



NATURAL RESOURCES CONSULTANTS, INC.

1900 WEST NICKERSON STREET, SUITE 207
SEATTLE, WASHINGTON 98119, U.S.A.
TELEPHONE: (206) 285-3480
FAX: (206) 283-8263
EMAIL: nrc@nrccorp.com

RECEIVED

JAN 31 2001

N.P.F.M.C

January 31, 2001

Mr. Chris Oliver
Acting Executive Director
North Pacific Fisheries Management Council
605 West 4th, Suite 306
Anchorage, Alaska 99501-2252

RE: Final Coop Report

Dear Chris,

Enclosed is one copy of the document "Final Report of the Unisea Fleet Cooperative Year 2000," dated January 31, 2001 which is submitted in compliance with American Fisheries Act requirements.

Thanks for your guidance.

Sincerely,

NATURAL RESOURCES CONSULTANTS, INC.

Steven E. Hughes
President

SEH:seg

**FINAL REPORT OF THE
UNISEA FLEET COOPERATIVE
YEAR 2000**

**Presented to the
North Pacific Fishery Management Council
January 31, 2001**

TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
UFC Member Vessels	2
UFC Membership Agreement	3
UFC Operations	5
INTER-COOPERATIVE OPERATIONS.....	7
UFC BERING SEA POLLOCK ALLOCATION TRANSFERS AND CATCH	8
Allocations.....	8
Within Cooperative Transfers.....	9
UFC Bering Sea Directed Pollock Catch	10
Outside UniSea Processor Deliveries	10
UFC SIDEBOARD LIMITATIONS AND CATCHES.....	11
UFC Sideboard Directed Bering Sea Cod Fishery	12
UFC Sideboard Gulf Pollock and Cod Fishery	12
UFC Sideboard Directed Bering Sea Crab Fisheries.....	13
Catches by AFA Exempt Member Vessels.....	13
UFC PROHIBITED SPECIES CATCH TOTALS, 2000	14
UFC MONITORING AND ENFORCEMENT.....	14
EXHIBITS	
ATTACHMENTS	

LIST OF EXHIBITS

- Exhibit 1. Schematic of UniSea Fleet Cooperative Operations, year 2000.
- Exhibit 2. UniSea Fleet Cooperative member vessel initial pollock allocations expressed as a percentage of the co-op total, as a percentage of the Bering Sea directed pollock fishery, and in metric tons for the year 2000.
- Exhibit 3. UniSea Fleet Cooperative year 2000 Bering Sea pollock allocations after purchase of F/V *Pacific Monarch*.
- Exhibit 4. UniSea Fleet Cooperative member vessel final Bering Sea directed pollock allocations for the year 2000.
- Exhibit 5. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea pollock catches with final allocations, year 2000.
- Exhibit 6. Directed pollock fishing catch and bycatch and PSC's for the UniSea Fleet Cooperative member vessels, year 2000.
- Exhibit 7. UniSea Fleet Cooperative member vessel delivery of Bering Sea pollock to non-affiliated inshore processor, year 2000.
- Exhibit 8. Sideboard limits and aggregate catch for the UniSea Fleet Cooperative member vessels, year 2000.
- Exhibit 9. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea Pacific cod catches with final allocations, year 2000.
- Exhibit 10. Directed Pacific cod fishing catch and bycatch for the UniSea Fleet Cooperative member vessels, year 2000.
- Exhibit 11. Transfers of UniSea Fleet Cooperative Gulf of Alaska pollock sideboard limits to other catcher vessel co-ops, year 2000.
- Exhibit 12. Directed crab fishing landed catch by UniSea Fleet Cooperative member vessels which were qualified to harvest Bering Sea crab.
- Exhibit 13. UniSea Fleet Cooperative vessel-by-vessel prohibited species catch, year 2000.

**FINAL REPORT OF THE
UNISEA FLEET COOPERATIVE**

YEAR 2000

**Presented to the
North Pacific Fishery Management Council
January 31, 2001**

INTRODUCTION

UniSea Fleet Cooperative (UFC) is pleased to submit this document to the North Pacific Fishery Management Council (NPFMC) in compliance with annual reporting requirements of the American Fisheries Act (AFA) of 1998. In year 2000, the "UniSea fleet" of 14 Bering Sea pollock catcher trawlers first became eligible to operate, and did operate, under the AFA cooperative structure with associated co-op agreements and regulations.

In this document and with further guidance by the NPFMC on AFA reporting recommendations (Attachment 1) we have provided details of the UFC formation, member vessels, descriptions of UFC's actions taken to monitor and enforce the compliance of year 2000 catches with year 2000 allocations, vessel-by-vessel allocations, transfers, their actual catch of directed Bering Sea pollock, their catch of sideboard species and their catch of prohibited species.

UFC Member Vessels

The membership agreement of the UniSea Fleet Cooperative, a Washington non-profit corporation, was signed December 14, 1999, by seven individual members representing 14 catcher vessels.

UFC member owners and their vessels are:

Margaret Hall, General Manager, Rondy's, Inc.

- F/V *Alsea* 124 ft LOA
- F/V *Argosy* 124 ft LOA

Reidar Tynes, President, Tynes Enterprises, Inc.

- F/V *American Eagle* 120 ft LOA

Jeff Hendricks, Manager, Auriga/Aurora General Partnership

- F/V *Auriga* 193 ft LOA
- F/V *Aurora* 193 ft LOA

Barry Ohai, Manager, F/V *Defender* Limited Partnership

- F/V *Defender* 195 ft LOA

Barry Ohai, Authorized Agent, Pacmon LLC

- F/V *Pacific Monarch* 165 ft LOA

Gunnar Ildhuso, Jr., President, Ildhuso Fisheries, Inc.

- *F/V Gun-Mar* 164 ft LOA

Cary Swasand, President, Aleutian Spray Fisheries, Inc.

- *F/V Starfish* 123 ft LOA
- *F/V Starlite* 123 ft LOA
- *F/V Starward* 123 ft LOA

Cary Swasand, Blue Boat Corporation

- *F/V Nordic Star* 123 ft LOA

Cary Swasand, *F/V Arctic Wind* LLC

- *F/V Arctic Wind* 123 ft LOA

Fred Yeck, President, FY Fisheries, Inc.

- *F/V Sea Dawn* 124 ft LOA

UFC Membership Agreement

Owners of the 14 member vessels, which signed the UFC on December 14, 1999, had a long history of working together and with their affiliated UniSea processing plant, located in Dutch Harbor, Alaska. The UFC membership agreement (Attachment 2) was prepared with the stated purposes of enabling member vessels, all of which were AFA qualified under section 210(b)(1) of

that Act, to participate in a fishery cooperative delivering pollock to their affiliated UniSea plant during the year 2000. The members' guiding principle in preparation of their co-op agreement was that each member could harvest the quantities of allocations which they brought to the Co-op by their qualifying history plus transfers – but no more.

To meet this guiding principle the membership agreement was prepared to provide that:

- UFC receive a Bering Sea directed pollock fishing allowance or “allocation” under provisions of the AFA.
- Each UFC member vessel the right to harvest a certain percentage of the UFC allocation under stated rules.
- Member vessels formulate and agree to a harvesting plan for Bering Sea pollock, Bering Sea cod and other directed groundfish species in the Bering Sea/Aleutian Islands (BS/AI) and the Gulf of Alaska.
- Each and every member vessel share in the reporting of catch information relative to their allocations and that they agree to specific rules detailing their compliance to all management measures including new regulations on pollock allocations in Stellar sea lion critical habitat.

- Member vessels subject themselves by agreement to catch monitoring, as well as means of enforcing allocations and assessing monetary catch forfeiture and restrictions on further fishing if allocations were exceeded.

UFC Operations

The UFC operated, during year 2000, through the coordinated efforts of five private entities plus the NMFS. The five private entities were:

- UniSea Fleet Cooperative Headquarters
 - Jeff Hendicks, President
 - Barry Ohai, Vice President
 - Gunnar Ildhuso, Secretary/Treasurer
 - Fred Yeck, First Alternate UFC Delegate to the inter-cooperative
 - Gunnar Ildhuso, Second Alternate UFC Delegate to the inter-cooperative
- UFC Member Vessels
- UniSea Plant, Dutch Harbor, Alaska
 - Pete Malone, Coordinator

- Sea State
 - Carl Halflinger

- Inter-Cooperative
 - John Gruver, Manager

Exhibit 1 provides a flow diagram of UFC coordinated operations with key functions of each of the five components. The following narrative summarizes details of the UFC operations and tasks which were involved in allocations, transfers, catch reporting and compliance monitoring.

The UniSea Fleet Cooperative was headquartered in Seattle, Washington, at the offices of its general counsel, Mr. Joe Sullivan of Mundt MacGregor LLC. General counsel maintains the original minute book, corporate documents and regulatory applications. Ms. Dyann Provenzano of Puget Sound Accounting, Seattle, Washington, maintains a duplicate minute book and the financial records. Jeff Hendricks served as president and was assisted by vice president, Barry Ohai and secretary/treasurer, Gunnar Ildhuso. UFC members organized board of directors¹ meetings, determined initial Bering Sea pollock member vessel allocations within the Co-op, generated fishing plans and approved/disapproved transfers. UFC headquarters exchanged daily or weekly information with Co-op members, with the UniSea plant

¹ All UFC members were board of directors members.

coordinator and with the inter-cooperative manager.

Co-op member vessels operated within the UFC fishing plan and worked directly with the UniSea plant coordinator on catch reporting, allocation tracking and compliance monitoring. The UniSea plant coordinator built, maintained and continually updated the UFC core database management system for Bering Sea pollock, BS/AI cod and halibut bycatch in the cod fishery. Daily updates and weekly summaries were routinely provided to UFC members by the UniSea plant coordinator. Attachment 3 provides key data update forms used by UFC in the catch tracking and monitoring process.

Sea State received the NMFS observer data reporting member vessel catches and summarized those catches relative to allocations in coordination with the inter-cooperative manager. The inter-cooperative manager in turn, together with Sea State dealt extensively with management and tracking of sideboard fisheries plus PSCs to insure that inter-cooperative allocations were not exceeded and that transfers were accomplished between co-ops.

INTER-COOPERATIVE OPERATIONS

The operations of the inter-cooperative to allocate sideboard species to individual co-ops and to monitor usage against allocations was made possible by the inter-cooperative agreement. This agreement was signed January 19, 2000, by all nine of the catcher vessel co-ops. The inter-cooperative agreement (Attachment 2) was administered by John Gruver, headquartered at

the United Catcher Boats' office, in Seattle. Mr. Gruver's work, during year 2000, resulted in successful sideboard allocations, transfers between co-ops and compliance monitoring on a daily basis. Detailed results of the operations of the inter-cooperative have been separately reported to the NPFMC as part of the AFA co-op reporting requirements.

UFC BERING SEA POLLOCK ALLOCATION TRANSFERS AND CATCH

Allocations

The NMFS in compliance with the AFA determined from official catch records that the 14 vessels in the UFC were to receive 12.04% of the Bering Sea directed pollock fishery's total allowable catch. For year 2000, the UFC Bering Sea pollock allocation totaled 118,368 mt after final adjustments to the reserve of pollock set aside for incidental pollock catches in other ground fisheries.²

Within the UFC, the board of directors determined a harvest schedule or allocation at the vessel level to distribute the 12.04% allocation among their members. The results of the UFC vessel-by-vessel allocation of Bering Sea pollock is provided in Exhibit 2 and expressed as a percentage of the UniSea

² The Bering Sea "directed pollock fishery" equals the total allowable catch less 10% for western Alaska Community Development Quota, less an additional reserve set-aside for incidental pollock catch in other groundfish fisheries. The set-aside may be and typically is adjusted within the given year based upon actual incidental pollock catches.

Co-op total, as a percentage of the directed pollock fishery, and in metric tons for the year 2000.

Within Cooperative Transfers

Prior to the beginning of the year 2000 Bering Sea pollock fishery, 11 member vessels of the UniSea Co-op purchased member vessel *Pacific Monarch*, retired *Pacific Monarch* from the fishery and divided up the *Pacific Monarch's* Bering Sea pollock and cod allocations. Exhibit 3 summarizes the results of the *Pacific Monarch* pollock allocation transfers resulting in reduction of the fleet by one vessel and upwardly adjusting pollock allocations to 11 of the remaining 13 vessels.

During the 2000 fishery, in-season pollock transfers also occurred between member vessels within the Co-op. These in-season transfers also adjusted allocations up and down as detailed in Exhibit 4. The transfer adjusted member allocations are the final allocations against which catches were managed during the season.

UFC Bering Sea Directed Pollock Catch

The UFC Bering Sea directed pollock catch for year 2000 totaled 118,101 mt or 267 mt less than the 118,368 mt allocated at the co-op level. Exhibit 5 provides the vessel-by-vessel Bering Sea directed pollock catch with noted differences between vessels' final allocation and their catch.

Exhibit 6 presents the UniSea Co-op vessel-by-vessel catches of other groundfish harvested during the Bering Sea directed pollock fishery as well as their associated prohibited species catches (halibut, herring, salmon and crab). Pollock comprised 99.3% of the directed pollock plus other groundfish catch. Prohibited species limits in the Bering Sea directed pollock fishery were not assigned to the individual co-ops, but rather were monitored at the inter-cooperative level.

Outside UniSea Processor Deliveries

The AFA (Section (210)(b)(6)) provided that up to 10% of the Bering Sea directed pollock catch within a co-op could be delivered to processors other than the co-op's affiliated processor.

