

FINAL REPORT OF THE
WESTWARD FLEET COOPERATIVE
YEAR 2007

PREPARED FOR:

NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

JANUARY 15, 2008

PREPARED BY:

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YEAR 2007**

**Presented to the
North Pacific Fishery Management Council
January 15, 2008**

TABLE OF CONTENTS

	Page
INTRODUCTION	1
WESTWARD FLEET MEMBER VESSELS AND CO-OP MANAGEMENT	1
WFC BERING SEA POLLOCK ALLOCATION, TRANSFERS AND CATCH	3
OUTSIDE WESTWARD PROCESSOR DELIVERIES	4
BYCATCH IN THE BERING SEA POLLOCK FISHERY	4
SIDEBOARD LIMITATIONS, ALLOCATIONS AND CATCHES	4
DIRECTED BERING SEA COD AND GULF POLLOCK FISHERY	5
CATCHES BY GULF SIDEBOARD EXEMPT MEMBER VESSELS	5
WFC PROHIBITED SPECIES CATCH TOTALS	6
WFC MONITORING AND ENFORCEMENT	6
EXHIBITS	7-17
ATTACHMENT 1	
ATTACHMENT 2	

LIST OF EXHIBITS

	Page
Exhibit 1. Schematic of Westward Fleet Cooperative Operations, year 2007.	7
Exhibit 2. Percent distribution of 2007 Bering Sea "inshore pollock allocation" between the seven inshore AFA pollock cooperatives.	8
Exhibit 3. Westward Fleet Cooperative member vessel initial pollock allocations expressed as a percentage of the co-op total, as a percentage of the Bering Sea inshore directed pollock fishery, and in metric tons for the year 2007	9
Exhibit 4. Westward Fleet Cooperative member vessel final Bering Sea directed pollock allocations for the year 2007 after within co-op transfers and trades.	10
Exhibit 5. Comparison of Westward Fleet Cooperative member vessels directed Bering Sea pollock catches with final allocations, year 2007.....	11
Exhibit 6. Directed pollock fishing catch and bycatch and PSC's for the Westward Fleet Cooperative member vessels, year 2007.	12
Exhibit 7. Sideboard limits and aggregate catch of non-Bering Sea pollock by the Westward Fleet Cooperative member vessels, year 2007.....	13
Exhibit 8. Comparison of Westward Fleet Cooperative member vessels directed Bering Sea Pacific cod catches with final allocations, year 2007.....	14
Exhibit 9. Directed Pacific cod fishing catch and bycatch for the Westward Fleet Cooperative member vessels, year 2007.	15
Exhibit 10. Transfers of Westward Fleet Cooperative Gulf of Alaska pollock sideboard limits to other catcher vessel co-ops, year 2007.	16
Exhibit 11. Westward Fleet Cooperative vessel-by-vessel prohibited species catch, year 2007.	17

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INTRODUCTION

Westward Fleet Cooperative (WFC) is pleased to submit this document and results of their 2007 Bering Sea fishery to the North Pacific Fishery Management Council (NPFMC) in compliance with annual reporting requirements of the 1998 American Fisheries Act (AFA).

Year 2007 was the eighth year of WFC operations under the AFA. The Westward fleet was managed and operated during 2007 following the successful model established during the previous seven years fisheries—basically without change. This document format and 11 exhibits herein reporting WFC co-op members, management, allocations, catches, sideboard limits, prohibited species catches and enforcement is also consistent with WFC's earlier years reporting to the NPFMC. We believe this reporting format and detail is both in keeping with AFA reporting requirements and provides easy comparison to the prior year results.

WESTWARD FLEET MEMBER VESSELS AND CO-OP MANAGEMENT

Managing members representing 12 catcher vessels signed their eighth year co-op membership agreement on December 1, 2005, which enabled them to operate under the laws of the AFA in a fishery cooperative delivering pollock to Westward Seafood Inc., through the 2007 fishing season (Attachment 1 and 2) under terms of these agreements.

The WFC membership during 2007 did not change from the prior year.

WFC year 2007 managing member owners and their respective vessels are listed below:

F. Gregory Baker, Managing Member

- Viking Limited Partnership F/V *Viking* 130 ft LOA
- Alaskan Command LLC, F/V *Alaskan Command* 185 ft LOA
- Westward Limited Partnership, F/V *Westward I* 127 ft LOA
- Pacific Knight LLC, F/V *Pacific Knight* 165 ft LOA
- Ocean Dynasty Limited Partnership, F/V *Chelsea K* 149 ft LOA

John and Robert Dooley, Managing Member

- Pacific Prince LLC, F/V *Pacific Prince* 148 ft LOA
- Caitlin Ann LLC, F/V *Caitlin Ann* 104 ft LOA

Donald Johnson, Managing Member, Hickory Wind LLC

- F/V *Hickory Wind* 104 ft LOA

Matt Daugherty, Managing Member, U.S. Marine Corp.

- F/V *Ocean Hope 3* 112 ft LOA

Dan Green, Managing Member, Wa'atch, Inc.

- F/V *Alyeska* 125 ft LOA

Bob Desautel, Managing Member, Dona Martita LLC

- F/V *Arctic Wind* 123 ft LOA
- F/V *Dona Martita* 165 ft LOA

Co-op management and administration continued during 2007 basically unchanged from management and administration of the seven prior co-op years (Exhibit 1). Mr. Robert Dooley continued to serve as the president of WFC and Mr. Steven Whitman continued to serve as the coordinator. Coordination of information on allocations, transfers, pollock catches, sideboard catches and

prohibited species catches between the Westward plant in Dutch Harbor, the member vessels, Sea State, the Inter co-op Manager and the National Marine Fisheries Service all continued during 2007 as established in year 2000 and as conducted in 2001 through 2006.

WFC BERING SEA POLLOCK ALLOCATION, TRANSFERS AND CATCH

In 2007, the initial pollock allocation to WFC represented 18.906% of the AFA inshore-directed pollock allocation. WFC was the third largest tonnage co-op of the seven AFA inshore co-ops (Exhibit 2). WFC's 12 member vessels received AFA Bering Sea pollock allocations that totaled 115,464 mt. This co-op allocation was distributed among the 12 member vessels. Exhibit 3 provides details of the 12 vessel's initial pollock allocations. Individual vessel Bering Sea pollock allocations are expressed in tonnage, expressed as a percentage of the WFC total allocation and expressed as a percentage of the 2007 inshore directed pollock fishery.

Within the WFC, all 12 member vessels transferred pollock allocations among themselves. Three member vessels, *F/V Dona Martita*, *F/V Pacific Knight*, and *F/V Alyeska* transferred essentially all of their allocation to other member vessels and remained inactive in the Bering pollock fishery during 2007. Exhibit 4 identifies the transfers of Bering Sea pollock within the co-op by member vessel and the resulting final allocations to member vessels after transfers were completed. The final allocations shown in Exhibit 4 represented tonnages of Bering Sea pollock available to member vessels for harvesting during the 2007 fishing seasons.

