

Final Report
of the
Mothership Fleet Cooperative
2003

Presented to the
North Pacific Fishery Management Council
January 9, 2004

Introduction

In 2003 the mothership sector (as defined in Section 208 (c) and (d) of the American Fisheries Act) managed its Bering Sea pollock allocation under the provisions of a cooperative agreement. All twenty of the vessels qualified to participate in the mothership sector are members of the "Mothership Fleet Cooperative" (MFC) and are bound by the terms of that cooperative's membership agreement. Only eighteen of the twenty vessels belonging to the MFC participated in Alaska groundfish fisheries in 2003. The mothership sector is assigned 10% of the BSAI directed pollock quota as per Section 206 (b) of the American Fisheries Act (AFA).

In addition to the membership agreement mentioned above, the MFC is a signatory to the 2003 Intercooperative Agreement, the Cod Allocation Agreement, and the Salmon Bycatch Management Agreement. These contracts establish the global rules by which all of the cooperatives jointly manage pollock harvest limits and non-pollock groundfish sideboards, prohibited species sideboards, and salmon bycatch avoidance measures.

Reporting Requirements

This report is intended to fully disclose all information required and identified for inclusion in an annual report to the North Pacific Fishery Management Council pursuant to Section 210 (a)(1) A and B of the American Fisheries Act and C.F.R. 679.60 (American Fisheries Act Management Measures) Section (d).

Mothership Fleet Cooperative Shares

It is important to note that the AFA requires a "cooperative of the whole" rather than separate and distinct cooperatives oriented to each processor within the sector, as is the case in the inshore sector. The AFA also provides an exemption to the Sherman Anti-Trust Act for the three AFA-qualified mothership processors (EXCELLENCE, GOLDEN ALASKA, OCEAN PHOENIX), allowing them to participate as members of the cooperative if at least eighty percent of the eligible catcher vessels are members of the co-op. Despite this allowance, the three mothership processors are not currently members of the MFC.

Neither the language in the AFA nor the Mothership Fleet Cooperative Membership Agreement binds catcher vessels delivering to motherships to a particular processor within a fishing year or season.

Membership in the MFC consists of all 20 eligible catcher vessels. Each vessel has a cooperative share representing its percentage share of the directed pollock quota allocation by the AFA to the mothership sector. Vessel names, owners, and their cooperative shares are listed in Table 1 below.

Table 1. Mothership Fleet Cooperative Share Percentages

Co-op Member(s)	Vessel(s)	Cooperative Share
Alakanuk Beauty L.L.C.	American Beauty	6.000%
Chetna, Inc.	Pacific Challenger	4.446%
Fury Group, Inc.	Nordic Fury Pacific Fury	6.177% 5.889%
Great West Seafoods, Ltd.	Margaret Lyn	5.643%
Katahdin, Inc.	Misty Dawn	3.569%
King and Winge, Inc. Futura Fisheries, Inc.	Vanguard	5.350%
Kydaka Corporation	California Horizon	3.786%
Langesater Fisheries, Inc. Reiten Enterprises, Inc. Arruela Fisheries, Inc.	Oceanic	7.038%
MarGun Fisheries, Inc.	Mar-Gun	6.251%
Mark 1, Inc.	Mark 1	6.251%
Meddar Corporation	Aleutian Challenger	4.925%
Emmonak Leader L.L.P.	Ocean Leader	6.000%
Popado, Inc.	Papado II	2.953%
Burton C. Parker	Amber Dawn	5.225%
Supreme Alaska Seafoods, Inc.	Morning Star	3.601%
Traveler Partnership, Inc.	Traveler	4.272%
Vesteraalen L.L.C.	Vesteraalen	6.201%
Wa'atch, Inc.	Alyeska	2.272%
Western Dawn L.L.C.	Western Dawn	4.150%

TOTAL

100%

Term of the Mothership Fleet Cooperative Membership Agreement

In 2002 the MFC Membership Agreement was amended to remove a five-year sunset. Under the amendment language, the MFC can be terminated if and when eighty percent of the MFC members vote in favor of terminating the agreement.