In 2000, a total of 19 UFC deliveries of Bering Sea pollock were made to qualified processors other than UniSea by five UFC member vessels (Exhibit 7). These 19 deliveries totaled 4,112.7 mt and represented 3.48% of the UFC directed pollock catch – well below the AFA 10% limit.

UFC SIDEBOARD LIMITATIONS AND CATCHES

AFA qualified catcher vessels were required to take measures to prevent their vessels in co-op aggregate from exceeding their traditional harvest levels in fisheries other than Bering Sea pollock – “the sideboard fisheries.” Potential sideboard fisheries consisted of BS/AI cod and other groundfish, Gulf of Alaska pollock, other Gulf groundfish and Bering Sea crab. In order to comprehensively manage catcher vessel sideboard fisheries, each of the nine catcher vessel cooperatives became party to the inter-cooperative agreement and hired an inter-cooperative manager.

The management of sideboard limitations began with NMFS determination of AFA catcher vessel aggregate sideboard limits by area/species based upon each vessel’s proven and qualified catch history. The inter-cooperative then determined and distributed sideboard limits to each cooperative. Each cooperative in turn distributed its limits to individual members and member vessels for their directed fisheries and for management of halibut bycatch in the Bering Sea directed cod fishery. The inter-cooperative facilitated transfers between cooperatives and monitored catches for compliance with allocation.

Exhibit 8 presents the UFC aggregate sideboard allocations, inter-cooperative transfers and catches by area/species for year 2000. The UFC groundfish sideboard catches were, in every case, managed to levels below their

respective sideboard limits. In aggregate, sideboard catches were only 5,249 mt relative to the 13,238 mt limit. BS/AI cod was UFC's only sideboard directed groundfish fishery.

UFC Sideboard Directed Bering Sea Cod Fishery

UFC member vessels' primary sideboard fishery was BS/AI cod. All 14 UFC vessels received initial Bering Sea cod allocations. After these initial cod allocations were adjusted for the F/V *Pacific Monarch* sale and within Co-op transfers, the UFC Co-op's Bering Sea cod sideboard directed Bering Sea cod limit totaled 4,906 mt distributed among 12 member vessels. Relative to this allocation, the member vessels' directed BS/AI cod catch totaled 4,832 mt or about 74 mt below the Co-op limit (Exhibit 9). Exhibit 10 provides the vessel-by-vessel directed cod catch together with the other groundfish landed catch and prohibited species bycatch which occurred from the UFC BS/AI directed cod fishery. Cod comprised 82.4% of the directed cod plus other groundfish landed catch. As also shown in Exhibit 10, the actual halibut bycatch mortality in the Bering Sea directed cod fishery totaled 51 mt relative to 113.95 mt assigned to this fishery as a sideboard limit.

UFC Sideboard Gulf Pollock and Cod Fishery

UFC member vessels received 4,322 mt of Gulf pollock sideboard, however, no UFC vessels conducted a directed Gulf pollock fishery. UFC did transfer

1,474 mt of Gulf pollock sideboard to catcher vessels in other co-ops (Exhibit 11).

One member vessel conducted a small volume Western Gulf cod fishery. That vessel (*Nordic Star*) completed two trips and landed a total of 216 mt of cod relative to the Co-op's Western Gulf cod sideboard limit of 361 mt (201 mt sideboard limit, plus 160 mt transfer from the Unalaska Co-op).

UFC Sideboard Directed Bering Sea Crab Fisheries

Eight vessels of the UFC 14 vessel fleet which were License Limitation Program (LLP) qualified to harvest Bristol Bay red king crab participated in the year 2000 Bristol Bay red king crab fishery. In addition, three LLP qualified Co-op member vessels also fished *opilio* Tanner crab.

UFC member vessel directed crab catches are presented in Exhibit 12 by vessel and totaled 231,784 pounds of red king crab and 401,566 pounds of *opilio* Tanner crab.

Catches by AFA Exempt Member Vessels

The UFC members included no vessels with AFA exempt status.

UFC PROHIBITED SPECIES CATCH TOTALS, 2000

Exhibit 13 presents the UFC vessel-by-vessel prohibited species catches (PSCs) for year 2000. The PSCs are habitat mortality, herring, Bristol Bay red king crab, *bairdi* Tanner crab, other Tanner crab, chinook salmon and other salmon.

UFC MONITORING AND ENFORCEMENT

The earlier described procedures to monitor individual catcher vessels within Co-ops and to monitor Co-op aggregate sideboard catches proved effective. Every UFC member's directed Bering Sea pollock catch was at or below their allocation. Similarly, at the aggregate level, all sideboard catches were at or below allocation.

The UFC members' guiding principle of "you take out what you bring in, but no more" was adhered to. With this result, no enforcement actions were necessary.

Exhibit 1. Schematic of UniSea Fleet Cooperative Operations, year 2000.

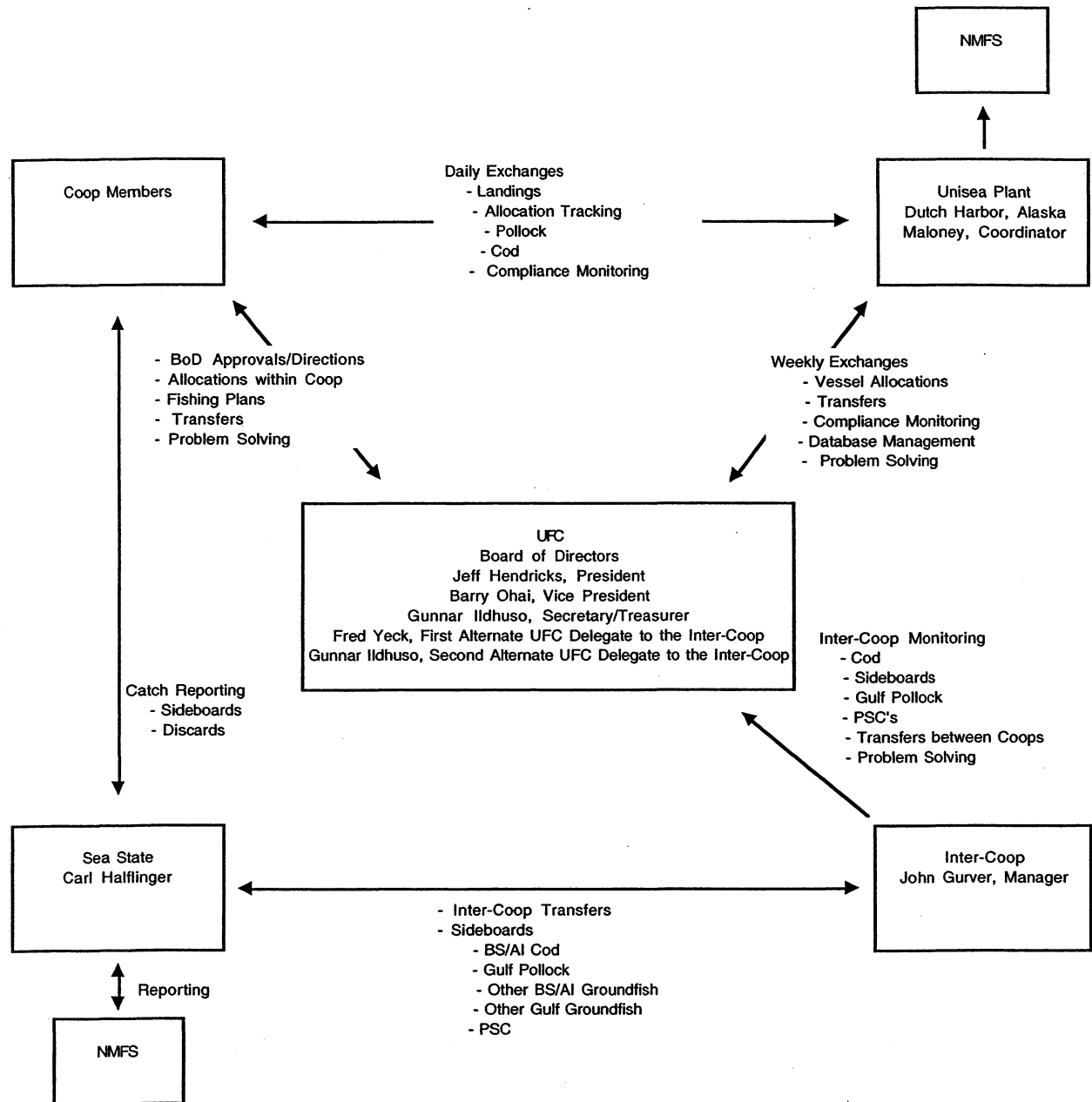


Exhibit 2. UniSea Fleet Cooperative member vessel initial pollock allocations expressed as a percentage of the co-op total, as a percentage of the Bering Sea directed pollock fishery, and in metric tons for the year 2000.

Company Name	Member Vessels	Initial Pollock Allocations		
		% Co-op Allocation	% Directed Pollock Fishery	Year 2000 Allocation (mt)
Rondys, Inc.	Alsea	6.59%	0.79%	7,800.451
Rondys, Inc.	Argosy	6.47%	0.78%	7,658.410
Tynes Enterprises, Inc.	American Eagle	4.23%	0.51%	5,006.966
F/V Arctic Wind LLC	Arctic Wind	4.37%	0.53%	5,172.682
Aurora/Auriga General Partnership	Auriga	11.54%	1.39%	13,659.667
Aurora/Auriga General Partnership	Aurora	13.00%	1.57%	15,387.840
F/V Defender Limited Partnership	Defender	13.71%	1.65%	16,228.253
Ildhuso Fisheries, Inc.	GunMar	8.79%	1.06%	10,404.547
Blue Boat Corporation	Nordic Star	4.00%	0.48%	4,734.720
Aleutian Spray Fisheries, Inc.	Starfish	5.89%	0.71%	6,971.875
Aleutian Spray Fisheries, Inc.	Starlite	4.85%	0.58%	5,740.848
Aleutian Spray Fisheries, Inc.	Starward	4.76%	0.57%	5,634.317
FY Fisheries, Inc.	Seadawn	5.48%	0.66%	6,486.566
PacMon LLC	Pacific Monarch	6.32%	0.76%	7,480.858
Co-op Total		100.00%	12.04%	118,368.000

Exhibit 3. UniSea Fleet Cooperative year 2000 Bering Sea pollock allocations after purchase of F/V *Pacific Monarch*.

Total Season Allocation:		Initial	PacMon	Pacific Monarch	
118,368		% Co-op	Pollock Allocation	Adjusted Pollock	Allocation
Company Name	Member Vessels	Allocation	Transfer ¹	Percent	Metric Tons
Rondys, Inc.	Alesea	6.59%	0.50%	7.09%	8,390.023
Rondys, Inc.	Argosy	6.47%	0.49%	6.96%	8,236.824
Tynes Enterprises, Inc.	American Eagle	4.23%	0.32%	4.55%	5,384.960
F/V Arctic Wind LLC	Arctic Wind	4.37%	0.00%	4.37%	5,172.682
Aurora/Auriga General Partnership	Auriga	11.54%	0.87%	12.41%	14,689.474
Aurora/Auriga General Partnership	Aurora	13.00%	0.98%	13.98%	16,547.902
F/V Defender Limited Partnership	Defender	13.71%	1.03%	14.74%	17,450.020
Ildhuso Fisheries, Inc.	GunMar	8.79%	0.66%	9.45%	11,187.694
Blue Boat Corporation	Nordic Star	4.00%	0.30%	4.30%	5,090.941
Aleutian Spray Fisheries, Inc.	Starfish	5.89%	0.44%	6.33%	7,495.589
Aleutian Spray Fisheries, Inc.	Starlite	4.85%	0.37%	5.22%	6,175.698
Aleutian Spray Fisheries, Inc.	Starward	4.76%	0.36%	5.12%	6,059.627
FY Fisheries, Inc.	Seadawn	5.48%	0.00%	5.48%	6,486.566
PacMon LLC	Pacific Monarch	6.32%	-6.32%	0.00%	0.000
Co-op Total		100.00%	0.00%	100.00%	118,368.000

* UFC Adjusted Percentages of Pollock Allocation are slightly different due to rounding. Seasonal differences account for accurate adjusted allocations above.

¹ Distribution of Pacific Monarch pollock allocation among 11 member vessels was consistent with the member vessels' purchase of Pacific Monarch.

Exhibit 4. UniSea Fleet Cooperative member vessel final Bering Sea directed pollock allocations for the year 2000.

Pollock Transfers & Final Allocation		UFC Adjusted Pacific Monarch Pollock Allocation (mt)	Within Co-op Net Transfer In & Out (mt)	Final Pollock Allocation (mt)
Company Name	Member Vessels			
Rondys, Inc.	Alsea	8,390.023	76.217	8,466.240
Rondys, Inc.	Argosy	8,236.824	47.654	8,284.478
Tynes Enterprises, Inc.	American Eagle	5,384.960	-57.184	5,327.776
F/V Arctic Wind LLC	Arctic Wind	5,172.682	629.517	5,802.199
Aurora/Auriga General Partnership	Auriga	14,689.474	-64.733	14,624.741
Aurora/Auriga General Partnership	Aurora	16,547.902	114.043	16,661.945
F/V Defender Limited Partnership	Defender	17,450.020	-180.482	17,269.538
Ildhuso Fisheries, Inc.	GunMar	11,187.694	-42.386	11,145.308
Blue Boat Corporation	Nordic Star	5,090.941	-679.735	4,411.206
Aleutian Spray Fisheries, Inc.	Starfish	7,495.589	196.761	7,692.350
Aleutian Spray Fisheries, Inc.	Starlite	6,175.698	-159.669	6,016.029
Aleutian Spray Fisheries, Inc.	Starward	6,059.627	124.444	6,184.071
FY Fisheries, Inc.	Seadawn	6,486.566	-4.447	6,482.119
PacMon LLC	Pacific Monarch	0	0	0
Co-op Totals		118,368.000	0.000	118,368.000

Exhibit 5. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea pollock catches with final allocations, year 2000.