Individual WFC member vessels directed Bering Sea pollock catches by the nine vessels that operated are provided in Exhibit 5 and are compared to their respective final pollock allocations. The WFC total directed Bering Sea pollock catch totaled 102,425.951 mt, 13,038.049 mt under quota, representing 88.71% quota utilization during 2007. Of the 102,425.951 mt delivered to

Westward Seafoods, 100,413.428 mt was delivered by WFC member vessels and 2,012.523 mt was delivered by non WFC member vessels.

OUTSIDE WESTWARD PROCESSOR DELIVERIES

Member vessels delivered 100% of the WFC pollock catch to the co-op's affiliated processor--Westward Seafoods, Inc. Accordingly, WFC member vessels were in compliance with AFA Section (210)(b)(6), which provides that up to 10% of the pollock harvested within a co-op, can be delivered to processors other than the co-op's affiliated processor.

BYCATCH IN THE BERING SEA POLLOCK FISHERY

Bycatch of other groundfish, herring, halibut, crab and salmon from the directed Bering Sea pollock fishery is detailed by member vessel in Exhibit 6. Pollock represented 99.01% of the catch of pollock plus all other groundfish.

SIDEBOARD LIMITATIONS, ALLOCATIONS AND CATCHES

Initial sideboard limits for the WFC vessels totaled 8,051.210 mt. Of this total, 696.350 mt of sideboard species allocations were transferred from WFC to other co-ops, 845.580 mt of sideboard species allocations were harvested by WFC member vessels and 6,509.280 mt of sideboard species allocations remained unused (Exhibit 7).

No individual species/area sideboard allocation was exceeded. WFC member vessels did not conduct fisheries for pollock or for other species of groundfish in the Gulf of Alaska management region.

DIRECTED BERING SEA COD AND GULF POLLOCK FISHERY

WFC's directed Bering Sea Pacific cod allocations, transfers and catches for 2007 are presented in Exhibit 8 by member vessel. Member vessel directed Bering Sea Pacific cod allocations totaled 2,370.000 mt of which 23.32 mt were transferred by inter co-op agreements to other co-ops and 539.07 mt were harvested by WFC co-op vessels. Only two member vessels participated in the WFC directed Bering Sea Pacific cod harvest. A total of 1,807.61 mt of the final WFC cod allocation remained unharvested.

Bycatch of other groundfish, halibut, herring, crab and salmon in the WFC directed Bering Sea cod fishery is detailed in Exhibit 9. Cod comprised 23.15% of the cod plus other groundfish catch in WFC's directed Bering Sea cod fishery.

As earlier noted in Exhibit 7, WFC's sideboard Gulf of Alaska allocations totaled 3,079.003 mt of Area 610 pollock, 253.087 mt of Area 620 pollock, 124.166 mt of Area 630 pollock and 125.966 mt of Area 640 pollock. All areas Gulf of Alaska pollock allocation for WFC vessels totaled 3,385.000 mt. Of this total, zero mt was transferred to other co-ops as reported in Exhibit 10. WFC member vessels did not fish Gulf of Alaska pollock in 2007 leaving 3,385.000 mt of Gulf of Alaska pollock un-harvested and un-transferred to other co-ops.

CATCHES BY GULF SIDEBOARD EXEMPT MEMBER VESSELS

Two WFC member vessels (*Hickory Wind* and *Ocean Hope 3*) are Gulf of Alaska sideboard exempt. Both vessels operated within co-op guidelines and did not lease any of their Bering Sea pollock or cod.

WFC PROHIBITED SPECIES CATCH TOTALS

WFC member vessel prohibited species catch totals for halibut, herring, Bristol Bay red king crab, *bairdi* Tanner crab, other Tanner crab, Chinook salmon and other salmon are provided in Exhibit 11.

WFC MONITORING AND ENFORCEMENT

All WFC directed Bering Sea pollock and cod catches, as well as sideboard catches and the halibut PSC were successfully managed and did not exceed allocations. The co-op was accordingly not required to take any enforcement actions.

Exhibit 1. Schematic of Westward Fleet Cooperative Operations, year 2007.

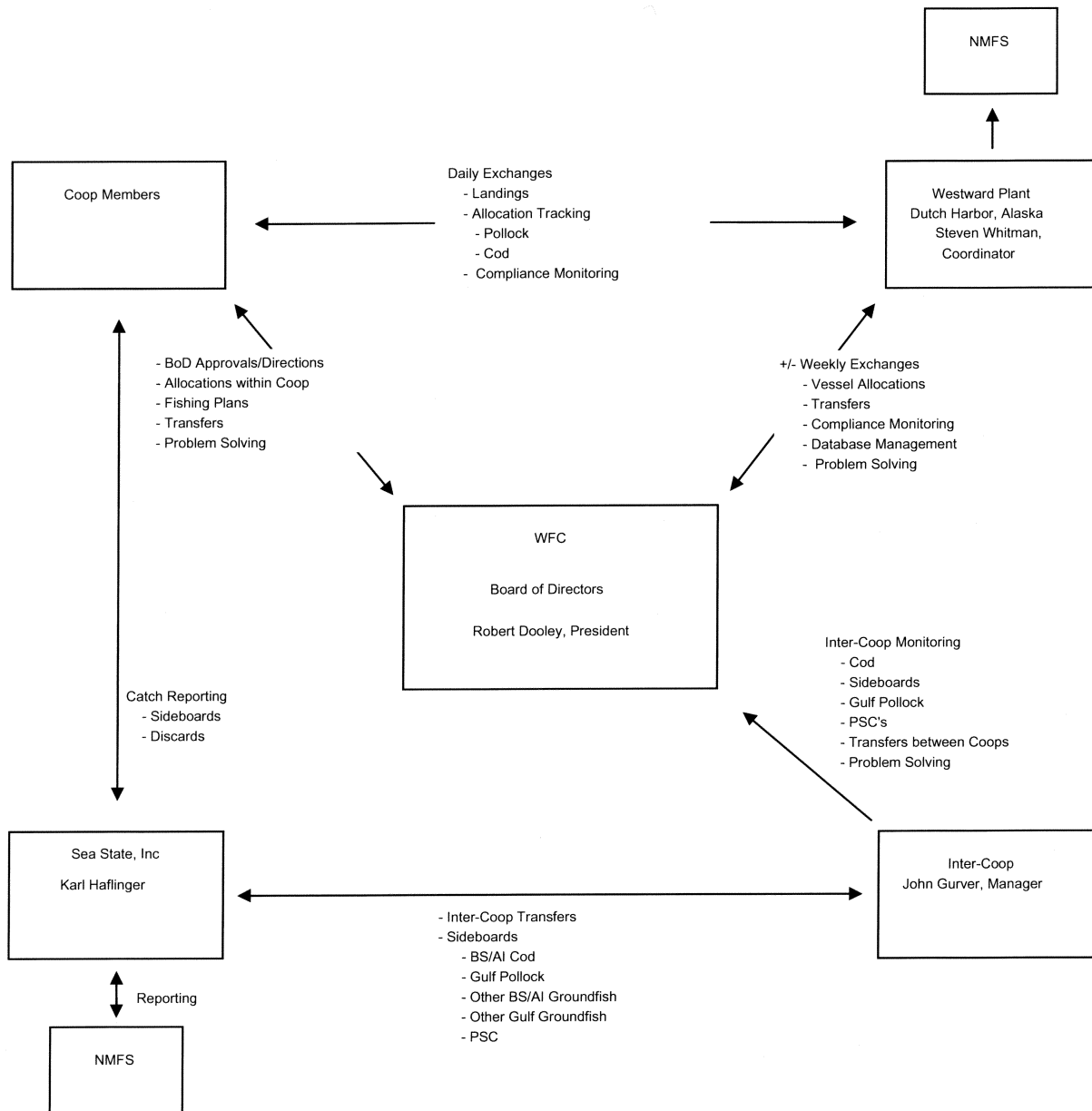


Exhibit 2.

