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January 21, 2003

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Christopher S. McNulty
Elizabeth Poh
Mark A. Wilner
Christopher T. Wion

OF COUNSEL
Janet H. Cheetham

Mr. Chris Oliver
Executive Director
North Pacific Fishery Management Council
605 West Fourth, Suite 306
Anchorage, Alaska 99501-2252

Re: Peter Pan Fleet Cooperative

Dear Chris:

Enclosed please find a copy of the First Amendment to Membership Agreement dated as of January 16, 2003 to reflect ownership changes for the vessels OCEAN LEADER, AMERICAN BEAUTY and MORNING STAR in the above-referenced cooperative.

Sincerely yours,

MUNDT MacGREGOR L.L.P.



Antonetta S. Cornwell
Paralegal

Enclosure

cc: Mr. Dale Schwarzmiller (w/out encl.)
Mr. Joseph M. Sullivan (w/out encl.)
Ms. Lori Durall (w/encl.)

FIRST AMENDMENT TO MEMBERSHIP AGREEMENT

PETER PAN FLEET COOPERATIVE

This FIRST AMENDMENT TO MEMBERSHIP AGREEMENT is entered into as of January 16, 2003 by and among the entities and vessels listed on Exhibit A attached hereto, and any other members admitted pursuant to this Agreement (together, the "Members") and PETER PAN FLEET COOPERATIVE, a Washington nonprofit corporation (the "Cooperative"):

RECITALS

A. The Members and the Cooperative are parties to that certain Membership Agreement dated as of December 17, 1999 (the "Membership Agreement").

B. The vessel OCEAN LEADER has undergone a change in ownership and is now owned 100% by Emmonak Leader L.L.C. Emmonak Leader L.L.C. is owned 75% by Yukon Delta Fisheries, Inc. and 25% by Ocean Leader, Inc.

C. The vessel AMERICAN BEAUTY has undergone a change in ownership and is now owned 100% by Alakanuk Beauty, L.L.C. Alakanuk Beauty, L.L.C. is owned 75% by Yukon Delta Fisheries, Inc. and 25% American Beauty, Inc.

D. The vessel MORNING STAR has undergone a change in ownership and is now owned 100% by Doña Martita LLC. Doña Martita LLC is owned 50% by Nina Fisheries, Inc. and 50% by Bristol Bay Economic Development Corporation.

AGREEMENT

Now, therefore, the members agree as follows:

1. Substitution of Owner. The members agree to substitute Emmonak Leader L.L.C. as owner of the vessel OCEAN LEADER and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

2. Substitution of Owner. The members agree to substitute Alakanuk Beauty, L.L.C. as owner of the vessel AMERICAN BEAUTY and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

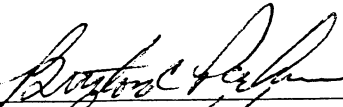
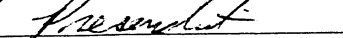
3. Substitution of Owner. The members agree to substitute Doña Martita LLC as owner of the vessel MORNING STAR and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

4. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Peter Pan Fleet Cooperative Membership Agreement dated as of December 17, 1999 shall be in full force and effect among the undersigned and that Exhibit A attached hereto replaces in its entirety Exhibit A to the Membership Agreement.

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

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.

F/V ELIZABETH F
Elizabeth F., Inc.

By: 
Its: 

By: _____
Its: _____

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: _____
Its: _____

By: _____
Its: _____

Signatures continued on page 3.

2. Substitution of Owner. The members agree to substitute Alakanuk Beauty, L.L.C. as owner of the vessel AMERICAN BEAUTY and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

3. Substitution of Owner. The members agree to substitute Doña Martita LLC as owner of the vessel MORNING STAR and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.


4. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Peter Pan Fleet Cooperative Membership Agreement dated as of December 17, 1999 shall be in full force and effect among the undersigned and that Exhibit A attached hereto replaces in its entirety Exhibit A to the Membership Agreement.

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

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.


F/V ELIZABETH F
Elizabeth F., Inc.

By: _____
Its: _____

By: 
Its: vice president

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: 
Its: vice president

By: _____
Its: _____

Signatures continued on page 3.

2. Substitution of Owner. The members agree to substitute Alakanuk Beauty, L.L.C. as owner of the vessel AMERICAN BEAUTY and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

3. Substitution of Owner. The members agree to substitute Doña Martita LLC as owner of the vessel MORNING STAR and to take such other actions and execute such other agreements as may be necessary to reflect this change in ownership.

4. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Peter Pan Fleet Cooperative Membership Agreement dated as of December 17, 1999 shall be in full force and effect among the undersigned and that Exhibit A attached hereto replaces in its entirety Exhibit A to the Membership Agreement.

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F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.

F/V ELIZABETH F
Elizabeth F., Inc.

By: _____
Its: _____

By: _____
Its: _____

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: _____
Its: _____

By: Ejmar Langreter
Its: GEN/PRIN.

Signatures continued on page 3.

F/V AMERICAN BEAUTY
Alakanuk Beauty, L.L.C.

By: John D. Peter
Its: Representative

F/V OCEAN LEADER
Emmonak Leader, L.L.C.

F/V MORNING STAR
Doña Martita LLC

By: John D. Peter
Its: Representative

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
Alakanuk Beauty, L.L.C.

By: _____
Its: _____

F/V OCEAN LEADER
Emmonak Leader, L.L.C.

F/V MORNING STAR
Doña Martita LLC

By: _____
Its: _____

By: Kathy Shepard
Its: Authorized Representative

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

EXHIBIT A

PETER PAN FLEET COOPERATIVE

BERING SEA/ ALEUTIAN ISLANDS POLLOCK FISHERY
HARVEST SCHEDULE

Members and Vessels	Percentage of Allocation
F/V AMBER DAWN Amber Dawn Fisheries L.L.C.	5.69%
F/V AMERICAN BEAUTY Alakanuk Beauty, L.L.C.	1.71%
F/V ELIZABETH F Elizabeth F., Inc.	17.90%
F/V OCEANIC Oceanic and Owners, Inc.	6.26%
F/V MORNING STAR Doña Martita LLC	25.59%
F/V OCEAN LEADER Emmonak Leader, Inc.	2.54%
F/V PROVIDIAN Ocean Spray Partnership	17.74%
F/V WALTER N Elizabeth F., Inc.	18.72%
F/V TOPAZ Topaz Partnership	3.85%
Total	100.00%

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: _____
Its: _____

F/V OCEAN LEADER
Emmonak Leader, LLC.

F/V MORNING STAR
Dona Martica, LLC.

By: _____
Its: _____

By: _____
Its: _____


F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: 
Its: President

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: Dylan D. Pitan
Its: Representative

F/V OCEAN LEADER
Emmonak Leader, LLC.

F/V MORNING STAR
Dona Martita, LLC.

By: Dylan D. Pitan
Its: Representative

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: Mark D. Chandler
Its: Gen. Partner

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: Dylan D. Peter
Its: Representation

F/V OCEAN LEADER
Emmonak Leader, LLC.

F/V MORNING STAR
Dona Martida, LLC.

By: Dylan D. Peter
Its: Representation

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: Walt Raber
Its: General Partner

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: Dale D. Peter
Its: Representative

F/V OCEAN LEADER
Emmonak Leader, LLC.

F/V MORNING STAR
Dona Martida, LLC.

By: Dale D. Peter
Its: Representative

By: Kathy Shepard
Its: Authorized Representative

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: *Dylan D Peter*
Its: *Representation*

F/V OCEAN LEADER
Emmonak Leader, LLC.

F/V MORNING STAR
Dona Martida, LLC.

By: *Dylan D Peter*
Its: *Representation*

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

2003 ADDENDUM

Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Peter Pan Fleet Cooperative Membership Agreement dated as of December 17, 1999 shall be in full force and effect among the undersigned for the year 2003, and that Exhibit A attached hereto replaces in its entirety Exhibit A to the Membership Agreement and to all prior addenda thereto.

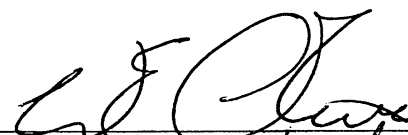
In addition, each of the undersigned hereby certifies that the vessel on behalf of which it is executing this Addendum: (i) delivered more pollock to Peter Pan Seafoods, Inc. than to any other AFA inshore processor in the last year in which the vessel engaged in directed fishing for pollock in the BSAI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

Dated effective as of the 1st day of December, 2002.

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.


F/V ELIZABETH F
Elizabeth F., Inc.

By: _____
Its: _____

By:  _____
Its: vice president

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By:  _____
Its: vice president

By: _____
Its: _____

Signatures continued on page 2.