Pollock Allocation v. Catch Unisea Co-op Vessels, BS 2000		Final Pollock Allocation (mt)	Directed Bering Sea Pollock Catch by Vessel (mt)	Difference Over (+) Under (-)
Company Name	Member Vessels			
Rondys, Inc.	Alsa	8,466.240	8,457.901	-8.339
Rondys, Inc.	Argosy	8,284.478	8,223.710	-60.768
Tynes Enterprises, Inc.	American Eagle	5,327.776	5,317.469	-10.307
F/V Arctic Wind LLC	Arctic Wind	5,802.199	5,796.203	-5.996
Aurora/Auriga General Partnership	Auriga	14,624.741	14,608.857	-15.884
Aurora/Auriga General Partnership	Aurora	16,661.945	16,629.493	-32.452
F/V Defender Limited Partnership	Defender	17,269.538	17,252.262	-17.276
Ildhuso Fisheries, Inc.	GunMar	11,145.308	11,129.088	-16.220
Blue Boat Corporation	Nordic Star	4,411.206	4,436.101	24.895
Aleutian Spray Fisheries, Inc.	Starfish	7,692.350	7,680.342	-12.008
Aleutian Spray Fisheries, Inc.	Starlite	6,016.029	5,930.848	-85.181
Aleutian Spray Fisheries, Inc.	Starward	6,184.071	6,163.105	-20.966
FY Fisheries, Inc.	Seadawn	6,482.119	6,475.595	-6.524
PacMon LLC	Pacific Monarch	0	0.000	0.000
Co-op Totals		118,368.000	118,100.972	-267.028

Note: Catch totals from Seastate data

Exhibit 6. Directed pollock fishing catch and bycatch and PSC's for the UniSea Fleet Cooperative member vessels, year 2000.

Company Name	Member Vessels	Directed Bering Sea Pollock Landed		Other Groundfish Catch (mt)	Hailbut		Herring Catch (mt)	Red King Crab (#)	bairdi		Other		Chinook Salmon (#)	Other Salmon (#)
		Catch (mt)	Pollock Landed		Catch (mt)	Mortality			Tanner Crab (#)	Tanner Crab (#)	Tanner Crab (#)	Salmon (#)		
Rondys, Inc.	Aisea	8,458		56	1	7	1	1	1	4	4	31	421	
Rondys, Inc.	Argosy	8,224		62	1	5	1	1	5	4	4	29	355	
Tynes Enterprises, Inc.	American Eagle	5,317		48	0	7	2	2	7	3	3	12	764	
FV Arctic Wind LLC	Arctic Wind	5,796		39	0	6	2	2	7	4	4	12	980	
Aurora/Auriga General Partnership	Auriga	14,609		106	1	13	4	4	5	8	8	41	1,578	
Aurora/Auriga General Partnership	Aurora	16,629		122	1	17	5	5	7	8	8	53	1,497	
FV Defender Limited Partnership	Defender	17,252		94	1	13	2	2	3	10	10	47	1,823	
Ildhuso Fisheries, Inc.	GunMar	11,129		40	1	16	3	3	14	6	6	21	1,155	
Blue Boat Corporation	Nordic Star	4,436		26	0	4	1	1	11	3	3	8	504	
Aleutian Spray Fisheries, Inc.	Starfish	7,680		56	1	7	1	1	16	4	4	22	823	
Aleutian Spray Fisheries, Inc.	Starlite	5,931		39	1	7	2	2	12	4	4	14	800	
Aleutian Spray Fisheries, Inc.	Starward	6,163		41	1	6	2	2	16	3	3	17	548	
FY Fisheries, Inc.	Seadawn	6,476		34	0	6	1	1	3	3	3	14	633	
PacMon LLC		0		0	0	0	0	0	0	0	0	0	0	0
Co-op Totals		118,101		763	9	114	27	27	107	64	64	321	11,881	

Note: Catch totals from Seastate data

Exhibit 7. UniSea Fleet Cooperative member vessel delivery of Bering Sea pollock to non-affiliated inshore processor, year 2000.

Pollock Transfers Outside the Co-op

Company Name	Transfer From	Transfer To	Transfer Amount (mt)	% Coop Total
F/V Arctic Wind LLC	Arctic Wind	M/V Northern Victor	240.040	0.20%
F/V Arctic Wind LLC	Arctic Wind	Westward Seafoods	3,173.945	2.68%
Blue Boat Corporation	Nordic Star	Westward Seafoods	364.726	0.31%
Aleutian Spray Fisheries, Inc.	Starlite	Trident Seafoods	93.718	0.08%
Aleutian Spray Fisheries, Inc.	Starward	Alyeska Seafoods	240.290	0.20%
Transfer Totals			4,112.719	3.475%

Exhibit 8. Sideboard limits and aggregate catch for the UniSea Fleet Cooperative member vessels, year 2000.

Species/Area	Initial UFC	Inter-Co-op	Final Sideboard	Co-op Catch (mt)	Difference
	Sideboard Limit (mt)	Sideboard Transfer (mt)	Limit (mt)		Over "+" (mt) Under "-" (mt)
BSAI Pacific cod	4,906	0	4,906	4,832	-74
BSAI yellowfin sole	3,479	0	3,479	54	-3,425
BSAI rock sole	330	0	330	15	-315
Western GOA Pacific cod	201	160	361	347	-14
Central GOA Pacific cod	0	0	0	0	0
Area 610 "A" season pollock	876	0	876	0	-876
Area 620 "A" season pollock	0	0	0	0	0
Area 630 "A" season pollock	38	0	38	0	-38
Shelikof "A" season pollock	247	-72	175	0	-175
Area 610 "B" season pollock	438	0	438	0	-438
Area 620 "B" season pollock	0	0	0	0	0
Area 630 "B" season pollock	19	0	19	0	-19
Shelikof "B" season pollock	123	-123	0	0	0
Area 610 "C" season pollock	1,344	-500	844	0	-844
Area 620 "C" season pollock	0	0	0	0	0
Area 630 "C" season pollock	64	0	64	0	-64
Area 610 "D" season pollock	1,120	-779	341	0	-341
Area 620 "D" season pollock	0	0	0	0	0
Area 630 "D" season pollock	53	0	53	0	-53
WGOA shallow-water flatfish	0	0	0	0	0
CGOA shallow-water flatfish	0	0	0	0	0
EGOA shallow-water flatfish	0	0	0	0	0
CGOA deep-water flatfish	0	0	0	0	0
CGOA northern rockfish	0	0	0	0	0
CGOA Pacific ocean perch	0	0	0	0	0
EGOA Pacific ocean perch	0	0	0	0	0
Co-op All Species Sideboard Total	13,238	-1,314	11,924	5,249	-6,675
PSC limited halibut for Bering Sea Directed cod fishery	114			59	

Note: Catch totals from Seastate data

Exhibit 9. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea Pacific cod catches with final allocations, year 2000.

Company Name	Member Vessels	Initial		Pacific Monarch Cod Allocation (mt)	UFC PacMon Adjusted Cod Allocation (mt)	UFC Transfers In (+), Out (-) (mt)	UFC Final Adjusted Cod Allocation (mt)	Directed Bering Sea Cod Catch by Vessel (mt)	Difference	
		Co-op Cod Allocation (mt)	Monarch Cod Allocation (mt)						Over (+)	Under (-)
Rondys, Inc.	Aisea	89	30	119	0	-119	0	0	0	0
Rondys, Inc.	Argosy	271	30	301	336	35	336	335	0	0
Tynes Enterprises, Inc.	American Eagle	455	19	475	475	0	475	426	-49	-49
F/V Arctic Wind LLC	Arctic Wind	454	0	454	283	-171	283	230	-53	-53
Aurora/Auriga General Partnership	Auriga	51	53	104	104	0	104	6	-97	-97
Aurora/Auriga General Partnership	Aurora	93	59	152	152	0	152	7	-145	-145
F/V Defender Limited Partnership	Defender	78	62	140	9	-131	9	9	0	0
Ildhuso Fisheries, Inc.	GunMar	256	40	296	296	0	296	300	3	3
Blue Boat Corporation	Nordic Star	419	18	437	609	171	609	728	119	119
Aleutian Spray Fisheries, Inc.	Starfish	519	27	545	621	76	621	716	94	94
Aleutian Spray Fisheries, Inc.	Starlite	485	22	507	563	56	563	689	126	126
Aleutian Spray Fisheries, Inc.	Starward	715	22	737	737	0	737	730	-7	-7
FY Fisheries, Inc.	Seadawn	638	0	638	722	84	722	657	-66	-66
PacMon LLC	Pacific Monarch	383	-383	0	0	0	0	0	0	0
Co-op Total		4,906	0	4,906	4,906	0	4,906	4,832	-74	-74

Note: Catch totals from Seastate data

Exhibit 10. Directed Pacific cod fishing catch and bycatch for the UniSea Fleet Cooperative member vessels, year 2000.

Company Name	Member Vessels	Directed Bering Sea		Other Groundfish Catch (mt)	Halibut		Herring Catch (mt)	Red King Crab (#)	bairdi		Other Tanner Crab (#)	Chinook Salmon (#)		Other Salmon (#)
		Pacific cod Landed Catch (mt)	Sea		Mortality	Catch (mt)			Tanner Crab (#)	Crab (#)		Salmon (#)	Salmon (#)	
Rondys, Inc.	Aisea	0		0	0	0	0	0	0	0	0	0	0	0
Rondys, Inc.	Argosy	335		47	4	4	0	0	163	31	4	4	2	2
Tynes Enterprises, Inc.	American Eagle	426		70	4	4	0	4	34	46	3	3	4	4
FV Arctic Wind LLC	Arctic Wind	230		28	2	2	0	0	7	4	2	2	3	3
Aurora/Auriga General Partnership	Auriga	6		6	0	0	0	0	6	4	0	0	0	0
Aurora/Auriga General Partnership	Aurora	7		8	0	0	0	0	4	15	1	1	0	0
FV Defender Limited Partnership	Defender	9		2	0	0	0	0	9	2	0	0	0	0
Ildhuso Fisheries, Inc.	GunMar	300		20	1	1	0	0	104	8	3	3	0	0
Blue Boat Corporation	Nordic Star	728		167	8	8	0	9	280	410	14	14	5	5
Aleutian Spray Fisheries, Inc.	Starfish	716		182	9	9	0	11	423	490	14	14	1	1
Aleutian Spray Fisheries, Inc.	Starlite	689		173	7	7	0	10	274	411	10	10	3	3
Aleutian Spray Fisheries, Inc.	Starward	730		167	8	8	0	9	272	392	15	15	3	3
FY Fisheries, Inc.	Seadawn	657		161	8	8	0	6	316	394	14	14	5	5
PacMon LLC	Pacific Monarch	0		0	0	0	0	0	0	0	0	0	0	0
Co-op Totals*		4,832		1,032	51	51	0	50	1,891	2,207	81	81	25	25

Note: Catch totals from Seastate data
 * Some totals are rounded to nearest metric ton or # of animals.

Exhibit 11. Transfers of UniSea Fleet Cooperative Gulf of Alaska pollock sideboard limits to other catcher vessel co-ops, year 2000.

Gulf Area/Season	Transfers To	Transfer Amount (mt)
Shelikof A	Unalaska	72
Shelikof B	Unalaska	123
610 C	Northern Victor	500
610 D	Northern Victor	400
610 D	Unalaska	379
Total GOA Transfers		1474

Exhibit 12. Directed crab fishing landed catch by UniSea Fleet Cooperative member vessels which were qualified to harvest Bering Sea crab.

Company Name	Member Vessel	Bristol Bay Red King Crab		Bering Sea <i>opilio</i> Tanner Crab	
		Pounds	Numbers	Pounds	
Tynes Enterprises, Inc.	American Eagle	49,672	7,284	0	
F/V Arctic Wind LLC	Arctic Wind	23,169	3,637	150,652	
Ildhuso Fisheries, Inc.	GunMar	39,887	5,970	0	
Blue Boat Corporation	Nordic Star	23,849	3,891	0	
Aleutian Spray Fisheries, Inc.	Starfish	29,031	4,515	0	
Aleutian Spray Fisheries, Inc.	Starlite	20,221	3,315	0	
Aleutian Spray Fisheries, Inc.	Starward	17,856	3,154	0	
FY Fisheries, Inc.	Seadawn	28,099	4,175	0	
Rondys, Inc.	Alsea	0	0	158,861	
Rondys, Inc.	Argosy	0	0	92,053	
Co-op Total		231,784	35,941	401,566	

Note: Catch totals from Seastate data

Exhibit 13. UniSea Fleet Cooperative vessel-by-vessel prohibited species catch, year 2000.