Percent distribution of 2007 Bering Sea "inshore pollock allocation" between the seven inshore AFA pollock cooperatives.

Bering Sea Inshore Pollock Co-op 2007 Allocation

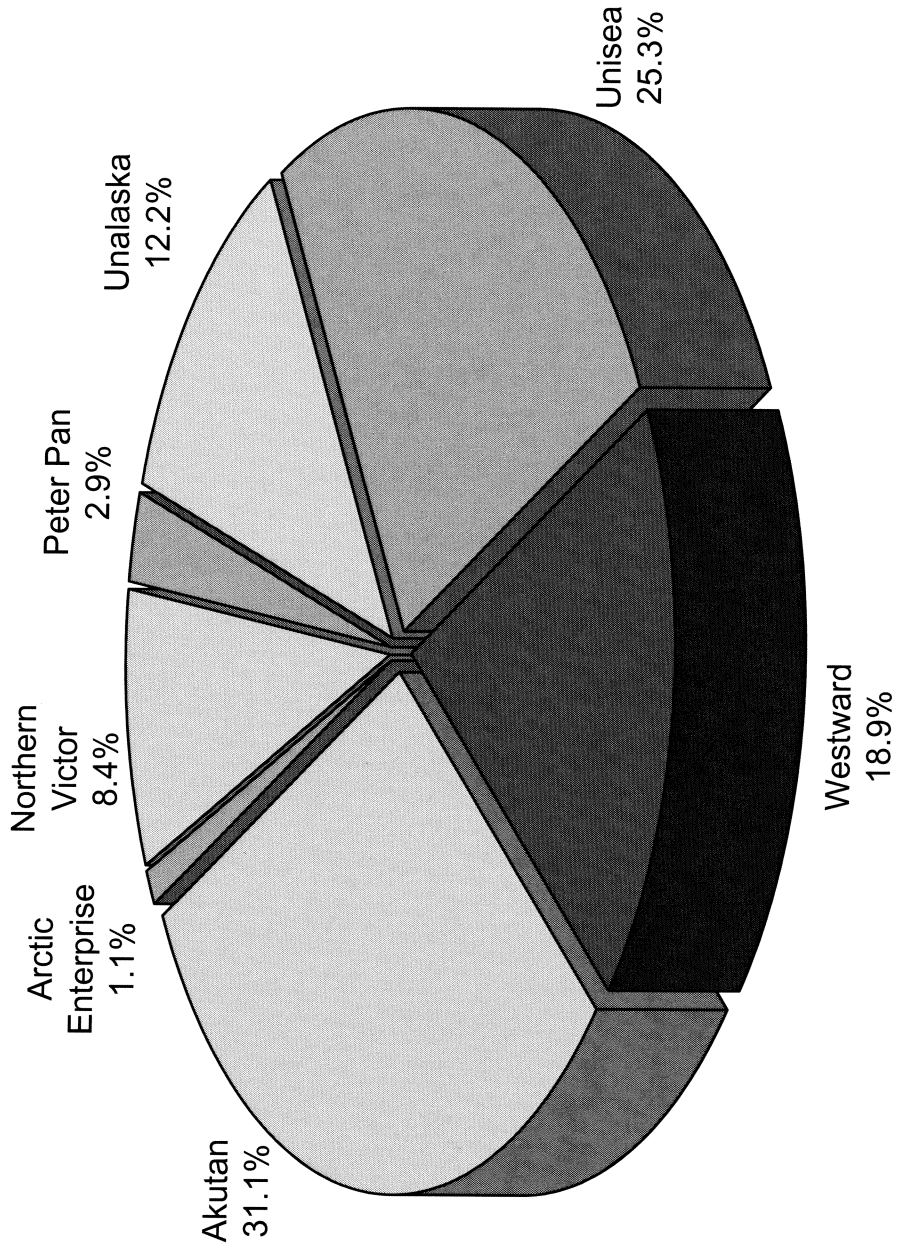


Exhibit 3. Westward Fleet Cooperative member vessel initial pollock allocations expressed as a percentage of the co-op total, as a percentage of the Bering Sea inshore directed pollock fishery, and in metric tons for the year 2007.

Company Name	Member Vessels	% of Co-op Allocation	% of AFA Inshore Directed Pollock Fishery	Year 2007 Allocation (MT)
Alaskan Command LLC	Alaskan Command	1.960%	0.371%	2,263.341
Wa'atch, Inc.	Alyeska	6.378%	1.208%	7,364.586
Dona Martita LLC	Arctic Wind	5.829%	1.104%	6,730.872
Caitlin Ann LLC	Caitlin Ann	5.050%	0.956%	5,830.822
Ocean Dynasty Limited Partnership	Chelsea K	24.546%	4.648%	28,342.102
Dona Martita LLC	Dona Martita	11.105%	2.103%	12,822.609
Hickory Wind LLC	Hickory Wind	1.517%	0.287%	1,751.782
U.S. Marine Corporation	Ocean Hope 3	2.571%	0.487%	2,968.830
Pacific Knight LLC	Pacific Knight	11.520%	2.181%	13,301.359
Pacific Prince LLC	Pacific Prince	12.557%	2.378%	14,498.779
Viking Limited Partnership	Viking	8.753%	1.657%	10,106.304
Westward Limited Partnership	Westward 1	8.213%	1.555%	9,482.612
Cooperative Total		100.000%	18.906%	115,464.000 *

* Some totals are rounded. Vessel percentages are as published in cooperative harvest schedule and final allocations are derived using harvest schedule percentages and the final cooperative pollock allocation posted in 72 FR 9456, March 2, 2007 plus Westward percentage of final release of AFA Inshore B Season pollock as posted in 72 FR 52495, September 14, 2007.

Exhibit 4. Westward Fleet Cooperative member vessel final Bering Sea directed pollock allocations for the year 2007 after within co-op transfers and trades.