PETER PAN FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

2003 ADDENDUM

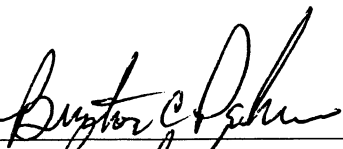
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In addition, each of the undersigned hereby certifies that the vessel on behalf of which it is executing this Addendum: (i) delivered more pollock to Peter Pan Seafoods, Inc. than to any other AFA inshore processor in the last year in which the vessel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

Dated effective as of the 1st day of December, 2002.

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.

F/V ELIZABETH F
Elizabeth F., Inc.

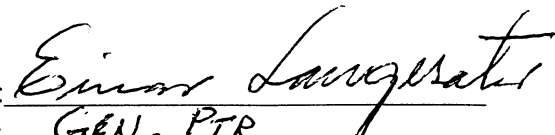
By: 
Its: President

By: _____
Its: _____

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: _____
Its: _____

By: 
Its: GEN. PTR.

Signatures continued on page 2.

AGREEMENT TO PROCESS

THIS AGREEMENT TO PROCESS is entered into as of December 1, 2002, by PETER PAN SEAFOODS, INC., a Washington corporation ("Peter Pan"), with reference to the following facts:

A. The American Fisheries Act (the "Act") authorizes the Secretary of Commerce to reserve portions of the Bering Sea/ Aleutian Islands ("BS/ AI") pollock inshore directed fishing allowance for harvesting only by members of qualifying fishery cooperatives.


B. Under the Act, a contract implementing a qualifying fishery cooperative must specify that (i) other than as permitted under Section 210(b)(6) of the Act, the cooperative's catcher vessels will deliver pollock in the BS/ AI directed pollock fishery only to the processor to which such vessels delivered the predominant amount of their shoreside pollock catch in the prior year, and (ii) such processor has agreed to process such pollock.

C. The owners of eighty percent (80%) of the catcher vessels that delivered more pollock to the Peter Pan plant in King Cove, Alaska (the "Plant") in the last year in which the vessels engaged in directed fishing for pollock for delivery to the inside sector have agreed, subject to the provisions of Section 210(b)(6) of the Act and related provisions in the Peter Pan Fleet Cooperative (the "Cooperative") Membership Agreement, to deliver pollock from the BS/ AI directed pollock fishery only to the Plant.

D. Peter Pan is willing to agree to process the BS/ AI directed pollock fishery harvest of the Cooperative's members' vessels, to enable the Cooperative to obtain an allocation of BS/ AI pollock under Section 210 of the Act.

NOW, THEREFORE, Peter Pan hereby agrees to purchase and process pollock harvested in the BS/ AI directed pollock fishery by the Cooperative's members' catcher vessels, on terms and conditions to be agreed upon by and between Peter Pan and such vessels' owners. Peter Pan hereby acknowledges and agrees that, pursuant to Section 210(b)(6) of the Act, such vessels may deliver up to ten percent (10%) of the Cooperative's BS/ AI pollock allocation to qualified shoreside processors other than Peter Pan.

PETER PAN SEAFOODS, INC.

By  _____
Its V. Pres. _____

MUNDT MACGREGOR L.L.P.
A T T O R N E Y S A T L A W

Jay H. Zulauf
Wm. Paul MacGregor
J. David Stahl
Matthew L. Fick
Joseph M. Sullivan
Joe B. Stansell
John H. Chun

999 Third Avenue • Suite 4200
Seattle, Washington • 98104-4082

Telephone (206) 624-5950
Facsimile (206) 624-5469

December 23, 2002

R. Shawn Griggs
Christopher J. Kerkering
Duncan R. McIntosh
Christopher S. McNulty
Elizabeth Poh
Mark A. Wilner
Christopher T. Wion

OF COUNSEL
Janet H. Cheetham

Mr. Chris Oliver
Executive Director
North Pacific Fishery Management Council
605 West Fourth, Suite 306
Anchorage, Alaska 99501-2252

SENT VIA FEDERAL EXPRESS

Re: Peter Pan Fleet Cooperative

Dear Chris:

Enclosed please find the following documents related to the above-referenced cooperative:

- Agreement to Process dated as of December 1, 2002; and
- 2003 Addendum to Membership Agreement.

To the best of our knowledge there have been no amendments to the Membership Agreement on file with the Council.

Sincerely yours,

MUNDT MacGREGOR L.L.P.



Antonetta S. Cornwell
Paralegal

Enclosures

cc: Mr. Dale Schwarzmiller (w/out encl.)
Mr. Joseph M. Sullivan (w/out encl.)
Ms. Sue Salvesson (w/out encl.)