Company Name	Member Vessel	Hallibut Mortality (mt)	Herring Catch (mt)	Red King Crab (#)	baifai Tanner (#)	Other Tanner (#)	Chinook Salmon (mt)	Other Salmon (mt)
Rondys, Inc.	Aisea	1	7	1	1	4	31	421
Rondys, Inc.	Argosy	5	5	1	168	35	33	357
Tynes Enterprises, Inc.	American Eagle	4	7	6	41	49	15	768
FV Arctic Wind LLC	Arctic Wind	2	6	2	14	8	14	983
Aurora/Auriga General Partnership	Auriga	1	13	4	11	12	41	1,578
Aurora/Auriga General Partnership	Aurora	1	17	5	11	23	54	1,497
FV Defender Limited Partnership	Defender	1	13	2	12	12	47	1,823
Ilduso Fisheries, Inc.	GumMar	2	16	3	118	14	24	1,155
Blue Boat Corporation	Nordic Star	8	4	10	291	413	22	509
Aleutian Spray Fisheries, Inc.	Starfish	10	7	12	439	494	36	824
Aleutian Spray Fisheries, Inc.	Starlite	8	7	12	286	415	24	803
Aleutian Spray Fisheries, Inc.	Starward	9	6	11	288	395	32	551
FY Fisheries, Inc.	Seadawn	8	6	7	319	397	28	638
PacMon LLC	Pacific Monarch	0	0	0	0	0	0	0
Co-op Total*		60	114	76	1,999	2,271	401	11,907

* Some totals are rounded to nearest metric ton or # of animals.
 Note: Catch totals from Seastate data

ATTACHMENT 1

REPORTING REQUIREMENTS

- **Oliver to McCabe, October 21, 1999**
- **Oliver to McCabe, November 1, 1999**
- **Oliver to Paine, October 12, 2000**
- **Oliver to Hughes, November 3, 2000**

APPENDIX D

North Pacific Fishery Management Council

Richard B. Lauber, Chairman
Clarence G. Pautzke, Executive Director

Telephone: (907) 271-2809



605 West 4th Avenue, Suite 306
Anchorage, AK 99501-2252

Fax: (907) 271-2817

Visit our website: <http://www.fakr.noaa.gov/npfmc>

October 21, 1999

Trevor McCabe
At-Sea Processors Assn.
4039 21st Avenue West, Suite 400
Seattle, WA 98199

Dear Trevor:

At our recent meeting in Seattle the Council approved a motion regarding information to be submitted annually by co-ops, in addition to existing reporting requirements specified in Section 210(a) of the American Fisheries Act. Specifically, the motion was that cooperatives must annually prepare a report for the Council containing the information listed below. A preliminary report covering activities through November 1, should be submitted by December 1, with a final report by January 31, containing the following:

1. Allowed catch and bycatch in pollock and all sideboards by whatever method is used to determine those allocations.
2. Actual catch and bycatch in pollock by vessel, and in sideboard fisheries by whatever method is used to determine those sideboards.
3. Method(s) used to monitor fisheries in which cooperative vessels participated.
4. Actions taken by cooperatives to enforce vessel or aggregate catches that exceed allowed catch and bycatch in pollock and all sideboard fisheries.

I believe NMFS will be including these requirements in regulation, though they would not be in effect until early 2000. Notwithstanding the formal regulations, I believe the Council would like to see such information for the 1999 fisheries. We would appreciate your efforts to provide this information for the catcher processor cooperative, to the extent possible, for the December Council meeting.

Sincerely,

Chris Oliver

Chris Oliver
Deputy Director

cc: Kent Lind, NMFS
Joe Sullivan, Mundt MacGregor

APPENDIX E

North Pacific Fishery Management Council

Richard B. Lauber, Chairman
Clarence G. Pautzke, Executive Director



605 West 4th Avenue, Suite 306
Anchorage, AK 99501-2252

Telephone: (907) 271-2809

Fax (907) 271-2817

Visit our website: <http://www.fakr.noaa.gov/npfmc>

November 1, 1999

Trevor McCabe
At-Sea Processors Assn.
4039 21st Avenue West, Suite 400
Seattle, WA 98199

FAX CONFIRMATION
Sent 11/2 Rec'd _____

Dear Trevor:

This is to follow up on and clarify my letter of October 21 regarding Council expectations for reports from the co-ops. The four specific elements passed by the Council in October overlap considerably with the existing provisions of the AFA, and we noted that the Council motion was in addition to any existing requirements of the AFA. There is also overlap with the Council's specific request to NMFS (from the February 1999 meeting) regarding an agency performance report each year. I have summarized these various motions and AFA provisions in the attachment to this letter, including some of the primary comments we made to the Secretary of Commerce regarding the Council's review of the original co-op agreements.

Based on these provisions, and taking into account the discussions by the AP and Council at the October meeting, I believe the list below (in no particular order) summarizes the Council's expectations regarding the reports from the co-ops. This list includes some of the things identified for the NMFS report on co-ops. I believe the Council can review the preliminary co-op reports this December, and at that time provide direction with regard to further expectations from the agency, or from the co-ops.

1. As presented in the original co-op agreements, the report should contain the parties to the contract, the vessels involved and the specific percentages of pollock and other species, including PSC, to be harvested by each party. In the case of bycatch in pollock, and directed fishing for sideboard species, I realize this may not be specifically allocated by vessel but managed as a pool. The report should specify how the co-op approached the season with regard to these species, and how it was allocated among parties, if at all.
2. The Council would expect to see the actual catch and bycatch in the directed pollock fisheries on a vessel-by-vessel basis, and in total, at year's end to see how that compares to the original co-op plan. For sideboard species, a vessel-by-vessel accounting is also expected, as well as the total. While sideboards may have been managed in aggregate by the co-op going into the fishing year, we assume you have to have vessel-by-vessel information in order to maintain the overall catch within the sideboard limit.
3. A descriptive discussion of the internal workings of the co-ops in terms of how catch of all species is allocated, how it is managed by the co-ops to stay within limits, and how transfers within the co-ops occur in-season. This would include methods to monitor catch and actions taken by co-ops to enforce vessel or aggregate limits.
4. At least a qualitative description (quantitative to the extent possible) of the co-ops' effectiveness at reducing bycatch of non-target species, including PSC. This should include a discussion of how transferability within the co-ops affects these bycatch issues, and how transferability in general affects the co-ops' ability to stay within individual and overall catch limits.

5. A description of utilization and recovery rates, by species and product categories, relative to those experienced prior to co-ops.

I realize that some of this information is only officially verifiable through State of Alaska fish tickets, or through NMFS data sets. However, I assume that the individual vessels, and the co-op as a whole, must have this type of information for all co-op members in order to stay within the pollock allocations and the aggregate sideboard limits. Having this information will allow the Council to more fully understand the workings of the co-ops, including the effects of transfers of catch among co-op participants. As I noted in my previous letter, a final report is not due until February, but any information you can provide in the preliminary report in December will be much appreciated by the Council. This will also enable the Council to determine what additional information should appropriately be provided by NMFS. Please contact me if you have any questions.

Sincerely,



Chris Oliver
Deputy Director

cc: Sue Salveson, NMFS
Joe Sullivan

CO-

J-01-2000 10:01 FROM UCB

TO

STEVE HUGHES

North Pacific Fishery Management Council

From:
Original:
To:
Cc:
Date:
Subject:

David Benton, Chairman
Chris Oliver, Acting Executive Director



605 West 4th Avenue, Suite 200
Anchorage, AK 99501

Telephone: (907) 271-2809

Visit our website: www.fakr.noaa.gov/npfmc

Fax: (907) 271-2809

At

October 12, 2000

Steve
Director
(F
se
th
th
en
or (3
on

Mr. Brent Paine, Executive Director
United Catcher Boats
1711 W. Nickerson, Suite B
Seattle, WA 98119

Dear Brent:

I
Cc
th
th
fe
I
re
-C
Ac

I am writing to you as a central contact point for the co-ops. Having heard that there is some question about the pollock co-ops regarding the Council's expectations for co-op reports, I am writing to clarify what I believe is the appropriate course of action. While there are inter-co-op agreements, and many of the issues of inter-co-op could likely be summarized in a single report covering all of the inshore/mothership co-ops, it is also true that each of the co-ops operate independently, and that each of the co-ops have different approaches to managing their catch and bycatch allocations. I believe that to achieve the level of detail expected by the Council, each co-op must compile and submit a separate report. In addition, there should be a companion report that summarizes the inter-co-op agreements and how those agreements affect the overall prosecution of the fishery. This would be similar to the offshore co-op reports we received last year which described both the inshore catcher/processor co-op and the offshore catcher vessel co-op, as well as the linkages.

I have attached the letter I sent last year to the offshore co-op representatives describing the level of detail expected in these reports, and I believe that same guidance still holds true. I recognize that December is a short time away, and everyone's focus has been on other critical issues. My suggestion would be to do as much as possible for these preliminary reports in December, with final reports due in late January for review at the February meeting. Recall also that we are expected to submit a report to Congress on the impacts of the AFA, and we expect to rely on the co-op reports to assist us in providing the detailed information relevant to our report to Congress. Having reports on a co-op specific basis would undoubtedly help in that regard.

Based on the draft reports in December, the Council can provide additional clarification and guidance on our expectations for the final reports. At that meeting we also are scheduled to review the co-op agreements that are relevant, for the upcoming fishing year. Please contact me if you have additional questions.

Sincerely,

Chris Oliver
Acting Executive Director

cc: Kent Lind, NMFS AK Region

ATTACHMENT 2

AGREEMENTS

- **Membership Agreement**
- **Inter-cooperative Agreement**

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT is entered into as of 12-14-99 1999 by and among the entities and vessels listed on Exhibit A hereto, and any other members admitted pursuant to this Agreement (together, the "Members") and UNISEA FLEET COOPERATIVE, a Washington nonprofit corporation (the "Cooperative").

RECITALS

A. The American Fisheries Act (Div. C, Title II of Public Law 105-277) (as amended from time to time, the "Act") allocates the annual quota for the Bering Sea ("BS") and Aleutian Islands ("AI") (together, "BS/AI") pollock fisheries among three harvesting sectors for the years 1999 through 2004 and defines the classes of vessels eligible to harvest within each sector. Under Sections 206(b) and 208(e) of the Act, 50% of the Bering Sea pollock resource (net of a 10% allocation to the Community Development Quota program, and net of certain amounts reserved for incidental catch in non-pollock fisheries) is allocated to catcher vessels harvesting pollock for processing by the "inshore component."

B. As of the effective date of this Agreement, the Members own eighty percent (80%) or more of the vessels qualified under Section 210(b)(1) of the Act to participate in a fishery cooperative delivering pollock to the UniSea, Inc. ("UniSea") plant in Dutch Harbor, Alaska (the "Plant") during the year 2000 (the "Vessels").

C. The Members desire to form a fishery cooperative under the Act for the purposes of (i) obtaining an allocation of the BS and AI pollock directed fishing allowances to the Cooperative (the "Allocation"); and (ii) entering into a harvesting arrangement under which each Member receives the right to harvest a certain percentage of the Allocation for delivery to the Plant.

Now, therefore, the parties agree as follows:

1. Cooperative Allocation. Each Member agrees to exercise all commercially reasonable efforts to obtain the Allocation. To that end, each Member agrees that, other than as provided in Section 210(b)(6) of the Act and this Agreement, each Member shall deliver pollock in the BS and AI directed pollock fisheries only to the Plant unless and until such Member withdraws from the Cooperative. Each Member further agrees to release to the Cooperative or such agent as the Cooperative may reasonably designate all catch data related to the operation of such Member's Vessel(s) in all BS, AI and Gulf of Alaska ("Gulf") directed fisheries during the years 1995, 1996 and 1997.

2. Voluntary Participation. The Members hereby agree that a duly qualified catcher Vessel owner shall be entitled to become a Member of the Cooperative on the terms and conditions set forth herein upon (i) making an application to the Board



of Directors of the Cooperative demonstrating that it meets the eligibility criteria set forth in this Agreement and the Bylaws; and (ii) executing a counterpart of the Cooperative Membership Agreement then in effect.

3. Harvesting Plan. Each Member hereby agrees, subject to the terms and conditions of the Act, this Membership Agreement, the Articles of Incorporation and the Bylaws of the Cooperative, and applicable restrictions under U.S. antitrust law, to harvest an annual percentage of the BS, AI and Gulf of Alaska resources no greater than provided under this Agreement. Each Member further acknowledges and agrees that the fundamental intent of this Section 3 is that each Member be entitled to harvest the types and amounts of species equivalent to the types and amounts of such species that accrue to the Cooperative in connection with such Member's catch history, and/or that the Member is eligible to harvest under the American Fisheries Act sideboards implemented by NMFS from time to time.

a. Pollock. Each Member agrees that other than as provided in Section 3.g., below, and otherwise expressly provided herein, no Member shall harvest an annual percentage of the Allocation greater than that Member's percentage(s) as set forth on the harvest schedule attached hereto as Exhibit A, as the same may be amended from time to time (the "Harvest Schedule"). The Members intend that each Member shall hold BS Harvest Schedule percentages that are based on an amount calculated by dividing (i) the total amount of pollock harvested by Member's Vessel(s) in the BS directed pollock fishery for processing by the inshore component during 1995, 1996 and 1997 (the "Period"), by (ii) the aggregate total amount of pollock harvested by all vessels in the BS directed pollock fishery for processing by the inshore component during the Period.

The Members acknowledge that the AI directed pollock fishery has been closed during 1999 and may remain closed for some time. If it is opened, the Board of Directors shall calculate AI Harvest Schedule percentages for the Members using the formula set forth above, by dividing (i) the total amount of pollock harvested by Member's Vessel(s) in the AI directed pollock fishery for processing by the inshore component during the Period, by (ii) the aggregate total amount of pollock harvested by all vessels in the AI directed pollock fishery for processing by the inshore component during the Period.