Company Name	Member Vessels	Year 2007 Allocation (MT)	Within Co-op Net Transfer In (+) MT & Out (-) MT	Within Co-op Trades In (+) MT & Out (-) MT	Final Pollock Allocation (MT)
Alaskan Command LLC	Alaskan Command	2,263.341	+21,128.945	0.000	23,392.286
Wa'atch, Inc.	Alyeska	7,364.586	-7,352.639	0.000	11.947
Dona Martita LLC	Arctic Wind	6,730.872	+4,154.646	-22.767	10,862.750
Caitlin Ann LLC	Caitlin Ann	5,830.822	+518.272	-7.337	6,341.756
Ocean Dynasty Limited Partnership	Chelsea K	28,342.102	+3,418.167	0.000	31,760.269
Dona Martita LLC	Dona Martita	12,822.609	-12,801.808	0.000	20.802
Hickory Wind LLC	Hickory Wind	1,751.782	0.000	+22.767	1,774.550
U.S. Marine Corporation	Ocean Hope 3	2,968.830	0.000	+7.337	2,976.168
Pacific Knight LLC	Pacific Knight	13,301.359	-13,279.780	0.000	21.578
Pacific Prince LLC	Pacific Prince	14,498.779	-140.384	0.000	14,358.396
Viking Limited Partnership	Viking	10,106.304	+2,087.888	0.000	12,194.193
Westward Limited Partnership	Westward 1	9,482.612	+2,266.694	0.000	11,749.306
Cooperative Total		115,464.000	0.000	0.000	115,464.000 *

* Some totals are rounded.

Exhibit 5. Comparison of Westward Fleet Cooperative member vessels directed Bering Sea pollock catches with final allocations, year 2007.

Company Name	Member Vessels	Final Pollock Allocation (MT)	Directed Bering Sea Pollock Catch by Vessel (MT)	Difference Over (+) Under (-)
Alaskan Command LLC	Alaskan Command	23,392.286	16,647.369	-6,744.917
Wa'atch, Inc.	Alyeska	11.947	0.000	-11.947
Dona Martita LLC	Arctic Wind	10,862.750	9,955.033	-907.717
Caitlin Ann LLC	Caitlin Ann	6,341.756	6,349.026	+7.269
Ocean Dynasty Limited Partnership	Chelsea K	31,760.269	29,132.814	-2,627.455
Dona Martita LLC	Dona Martita	20.802	0.000	-20.802
Hickory Wind LLC	Hickory Wind	1,774.550	1,696.632	-77.918
U.S. Marine Corporation	Ocean Hope 3	2,976.168	1,710.767	-1,265.401
Pacific Knight LLC	Pacific Knight	21.578	0.000	-21.578
Pacific Prince LLC	Pacific Prince	14,358.396	14,210.722	-147.674
Viking Limited Partnership	Viking	12,194.193	11,095.547	-1,098.646
Westward Limited Partnership	Westward 1	11,749.306	11,628.041	-121.265
Cooperative Total		115,464.000	102,425.951 *	-13,038.049

* Directed catch includes Amendment 69 contractual fishing amounts as reported by the Co-op for one vessel - the Alaskan Command at 2,012.523 mt.

Exhibit 6. Directed pollock fishing catch and bycatch and PSC's for the Westward Fleet Cooperative member vessels, year 2007.

Company Name	Member Vessels	Directed Bering Sea Pollock Catch by Vessel (MT)		Other Groundfish (MT)	Herring (MT)	Haitbut Mortality (MT)	Red King Crab (#)	Bairdi		Other	
								Tanner Crab (#)	Tanner Crab (#)	Chinook Salmon (#)	Other Salmon (#)
Alaskan Command LLC	Alaskan Command	16,647.369	182.107	2	1	0	0	14	38	3,043	372
Wa'tach, Inc.	Alyeska	0.000	0.000	0	0	0	0	0	0	0	0
Dona Martita LLC	Arctic Wind	9,955.033	123.469	0	1	0	0	8	19	1,054	447
Caitlin Ann LLC	Caitlin Ann	6,349.026	62.202	0	1	0	0	4	13	468	132
Ocean Dynasty Limited Partnership	Chelsea K	29,132.814	195.364	4	3	0	0	21	55	2,962	2,305
Dona Martita LLC	Dona Martita	0.000	0.000	0	0	0	0	0	0	0	0
Hickory Wind LLC	Hickory Wind	1,696.632	20.561	0	0	0	0	3	2	80	27
U.S. Marine Corporation	Ocean Hope 3	1,710.767	30.442	1	0	0	0	2	2	202	169
Pacific Knight LLC	Pacific Knight	0.000	0.000	0	0	0	0	0	0	0	0
Pacific Prince LLC	Pacific Prince	14,210.722	208.905	0	2	0	0	10	25	3,836	567
Viking Limited Partnership	Viking	11,095.547	89.654	0	1	0	0	9	23	1,046	245
Westward Limited Partnership	Westward 1	11,628.041	166.070	1	1	0	0	9	20	1,224	614
Cooperative Total		102,425.951	1,078.775	8	10	0	0	80	196	13,915	4,878

Directed pollock catch totals are from Westward. All other PSCs and Other Groundfish are from Seastate.

Exhibit 7. Sideboard limits and aggregate catch of non-Bering Sea pollock by the Westward Fleet Cooperative member vessels, year 2007.

Species/Area	Initial Westward Sideboard Limit (MT)	InterCoop Sideboard Transfer (MT)	Final Sideboard Limit (MT)	Coop Catch (MT)	Difference Over "+" (MT) Under "-" (MT)
BSAI Pacific Cod	2,447.982	499.127	1,948.855	539.066	-1,409.789
BSAI Yellowfin Sole	1,049.000	0.000	1,049.000	10.888	-1,038.112
BSAI Rock Sole	477.000	0.000	477.000	295.626	-181.374
Western GOA Pacific Cod "A" Season	122.756	0.000	122.756	0.000	-122.756
Central GOA Pacific Cod "A" Season	95.091	0.000	95.091	0.000	-95.091
Western GOA Pacific Cod "B" Season	81.838	0.000	81.838	0.000	-81.838
Central GOA Pacific Cod "B" Season	63.394	0.000	63.394	0.000	-63.394
Area 610 "A" season Pollock	555.260	0.000	555.260	0.000	-555.260
Area 620 "A" season Pollock	89.145	89.145	0.000	0.000	0.000
Area 630 "A" season Pollock	27.749	0.000	27.749	0.000	-27.749
Shelikof "A" season Pollock	0.000	0.000	0.000	0.000	0.000
Area 610 "B" season Pollock	555.260	0.000	555.260	0.000	-555.260
Area 620 "B" season Pollock	108.078	108.078	0.000	0.000	0.000
Area 630 "B" season Pollock	14.646	0.000	14.646	0.000	-14.646
Shelikof "B" season Pollock	0.000	0.000	0.000	0.000	0.000
Area 610 "C" season Pollock	984.242	0.000	984.242	0.000	-984.242
Area 620 "C" season Pollock	27.932	0.000	27.932	0.000	-27.932
Area 630 "C" season Pollock	40.886	0.000	40.886	0.000	-40.886
Area 610 "D" season Pollock	984.242	0.000	984.242	0.000	-984.242
Area 620 "D" season Pollock	27.932	0.000	27.932	0.000	-27.932
Area 630 "D" season Pollock	40.886	0.000	40.886	0.000	-40.886
Eastern GOA Pollock 640	125.966	0.000	125.966	0.000	-125.966
WGOA shallow-water flatfish	0.000	0.000	0.000	0.000	0.000
CGOA shallow-water flatfish	2.253	0.000	2.253	0.000	-2.253
EGOA shallow-water flatfish	0.000	0.000	0.000	0.000	0.000
CGOA deep-water flatfish	15.066	0.000	15.066	0.000	-15.066
CGOA Northern Rockfish	9.101	0.000	9.101	0.000	-9.101
CGOA Pacific Ocean Perch	105.506	0.000	105.506	0.000	-105.506
EGOA Pacific Ocean Perch	0.000	0.000	0.000	0.000	0.000
Coop All Species Sideboard Total	8,051.210	696.350	7,354.860	845.580	-6,509.280

PSC limited halibut for Bering Sea
 Directed Pacific Cod fishery → 53.000

Exhibit 8. Comparison of Westward Fleet Cooperative member vessels directed Bering Sea Pacific cod catches with final allocations, year 2007.