Transfer of Shares Between Catcher Vessels

The Mothership Fleet Cooperative Membership Agreement allows members of the coop to transfer cooperative shares among themselves. Transfers of quota made within a fleet of catchers delivering to a particular mothership (intra-fleet) must be reported to that mothership at the time of delivery. Transfers of allocations between vessels fishing in different mothership fleets (inter-fleet) must be reported to the monitoring agent within seven days prior to the transfer and, in any case, prior to the harvest of the transferred amount. Both intra- and inter-fleet transfers occurred in 2003.

Catch Monitoring

All in-season data used for individual vessel and fleet-wide catch monitoring and management within the mothership sector was obtained from the National Marine Fisheries Service Observer Program. The MFC has contracted with Sea State, Inc. to process the catch data provided by the observer program and to provide in-season management support.

Sea State regularly provides catch reports to each mothership fleet. These reports include cumulative fleet-wide and vessel-level catch data as well as a tow-by-tow summary. Fleet managers are able to reconcile the tow-by-tow catch information provided by Sea State against their own catch records to identify possible data errors and insure accurate catch accounting throughout the fishing season.

Catch and Bycatch of Groundfish and Prohibited Species

The harvest and bycatch of non-pollock and prohibited species (PSC) in the Bering Sea, Aleutian Islands, and Gulf of Alaska is limited by groundfish and PSC sideboards as recommended by the Council and implemented through regulation. Pollock harvest by AFA catcher vessels is limited in the Gulf of Alaska as well. The intent of the sideboards is to limit the catch and bycatch of these species by AFA vessels to "traditional harvest levels". The Mothership Fleet Cooperative Membership Agreement authorized the cooperative board to allocate sideboard amounts available for directed harvest to each catcher vessel in the cooperative in amounts prorated to each boat's catch history.

The Mothership Fleet Cooperative Membership Agreement provides that PSC sideboard apportionments may be administered as aggregate caps within the mothership sector. Where necessary and appropriate, the cooperative board is authorized to allocate PSC apportionments to individual vessels. The board is further authorized to order a vessel to stop fishing if that vessel exceeds an assigned apportionment or rate, and to obtain an injunction restraining the

activity of any vessel that fails to heed such an order. PSC was not assigned to individual vessels in 2003.

None of the sideboard caps were exceeded by the Mothership Fleet Cooperative in 2003.

Penalties

The Mothership Fleet Cooperative Agreement includes provisions allowing penalties to be assessed against vessels that exceed their agreed harvest share of pollock and non-pollock species. The Agreement includes a penalty of \$500 per metric ton for pollock harvested in excess of a vessel's allocation. The penalty for overages in the non-pollock fisheries include \$1000 per metric ton of cod harvest in excess of an allocation, \$300 per metric ton for over-harvests of all other BSAI and GOA directed groundfish fisheries. The cooperative established penalties for exceeding assigned PSC caps as well.

The Mothership Fleet Cooperative assessed no penalties in 2003.

Salmon Bycatch Avoidance Reporting

As described above, the Mothership Fleet Cooperative is a signatory to the Intercooperative Salmon Bycatch Management Agreements. In an effort to maximize the incentive to avoid salmon bycatch within the mothership fleet, the MFC created an intra-fleet salmon bycatch reporting program for the 2003 "A" and "B" seasons. This program consists of a daily report from each mothership to the other two motherships and their fleet managers. This report, sent via e-mail, includes the amount of groundfish delivered during the previous day, the number of salmon (Chinook during "A" season and other salmon during "B" season) in the delivered catch, the salmon bycatch rate for that day, and more specific information regarding any tows with a bycatch rate in excess of a pre-determined threshold.