The Board of Directors shall, consistent with such intent, determine each Member's Harvest Schedule percentage annually, before the beginning of the calendar year during which such Harvest Schedule shall be in effect. If additional Vessel owners elect to become Members thereafter and prior to the final date on which such election may be made, the Board shall adjust the Harvest Schedule accordingly. The Board shall base its calculations on the best data available in establishing the pollock Harvest Schedule percentages, but it shall be each Member's responsibility to provide this information and if any Member fails to do so, the Board shall be entitled to presume that Member is not entitled to catch history for which Member fails to provide reliable information. Absent manifest error, National Marine Fisheries Service ("NMFS") data



shall be presumed accurate. The provisions of Section 5 shall apply to any Member's failure to comply with such allocation.

The Members recognize that the North Pacific Fishery Management Council (the "Council") at its June, 1999 meeting, adopted a resolution to utilize catch history for each vessel's best two (2) calendar years of fishing during the Period to determine allocations of the BS/ AI pollock fishery to inshore sector cooperatives. In addition, the Council adopted a resolution that vessels are to receive credit in the inshore fishery for their deliveries to catcher/processors during the Period to the extent that such deliveries exceed 499 metric tons. NMFS intends to implement these resolutions in determining the allocation of each Cooperative. The Board of Directors shall adjust the Member's Harvest Schedule percentages to conform with the NMFS determination of the Cooperative's Allocation based on these Council actions effective as of the calendar year during which such NMFS determinations first take effect. *

b. Non-Pollock Groundfish and Crab. The Members agree to limit their Vessels' aggregate annual harvest of BS and AI non-pollock groundfish and Gulf groundfish to an amount equal to or less than the aggregate "traditional harvest level" of such vessels in such fisheries, as such "traditional harvest levels" are established and managed under 50 C.F.R. 679.63 as amended from time to time (the "Groundfish Sideboards"). Upon the Cooperative entering into an agreement with one or more other BS/ AI inshore pollock fishery cooperatives under which such cooperatives agree to jointly limit their combined members to their aggregate Groundfish Sideboard amounts, the Members aggregate Groundfish Sideboard amounts shall be determined in accordance with such intercooperative agreement(s), subject in all cases to any applicable provisions of 50 C.F.R. 679.63 as amended from time to time.

The Members agree that only those Members eligible to participate in crab fisheries under sideboards implemented by NMFS from time to time shall do so, and such eligible Members each agree to limit their crab harvest to their authorized sideboard amounts (if any). Upon the Cooperative entering into an agreement with one or more other BS/ AI inshore pollock fishery cooperatives under which such cooperatives agree to jointly limit their combined members to their aggregate crab sideboard amounts, the Members aggregate crab sideboard amounts shall be determined in accordance with such intercooperative agreement(s), subject in all cases to any applicable provisions of 50 C.F.R. 679.63 as amended from time to time. The provisions of Section 5 shall apply to any Member's failure to comply with this provision.

To facilitate compliance with the limits described in this Section: (i) the Cooperative shall have the authority to enter into agreements with such other BS/ AI inshore sector cooperatives as may be formed under Section 210 of the Act, apportioning among the Cooperative and such cooperative(s) the harvest of BS and AI non-pollock and Gulf groundfish and crab; and (ii) the Cooperative's Board of Directors shall annually allocate among the Members the amount of BS and AI non-pollock groundfish and Gulf groundfish available for directed harvest by the Vessels. Unless all Members

agree otherwise, such allocations shall be in direct proportion to the contribution to the Cooperative's sideboard caps of such species made as a result of such Member's catch history. The provisions of Section 5 shall apply to any Member's failure to comply with such allocation.

The Board shall base its calculations on the best data available as in establishing the pollock Harvest Schedule percentages, but it shall be each Member's responsibility to provide this information and if Member fails to do so, the Board shall be entitled to presume that Member is not entitled to a share of any cap for which Member fails to provide reliable catch history information. Absent manifest error, NMFS data shall be presumed accurate.

The Members acknowledge that one or more Members may be eligible to participate in both the Cooperative and the mothership sector of the BS/ AI pollock fishery. The Members further acknowledge that notwithstanding a Member's participation in more than one BS/ AI fishery sector or cooperative, the extent of such Member's eligibility to participate in non-pollock groundfish and crab fisheries may be subject to an aggregate limit based on its catch history in such fisheries. Each Member agrees to take all actions necessary to insure that the Cooperative is not disadvantaged by a Member's participation in the mothership sector. Specifically each Member that participates in that sector or a cooperative other than the Cooperative shall take all actions necessary to reserve to the Cooperative the amounts of non-pollock groundfish and PSC adequate to permit the Cooperative's other Members to conduct their directed fishing operations without impairment as the result of such Member's participation.

c. Management Measures. Other than as provided by NMFS regulations, each Member's allocation of pollock, other groundfish species and crab shall be subject to all management measures generally applicable to the inshore sector directed pollock fishing allowance allocation and harvest of non-pollock groundfish and crab species by catcher vessels participating in shoreplant cooperatives (including but not limited to Steller sea lion seasonal apportionments and area harvest restrictions) on a discreet, individual basis; i.e., each Member shall be restricted to harvesting no greater percentage of such Member's allocation in any season or area than the aggregate percentage of the Allocation permitted to be harvested in such season or area. Each Member shall have the individual authority to carry over from season to season a percentage of that Member's seasonal apportionment for each species no greater than the carry-over percentage generally applicable to the Allocation.

The Members acknowledge that the Council has recommended that (i) vessels equal to or less than 99 feet in length overall be exempted from exclusion from the Catcher Vessel Operational Area, and (ii) certain Vessels be exempted from certain Groundfish Sideboards. Each Member's obligations under this Agreement shall be amended to give effect to these exemptions, to the extent each Member is entitled to the benefit thereof; provided that, notwithstanding the provisions of 50 C.F.R. 679.63, no Member's Vessel shall be exempt from the Gulf Groundfish Sideboards in any given year if during that year other vessels are permitted to harvest any portion of the exempt Member's



aggregate BS/ AI pollock allocation made under this Agreement for such year in connection with such Vessel's catch history, unless and until the Council specifically recommends otherwise. (The intent being that for a catcher vessel to be eligible for the Gulf Groundfish Sideboard exemption, that catcher vessel cannot lease its BS/ AI pollock quota share in the year in which the catcher vessel receives the benefit of the exemption.) To facilitate compliance with this provision, a Member shall inform the Board of Directors of the Cooperative in writing prior to January 20 of the relevant year that such Member intends to operate one or more of its Vessels under the Gulf Groundfish Sideboard exemption.

d. Prohibited Species Catch Allocations. The Members acknowledge that prohibited species catch ("PSC") apportionments for the fisheries in which the Members participate are intended to be managed as aggregate caps across the inshore sector. The Members agree to exercise their best efforts to conduct their vessel's fishing activities such that the Cooperative remains in compliance with such PSC apportionments. The Members acknowledge that a failure to exercise "best efforts" could result in direct, foreseeable adverse consequences for the Cooperative and its Members. In circumstances where it is necessary or appropriate for PSC apportionments to be allocated (or otherwise regulated) on a vessel-by-vessel basis, the Board of Directors shall have the authority to do so. If it does so, the Board shall exercise reasonable efforts to insure such apportionments are made in a manner that will allow each Member, to the maximum reasonable extent possible, to prosecute pollock and non-pollock groundfish fisheries at a level equal to the Member's average harvest level during the Period. The Board shall have authority to direct a Member to stop fishing if its Vessel(s) exceed apportionments or rates established by the Board of Directors. Further, the Board shall have authority to obtain an injunction restraining a Member's fishing activity, if a Member fails to comply with a "stop fishing" directive from the Board.

e. Annual Fishing Plan. The Board of Directors shall prepare an annual fishing plan covering the directed fisheries in which the Members are eligible to participate. In preparing the annual Fishing Plan the Board of Directors shall schedule meetings of the Members to develop plans for the Members' directed fisheries in the following year, with the goal being to maximize the value of the Members' participation in these fisheries and at the same time to foster cooperation within the Cooperative and UniSea to achieve those ends. The Cooperative Board of Directors shall have the authority to amend the Fishery Plan from time to time.

f. Vessel Use. Members with more than one Vessel eligible to harvest under the Allocation may elect to harvest their Harvest Schedule and non-pollock groundfish percentages with any number of Vessels, subject to the provisions of Section 3.c., above and such Vessel use being consistent with the previously approved annual Fishing Plan.

g. Acquisition or Transfer of Harvesting Allocation. Notwithstanding the provisions of Sections 3.a. and 3.c., above, other than the Section 3.c.

restriction on leasing related to operation under the Gulf Groundfish Sideboard exemption, and subject in any case to limits imposed by law, each Member shall have the right to transfer some or all of such Member's pollock and other groundfish allocation(s) to one or more other Members on any terms such Members may agree upon. Members doing so shall notify the Cooperative and UniSea or such other independent quota monitoring service as the Cooperative may retain from time to time (the "Monitoring Service") in writing within seven (7) days, and in any case, prior to the harvest of any portion of a transferred allocation. Upon taking effect, transfers in compliance with this provision shall amend and supersede the transferee Member's obligations under Sections 3.a and 3.c, above.

4. Catch Monitoring. To enable each Member and the Cooperative to monitor other Members' compliance with the Act and this Agreement, each Member hereby agrees to carry the number and type of NMFS-certified observers required by law aboard each of its Vessels participating in the BS/AI and Gulf fisheries during the term of this Agreement, and to report each Vessel's catch on a delivery-by-delivery basis to both the NMFS Observer Program and the Monitoring Service (regardless of whether such catch is delivered to the Plant). Each Member agrees that absent manifest error, the catch data produced for the Cooperative by the Monitoring Service shall be presumed accurate, and that each Member's obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such data. *

5. Allocation Enforcement. Each Member acknowledges and agrees that the benefits associated with the Members' mutual harvest agreement will only accrue to the Members if each of them strictly complies with the Harvest Schedule and the non-pollock groundfish allocations and PSC limits determined in accordance with Section 3, above. Each Member acknowledges that all other Members will be taking certain significant operational and financial actions based on this Agreement, and that a breach of this Agreement by any Member would have significant adverse consequences. Therefore, to facilitate enforcement of this Agreement, each Member agrees to the procedure set forth in this Section 5.

a. Forfeiture Amount Calculation. The Cooperative Board of Directors shall annually establish a forfeiture amount for an unprocessed metric ton of each groundfish species covered by this Agreement, including but not limited to all Gulf groundfish species, prior to the opening of the relevant fishery. Such forfeiture amounts shall be equal to or greater than the ex-vessel value of a metric ton of the relevant species, and shall be adjusted as necessary (including during a fishing year) to insure such amounts exceed such values. The Board may from time to time set forfeiture amounts per kilogram of halibut PSC, per crab for crab PSC, per salmon for salmon PSC, and per metric ton for herring PSC. (The groundfish and PSC forfeiture amounts are collectively referred to hereafter as the "Forfeiture Amounts").



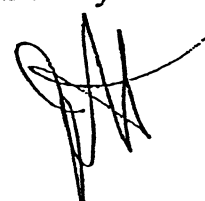
b. Reserves, Security, and Retention of Proceeds.

(i) Reserves. Each Member hereby agrees that the Board of Directors may establish a Cooperative reserve of pollock, non-pollock groundfish and/or PSCs, which shall be deducted from the Cooperative's aggregate allocation(s) before such allocation(s) are distributed among the Members, and which shall (if established) be used as a "buffer" to insure the Cooperative remains in compliance with its allocation limits, provided that the pollock reserve shall not exceed five percent (5%) of the Allocation. The Board shall exercise reasonable efforts to insure such reserves (if established) are fully harvested within the relevant, season such that each Member receives a financial benefit from harvesting the reserves in proportion (to the extent possible) to such Member's allocation(s) under the Agreement. *

(ii) Security. Subject to approval by lenders or creditors holding a right of such approval as of the effective date of this Agreement, each Member hereby grants to the Cooperative a security interest in its annual pollock harvest allocation and to its catch under all non-pollock species caps, and all products and proceeds thereof (together, the "Collateral") as security for damages resulting from overharvest of such Member's Harvest Schedule percentage. If requested to do so by the Board of Directors, each Member shall execute financing statements and take whatever action is necessary for the Cooperative to perfect and maintain a perfected security interest in the Collateral. *

(iii) Retention of Proceeds. To facilitate enforcement of this Agreement, each Member hereby authorizes UniSea to retain an amount equal to five percent (5%) of the proceeds related to such Member's deliveries to the Plant (the "Retained Proceeds"). Each Member further authorizes UniSea to pay out such proceeds as the Board of Directors of the Cooperative directs to give effect to this Agreement. Each Member hereby releases UniSea from all claims related to such withholding and payment, other than those arising out of gross negligence or willful misconduct by an authorized agent of UniSea and agrees that in the event that a Member disputes a payout of such proceeds by UniSea such Member's sole recourse shall be against the Cooperative. The Board of Directors shall exercise reasonable efforts to have such funds distributed to the Members as soon as reasonably possible following the close of the season in connection with which such funds are withheld.