Company Name	Member Vessels	Initial Coop Cod Allocation (MT) For Year 2007	Within Coop Net Transfer In (+) & Out (-)	InterCoop Transfers (MT) In (+), Out (-)	Westward Coop		Directed Bering Sea Cod Catch by Vessel (MT)	Difference Over (+) Under (-)
					Adjusted Cod Allocation (MT)	Final		
Alaskan Command LLC	Alaskan Command	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Watch, Inc.	Ayeska	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dona Marita LLC	Arctic Wind	370.22	0.00	-23.32	346.90	57.83	-289.07	-289.07
Caitlin Ann LLC	Caitlin Ann	378.29	+351.22	0.00	729.51	481.24	-248.27	-248.27
Ocean Dynasty Limited Partnership	Chelsea K	67.78	0.00	0.00	67.78	0.00	-67.78	-67.78
Dona Marita LLC	Dona Marita	329.35	0.00	0.00	329.35	0.00	-329.35	-329.35
Hickory Wind LLC	Hickory Wind	107.54	0.00	0.00	107.54	0.00	-107.54	-107.54
U.S. Marine Corporation	Ocean Hope 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pacific Knight LLC	Pacific Knight	145.77	0.00	0.00	145.77	0.00	-145.77	-145.77
Pacific Prince LLC	Pacific Prince	351.22	-351.22	0.00	0.00	0.00	0.00	0.00
Viking Limited Partnership	Viking	320.24	0.00	0.00	320.24	0.00	-320.24	-320.24
Westward Limited Partnership	Westward 1	299.60	0.00	0.00	299.60	0.00	-299.60	-299.60
Coop Total		2,370.00	0.00	-23.32	2,346.68	539.07	-1,807.61	-1,807.61

Exhibit 9. Directed Pacific cod fishing catch and bycatch for the Westward Fleet Cooperative member vessels, year 2007.

Company Name	Member Vessels	Directed		Herring Catch (MT)	Halibut Mortality (MT)	Other Groundfish Catch (MT)	Red King Catch (#)	Bairdi Tanner Catch (#)	Other Tanner Catch (#)	Chinook Salmon (#)	Other Salmon (#)
		Bering Sea Cod Catch by Vessel (MT)	Other Groundfish Catch (MT)								
Alaskan Command LLC	Alaskan Command	0.000	0.000	0	0	0.000	0	0	0	0	0
Watch, Inc.	Alyeska	0.000	0.000	0	0	0.000	0	0	0	0	0
Dona Marita LLC	Arctic Wind	57.829	50.224	0	0	0.000	0	0	9	1	0
Caitlin Ann LLC	Caitlin Ann	481.236	1738.457	0	20	0.000	0	1,185	237	0	0
Ocean Dynasty Limited Partnership	Chelsea K	0.000	0.000	0	0	0.000	0	0	0	0	0
Dona Marita LLC	Dona Marita	0.000	0.000	0	0	0.000	0	0	0	0	0
Hickory Wind LLC	Hickory Wind	0.000	0.000	0	0	0.000	0	0	0	0	0
U.S. Marine Corporation	Ocean Hope 3	0.000	0.000	0	0	0.000	0	0	0	0	0
Pacific Knight LLC	Pacific Knight	0.000	0.000	0	0	0.000	0	0	0	0	0
Pacific Prince LLC	Pacific Prince	0.000	0.000	0	0	0.000	0	0	0	0	0
Viking Limited Partnership	Viking	0.000	0.000	0	0	0.000	0	0	0	0	0
Westward Limited Partnership	Westward 1	0.000	0.000	0	0	0.000	0	0	0	0	0
Coop Total		539.066	1788.681	20	20	0.000	0	1,195	246	1	0

Pacific cod catch totals are from Westward. All other PSCs and Other Groundfish are from Seastate.

Exhibit 10. Transfers of Westward Fleet Cooperative Gulf of Alaska pollock sideboard limits to other catcher vessel co-ops, year 2007.

Gulf Area/Season	Transfers To	Transfer Amount (MT)
No GOA Transfers completed in 2007		
Total GOA Transfers		0.000

Exhibit 11. Westward Fleet Cooperative vessel-by-vessel prohibited species catch, year 2007.

Company Name	Member Vessels	Total Hailbut Mortality (MT)	Total Herring Catch (MT)	Total Red King Crab (#)	Total Bairdi Tanner Crab (#)	Total Other Tanner Crab (#)	Total Chinook Salmon (#)	Total Other Salmon (#)
Alaskan Command LLC	Alaskan Command	1	2	0	14	38	3,043	372
Wa'tch, Inc.	Alyeska	0	0	0	0	0	0	0
Dona Maritita LLC	Arctic Wind	2	0	0	18	28	1,055	447
Caitlin Ann LLC	Caitlin Ann	20	0	0	1,189	250	468	132
Ocean Dynasty Limited Partnership	Chelsea K	3	4	0	21	55	2,962	2,305
Dona Maritita LLC	Dona Maritita	0	0	0	0	0	0	0
Hickory Wind LLC	Hickory Wind	0	0	0	3	2	80	27
U.S. Marine Corporation	Ocean Hope 3	0	1	0	2	2	202	169
Pacific Knight LLC	Pacific Knight	0	0	0	0	0	0	0
Pacific Prince LLC	Pacific Prince	2	0	0	10	25	3,836	567
Viking Limited Partnership	Viking	1	0	0	9	23	1,046	245
Westward Limited Partnership	Westward 1	1	1	0	9	20	1,224	614
Coop Total		31	8	0	1,275	442	13,916	4,878

ATTACHMENT 1

WFC MEMBERSHIP AGREEMENT 2007 ADDENDUM
(Document dated December 2005 remaining in effect)

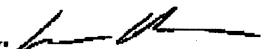
WESTWARD FLEET COOPERATIVE
MEMBERSHIP AGREEMENT
2006 ADDENDUM

Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Westward Fleet Cooperative Membership Agreement dated as of December 23, 1999, as amended by that First Amendment to Membership Agreement dated as of January 15, 2004, shall be in full force and effect among the undersigned for the year 2006, and that Exhibit A attached hereto supersedes Exhibit A to the Membership Agreement and to all prior addenda thereto.