These reports are an efficient way to monitor "real-time" bycatch performance within the mothership fleet and an effective vehicle for "peer pressure"-motivated bycatch reduction.

2003 Directed Pollock Fishery Results

Table 2. 2003 Mothership Fleet Co-op Pollock Allocations and Harvest - MT

Catcher	Co-op %	Co-op MT	Actual MT	Actual %
Aleutian Challenger	4.93%	6432.49	9,022	6.91%
Alyeska	2.27%	2967.44	2,372	1.82%
Amber Dawn	5.23%	6824.32	0	0.00%
American Beauty	6.00%	7836.54	8,326	6.38%
California Horizon	3.79%	4944.86	5,731	4.39%
Mar-Gun	6.25%	8164.37	8,308	6.36%
Margaret Lyn	5.64%	7370.27	0	0.00%
Mark I	6.25%	8164.37	11,807	9.04%
Misty Dawn	3.57%	4661.44	7,286	5.58%
Morning Star	3.60%	4703.23	0	0.00%
Nordic Fury	6.18%	8067.72	4,294	3.29%
Ocean Leader	6.00%	7836.54	9,563	7.32%
Oceanic	7.04%	9192.26	9,102	6.97%
Pacific Challenger	4.45%	5806.88	6,413	4.91%
Pacific Fury	5.89%	7691.56	10,722	8.21%
Popado II	2.95%	3856.88	5,895	4.51%
Traveler	4.27%	5579.62	5,526	4.23%
Vanguard	5.35%	6987.58	8,991	6.88%
Vesteraalen	6.20%	8099.06	11,767	9.01%
Western Dawn	4.15%	5420.27	5,440	4.17%
TOTAL	100.0%	130,608	130,566	99.97%
TOTAL UNHARVESTED			42	0.03%

Table 3. PSC Bycatch in 2003 Mothership Fleet Co-op Directed Pollock Fishery by Vessel

Catcher	Groundfish (MT)	Halibut (MT)	Herring (MT)	R. King Crab	Bairdi	Opilio	Chinook	Other salmon
Aleutian Challenger	62	0	22	0	0	0	313	475
Alyeska	65	0	0	0	0	0	350	295
Amber Dawn								
American Beauty	77	1	7	0	0	3	328	872
California Horizon	99	0	24	0	0	0	354	1,386
Mar-Gun	79	1	32	0	0	0	129	316
Margaret Lyn								
Mark I	74	0	3	0	0	0	174	311
Misty Dawn	84	0	19	0	0	0	489	1,403
Morning Star								
Nordic Fury	34	0	3	0	0	0	126	694
Ocean Leader	98	0	22	0	0	0	372	1,045
Oceanic	75	0	15	0	0	0	261	548
Pacific Challenger	37	0	5	0	0	0	148	167
Pacific Fury	62	0	9	0	0	0	239	540
Popado II	63	0	31	0	0	0	224	1,628
Traveler	39	0	17	0	0	0	119	303
Vanguard	47	0	2	0	0	0	261	370
Vesteraalen	79	0	8	0	0	0	161	386
Western Dawn	47	0	11	0	0	0	219	1,129
TOTAL	1,119	4	229	0	0	3	4,268	11,869

Table 4. Aggregate PSC and Groundfish Bycatch in 2003 Mothership Fleet Cooperative Directed Pollock Fishery.

Species	Number	Weight (mt)
Opilio crab	3	
C. bairdi crab	0	
Red king crab	0	
Other species		71
Pacific cod		516
Other flatfish		6
Arrowtooth flounder		23
Flathead sole		180
Rock sole		152
Yellowfin sole		93
Turbot		2
Other rockfish		1
Pacific ocean perch		82
Shortraker/Rougheye		1
Northern rockfish		4
Atka mackerel		0
Pacific halibut		4
Chum salmon	11,869	
King salmon	4,369	
Pollock		130,566
Pacific herring		229
Sablefish		0
Squid		1
Unallocated species		0

Non-Pollock Groundfish Fisheries

In 2003 mothership catcher vessels participated in fisheries other than in the Bering Sea and Aleutian Islands directed pollock fishery. These fisheries included the BSAI Pacific cod fishery and the several directed fisheries in the Gulf of Alaska.