F/V AMERICAN BEAUTY
Alakanuk Beauty, LLC.

By: _____
Its: _____

F/V OCEAN LEADER
Emmonak Leader, L.L.C.

F/V MORNING STAR
Dofia Martita LLC

By: _____
Its: _____

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

Mark D Chandler

By: _____
Its: _____

By: Mark Chandler
Its: Gen Partner - Topaz Partnership

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

EXHIBIT A

PETER PAN FLEET COOPERATIVE

BERING SEA/ALEUTIAN ISLANDS POLLOCK FISHERY
HARVEST SCHEDULE

Members and Vessels	Percentage of Allocation
F/V AMBER DAWN Amber Dawn Fisheries L.L.C.	5.69%
F/V AMERICAN BEAUTY Alakanuk Beauty, L.L.C.	1.71%
F/V ELIZABETH F Elizabeth F., Inc.	17.90%
F/V OCEANIC Oceanic and Owners, Inc.	6.26%
F/V MORNING STAR Doña Martita LLC	25.59%
F/V OCEAN LEADER Emmonak Leader, Inc.	2.54%
F/V PROVIDIAN Ocean Spray Partnership	17.74%
F/V WALTER N Elizabeth F., Inc.	18.72%
F/V TOPAZ Topaz Partnership	3.85%
Total	100.00%

F/V AMERICAN BEAUTY
Alakanuk Beauty, L.L.C.

By: _____
Its: _____

F/V OCEAN LEADER
Emmonak Leader, L.L.C.

F/V MORNING STAR
Doña Martita LLC

By: _____
Its: _____

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: Walt Ralves
Its: General Partner

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: [Signature]
Its: President

PETER PAN SEAFOODS 2002 COOP REPORT:

Final

1.0 Introduction:

The 2002 Peter Pan Seafoods Co-Op was allocated 2.138% (313,717 mt) of the Inshore component of the BSAI 2002 pollock TAC.

The individual catcher vessels belonging to the PPSF CoOp were given individual percentages of the Co-Ops allocation based on (confirmed by NMFS) historical catch brought to the PPSF CoOp. This is showed in Table 1-A.

Using information on historical catch history percentages, table 1-B shows you how pollock allocations were given for the entire year.

TABLE 1-A		
Fishing Vessel	Historical poundage	%
Amber Dawn	1,182,007	5.69%
American Beauty	355,253	1.71%
Elizabeth F	3,721,320	17.90%
Ocean Hope 1	5,319,391	25.59%
Ocean Leader	528,599	2.54%
Oceanic	1,301,119	6.26%
Providian	3,688,296	17.74%
Topaz	799,429	3.85%
Walter N	3,890,802	18.72%
TOTAL:	20,786,216	100.00%
<i>total history (best of 2)</i>	<i>41,572,432</i>	<i>pounds</i>

TABLE 1-B				
PPSF boat by boat percentage and pounds				
Fishing Vessel	Historical poundage	%	A/B Season	C/D Season
Amber Dawn	1,182,007	5.69%	687,850	1,031,775
American Beauty	355,253	1.71%	206,734	310,101
Elizabeth F	3,721,320	17.90%	2,165,561	3,248,342
Ocean Hope 1	5,319,391	25.59%	3,095,533	4,643,299
Ocean Leader	528,599	2.54%	307,610	461,414
Oceanic	1,301,119	6.26%	757,165	1,135,747
Providian	3,688,296	17.74%	2,146,344	3,219,516
Topaz	799,429	3.85%	465,215	697,822
Walter N	3,890,802	18.72%	2,264,189	3,396,283
TOTAL:	20,786,216	100.00%	12,096,199	18,144,299

1.1 List of Member Vessels:

Vessel Name:	ADF&G:	AFA #:
Amber Dawn	00028	0980
American Beauty	24255	1688
Elizabeth F	14767	0823
Ocean Hope I	70323	6204
Ocean Leader	00032	1229
Oceanic	03434	1667
Providian	70709	6308
Topaz	40250	0405
Walter N	34919	0825

1.2 PPSF Coop membership agreement:
Attachment Number One

1.3 Catcher Vessel Intercoop Agreement:
Attachment Number Two

2.0 Pollock allocations to PPSF Bering Sea CoOp members and actual catch:

Bering Sea Pollock allocations were split up as shown previously in tables 1-A, 1-B and 1-C. Bering Sea Pollock catches were recorded and monitored thru the PPSF King Cove shorebased plant office. This is shown to you in table 2-A dealing with the A/B season and table 2-B dealing with the C/D season.