c. Restrictions on Fishing Activity. The Members acknowledge and agree that one or more Members exceeding their Harvest Schedule allocations, their non-pollock groundfish caps or cap proportions, or the applicable PSC limits could subject the Cooperative and its other Members to joint and several liability to NMFS for fishing violations, and to other cooperatives and cooperative members as a result of premature fishery closures. The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will comply with a "stop fishing" order from the Cooperative, and each of the Members further agree that if any Member fails to comply with such order, the Cooperative shall have the authority to *



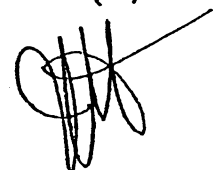
obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

d. Overharvest Forfeiture. Following the close of the BS/ AI and Gulf trawl fisheries to the inshore sector, the Cooperative Board of Directors shall review the seasonal harvest data from the Monitoring Service, and report to the Members concerning the Members' compliance with the harvest allocations made under this Agreement. Upon the Cooperative Board of Directors determining that a Member harvested in excess of that Member's percentage (as adjusted by legal transfers made under this Agreement), the Cooperative shall collect from such Member and distribute as appropriate an amount equal to the Forfeiture Amount multiplied by the number of metric tons by which such Member's groundfish harvest exceeded that Member's allocation. The Cooperative Board of Directors shall collect the PSC forfeiture amounts the Board deems appropriate to maintain compliance with Council policy and NMFS regulations then in effect.

e. Voluntary Compliance. The Members and the Cooperative agree that upon the Cooperative's Board of Directors determining that a Member has overharvested any of its allocations, the Cooperative shall not enforce its rights to collect against an overharvesting Member's Retained Proceeds of Collateral without first providing the overharvesting Member with fifteen (15) days advance notice of its intent to exercise its rights of collection, during which period the Member may request reconsideration of the enforcement action or may propose an alternative method of compensating the affected parties. The Board of Directors may grant or deny any request for reconsideration and may approve or disapprove any alternative form of compensation in their sole discretion, provided that in no case where there has been an overharvest shall the penalty be less than the commercial value of the overharvest.

f. Enforcement and Damages. Each Member agrees to take all actions and execute all documents necessary or convenient to give effect to the enforcement procedure contemplated under this Section 5. Damages for overharvest of a species shall be limited to the forfeiture amount calculated in accordance with Section 5.d., above, and all costs, fees and expenses, including attorneys fees, incurred by the Cooperative (or, in a case where the Cooperative does not take enforcement action, by the Members bringing such action) enforcing the provisions of this Section 5. Each Member and the Cooperative hereby waive any claims to actual, direct or consequential or indirect damages, and instead agree that payment of the overharvest forfeiture amount and costs of enforcement shall be their sole damages for an overharvest in breach of this Agreement.

g. Distribution of Proceeds and Damages. All funds forfeited or awarded to Members and or the Cooperative under this provision in excess of the costs of enforcement shall be promptly distributed pro-rata among the parties (including non-Members) who harvested less than their allocation or Groundfish Sideboard proportion of the relevant species, with each such party receiving a fraction of such funds the numerator of which is the amount by which such party's catch (or, in



the case of Groundfish Sideboards, opportunity to harvest) of the relevant species was less than such party's allocation or proportion, and the denominator of which is the sum of all party's catch shortfalls. If the Cooperative is not able to identify a party entitled to a forfeiture payment under this Section, the Cooperative shall retain the related funds in an interest-bearing escrow account until it receives a written demand for payment substantiating the claimant's entitlement to be paid. If the Cooperative fails to timely fulfill its obligations under this Section, this Section shall give rise to a right of legal action on the part of affected non-Member parties who are not compensated in accordance with this Section, in the amount of the forfeiture amount percentage owed to such party and the reasonable costs and fees actually incurred by such party in bringing an action to receive such funds. For purposes of determining the damages to be awarded to a non-Member affected by a Member exceeding a Groundfish Sideboard, the non-Member's Groundfish Sideboard proportion shall be as established under the relevant intercooperative agreement, and if no such agreement is in effect with respect to such party or a fishery cooperative of which it is a member, shall be assumed to be equal to the amount contributed to the relevant sideboard on the basis of such party's catch history, as calculated on the basis of the best available data.

6. Vessel Transfer Restrictions. Each Member acknowledges that the other Members will make investments in reliance on this Agreement, and that a breach of this Agreement during its term by any of them may cause the remaining Members to suffer substantial adverse economic consequences. Therefore, each Member agrees that so long as this Agreement remains in effect, no Member shall have the authority to sell, charter or transfer operating authority over a Vessel to a party not bound by this Agreement, regardless of whether such transfer is temporary or permanent, and regardless of whether such transfer is effected as part of a vessel sale or otherwise, unless (i) the proposed transferee first assumes all of the transferring Member's obligations under this Agreement with regard to the rights transferred, in which case, the transferring Member shall be released therefrom, or (ii) the transferring Member either retains the Vessel's BS and AI fishing rights, or transfers such rights to the Cooperative or another Member of the Cooperative. All Members agree to negotiate in good faith to create a reasonable mechanism to prevent any transfer in violation of this Section. Any attempted or purported transfer of a Vessel or its fishing rights other than in compliance with this Section shall be void.

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.

If not terminated earlier, this Agreement shall terminate upon termination of the inshore sector allocation specified in Section 206(b) of the Act.



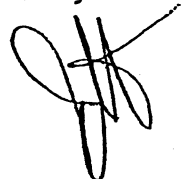
Any Member may withdraw from the Cooperative as of November 1st of any year during the term of this Agreement, provided that such Member gives written notice of withdrawal to each Director on the Cooperative's Board of Directors prior to October 1st of such year. Withdrawal from or termination of this Agreement shall not relieve any Member of its obligations to pay the damages set forth in Section 5 in connection with a pre-termination overharvest.

8. Landing Tax. Pursuant to Section 210(f) of the Act, the Members agree to make payments to the State of Alaska for any pollock harvested in the BS/AI pollock fishery which is not landed in the State of Alaska, in amounts which would otherwise accrue had the pollock been landed in the State of Alaska subject to any landing taxes established under Alaska law. If a Member fails to make a payment in lieu of tax due under this Section, the Cooperative or any of the other Members may make such payment, and the non-paying Member shall be obligated to reimburse the paying parties within thirty (30) days. Any balance outstanding beyond such date shall bear interest in favor of the paying parties at the per annum rate equal to the prime rate of Bank of America, N.A., Seattle Branch, as the same may be announced from time to time, plus five percent (5%). Payments and interest due under this Section may be collected or reimbursed from the defaulting Member's bond or alternate security pursuant to Section 5, above.

9. Responsible Fishing Practices. The Members acknowledge that a primary objective of the Cooperative is to reduce bycatch and improve resource utilization. The Members further acknowledge that fishing practices can affect bycatch and utilization rates. The Members therefore agree to exercise all reasonable efforts to conduct their fishing practices responsibly, in a manner consistent with the overall goals and purposes of the Cooperative.

10. Promoting Competition. To promote market competition for products produced from pollock harvested under this Agreement, each Member agrees that throughout the term of this Agreement: (i) such Member shall maintain its Vessel(s) free of ownership or control by UniSea and its owners, parents, affiliates or subsidiaries; and (ii) each Member authorizes the Cooperative Board of Directors to promote development of Council policy and NMFS regulations which will permit vessels harvesting pollock for processing by the inshore component to transfer from one catcher vessel cooperative to another without being required to spend an intervening year in the "open access" BS/AI pollock fishery.

11. Public Interest Research and Publication. The Members acknowledge that the primary purposes of the harvesting arrangement contemplated hereunder are improving their utilization of resources harvested in the BS/AI pollock fisheries, reducing the incidental catch of non-target species, and promoting the adoption and continued support of resource utilization and conservation arrangements such as those contemplated under this Agreement. The Members therefore agree to contribute a per-ton amount determined by the Cooperative Board of Directors from time to time in support of such activities. All research and publication funded by the



Cooperative is to be conducted in the public's interest, and the results of all such research shall be made available to the general public at no charge.

12. Transfer of Cooperative Harvest. The Members acknowledge that under the Act up to ten percent (10%) of the pollock harvested annually by the Members under this Agreement may be delivered to a processor other than UniSea. Each Member agrees to be bound by the decision of the Cooperative Board of Directors concerning whether any portion of the Allocation will be delivered to one or more processors other than UniSea.

13. Membership Agreement Enforcement. Each Member agrees that the Cooperative and/or any other Member(s) may enforce this Membership Agreement on behalf of the Cooperative and/or any of its Members.

14. Remedies and Attorneys' Fees. In addition to any of the remedies provided in this Agreement, each Member and the Cooperative shall have the right to have any provision of this Agreement specifically enforced through injunction, restraining order or any other form of equitable relief. Subject to the provisions of Sections 3 and 5, above, in connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and fees associated with the proceeding. For purposes of this Agreement, "legal proceedings" shall include arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

15. Miscellaneous.

a. This Agreement contains the entire understanding of the parties as to the matters addressed herein, and supersedes all prior agreements related to the same. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The Members agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing the Act.

b. Each Member hereby represents and warrants that: (i) it is duly organized, validly existing and in good standing; (ii) it is an owner of record of each of the Vessels listed as such Member's Vessel(s) on Exhibit A hereto; and (iii) it has all authority, corporate and otherwise, to enter into this Agreement on its own behalf and on behalf of all other owners of each of the Vessels it represents, and that this Agreement constitutes a valid, binding obligation of all such owners, enforceable against such Vessel(s) and all such owners according to its terms; (iv) that during the year prior to each year in which this Agreement governs the BS/ AI inshore pollock fishery harvest of its Vessel(s), such Vessel(s) have and shall have delivered more pollock to UniSea than any other BS/ AI inshore pollock processor; (v) that as of December 31, 1999, the Member shall have agreed to fish under terms authorized by an AFA catcher vessel permit with an inshore endorsement; and (vi) its Vessel(s) have no



permit sanctions or other type of sanctions against it that would prevent such Vessel(s) from fishing for groundfish in the BS/AI.

c. This Agreement shall be governed by and construed in accordance applicable federal law and the laws of the State of Washington.

d. This Agreement 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 Agreement by telefacsimile shall have the same effect as delivering a signed original.

b. The parties agree to execute any documents necessary or convenient to give effect to intents and purposes of this Agreement.

c. All notices required to be given under this Agreement shall be deemed given when deposited in certified first class U.S. mail, postage prepaid, with the correct address. All notices required to be given to Cooperative directors or members under this Agreement shall be addressed to such directors or members at their record addresses as maintained by the Cooperative.

The initial addresses of the Members and the Cooperative are as follows:

UniSea Fleet Cooperative
c/o Mundt MacGregor L.L.P.
999 Third Avenue, Suite 4200
Seattle, Washington 98104
Attn.: Joe Sullivan

Rondys, Inc.
5349 - 229th Avenue S.E.
Issaquah, Washington 98029

Tynes Enterprises, Inc.
1212 N.W. Culbertson Drive
Seattle, Washington 98177

Auriga/ Aurora General Partnership
P.O. Box 190
Anacortes, Washington 98221

F/V Defender Limited Partnership
5470 Shilshole Avenue Northwest, Suite 500
Seattle, Washington 98107

PacMon LLC
 5470 Shilshole Avenue Northwest, Suite 500
 Seattle, Washington 98107

Ildhuso Fisheries, Inc.
 101 Nickerson Street, Suite 340
 Seattle, Washington 98109

Aleutian Spray Fisheries, Inc.
 5470 Shilshole Avenue Northwest, Suite 500
 Seattle, Washington 98107

Blue Boat Corporation
 5470 Shilshole Avenue Northwest, Suite 500
 Seattle, Washington 98107

FY Fisheries, Inc.
 P.O. Box 352
 Newport, Oregon 97365

F/V Arctic Wind LLC
 5470 Shilshole Avenue Northwest, Suite 500
 Seattle, Washington 98107

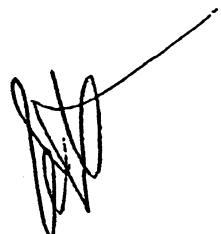
The parties may from time to time change their address for notice purposes by written notice to the Cooperative.

g. Except for the transfer of any rights pursuant to Section 3.g or Section 6 hereof, which transfers shall be governed by such Sections, no party may assign its rights hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld. Such consent may be conditioned upon execution of an adherence agreement by the party to whom such rights are proposed to be assigned. This Agreement shall be binding on the successors and assigns of all parties hereto.

h. This Agreement shall be construed as a whole according to its fair meaning, without a presumption that it shall be more strictly construed against the person who drafted it, as each party has participated in its preparation with the assistance of counsel.

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

j. Each Member agrees to use its best efforts to resolve any disputes arising under this Agreement either through direct negotiations or through any dispute resolution procedures as set out in the Bylaws. Other than disputes related to overharvest of pollock, non-pollock groundfish or PSCs for which the Cooperative or its Members seek an injunction, a restraining order or some other form of equitable relief, all disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party. 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 any Member or the Cooperative. 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 11 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.



Dated as of the date first set forth above.

F/V ALSEA
by Rondys, Inc.

By *M E Hall*
Margaret Hall, General Mgr.

F/V ARGOSY
by Rondys, Inc.

By *M E Hall*
Margaret Hall, General Mgr.

F/V AMERICAN EAGLE
by Tynes Enterprises, Inc.

By *Reidar Tynes*
Reidar Tynes, President

F/V AURIGA
F/V AURORA
by Auriga/Aurora General Partnership

By *J J Hendricks*
J J Hendricks, Manager

F/V DEFENDER
by F/V Defender Limited Partnership

By *Barry Ohai*
Barry Ohai, Mgr.