When developing recommendations for AFA groundfish harvesting sideboards, the North Pacific Fishery Management Council provided an annual exemption to mothership sector catcher vessels from sideboard limitations on harvests of BSAI Pacific cod after March 1. While the mothership sector did not reach the aggregate sideboard amount of cod prior to this date in 2003, several individual catcher vessels utilized this exemption and harvested amounts of cod in excess of their individual sideboard limits.

The Mothership Fleet Cooperative is a signatory to the inter-cooperative agreements and was actively involved in the development of measures and protocols by which the catcher vessels insure compliance with the groundfish and PSC sideboard provisions.

Some of the catcher vessels qualified to participate in the Mothership Fleet Cooperative also participate in an inshore cooperative. Regardless of inshore eligibility, however, all catcher vessels qualified to participate in the mothership sector fish under the mothership sector groundfish and PSC sideboards in the directed BSAI cod fishery. Any of the mothership catcher vessels that are “dual qualified” fish under the inshore cooperative sideboards in any groundfish fisheries other than BSAI pollock and cod.

Groundfish and PSC mothership cooperative catch and bycatch in non-pollock BSAI and GOA groundfish fishery information is contained in the tables below. As detailed in these report tables, none of the mothership sector groundfish or PSC sideboard caps were exceeded.

Table 5. Mothership Fleet Cooperative 2003 BSAI Pacific Cod Sideboard Amounts and Actual Landings by Vessel.

Vessel	% of Mothership Sideboard	Cod Sideboard MT	Landed Cod RWE
Aleutian Challenger	3.40%	134	0
Alyeska	1.13%	45	0
Amber Dawn	2.04%	80	0
American Beauty	3.37%	133	0
California Horizon	4.42%	174	0
Mar-Gun	6.62%	261	459
Margaret Lyn	4.15%	164	0
Mark I	14.51%	572	0
Misty Dawn	0.00%	0	0
Nordic Fury	8.56%	337	374
Ocean leader	3.79%	149	0
Oceanic	12.97%	511	150
Pacific Alliance	0.25%	10	0
Pacific Challenger	8.23%	324	848
Pacific Fury	7.95%	313	0
Papado II	0.97%	38	0
Traveler	1.99%	78	707
Vanguard	0.98%	39	0
Vesteraalen	8.09%	319	39
Western Dawn	6.59%	260	98
Total	100%	3,941	2,675

Table 6. Mothership Fleet Cooperative Halibut Bycatch Mortality Sector Allocation and Actual PSC Bycatch Mortality in the 2003 Directed BSAI Pacific Cod Fishery.

Vessel	Halibut Mortality Allocation (MT)	Actual Halibut Mortality (MT)	Chinook	Other salmon	Red king crab	Bairdi	Other Tanner	Herring (MT)
Aleutian Challenger	3.67	0	0	0	0	0	0	0
Alyeska	1.22	0	0	0	0	0	0	0
Amber Dawn	2.20	0	0	0	0	0	0	0
American Beauty	3.64	0	0	0	0	0	0	0
California Horizon	4.77	0	0	0	0	0	0	0
Mar-Gun	7.15	18.47	25	0	0	504	61	0
Margaret Lyn	4.48	0	0	0	0	0	0	0
Mark I	15.67	0	0	0	0	0	0	0
Misty Dawn	0.00	0	0	0	0	0	0	0
Nordic Fury	9.24	0.16	113	0	0	80	0	0
Ocean leader	4.09	0	0	0	0	0	0	0
Oceanic	14.01	3.79	21	0	0	140	18	0
Pacific Alliance	0.27	0	0	0	0	0	0	0
Pacific Challenger	8.89	30.58	62	90	0	1,879	165	0
Pacific Fury	8.59	0	0	0	0	0	0	0
Papado II	1.05	0	0	0	0	0	0	0
Traveler	2.15	14.05	53	0	0	741	55	0
Vanguard	1.06	0	0	0	0	0	0	0
Vesteraalen	8.74	1.16	4	0	0	47	8	0
Western Dawn	7.12	1.66	14	0	0	74	11	0
Total	108	70	292	90	0	3,464	319	0