TABLE 2-A

Amber Dawn		Fish Ticket #:	Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:			687,850
28-Jan	OL 00 039628		333,661	
17-Feb	AB 00 039768		48,608	
02-Mar	AB 01 001274		305,581	
			687,850	

CoOp Total A/B:	
12,096,201	allocated for A/B
12,066,411	Total Harvested
	Allocated pounds remaining
29,790	

American Beauty/Ocean Leader		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		514,344
30-Jan	OL 00 39633		347,801
17-Feb	AB 00 039768		36,354
02-Mar	AB 01 001274		130,189
			514,344

Elizabeth F		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		2,165,561
04-Feb	00 039778		274,118
06-Feb	00 039780		269,202
08-Feb	00 039796		256,819
12-Feb	00 039759		251,352
14-Feb	00 039763		264,797
16-Feb	00 039767		259,898
18-Feb	01 001279		251,549
20-Feb	G01 001285		211,354
		2,039,089	126,472

Ocean Hope 1		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		3,095,533
02-Feb	OL 039644		384,413
10-Feb	OL 039754		366,032
13-Feb	AB 039762		458,925
17-Feb	AB 00 039768		218,852
20-Feb	AB 00 001283		449,544
27-Feb	AB 01 001268		510,586
04-Mar	OL 01 001300		342,315
07-Mar	OL 01 001380		364,866
		3,095,533	-

Providian:		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		2,146,344
04-Feb	OL 00 039777		351,430
06-Feb	OL 00 039783		386,470
11-Feb	OC 00 039757		392,657
17-Feb	AB 00 039768		151,747
24-Feb	AB 01 001251		464,102
02-Mar	AB 01 001274		81,951
03-Mar	WN 01 001298		104,468
07-Mar	OL 01 001380		25,370
19-Mar	TZ 01 001337		158,359
		2,116,554	29,790

Oceanic		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		757,165
11-Feb	00 039757		128,207
25-Feb	01 010252		118,118
28-Feb	01 001271		510,840
		757,165	-

Topaz		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		465,215
19-Mar	01 001337		174,113
21-Mar	01 001340		291,102
		465,215	-

Walter N		Pounds delivered:	Pounds remaining:
20-Jan-02	A/B allocation:		2,264,189
15-Feb	00 039765		380,898
17-Feb	00 028255		341,573
19-Feb	00 001280		363,489
23-Feb	01 001297		349,274
26-Feb	01 001254		335,247
01-Mar	01 001272		320,829
03-Mar	01 001298		299,351
		2,390,661	(126,472)

American Beauty:		Pounds delivered:	Pounds remaining:
13-Feb	AB 00 039762		458,925
17-Feb	AB 00 039768		455,561
20-Feb	AB 00 001283		449,544
24-Feb	AB 01 001251		464,102
27-Feb	AB 01 001268		510,586
02-Mar	AB 01 001274		517,721
		2,856,439	

Ocean Leader:		Pounds delivered:	Pounds remaining:
28-Jan	OL 00 039628		333,661
30-Jan	OL 00 039633		347,801
02-Feb	OL 00 039644		384,413
04-Feb	OL 00 039777		351,430
06-Feb	OL 00 039783		386,470
10-Feb	OL 01 039754		366,032
04-Mar	OL 01 001300		342,315
07-Mar	OL 01 001380		390,236
		2,902,358	

TABLE 2-B

Amber Dawn			Pounds remaining:	CoOp Total C/D:	
10-Jun-02	C/D Allocation:			18,144,299	allocated for C/D
14-Jun-02	G01001325	69,761	OL	18,006,305	Total Harvested
18-Jun-02	G01003181	347,400	Oceanic		Allocated pounds remaining
05-Jul-02	G01003194	211,694	AB	137,994	
17-Jul-02	G01003052	151,892	AB		
21-Jul-02	G01003055	240,389	AB	18,358,830	8/28 Revised Allocation
		1,031,136	639	18,006,305	Total Harvest
				352,525	Remaining

American Beauty/Ocean Leader			Pounds remaining:
10-Jun-02	C/D Allocation:		771,515
11-Jun-02	G01003176	192,721	
11-Jun-02	G01001324	176,278	
14-Jun-02	G01003178	92,629	
11-Jul-02	G01003197	123,836	
15-Jul-02	G01003201	186,265	
		771,729	(214)