In addition, each of the undersigned hereby certifies that the vessel on behalf of which it is executing this Addendum: (i) delivered more pollock to Westward Seafoods, Inc. than to any other AFA inshore processor in the last year in which the vessel engaged in directed fishing for pollock in the BSAI for delivery to the inshore sector; (ii) is a qualified catcher vessel; (iii) is otherwise eligible to fish for groundfish in the BSAI; (iv) has an AFA catcher vessel permit with an inshore endorsement; and (v) has no permit sanctions or other type of sanctions against it that would prevent it from fishing for groundfish in the BSAI.

Dated effective as of December 1, 2005.


F/V ALASKAN COMMAND
Alaskan Command L.L.C.

By: 
Its: ENGINEERING MANAGER

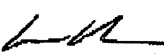
F/V ALYESKA
Wa'atch, Inc.

By: 
Its: POB FOR ALYESKA

F/V ARCTIC WIND
Dona Marita LLC

By: 
Its: My Partner.

F/V CHELSEA K
Ocean Dynasty Limited Partnership

By: 
Its: ENGINEERING MANAGER

[SIGNATURES CONTINUED ON PAGE 2]

F/V DONA MARTITA
Dona Martita LLC

By: [Signature]
Its: Mgr. Partner

F/V CAITLIN ANN
Caitlin Ann, LLC

By: _____ ✓
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: _____ ✓
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: _____ ✓
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: [Signature]
Its: ENGINEERING MANAGER

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: _____ ✓
Its: _____

F/V VIKING
Viking Limited Partnership

By: [Signature]
Its: ENGINEERING MANAGER

F/V WESTWARD 1
Westward Limited Partnership

By: [Signature]
Its: ENGINEERING MANAGER

WESTWARD FLEET COOPERATIVE

By: [Signature]
Its: ALTERNATE

F/V DONA MARTITA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: Robert E Doolley
Its: manager

F/V HICKORY WIND
Hickory Wind, LLC

By: _____
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: _____
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: Robert E Doolley
Its: manager

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD 1
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: _____
Its: _____

F/V DONA MARTITA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: _____
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: Conrad Johnson
Its: Westward Seafoods

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: _____
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: _____
Its: _____

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD 1
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: _____
Its: _____

FROM :Ocean Peace, Inc.

FAX NO. :206 282 6103

Nov. 21 2003 05:37PM P2

F/V DONA MARTITA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: _____
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: _____
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: Michael L. Lacey
Its: Vice President, CFO

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: _____
Its: _____

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD 1
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE
 EXHIBIT A TO 2006 ADDENDUM

BERING SEA/ALEUTIAN ISLANDS POLLOCK FISHERY
 HARVEST SCHEDULE

Member	Vessel	Percentage of Allocation
Alaskan Command L.L.C.	ALASKAN COMMAND	1.960%
Wa'atch, Inc.	ALYESKA	6.378%
Dona Martita LLC	ARCTIC WIND	5.829%
Caitlin Ann, LLC	CAITLIN ANN	5.050%
Ocean Dynasty Limited Partnership	CHELSEA K	24.546%
Dona Martita LLC	DONA MARTITA	11.105%
Hickory Wind, LLC	HICKORY WIND	1.517%
U.S. Marine Corp.	OCEAN HOPE 3	2.571%
Pacific Knight LLC	PACIFIC KNIGHT	11.520%
Pacific Prince, LLC	PACIFIC PRINCE	12.557%
Viking Limited Partnership	VIKING	8.753%
Westward Limited Partnership	WESTWARD 1	8.213%
TOTAL		100.00%

Alaska
Prnt 9
 ✓
 ✓
 ✓
 ✓

ATTACHMENT 2

AMENDMENT TO MEMBERSHIP AGREEMENT
(Document dated January 2006 remaining in effect)

WESTWARD FLEET COOPERATIVE MEMBERSHIP AGREEMENT ADDENDUM

This MEMBERSHIP AGREEMENT ADDENDUM is entered into by and among the members of the Westward Fleet Cooperative as reflected on the signature page(s) attached hereto (the "Members") and the Westward Fleet Cooperative (the "Cooperative") as of January 12th 2006, with reference to the following facts:

RECITALS

A. The Members employ fishing vessels in the Bering Sea ("BS") directed pollock fishery (the "Fishery") and may from time to time harvest Bering Sea Community Development Quota ("CDQ") pollock as well. The Members' vessels catch salmon incidentally in connection with their pollock fishing activity. The incidental catch of salmon in the Fishery is a matter of concern for Western Alaskans, who depend on salmon for subsistence and commercial fishing income.

B. In response to Western Alaskan's concerns regarding salmon bycatch in the Fishery, in 1995 (chum salmon) and in 2000 (Chinook salmon) the North Pacific Fishery Management Council (the "Council") adopted and the National Marine Fisheries Service ("NMFS") implemented certain regulatory Chinook and chum salmon savings areas (the "Salmon Savings Areas"), which are closed to pollock fishing for specific periods of time and/or upon salmon bycatch in the Fishery reaching certain regulatory trigger amounts.

C. In further response to Western Alaskan's concerns and in response to the Council's adoption of regulatory Salmon Savings Areas, in 2001 the Pollock Conservation Cooperative and the nine catcher vessel pollock harvesting cooperatives, being all of the BS pollock harvesting cooperatives (together, the "Cooperatives") implemented a "voluntary rolling hot spot" (or "VRHS") salmon savings area closure system, under which certain areas with elevated salmon bycatch rates are closed to fishing by certain Cooperatives for certain periods of time through an inter-cooperative contract. The most current version of such inter-cooperative contract is the "Salmon Bycatch Management Agreement for the 2006-2008 Bering Sea Pollock Fishery", entered into by and among the Cooperatives and certain third parties as of Jan 12th, 2006 (the "Agreement").

D. At the time they were adopted, the regulatory Salmon Savings Areas were locations where the Fishery had historically experienced elevated salmon bycatch rates. However, in recent years, salmon bycatch patterns have changed, and salmon bycatch rates in the Salmon Savings Areas have frequently been lower than the salmon bycatch rates experienced outside of such areas. Under these circumstances, the regulatory Salmon Savings Areas have been counter-productive. On the other hand, the VRHS system closures are modified at least once a week in response to current bycatch information, rather than being based on historical salmon bycatch patterns. Therefore, the VRHS system has remained effective through variations in salmon bycatch patterns.

**WESTWARD FLEET COOPERATIVE
MEMBERSHIP AGREEMENT ADDENDUM**

This MEMBERSHIP AGREEMENT ADDENDUM is entered into by and among the members of the Westward Fleet Cooperative as reflected on the signature page(s) attached hereto (the "Members") and the Westward Fleet Cooperative (the "Cooperative") as of January 17, 2006, with reference to the following facts:

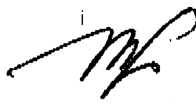
RECITALS

A. The Members employ fishing vessels in the Bering Sea ("BS") directed pollock fishery (the "Fishery") and may from time to time harvest Bering Sea Community Development Quota ("CDQ") pollock as well. The Members' vessels catch salmon incidentally in connection with their pollock fishing activity. The incidental catch of salmon in the Fishery is a matter of concern for Western Alaskans, who depend on salmon for subsistence and commercial fishing income.