Table 7. Total Groundfish Catch in 2003 Mothership Fleet Cooperative BSAI Directed Pacific Cod Fishery.

Species	Landed MT	Discarded MT	Total Groundfish MT
Pacific Cod	2,674	18	2,691
Other Flatfish	0	22	22
Arrowtooth Flounder	1	68	69
Flathead Sole	4	32	36
Rock Sole	3	130	133
Yellowfin Sole	0	11	11
Greenland Turbot	0	0	0
Pacific Ocean Perch	0	0	0
Other Species	3	68	71
Other Red Rockfish - BS	0	2	2
Atka Mackerel	0	20	20
Sablefish	0	0	0
Squid	0	0	0
Incidental pollock	129	168	297
TOTAL	2,814	540	3,352

King Crab Fishery

Several of the catcher vessels in the Mothership Fleet Cooperative participated in the October 2003 red king crab fishery. The crab fishery sideboards, however, are managed directly by the inter-cooperative rather than the mothership or inshore sector cooperatives. For this reason, the crab fishery information is included in the inter-cooperative report.

Summary

The Mothership Fleet Cooperative successfully managed all directed harvest and bycatch limits in 2003. In addition to insuring that all harvest limits were observed, the MFC dedicated extensive resources to the reduction of salmon bycatch, which proved to be a formidable challenge to the MFC and the pollock harvesting fleet at large.

Our efforts to reduce salmon bycatch included participation in the intercooperative salmon bycatch reduction agreement, the MFS salmon bycatch avoidance reporting program, and ad hoc efforts on the fishing grounds including increased communications between fishermen and fishing fleets and extensive searches for fishing areas with low salmon bycatch rates. Mothership Fleet Cooperative salmon bycatch avoidance measures will be reviewed by the cooperative members with an aim toward increasing the effectiveness of such measures in 2004.

SECOND AMENDMENT TO MEMBERSHIP AGREEMENT

This SECOND AMENDMENT TO MEMBERSHIP AGREEMENT is entered into as of January 22, 2002 by and among the entities and vessels listed on Exhibit C hereto (the "Members") and MOTHERSHIP FLEET COOPERATIVE, a Washington nonprofit corporation (the "Cooperative"):

RECITALS

A. The Members and the Cooperative are parties to that certain Membership Agreement dated as of January 6, 2000, as amended by that First Amendment to Membership Agreement entered into as of May 31, 2001 (together, the "Membership Agreement").

B. The Members and the Cooperative would like to amend Section 7 of the Membership Agreement to delete any reference to the duration of the membership terms.

AGREEMENT

Now, therefore, the members hereby agree as follows:

1. Deletion of Provision. The third paragraph of Section 7 is deleted in its entirety, so that Section 7 shall read as follows:

7. Term, Termination and Withdrawal. This Agreement shall take effect as of its execution by all Members. The Board of Directors of the Cooperative may terminate this Agreement upon a determination by any government agency of competent jurisdiction or a reasonable determination by the Cooperative Board of Directors that this Agreement violates either State or Federal antitrust or unfair competition law, or unreasonably exposes any Member or the Cooperative to civil anti-trust or unfair competition litigation.

This Agreement shall terminate upon eighty percent (80%) of the Members voting to terminate this Agreement at a duly called, properly noticed membership meeting.