Elizabeth F			Pounds remaining:
10-Jun-02	C/D Allocation:		3,248,342
16-Jul-02	G01003202	222,305	
20-Jul-02	G01003054	212,145	
22-Jul-02	G01003056	208,545	
24-Jul-02	G01003058	209,659	
26-Jul-02	G01003060	205,833	
28-Jul-02	G01003062	221,195	
30-Jul-02	G01003063	213,908	
01-Aug-02	G01003064	231,915	
04-Aug-02	G01003065	93,380	
06-Aug-02	G01003066	212,781	
08-Aug-02	G01003067	196,302	
10-Aug-02	G01003451	226,791	
13-Aug-02	G01003069	233,168	
16-Aug-02	G01003071	194,294	
20-Aug-02	G01003074	165,159	
23-Aug-02	G01003454	234,335	
		3,281,715	(33,373)

Ocean Hope 1			Pounds remaining:
10-Jun-02	C/D Allocation:		4,643,299
14-Jun-02	G01003178	221,898	OL
20-Jun-02	G01003183	343,395	OL
24-Jun-02	G01003479	103,874	OL
24-Jun-02	G01003186	241,609	OL
28-Jun-02	G01003481	354,261	OL
02-Jul-02	G01003484	162,465	OL
02-Jul-02	G01003191	190,366	OL
03-Jul-02	G01003192	98,988	Oceanic
04-Jul-02	G01003193	345,109	OL
07-Jul-02	G01003195	333,179	OL
10-Jul-02	G01003486	335,035	Oceanic
10-Jul-02	G01003196	179,477	Oceanic
11-Jul-02	G01003487	241,989	AB
13-Jul-02	G01003199	240,335	AB
15-Jul-02	G01003201	255,409	AB
17-Jul-02	G01003488	276,371	AB
21-Jul-02	G01003489	167,272	AB
23-Jul-02	G01003057	428,674	AB
25-Jul-02	G01003059	122,535	AB
		4,642,241	1,058

Providian:			Pounds remaining:
10-Jun-02	C/D Allocation:		3,219,516
17-Jun-02	G01003476	332,382	OL
22-Jun-02	G01003185	356,350	OL
26-Jun-02	G01003480	66,370	OL
26-Jun-02	G01003188	45,250	OL
30-Jun-02	G01003482	373,883	OL
08-Jul-02	G01003485	385,920	Oceanic
12-Jul-02	G01003198	440,642	Oceanic
14-Jul-02	G01003200	485,585	Oceanic
19-Jul-02	G01003053	385,127	AB
21-Jul-02	G01003055	33,320	AB
25-Jul-02	G01003059	310,879	AB
		3,215,708	3,808

Oceanic			Pounds remaining:
10-Jun-02	C/D Allocation:		1,135,747
29-Jun-02	G01003190	450,663	
01-Jul-02	G01003483	515,740	
03-Jul-02	G01003192	169,315	
		1,135,718	29

Topaz			Pounds remaining:
10-Jun-02	C/D Allocation:		697,822
18-Aug-02	G01003072	301,791	
23-Aug-02	G01003455	292,338	
		594,129	103,693

Walter N			Pounds remaining:
10-Jun-02	C/D Allocation:		3,396,283
13-Jun-02	G01003177	302,685	
15-Jun-02	G01003179	320,941	
17-Jun-02	G01003477	176,472	
17-Jun-02	G01003180	146,863	
19-Jun-02	G01003182	334,055	
21-Jun-02	G01003251	168,240	
21-Jun-02	G01003184	236,109	
23-Jun-02	G01003478	249,317	
25-Jun-02	G01003187	304,909	
27-Jun-02	G01003189	293,942	
15-Aug-02	G01003452	68,389	
15-Aug-02	G01003070	191,083	
18-Aug-02	G01003073	273,186	
22-Aug-02	G01003453	267,738	
		3,333,929	62,354

3.0 CO-OP CATCHER VESSEL SIDEBOARD LIMITATIONS, BSAI & GOA.

Peter Pan Seafoods Co-Op for the year 2002 fishing season was made up of 9 catch histories.

- ** Of the PPSF co-ops 9 catch histories, there are 6 vessels participating in the harvest of these allocations.
- ** 3 of these 6 vessels were Non-Exempt vessels fishing in both the mothership and the shoreside sectors.
- ** The other 3 vessels were under 99 GOA Exempt vessels
- ** It is to the understanding of the PPSF Co-OP that these vessels fishing both sectors were to be monitored by the mothership sector.