F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By *Gunnar Ildhuso, Jr.*
Gunnar Ildhuso, Jr., President

F/V STARFISH
F/V STARLITE
F/V STARWARD
by Aleutian Spray Fisheries, Inc.

By *Cary K. Swasand*
Cary Swasand, President

F/V SEADAWN
by FY Fisheries, Inc.

By *Fred Yeck*
Fred Yeck, President

F/V NORDIC STAR
by Blue Boat Corporation

By *Cary K. Swasand*

PACIFIC MONARCH
By PacMon LLC

By *Barry Ohai*
Barry Ohai, Authorized Agent

UNISEA FLEET COOPERATIVE

By *[Signature]* President

F/V ARCTIC WIND LLC

By *Cary K. Swasand*

EXHIBIT A

UNISEA FLEET COOPERATIVE

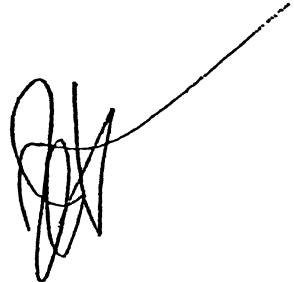
BERING SEA POLLOCK FISHERY
HARVEST SCHEDULE

This Harvest Schedule is based on the best information available to the Members at the time of its preparation. It will be amended from time to time pursuant to the terms of the Cooperative's Membership Agreement.

Rondys, Inc.	ALSEA - ON 626517 ARGOSY - ON 611365	6.59% 6.47%
Tynes Enterprises, Inc.	AMERICAN EAGLE - ON 558605	4.23%
F/V Arctic Wind LLC	ARCTIC WIND ON 608216	4.37%
Aurora/Auriga General Partnership	AURIGA - ON 639547 AURORA - ON 636919	11.54% 13.00%
F/V Defender Limited Partnership	DEFENDER - ON 554030	13.71%
Ildhuso Fisheries, Inc.	GUN-MAR - ON 640130	8.79%
Blue Boat Corporation	NORDIC STAR - ON 584684	4.00%
Aleutian Spray Fisheries, Inc.	STARFISH - ON 561651 STARLITE - ON 597065 STARWARD - ON 617807	5.89% 4.85% 4.76%

FY Fisheries, Inc.	SEADAWN - ON 548685	5.48%
PacMon LLC	PACIFIC MONARCH - ON 557467	6.32%

\\MUNDTZ\USERDOCS\JMST\COOPS\UNISEA\AMEMBERSHIPAGREEMENTS-2763-001A.DOC



INTERCOOPERATIVE AGREEMENT

This INTERCOOPERATIVE AGREEMENT is entered into by and among HIGH SEAS CATCHERS COOPERATIVE ("High Seas"), MOTHERSHIP FLEET COOPERATIVE ("MFC") and the "Inshore Coops", i.e., AKUTAN CATCHER VESSEL ASSOCIATION, ARCTIC ENTERPRISE ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, all of which are Washington Fish Marketing Act corporations, as of January 19, 2000, with respect to the following facts:

A. High Seas, MFC and the Inshore Coops (together, the "Coops") are composed of certain catcher vessels (the "Vessels") eligible to harvest Bering Sea ("BS") and Aleutian Islands ("AI") pollock under the American Fisheries Act (the "AFA"). High Seas and the MFC are composed of all of the vessels eligible to harvest BS and AI pollock in the "catcher vessels delivering to catcher processors" and "mothership" sectors of such fisheries, respectively. The Inshore Coops have each received an allocation of BS pollock in accordance with Section 210 of the AFA. The members of each of the Coops have allocated among themselves the pollock available to their respective Coop, and have agreed that an overharvest of its allocation by any member shall subject such member to a penalty.

B. Pursuant to Section 211(c) of the AFA, the North Pacific Fishery Management Council (the "Council") has adopted certain measures to prevent the Vessels from exceeding in the aggregate their traditional harvest levels in fisheries other than BS and AI pollock (the "Sideboards"). The members of each of the Coops have allocated the Sideboards limits among themselves, and have agreed that an overharvest of a Sideboard limit by any member shall subject that member to a penalty.

C. The Council has adopted certain limits on the Vessels' incidental catch of certain "Prohibited Species" such as crab and halibut (the "PSC Caps"). Each Coop's members have agreed to exercise their best efforts to conduct their fishing efforts such that their Coop remains in compliance with the PSC Caps.

D. The Coops are subject to certain time and area limits on their harvest of BS and AI pollock in connection with Steller sea lion protection measures (the "RPAs").

E. The Coops wish to promote compliance with the Sideboards and PSC Caps, to provide their members with an opportunity to harvest their proportionate share of pollock and other species under Council jurisdiction, and to insure that in the case of an overharvest by a member, the affected parties have adequate recourse.

Now, therefore, the parties agree as follows:

1. Sideboard Limits. Subject to applicable Sideboard exemptions (including the "1700 metric ton" BS/ AI cod and Gulf of Alaska ("Gulf") groundfish Sideboard exemptions and the mothership sector BS/ AI cod sideboard exemption) the Coops agree to limit their collective members' Vessels' aggregate annual harvest of each Sideboard species to the amount that the Coop members' Vessels' collective catch histories contribute to the annual Sideboard for such species, as calculated by the National Marine Fisheries Service ("NMFS") in accordance with 50 C.F.R. § 679.63(b). To give effect to this provision, each Coop shall (i) limit its non-exempt members' Vessels' aggregate annual harvest of each Sideboard species to the amount that such Vessels contribute to the aggregate annual Sideboard for such species; or (ii) in the case of two or more Coops entering into an intercooperative agreement under which the parties have agreed to limit their collective non-exempt members' Vessels' aggregate annual harvest of one or more Sideboard species to the amount that such Coops' members' Vessels' collective catch histories contribute to the annual Sideboard for such species, limit its members catch in compliance with such intercooperative agreement.

2. Sideboard and PSC Cap Management. The Coops acknowledge that in the absence of coordinated Sideboard and PSC Cap management, both exempt and nonexempt vessels are at risk of being unable to harvest the entire amount of Sideboard species available to them. Therefore, the Coops agree to the procedures set forth in this Section 2. For purposes of this Section, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate.

a. Sideboard and PSC Cap Allocation. The Monitoring Agent, in consultation with NMFS, will first reserve an amount of each Sideboard species necessary to fund the bycatch needs of pollock and other directed groundfish fisheries in which the AFA catcher vessels participate. Then, the Monitoring Agent will initially allocate the BS, AI and Gulf non-exempt vessel Sideboard directed fishery allowances, exempt vessel Sideboard reserves and PSC Caps among the Coops as set forth herein. The allocations will be based on NMFS data and formulas to the extent feasible, and on the best available data otherwise. Each Coop agrees to exercise its best efforts to provide the Monitoring Agent with all catch data that the Monitoring Agent reasonably requests for purposes of calculating such allocations. Upon the Monitoring Agent having allocated the non-exempt and exempt vessel Sideboard allowances among the Coops, the Monitoring agent shall allocate the PSC Caps such that:

(i) each Coop shall receive PSC Cap allocations for each of the fisheries in which its vessels operate without exemptions proportionate such Coop's related Sideboard species allocations, provided that each Coop's initial PSC Cap allocations related to non-exempt vessel BS/ AI cod harvest shall be reduced by five

percent (5%) to fund the "traditional time and area" buffer (the "Buffer") provided to the exempt vessels pursuant to (ii), below; and

(ii) each Coop shall receive separate PSC Cap allocations for each of the fisheries in which one or more of its vessels operate on an exempt basis, proportionate to such vessels' contribution to the related NMFS reserve, provided that each Coop's initial "1700 mt" exempt vessel BS/AI cod PSC allocation shall be adjusted upward by a pro rata amount of the Buffer. In cases where an exempt vessel contributes less than 500 metric tons ("mt") to the BS/AI cod exempt vessel reserve, the initial allocation of PSC relative to that vessel shall be based on a presumed contribution of 500 mt.

For purposes of this Section 2, the mothership sector catcher vessels shall be considered "non-exempt" prior to March 1, and their initial coop Sideboard and PSC Cap allocations shall be made accordingly. The mothership catcher vessels shall become "exempt" as of March 1, and thereupon shall become eligible for a reallocation of PSC pursuant to Subsection b., below, if as a coop group they have harvested their initial BS/AI cod Sideboard allocation without exceeding their initial allocation of PSC.

b. BS/AI and Gulf Cod PSC Reallocation. The Monitoring Agent will track the aggregate BS/AI and Gulf cod catch and halibut and crab bycatch of each Coop's exempt vessels. Upon the Monitoring Agent determining that a Coop's exempt vessels (as a group) have harvested their initial or subsequent allocation(s) of cod in the BS/AI or Gulf cod fishery without exceeding the Coop's related allocation of exempt vessel PSC (as adjusted by intra or inter Coop transfers) (such Coop being a "Complying Coop"), the Monitoring Agent will reduce each Coop's (including the Complying Coop's) remaining allocation of cod-related PSC for such cod fishery (if any) pro rata, according to the proportion of its initial non-exempt allocation of such PSC vis-a-vis the other Coops, such that the sum of the reductions is the lesser of (i) the amount of PSC necessary for each exempt vessel in the Complying Coop to harvest an additional 300 mt of cod at the pre-Buffer non-exempt cod/PSC ratio, or (ii) the proportionate amounts of such PSC that the Monitoring Agent deems necessary for the Complying Coop's exempt vessels to operate at such ratio until such fishery is closed to catcher vessel trawling; provided that the sum of such reductions under (i) or (ii) above shall in no case exceed that amount of PSC calculated to harvest 1500 mt at the pre-Buffer non-exempt cod/PSC ratio. The Monitoring Agent will then increase the relevant Coop's exempt vessel cod-related PSC allocations for such fishery by the sum of such reductions. On the other hand, if a Coop's exempt vessels harvest their initial or subsequent cod-related PSC allocation for the BS/AI or Gulf cod fishery (as adjusted by inter or intra Coop transfers) before having harvested the Coop's cod allocations made available therewith, the Monitoring Agent will not increase such Coop's exempt vessel allocations, and such Coop shall require such vessels to cease their directed fishing in that cod fishery, notwithstanding their exemption. If the Monitoring Agent

determines that a PSC reallocation under this Section has provided a Coop with PSC in excess of the amount necessary to fish until fishery closure, the Monitoring Agent will have the authority to release an amount of the surplus that the Monitoring Agent deems reasonable back to the contributing Coops.

c. Bycatch Data Reporting. The Coops agree to provide the Monitoring Agent with full, timely data concerning halibut and crab bycatch rates per area. The Coops agree to exercise all commercially reasonable efforts to provide such data from the fishing grounds, and to direct their members' fishing activities to achieve the lowest practicable bycatch rates.

d. BS/AI Cod Harvest Timing. To facilitate harvest of the full amount of the BS/AI cod Sideboard, each Coop agrees to manage its non-exempt vessels' BS/AI cod directed fishing harvest such that no more than sixty percent (60%) of the related initial PSC allocation is harvested prior to March 1.

e. Optimal PSC Utilization. Each Coop agrees to exercise its best efforts to manage its vessels such that their aggregate PSC catch (as determined by the Monitoring Agent in accordance with NMFS procedures) does not exceed the Coop's PSC allocations, as adjusted by transfers with other Coops and pursuant to Subsection 2.b., above. Each Coop agrees to release to the Monitoring Agent on a timely basis for redistribution at no cost the PSC it determines is not necessary to harvest its Sideboard allocations.

3. Overharvest Prevention Measures.

a. Harvest Limits. The Coops agree to exercise their best efforts to prevent any of their members from exceeding their pollock allocation and Sideboard limits. In cases where a member has done so, the Coops agree to exercise their best efforts to prevent such overharvest from affecting non-members and/or resulting in a violation of fishery regulations. To that end, the Coops agree to facilitate pollock allocation and Sideboard limit transfers among members when practicable, agree to transfer PSC Cap apportionments among Coops when practicable, and to issue "stop fishing" orders as appropriate when such transfers are not practicable. The Coops also agree to encourage their members to mitigate the effects of inadvertent overharvests by making quota, limit or cap allocations available on reasonable terms and conditions. However, other than as provided in Section 3.f.(ii), below, nothing in this Section 3 shall constitute an affirmative obligation on the part of any Coop or its members to transfer an allocation or apportionment at the request of another Coop or other members.

b. Pollock Allocation and Sideboard Penalties. The Coops acknowledge that notwithstanding the provisions of Section 3.a, above, adopting and enforcing appropriate penalties is necessary to create overharvest disincentives. The

Inshore Coops therefore each agree to adopt the uniform penalty for an Inshore Coop member exceeding its pollock allocation amount or area or season proportion of Five Hundred Dollars (\$500.00) per metric ton for the pollock "A" season and Three Hundred Dollars (\$300.00) per metric ton for the pollock seasons thereafter. The Coops each agree to adopt the uniform penalty amount of One Thousand Dollars (\$1,000.00) per metric ton for BS, AI and Gulf Pacific cod, and the amount of Three Hundred Dollars (\$300.00) per metric ton for all other BS, AI and Gulf groundfish species. Overharvests shall be determined on the basis of the best available data. Harvest reports developed by the Monitoring Agent shall be presumed accurate in the absence of demonstrable error.

c. PSC Cap Enforcement. Upon a Coop receiving written notice from the Monitoring Agent that it does not have an adequate PSC allocation to support further fishing activity by its members' vessels, such Coop shall immediately cause its members' vessels to cease fishing in the relevant directed fisheries. The Coops hereby adopt as a uniform penalty for each landing following such notice that includes a PSC species harvested in excess of a Coop's allocation an amount equal to twice the ex-vessel value of all commercially harvestable species delivered in such landing. For purposes of this Subsection, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures will be presumed accurate. The Coops agree to take all actions and execute all documents reasonably necessary to give effect to this provision.

d. Liquidated Damages. The Coops acknowledge that the financial impact associated with overharvesting an allocation or exceeding a Sideboard limit or PSC Cap are difficult to estimate, and that penalty amounts are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the penalty amounts established under 3.b. and 3.c., above are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a member's obligation with respect to any harvest in excess of an allocation, Sideboard or applicable PSC Cap. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such overharvest.

e. Rights of Action. Each Coop agrees that the members of all other Coops shall have rights to initiate penalty actions and to be paid overharvest forfeitures and related costs of collection equivalent to such Coop's own members' rights. Each Coop agrees to take all corporate action necessary to give effect to this provision.

f. Indemnification.