B. In response to Western Alaskan's concerns regarding salmon bycatch in the Fishery, in 1995 (chum salmon) and in 2000 (Chinook salmon) the North Pacific Fishery Management Council (the "Council") adopted and the National Marine Fisheries Service ("NMFS") implemented certain regulatory Chinook and chum salmon savings areas (the "Salmon Savings Areas"), which are closed to pollock fishing for specific periods of time and/or upon salmon bycatch in the Fishery reaching certain regulatory trigger amounts.

C. In further response to Western Alaskan's concerns and in response to the Council's adoption of regulatory Salmon Savings Areas, in 2001 the Pollock Conservation Cooperative and the nine catcher vessel pollock harvesting cooperatives, being all of the BS pollock harvesting cooperatives (together, the "Cooperatives") implemented a "voluntary rolling hot spot" (or "VRIIS") salmon savings area closure system, under which certain areas with elevated salmon bycatch rates are closed to fishing by certain Cooperatives for certain periods of time through an inter-cooperative contract. The most current version of such inter-cooperative contract is the "Salmon Bycatch Management Agreement for the 2006-2008 Bering Sea Pollock Fishery", entered into by and among the Cooperatives and certain third parties as of _____, 2006 (the "Agreement").

D. At the time they were adopted, the regulatory Salmon Savings Areas were locations where the Fishery had historically experienced elevated salmon bycatch rates. However, in recent years, salmon bycatch patterns have changed, and salmon bycatch rates in the Salmon Savings Areas have frequently been lower than the salmon bycatch rates experienced outside of such areas. Under these circumstances, the regulatory Salmon Savings Areas have been counter-productive. On the other hand, the VRIIS system closures are modified at least once a week in response to current bycatch information, rather than being based on historical salmon bycatch patterns. Therefore, the VRIIS system has remained effective through variations in salmon bycatch patterns.

 1/17/06

E. In response to these circumstances, the Council has adopted a policy that, when implemented by NMFS, will exempt Cooperative Members' vessels participating in the VRHS system from closures of the regulatory Salmon Savings Areas. In addition to providing the Cooperative's Members with enhanced capability to reduce their vessels' salmon bycatch amounts, the Salmon Savings Area exemption could substantially reduce the Members' vessel operating costs. However, the VRHS system's effectiveness depends on contract enforcement action being taken against vessels that violate VRHS closures, or fail to take other specified actions necessary to maintain the effectiveness of the VRHS system.

F. The Cooperative and the Members have concluded that the benefits associated with implementing and enforcing the VRHS system, and thereby attaining an exemption from the regulatory Salmon Savings Areas, are of sufficient consideration to support adoption of certain amendments to the Cooperative's Membership Agreement that will promote the effectiveness of the VRHS system.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Effect of This Addendum Agreement. This Membership Agreement Addendum supplements, amends, and to the extent it is inconsistent with, supercedes the Westward Fleet Cooperative Membership Agreement dated as of December 23, 1999, as amended by that First Amendment to Membership Agreement dated as of January 15, 2004 (the "Membership Agreement"). The terms of this Addendum shall prevail over any inconsistent terms of the Membership Agreement.

2. Effect of Agreement. Each Member hereby acknowledges that its vessel(s) operations are governed by the Agreement. Each Member acknowledges that it has received a copy of the Agreement, and is familiar with its terms. Each Member agrees to cause such Member's vessels to comply with the terms and conditions of the Agreement, as they may apply to such Member as a member of the Cooperative or to such Member directly. Each Member agrees that this Addendum and the Membership Agreement shall be construed together to give the Agreement full force and effect in accordance with its terms.

3. Implementation of Agreement. Each Member acknowledges that the Cooperative must take certain actions from time to time to give effect to the Agreement and to obtain the benefit of the VRHS participant exemption from the regulatory Salmon Savings Area closures, and hereby authorizes the Cooperative's Board of Directors to take all such actions and execute all such documents that Cooperative's Board of Directors reasonably deems necessary for such purposes.

4. Enforcement of Agreement. Each Member hereby authorizes the Cooperative Board of Directors to take any and all actions reasonably necessary to enforce the Agreement in

accordance with its terms. Each Member hereby agrees that if the Cooperative Board of Directors fails to take the action(s) necessary to enforce the Agreement within sixty (60) days of receiving notice from Sea State that a Member may have failed to comply with the Agreement, or that the actions of a Member may have resulted in the Cooperative failing to comply with the Agreement, then each of Aleutian Pribilof Island Community Development Association ("APICDA"), Bristol Bay Economic Development Corporation ("BBEDC"), Central Bering Sea Fishermen's Association ("CBSFA"), Coastal Villages Region Fund ("CVRF"), Norton Sound Economic Development Corporation ("NSED") and Yukon Delta Fisheries Development Association ("YDFDA") (together, the "CDQ Groups"), and Association of Village Council Presidents ("AVCP"), Bering Sea Fishermen's Association ("BSFA"), Tanana Chief's Conference ("TCC") and Yukon River Drainage Fishermen's Association ("YRDEA"), all of which are Alaska non-profit corporations, may individually or collectively take action to enforce the Agreement.

5. Maintenance of an Approved and Operational Vessel Monitoring System. Each Member shall at all times maintain an operational vessel monitoring system ("VMS") unit approved by Sea State, Inc. ("Sea State") on its vessel at all times that its vessel(s) participate in the Fishery, provided such VMS unit is available on a commercially reasonable basis. Each Member agrees to cause its vessel's VMS tracking data to be released to Sea State on a basis that enables Sea State to determine whether such Member's vessel(s) have operated in compliance with the Agreement. Each Member shall release to Sea State its State and Federal landing reports, observer data, VMS tracking data, and vessel log books and plotter data for purposes of determining its compliance with the Agreement, and agrees that in the event Sea State concludes that its vessel may have violated a VRHS closure, Sea State may release such data as Sea State in its sole discretion determines appropriate to facilitate enforcement of the Agreement.

6. Records Presumed Accurate for Determining Compliance. Each member agrees that the information contained in the records identified in Section 5, above, shall be presumed accurate absent a clear and compelling demonstration of manifest error, and shall be presumed sufficient to determine its compliance with the terms and conditions of the Agreement.

7. Violation of Agreement. Each Member agrees that each trawl tow during which the Member's vessel fishes in a VRHS salmon savings area in violation of the Agreement shall constitute a separate violation of the Agreement for purposes of assessment calculation. Each Member acknowledges and agrees that damages for violation of the Agreement shall accrue on a strict liability basis, regardless of a Member's lack of knowledge of the violation or lack of intent to violate the Agreement.

8. Liquidated Damages Calculation and Adjustment. Each Member agrees that the damages resulting from a violation of the Agreement would be difficult if not impossible to estimate, and that the assessment amounts provided under the Agreement are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Each Member acknowledges and agrees to the following assessments as liquidated damages in connection with the specified violation of the Agreement:

- VRHS savings area closure violations
 - first violation – Ten Thousand Dollars (\$10,000.00)
 - second violation – Fifteen Thousand Dollars (\$15,000.00)
 - third and subsequent violations in any fishing year – Twenty Thousand Dollars (\$20,000.00)
- Failure to maintain an approved operational VMS unit aboard a Member's vessel while the vessel is employed in the Fishery – One Thousand Dollars (\$1,000.00) per day, for each consecutive day over thirty (30) days, on the condition that such VMS unit is available on a commercially reasonable basis.