BSAI P. Cod fishing:

- ** Only one of these vessels participated in this fishery
This vessel was; also fishing for, and being monitored by, the Mothership sector.

GOA Sideboard cod fisheries:

- ** None of the PPSF non-exempt vessels participated in this fishery.

Directed Yellowfin and other flatfish fisheries:

- ** None of the PPSF non-exempt vessels participated in this fishery.

2002 INTERCOOPERATIVE AGREEMENT

This 2002 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 DEC 18, 2001, 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 catcher vessels eligible to harvest BS and AI pollock in the "catcher/processor" 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. The North Pacific Fishery Management Council (the "Council") has adopted "trigger amounts" of chinook, other salmon and herring (the "Trigger Amounts"). Attainment of a Trigger Amount causes certain "savings areas" to be closed to trawling for pollock for certain periods of time. The Coops are also subject to limits on their incidental catch of halibut and crab (the "PSC Limits"). Each Coop's members have agreed to exercise their best efforts to conduct their fishing efforts such that their Coop operates within the Trigger Amounts and PSC Limits, and to comply with the related management measures.

C. Pursuant to Section 211(c) of the AFA, the Council has adopted certain measures to prevent the Vessels from exceeding in the aggregate their traditional harvest levels in certain 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.

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").

Now, therefore, the parties agree as follows:

1. Trigger Amount Management. The Coops agree to exercise all reasonable efforts to reduce their salmon and herring bycatch to the lowest commercially practical levels, and specifically agree to coordinate their members' fishing activities with the goal of achieving the lowest practicable bycatch rates. For purposes of this Section, Coop catch data produced by the Monitoring Agent (as identified in Section 6.a, below) in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate.

a. Bycatch Reporting. Each Coop shall arrange to have each of their members' Vessels' bycatch data (to the fullest extent available, with tow-by-tow data being considered optimal) released directly from then NMFS Observer Program to the Monitoring Agent and the Intercoop Manager (as identified in Section 8, below). The Monitoring Agent and the Intercoop Manager are hereby authorized to release all such data in forms and to parties as they reasonably deem appropriate to promote bycatch reduction.

2. 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.

3. Sideboard Management. The Coops acknowledge and agree that coordinated Sideboard management is essential to insure compliance with the aggregate Sideboard limits established under the AFA. Therefore, the Coops agree to the procedures set forth in this Section 3. 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 Sideboard-Related PSC Cap Allocation. The Monitoring Agent will annually allocate the BS/ AI Pacific cod Sideboard (the "Cod

Sideboard") in accordance with the terms and conditions of that certain Cod Allocation Agreement among the Coops dated as of June 1, 2000 (the "Cod Agreement"). The Monitoring Agent, in consultation with NMFS, will allocate all Sideboard species other than BS/ AI Pacific cod and will allocate all PSC Caps (including those applicable to BS/ AI Pacific cod) in accordance with this Section 3.a.

The Monitoring Agent will first reserve an amount of each such 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 Limits 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 Limits such that:

(i) each Coop shall receive PSC Limit allocations for each of the Sideboard fisheries in which its vessels operate without exemptions proportionate such Coop's related Sideboard species allocations, provided that each Coop's initial PSC Limit 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 Limit 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 3, the mothership sector catcher vessels shall be considered "non-exempt" prior to March 1, and their initial coop Sideboard and PSC Limit 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. 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.

d. 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 Limit allocations, as adjusted by transfers with other Coops and pursuant to Subsection 3.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.

e. Gulf of Alaska Groundfish Sideboard Exemption. The Coops acknowledge that the Council has stipulated that no Vessel shall be exempt from the Gulf of Alaska groundfish Sideboards in any year during which other vessels are

permitted to lease any portion of such Vessel's BS or AI pollock allocations. The Coops acknowledge that the Council's stipulation was intended to prevent a Vessel from using its ability to transfer or license its Coop BS or AI pollock allocation to increase its opportunity to harvest Gulf groundfish in excess of applicable Sideboards. The Coops agree to require that an exempt Vessel that actually exceeds an otherwise applicable Gulf groundfish Sideboard in 2002 shall not have transferred any amount of such Vessel's BS/ AI pollock allocation for 2002 to another vessel such that the aggregate amount of such exempt Vessel's annual BS/ AI pollock allocation is reduced by such transfer(s). The Coops agree that an exempt Vessel which actually exceeds a Gulf groundfish Sideboard and fails to comply with the BS/ AI pollock transfer limitations of this Section shall be deemed to have overharvested its Sideboard allocation, notwithstanding its exempt status, and shall be subject to the related overharvest penalties per the enforcement provisions of its Coop's Membership Agreement and this Agreement. For purposes of this provision, a Vessel's pollock allocations shall be calculated net of the amount normally reserved for harvest by a Coop "sweep-up" Vessel for purposes of season and/or area harvest limit compliance.