Withdrawal from or termination of this Agreement shall relieve the withdrawing Member (or in the case of termination, all Members) of their obligations under this Agreement, provided that neither withdrawal from nor termination of this Agreement shall relieve any Member of its obligations to pay the damages set forth in Section 5 in connection with a pre-termination overharvest or its liability for a pre-termination violation of any other provision in the Agreement.

2. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Membership Agreement shall be in full force and effect among the undersigned.

3. Counterparts and Fax. This Amendment may be signed in counterparts which, when taken together, shall have the same effectiveness as a fully executed original. Delivery of a signed copy of the Amendment by telefacsimile transmission shall have the effectiveness of delivering a signed original.

ALAKANUK BEAUTY, L.L.C.

By Dale D Peter
Its Representative

AMBER DAWN FISHERIES, LLC

By [Signature]
Its President

EMMONAK LEADER, L.L.C.

By Dale D Peter
Its Representative

FURY GROUP, INC.

By _____
Its _____

GREAT WEST SEAFOODS L.P.

By _____
Its _____

KATAHDIN, INC.

By Dale W. Johnson
Its President

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By Kevin Hall
Its Managing owner

KYDAKA CORPORATION

By Dale W. Johnson
Its President

Signatures continued on page 3

faxed 1/15/02

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ALAKANUK BEAUTY, L.L.C.

By _____
Its _____

AMBER DAWN FISHERIES, LLC.

By _____
Its _____

EMMONAK LEADER, L.L.C.

By _____
Its _____

FURY GROUP, INC.

By Michael H. [Signature]
Its PRESIDENT

GREAT WEST SEAFOODS L.P.

By [Signature]
Its President of the General Partner

KATAHDIN, INC.

By _____
Its _____

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By _____
Its _____

KYDAKA CORPORATION

By _____
Its _____

Signatures continued on page 3

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LANGESATER FISHERIES, INC
REITEN ENTERPRISES, INC
ARRUELA FISHERIES, INC

By *Ernest Langesater*
Its MANAGING PARTNER

MARGUN FISHERIES, INC

By *James McPherson*
Its PRES

MARK I, INC.

By *J. L. Di*
Its President

MEDDAR CORPORATION

By _____
Its _____

POPADO, INC

By *Dean Parker*
Its PRES

SUPREME ALASKA SEAFOODS, INC

By _____
Its _____

VESTERAALEN LLC

By *Ernest H. Bedner*
Its MANAGING MEMBER

WA'ATCH, INC

By *James B. Jones*
Its PRESIDENT

F/V WESTERN DAWN LLC

By *Stan M. Oh*
Its Manager

PACIFIC CHALLENGER

By *Chester T. Peterson*
Chester T. Peterson

TRAVELER

By *Rex Hockema*
Rex Hockema

YUKON DELTA FISHERIES, INC.

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

J. Christopher Garbrick
President

LANGESATER FISHERIES, INC.
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By *Eman Langesater*
Its MANAGING PARTNER

MARGUN FISHERIES, INC.

By *James M. Margun*
Its PRES

MARK I, INC.

By *J. L. Di*
Its President

MEDDAR CORPORATION

By _____
Its _____

POPADO, INC.

By _____
Its _____

SUPREME ALASKA SEAFOODS, INC.

By _____
Its _____

VESTERAALEN LLC

By *Einar H. Odeur*
Its MANAGING MEMBER

WA'ATCH, INC.

By _____
Its _____

F/V WESTERN DAWN LLC

By *Sh. M. Oh*
Its Manager

PACIFIC CHALLENGER

By _____
Chester T. Peterson

*

TRAVELER

By *Rex Hockema*
Rex Hockema

YUKON DELTA FISHERIES, INC.