(i) Each Coop (an "Indemnifying Coop") hereby agrees to indemnify, defend and hold harmless all other Coops and their members (the

"Indemnitees") against all third party claims, legal actions and proceedings of any type whatsoever (the "Actions"), and against all third party damages, including but not limited to all liabilities, obligations, judgments, penalties, fines, forfeitures, costs of defense and reasonable attorneys' fees (including fees incurred enforcing this indemnification) (together, the "Damages") that the Indemnitees incur as a result of an overharvest of a pollock allocation, Sideboard species or PSC Cap by a member of the Indemnifying Coop.

(ii) For purposes of this provision, in cases where an overharvest by a member is (a) not willful or repeated; (b) is capable of being corrected by other members (of the same or other Coops) restraining their harvest(s), and timely written notice is provided to such members' Coop(s); and (c) for which the appropriate amount of liquidated damages is tendered by the originally overharvesting member to a qualified third party escrow agent in readily available funds, the obligation of indemnification for third party claims related to the original overharvest shall shift to the Coop(s) receiving notice and the tender of liquidated damages.

4. Steller Sea Lion-Related Management Measures.

a. Non-Exempt Vessels. Other than as necessary to give effect to regulatory exemptions extended to its members (such as the measure which exempts vessels under 99' in length from Catcher Vessel Operational Area ("CVOA") closures during certain fall and winter months), each Inshore Coop agrees to limit the aggregate annual pollock harvest of its members per season and per area (as determined in accordance with NMFS accounting procedures related to such harvests, including NMFS presumptions concerning unmonitored vessels) to the percentage of the annual inshore pollock directed fishing allowance generally permitted to be harvested during such season and/or in such area.

b. Unmonitored Vessels. The Coops acknowledge that NMFS presumes pollock catch by unobserved vessels that are not carrying an operating Vessel Monitoring System ("VMS") is harvested in the Sea Lion Conservation Area ("SCA") until such area is closed, notwithstanding where the vessel actually fished. The Coops agree to work collectively to establish, adopt and enforce measures that promote accurate inside/outside SCA catch accounting.

5. Data Reporting.

a. Appointment of Monitoring Agent. The Coops acknowledge that it will not be possible to obtain the benefits associated with cooperative harvesting activity unless catch data is reported on a timely basis to a centralized monitoring and reporting agent (the "Monitoring Agent"). The Coops agree to independently contract with Sea State, Inc. as their agent for that purpose.

b. Data Gathering. Each Coop agrees to take all commercially reasonable actions to obtain catch data and other information that may be necessary for effective fishery management from its members as soon as reasonably possible, and to provide such data to the Monitoring Agent as soon as reasonably possible after receiving such data. Data produced for the Coops by the Monitoring Agent shall be presumed accurate, which presumption shall only be rebuttable upon clearly demonstrating inaccuracy.

6. Vessel Preregistration. The Coops acknowledge that it may be necessary for their members to provide advance notice of their intent to employ Vessels in certain fisheries, to provide NMFS and the Coops with the ability to project catch rates and amounts. Each Coop agrees to obtain such elections from its members and report them to the Monitoring Agent on a timely basis.

7. Intercooperative Management. The Coops acknowledge that resolving issues related to cooperative harvesting operations will be a continuing process. Each Coop agrees to appoint a person to represent it in intercooperative matters. The Coops further agree to retain United Catcher Boats ("UCB") to provide ongoing intercooperative coordination services until June 1, 2000. The Coops agree such services shall not include representing the Coops or any of them in political or general policy matters, other than as authorized by all Coops in advance.

8. Term. The initial term of this Agreement shall expire on November 30, 2000. The Coops agree to meet in good faith negotiations concerning modification of this Agreement and extension of its term not later than September 1, 2000, with the express intent of replacing or extending this Agreement prior to November 30, 2000.

9. Miscellaneous.

a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing the American Fisheries Act.

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

c. This Agreement 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 Agreement by telefacsimile shall have the same effect as delivering a signed original.

d. The parties agree to execute any documents necessary or convenient to give effect to intents and purposes of this Agreement.

e. All notices required to be given under this Agreement 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 transmission to the recipient. Each Coop agrees to provide the name, postal address, telefacsimile number and e-mail address (if any) of its representative for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.

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

g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Other than disputes related to overharvest of pollock, Sideboard limits or PSC Caps in connection with which one or more Coops or their members seek an injunction, a restraining order or some other form of equitable relief, all disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. 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 any Coop or Coop 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.

HIGH SEAS CATCHERS COOPERATIVE

By _____
Its _____

MOTHERSHIP FLEET COOPERATIVE

By _____
Its _____

AKUTAN CATCHER VESSEL
ASSOCIATION

By _____
Its _____

ARCTIC ENTERPRISE ASSOCIATION

By _____
Its _____

NORTHERN VICTOR FLEET
COOPERATIVE

By _____
Its _____

PETER PAN FLEET COOPERATIVE

By _____
Its _____

UNALASKA FLEET COOPERATIVE

By _____
Its _____

UNISEA FLEET COOPERATIVE

By _____
Its _____

WESTWARD FLEET COOPERATIVE

By _____
Its _____

ATTACHMENT 3

MONITORING

- **UFC Summer Pollock Fleet Radio Schedule**
- **UniSea Pollock Vessel Summary**
- **UniSea F/V Pollock Transfer**

**2000" Summer Pollock
Fleet Radio Schedule**

**DATE:
TIME:**

**08/14/00
16:30**

KXB-90
WQB-570

X

*SEE NOTE BELOW

WAA

08/14/2000
16:47

G1=	1			FOR SCHED.	FOR SCHED.	FIRST	FIRST	OLDEST	
G2=	2	FV	TONS	1ST FISH	DELIVERY	FISH	FISH	FISH	COMMENTS
			ABOARD			TIME	DATE	AGE	

403	2	AE	83	15:58	08/12	15:58	08/14	30	03:30	08/12	45	Dutch offloading
404	2	DF	220	19:24	08/12	19:24	08/14	150	04:00	08/13	39	Offload #'s first
404	2	AL	300	00:15	08/13	00:15	08/15	25	21:00	08/11	75	Fine ETA 2130
405	2	SW	235	06:52	08/13	06:52	08/15	45	07:30	08/12	71	NC 2230 After AL
406	2	SF	300	11:56	08/13	11:56	08/15	50	11:45	08/12	72	Fine ETA 0700 after SW
407	2	DF	460	18:33	08/13	18:33	08/15	150	04:00	08/13	63	Finish offload
408	2	GM	250	04:41	08/14	04:41	08/16	100	23:30	08/13	53	Fine
409	2	AG	325	16:42	08/14	16:42	08/16	200	00:01	08/14	65	Fine
410	2	AR		04:16	08/15	04:16	08/17				882124	Fine nothing to report
411	2	SL		15:51	08/15	15:51	08/17				882136	NC
412	2	SD		21:08	08/15	21:08	08/17				882141	Fine driving around
501	2	NS		03:12	08/16	03:12	08/18				882147	Fine looking
502	2	AS		07:03	08/16	07:03	08/18				882151	Dutch
503	2	AE		14:46	08/16	14:46	08/18				882159	
504	2	AL		19:18	08/16	19:18	08/18				882163	
505	2	SW		02:08	08/17	02:08	08/19				882170	
506	2	SF		07:12	08/17	07:12	08/19				882175	
507	2	DF		13:49	08/17	13:49	08/19				882182	
508	2	GM		04:41	08/18	04:41	08/20				882197	
509	2	AG		16:42	08/18	16:42	08/20				882209	
510	2	AR		04:17	08/19	04:17	08/21				882220	
511	2	SL		15:51	08/19	15:51	08/21				882232	
512	2	SD		21:09	08/19	21:09	08/21				882237	
601	2	NS		03:12	08/20	03:12	08/22				882243	
602	2	AS		07:04	08/20	07:04	08/22				882247	
603	2	AE		14:47	08/20	14:47	08/22				882255	

2173 ESTIMATED TONS ABOARD

ROTATION APPLIES UNLESS THE PLANT IS OUT OF FISH
48 HOUR SCHEDULE BASIS FOR FIRST FISH ABOARD TO DELIVERY TIME

* 100,000 G2 PRODUCTION RATE BASIS IN LBS PER HOUR

Unisea, Inc.
Pollock Vessel Summary

Season CD Start Date 7/24/00
Specie 270 End Date 10/31/00

Date Printed 8/13/00 -17:52:42

Vessel Name	Inside SCA in Metric Ton			Outside SCA in Metric Ton			Season To Date			Trips	
	Allocation/ Transfers	Total Caught	% Remain	Allocation/ Transfers	Total Caught	% Remain	Allocation/ Transfers	Total Caught	% Remain	Caught	Remain
Alesia	673.23	673.23	0.00%	4,313.77	102.43	2.37%	4,987.00	102.43	2.05%	15.3	08/09 - 02:40
American Eagle	749.65	418.42	55.81%	2,451.41	423.55	17.28%	3,201.06	841.96	26.30%	11.2	08/10 - 05:39
Arctic Wind	415.14	448.97	-33.83%	2,660.03	907.11	34.10%	3,075.17	1,356.08	44.10%	7.5	08/09 - 00:00
Argosy	342.19	398.13	116.35%	4,554.00	4,554.00	0.00%	4,896.19	398.13	8.13%	12.9	08/08 - 22:47
Auriga	1,178.92	647.90	54.96%	7,554.00	1,275.45	16.88%	8,732.92	1,923.35	22.02%	13.6	08/12 - 02:21
Aurora	1,328.08	514.27	38.72%	8,509.70	1,426.21	16.76%	9,837.78	1,940.48	19.72%	15.8	08/12 - 12:10
Defender	1,400.61	673.59	48.09%	8,974.46	1,987.30	22.14%	10,375.08	2,660.89	25.65%	11.3	08/11 - 04:40
GunMar	897.98	275.90	30.72%	5,753.87	1,222.08	21.24%	6,651.85	1,497.98	22.52%	9.4	08/11 - 15:47
Nordic Star	408.64	365.46	89.43%	2,618.37	751.20	28.69%	3,027.01	1,116.65	36.89%	10.6	08/10 - 00:52
SeaDawn	256.42	256.42	100.00%	3,599.85	1,033.50	28.71%	3,856.28	1,289.92	33.45%	9.3	08/12 - 22:19
Starfish	601.72	518.25	86.13%	3,855.55	610.32	15.83%	4,457.27	1,128.57	25.32%	11.7	08/10 - 17:56
Starlite	495.48	474.93	95.85%	3,174.77	520.15	16.38%	3,670.25	995.08	27.11%	11.4	08/12 - 18:28
Starward	486.28	478.05	98.31%	3,115.86	291.06	9.34%	3,602.14	769.11	21.35%	12.2	08/07 - 21:19
Total for Coop	9,234.35	5,470.28	59.24%	61,135.65	10,550.35	17.26%	70,370.00	16,020.62	22.77%	11.7	

Open Tickets Included in Summary

Vessel Name	Inside SCA	Outside SCA	Total Caught	Delivery Date - Hour	Status	Offload Complete
Aurora	0.00	466.60	466.60	08/12 - 12:10	PRCS	No
SeaDawn	0.00	245.66	245.66	08/12 - 22:19	PRCS	No
Starlite	0.00	218.67	218.67	08/12 - 18:28	PRCS	Yes

Unisea, Inc
 FV Pollock Transfer

Season CD Start Date 7/24/00
 Specie 270 End Date 10/31/00

Date Printed 8/13/00 -18:04:25

Trans. Date	From	To	In	SCA	Out	SCA	Out	In	SCA	Out	In	SCA
07/24	Arctic Wind	Westward Seafoods						226.344				CD
07/24	Arctic Wind	Westward Seafoods						222.628				CD
07/24	Nordic Star	Westward Seafoods						187.957				CD
07/26	Nordic Star	Westward Seafoods						177.498				CD
07/28	American Eagle	Argosy					317.518					CD
07/28	Argosy	American Eagle					317.518					CD
07/29	Arctic Wind	Westward Seafoods								224.443		CD
08/02	Arctic Wind	Westward Seafoods								231.634		CD
08/03	Argosy	Seadawn					1.268					CD
08/03	Fred Yeck	Seadawn					265.434					CD
08/03	Seadawn	Argosy					1.268					CD
08/03	Seadawn	Fred Yeck					265.434					CD
08/05	Arctic Wind	Westward Seafoods								233.752		CD
08/09	Arctic Wind	Westward Seafoods								217.279		CD