4. 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 Limit 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 directed fishing and PSC Limit allocations available to other Coop members on reasonable terms and conditions. However, other than as provided in Section 4.f.(ii), below, nothing in this Section 4 shall constitute an affirmative obligation on the part of any Coop or its members to transfer an allocation at the request of another Coop or other members.

b. Pollock Allocation and Sideboard Penalties. The Coops acknowledge that notwithstanding the provisions of Section 4.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 BS, AI or Gulf pollock directed fishing allocation amount or area or season proportion of one hundred fifty percent (150%) of the total ex-vessel value of such overharvest. For purposes of this Subsection 4.b and Subsection 4.c, below, provision, ex-vessel value shall be deemed to be the ex-vessel price paid by the processor(s) to which the overharvesting member delivered for the overharvested

species during the season(s) in which the overharvest takes place, and shall include all consideration paid for the overharvested allocation, including but not limited to all bonuses and post season adjustments. The Coops each agree to adopt the uniform penalty amount of One Thousand Dollars (\$1,000.00) per metric ton for overharvests in the directed BS, AI and Gulf Pacific cod fisheries, and the amount of Three Hundred Dollars (\$300.00) per metric ton for overharvests in all other BS, AI and Gulf directed groundfish fisheries. 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 Limit Enforcement. Upon a Coop receiving written notice from the Monitoring Agent that it does not have an adequate PSC Limit 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 PSC Limit 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 Limit 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 4.b. and 4.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 Limit 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.

5. Steller Sea Lion-Related Management Measures.

a. Non-Exempt Vessels. Other than as necessary to give effect to exemptions for which its members qualify, 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.

c. SCA Exemption for Vessels Equal to or Less than 99' in Overall Length. The Coops acknowledge that under the current Steller sea lion-related management measures, vessels equal to or less than 99 feet in length are eligible to harvest all of their BS pollock A and D season allocations inside the SCA. So long as this exemption remains in effect, the Coops agree that the Monitoring Agent in consultation with NMFS will calculate and reserve from the Coops' aggregate pollock allocations an amount of quota inside the SCA adequate to fund the total seasonal directed harvest of all members' Vessels equal to or less than 99 feet (the "99' Reserve").

The Monitoring Agent will then allocate the 99' Reserve among the Coops pro rata, according to the relative catch histories of their vessels under 99'. Each Coop shall in turn allocate its share of the 99' Reserve among its members operating vessels under 99' in length, prior to establishing the inside SCA allocations for its members' Vessels over 99' in length. The Coops agree to require that any license or transfer of pollock quota from a vessel equal to or less than 99' to a vessel over 99' shall be subject to generally applicable regulations concerning spatial and temporal distribution of catch, including but not limited to proportions which may be harvested inside the SCA, notwithstanding the exemption extended to vessels less than or equal to 99'.

6. 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.

7. 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.

8. 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 and an intercooperative manager (the "Intercoop Manager") through December 31, 2002. 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.

9. Term. This Agreement shall take effect upon execution by all of the Coops. This Agreement shall expire on November 30, 2002. The Coops agree to meet in

good faith negotiations concerning modification of this Agreement and extension of its term not later than October 1, 2002, with the express intent of replacing or extending this Agreement prior to November 30, 2002.

10. 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 Limits 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

MOTHERSHIP FLEET COOPERATIVE

By Donna Parker
Its IC alt.

By J. L. Di
Its President

AKUTAN CATCHER VESSEL ASSOCIATION

ARCTIC ENTERPRISE ASSOCIATION

By [Signature]
Its PRES

By [Signature]
Its pres

NORTHERN VICTOR FLEET COOPERATIVE

PETER PAN FLEET COOPERATIVE

By [Signature]
Its PRESIDENT

By [Signature]
Its president

UNALASKA FLEET COOPERATIVE

By [Signature]
Its President

UNISEA FLEET COOPERATIVE

By [Signature]
Its President

WESTWARD FLEET COOPERATIVE

By [Signature]
Its President

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