Each Member agrees that the Cooperative's Board of Directors may modify the foregoing assessment amounts from time to time, as the Board of Directors determines necessary to maintain VRHS system effectiveness.

9. Liquidated Damages Assessment. Each Member agrees to provide in its contract with each master of each Member's vessel that such master shall be obligated to pay the full amount of all assessments levied in connection with any and all VRHS savings area violations, with no right of reimbursement or indemnification whatsoever. Further, each Member agrees that in the event a master of such Member's vessel fails to perform any such obligation when it becomes due, or in the event the assumption of any such obligation by the vessel's master is deemed invalid, the related Member shall be liable for the full amount of such assessment, together with all related costs and attorneys' fees.

10. Attorneys Fees. Each Member agrees that in connection with any action taken to enforce this Agreement, the prevailing party shall be entitled to the costs and fees it incurs in connection with such action, including attorneys' fees.

11. Injunctive Relief. Each Member agrees that in addition to legal remedies, the Cooperative's Board of Directors, each of the CDQ groups, and BSFA and YRDEFA shall be entitled to injunctive relief in connection with the second and subsequent violations of this Agreement.

12. Release and Waiver of All Claims Against SeaState and United Catcher Boats; Indemnification and Hold Harmless. The Members acknowledge that the effectiveness of the Agreement depends to a significant extent on the discretion and judgment exercised by principals and employees of Sea State and United Catcher Boats Association ("UCB") in designating and defining VRHS system savings areas, determining each Cooperative's salmon bycatch tier status, monitoring compliance with VRHS system savings area closures, and initiating and supporting enforcement actions under circumstances where a Cooperative member appears to have violated this Agreement. The Members further acknowledge that if Sea State or UCB were potentially liable for simple negligence in connection with such actions, it would be necessary for Sea State and UCB to charge a substantially larger fee for the services they provide in connection with this Agreement, to offset that potential liability. It is therefore in the Members' interest to limit Sea State's and UCB's potential liability under this Agreement. Therefore, each Member hereby

waives and releases any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with the Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.

13. Term and Termination. This Addendum shall take effect as of January 20, 2006. The initial term of this Addendum shall extend through November 1, 2008. The term of this Addendum shall be automatically extended for an additional year as of each successive September 15 that the Agreement remains in effect, i.e., if the Agreement remains in effect as of September 15, 2006, the expiration date of this Addendum shall be extended to November 1, 2009, and so on. A Member may terminate its obligations under this Addendum by providing written notice to all other Members of the Cooperative, provided that the effective date of such Member's termination shall be the expiration date of this Addendum that is in effect at the time the termination notice is delivered. For example, if a Member properly provides its termination notice to all other Cooperative members on August 15, 2006, and if the Agreement remains in effect as of that date, such Member's termination shall not be effective until November 1, 2008. If a Member properly provides termination notice on October 1, 2006, and if the IC Agreement remains in effect as of that date, its termination shall not be effective until November 1, 2009. Notwithstanding any Member's termination of its obligations under this Addendum, this Addendum shall remain in full force and effect among all Members who have not terminated their obligations under this Addendum, and in any case, the enforcement provisions of Sections 7, 8 and 9 of this Addendum shall survive all such terminations with full force and effect.

14. Miscellaneous.

a. No amendment to this Addendum shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Addendum as reasonably necessary to maintain the effectiveness of this Addendum in response to changes in law or circumstances.

b. This Addendum shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.

c. This Addendum may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Addendum by telefacsimile shall have the same effect as delivering a signed original.

d. The parties agree to execute any further documents that may be necessary or convenient to give effect to the intent and purposes of this Addendum.

e. All notices required to be given under this Addendum shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile or e-mail transmission to the recipient. Each party to this Addendum agrees to provide the name, postal address, telefacsimile number and e-mail address of its duly authorized representative(s) for purposes of receiving notices under this Addendum within three (3) days of executing this Addendum.

f. In the event that any provision of this Addendum is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Addendum, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Addendum.

g. Each Member agrees to use its best efforts to resolve any disputes arising under this Addendum through direct negotiations. Breaches of this Addendum for which a party seeks a remedy other than injunctive relief that are not resolved through direct negotiation shall be submitted to arbitration in Seattle, Washington upon the request of any party to this Addendum. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to the Cooperative or any Cooperative member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. 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 the applicable statute of limitations.

Entered into as of the date first set forth above.

F/V ALASKAN COMMAND
Alaskan Command L.L.C.

By: [Signature]
Its: ENGINEERING MANAGER

F/V ALYESKA
Wa'atch, Inc.

By: [Signature]
Its: POA

F/V ARCTIC WIND
Dona Martita LLC

By: [Signature]
Its: PERSONAL

F/V CHELSEA K
Ocean Dynasty Limited Partnership

By: [Signature]
Its: ENGINEERING MANAGER

[SIGNATURES CONTINUED ON PAGE 7]

F/V DONA MARTITA
Dona Martita LLC

By: [Signature]
Its: President

F/V CAITLIN ANN
Caitlin Ann, LLC

By: [Signature] ✓
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: [Signature] ✓
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: [Signature] ✓
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: [Signature]
Its: ENGINEERING MANAGER

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: [Signature] ✓
Its: _____

F/V VIKING
Viking Limited Partnership

By: [Signature]
Its: ENGINEERING MANAGER

F/V WESTWARD 1
Westward Limited Partnership

By: [Signature]
Its: ENGINEERING MANAGER

WESTWARD FLEET COOPERATIVE

By: [Signature]
Its: EXECUTIVE DIRECTOR

F/V DONA MARTINA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: _____
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: *[Signature]*
Its: *managing member*

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: _____
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: _____
Its: _____

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD 1
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: _____
Its: _____

F/V DONA MARITTA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: Robert E Dooley
Its: owner

F/V HICKORY WIND
Hickory Wind, LLC

By: _____
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: _____
Its: _____

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: Robert E Dooley
Its: owner

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD 1
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: Robert E Dooley
Its: president

F/V DONA MARITTA
Dona Martita LLC

By: _____
Its: _____

F/V CAITLIN ANN
Caitlin Ann, LLC

By: _____
Its: _____

F/V HICKORY WIND
Hickory Wind, LLC

By: _____
Its: _____

F/V OCEAN HOPE 3
U.S. Marine Corp.

By: *M. J. Jensen*
Its: *Vice President*

F/V PACIFIC KNIGHT
Pacific Knight LLC

By: _____
Its: _____

F/V PACIFIC PRINCE
Pacific Prince, LLC

By: _____
Its: _____

F/V VIKING
Viking Limited Partnership

By: _____
Its: _____

F/V WESTWARD I
Westward Limited Partnership

By: _____
Its: _____

WESTWARD FLEET COOPERATIVE

By: _____
Its: _____