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

J. Christopher Garbrick
President

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LANGESATER FISHERIES, INC
REITEN ENTERPRISES, INC
ARRUELA FISHERIES, INC

By *Ernest Langesater*
Its MANAGING PARTNER

MARK I, INC

By *J. L. Di*
Its President

POPADO, INC

By _____
Its _____

VESTERAALEN LLC

By *Ernest H. Pedersen*
Its MANAGING MEMBER

F/V WESTERN DAWN LLC

By *John M. Oh*
Its Manager

TRAVELER

By *Rex Hockema*
Rex Hockema

MARGUN FISHERIES, INC

By *James M. [Signature]*
Its PRES

MEDDAR CORPORATION

By _____
Its _____

SUPREME ALASKA SEAFOODS, INC

By _____
Its _____

WA'ATCH, INC

By _____
Its _____

PACIFIC CHALLENGER

By *Chester T. Peterson*
Chester T. Peterson

YUKON DELTA FISHERIES, INC

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

J. Christopher Garbrick
President

LANGESATER FISHERIES, INC.
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By _____
Its _____

MARK I, INC.

By _____
Its _____

POPADO, INC.

By _____
Its _____

VESTERAALEN LLC

By _____
Its _____

F/V WESTERN DAWN LLC

By _____
Its _____

TRAVELER

By _____
Rex Hockema

MARGUN FISHERIES, INC.

By _____
Its _____

MEDDAR CORPORATION

By _____
Its *Pres.*

SUPREME ALASKA SEAFOODS, INC.

By _____
Its *President*

WA'ATCH, INC.

By _____
Its _____

PACIFIC CHALLENGER

By _____
Chester T. Peterson

YUKON DELTA FISHERIES, INC.

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

J. Christopher Garbrick
President

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LANGESATER FISHERIES, INC
REITEN ENTERPRISES, INC
ARRUELA FISHERIES, INC

By Ernest Langesater
Its MANAGING PARTNER

MARGLIN FISHERIES, INC

By James M. Marglin
Its PRES

MARK I, INC

By J. L. Di
Its President

MEDDAR CORPORATION

By _____
Its _____

POPADO, INC

By Dean Parker
Its PRES

SUPREME ALASKA SEAFOODS, INC

By _____
Its _____

VESTERAALEN LLC

By Ernest H. Vester
Its MANAGING MEMBER

WAATCH, INC

By James P. Waatch
Its PRESIDENT

F/V WESTERN DAWN LLC

By Wm. M. Oh
Its Manager

PACIFIC CHALLENGER

By Chester T. Peterson
Chester T. Peterson

TRAVELER

By Rex Hockema
Rex Hockema

YUKON DELTA FISHERIES, INC

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

J. Christopher Garbrick
J. Christopher Garbrick
President

EXHIBIT C

MOTHERSHIP FLEET COOPERATIVE

BERING SEA/ALEUTIAN ISLANDS POLLOCK FISHERY
HARVEST SCHEDULE

MEMBER	VESSEL(S)	PERCENTAGE OF "ALLOCATION"
Alakanuk Beauty L.L.C.	AMERICAN BEAUTY	6.000%
Amber Dawn Fisheries, L.L.C.	AMBER DAWN	5.225%
Emmonak Leader L.L.C.	OCEAN LEADER	6.000%
Fury Group, Inc.	NORDIC FURY PACIFIC FURY	6.177% 5.889%
Great West Seafoods L.P.	MARGARET LYN	5.643%
Katahdin, Inc.	MISTY DAWN	3.569%
King and Winge, Inc. Futura Fisheries, Inc.	VANGUARD	5.360%
Kydaka Corporation	CALIFORNIA HORIZON	3.786%
Langesater Fisheries, Inc. Reiten Enterprises, Inc. Arruela Fisheries, Inc.	OCEANIC	7.038%
MarGun Fisheries, Inc.	MAR-GUN	6.251%
Mark I, Inc.	MARK I	6.251%
Meddar Corporation	ALEUTIAN CHALLENGER	4.925%
Popado, Inc.	PAPADO II	2.953%

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F/V Western Dawn LLC	WESTERN DAWN	4.150%
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