td>Manager/Administrative Assistant</td>
<td>Reporting i.e. vessel reporting requirements involving sector trips.</td>
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<td>Jackie Odell/Vito Giacalone</td>
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<td>Policy</td>
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<td>Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel</td>
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EXHIBIT G: FY 2022 (MAY 1, 2022-APRIL 30, 2023) Operations Plan Updates

[To be completed in accordance with NMFS schedule for year two, FY 2022 (May 1, 2022 – April 30, 2023) of the Sectors Bi-Annual Operations Plan and Agreement]