

2006

FINAL REPORT

UNALASKA FLEET COOPERATIVE

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APPENDIX

Unalaska Fleet Cooperative Membership Agreement

I. INTRODUCTION

2006 marked the seventh operational year of inshore coops under the American Fisheries Act (AFA.) Cooperatives are designed to improve both the economical and biological health of the Pollock fishery in the Bering Sea. Under the cooperative structure fishermen and processors are able to effectively reduce bycatch and better utilize all species in a fishery. Additionally fisheries managers receive better information on catch rates and stock distribution. As in previous years cooperatives were established in all three sectors of the Bering Sea Pollock fishery. The offshore component formed the Pollock Conservation Cooperative, consisting of factory trawlers. The High Seas Catcher Cooperative was also formed representing those catcher vessels that delivered Pollock to the factory trawler sector during the qualifying years. The Mothership Sector formed one cooperative and the inshore sector formed a total of seven. Quotas are distributed to coops by the NMFS as per a formula based on the catch percentages by vessels in the qualifying years as set in the AFA.

The Unalaska Fleet Cooperative is one of seven inshore cooperatives formed in December 1999 in accordance to the directives set forth by congress in the AFA. Our objective is to reduce the competition for fish thereby promoting economic stability and safety for all members, fishermen and vessels. In our seventh year of operation we continued to expand our management to increase utilization of the fishery while decreasing bycatch. By utilizing the flexibility accorded us through the AFA, we were able to continue increasing the quality of our catch and the efficiency of our operation.

In compliance with AFA regulations, this report is submitted as a summary of harvest and cooperative performance for the 2006 fishing season in the Bering Sea and the Gulf of Alaska. Catch figures are compiled from actual fish ticket information.

Catch statistics are separated into two sections, the Bering Sea AFA Pollock fishery and the sideboard fisheries in both the Bering Sea and the Gulf of Alaska. Included are tables reporting distribution and catch of AFA Pollock by member vessels. All target species, aggregate groundfish bycatch and prohibited species catch (PSC) are tabulated for each target fishery on a per vessel basis.

II. UNALASKA FLEET COOPERATIVE

A. MEMBERSHIP

The Unalaska Fleet Cooperative was formed in December of 1999 to obtain a specific allocation of Pollock in the Bering Sea and Aleutian Islands based on the landed history of member vessels in 1995, 1996 and 1997. The allocated amount would then be distributed among member vessels as per agreement in the bylaws of the cooperative. Our primary goal is to reduce and utilize non-target species bycatch in a responsible fashion while improving harvest and processing efficiencies in target fisheries. Members strive to reduce incidental bycatch of prohibited species through fishing practices, improved fleet monitoring and information distribution, and use of research and development of new gear and techniques. Membership consists of persons or entities that qualify to form a fishery cooperative associated with the Alyeska Seafood Inc plant in Unalaska under section 2 10(b) of the American Fisheries Act.

MEMBER	VESSEL	LOA	AFA PERMIT NUMBER	COD EXEMPT STATUS
Alaska Rose L.P.	Alaska Rose	124'	515	Non exempt
Bering Rose L.P.	Bering Rose	124'	516	Non exempt
F/V Destination Limited Partnership	Destination	180'	3988	Non exempt
Great Pacific Limited Partnership	Great Pacific	124'	511	Non exempt
Global Seas Inc.	Morning Star	148'	208	Non exempt
Rondy's Inc. and Seamate, Inc.	Progress	114'	512	Non exempt
Futura Fisheries Inc.	Vanguard	94'	519	Mothership
F/V Western Dawn, LLC	Western Dawn	113'	134	Mothership
Kendrick Bay L.P.	Sea Wolf	143'	1652	Non exempt
F/V Ms Amy and Messiah, L.P.	Ms Amy	90'	2904	Non exempt
F/V Ms Amy and Messiah, L.P.	Messiah	83'	6081	Exempt

B. IN SEASON MANAGEMENT

Fishing strategies and plans were developed to improve resource utilization. A manager was contracted to verify catch histories for Pollock and all sideboard species in both the Bering Sea/Aleutian Islands and the Gulf of Alaska and perform in season management of the fleet based on catch trends and fleet operations. Upon verification of histories, associated sideboard caps and cooperative Pollock allocations were then distributed among the coop fleet based on individual vessel landed catch histories using the same criteria as NMFS for each fishery. Distributions were made on an annual basis based on the same criteria used by NMFS for distribution to cooperatives. Seasonal and area caps were set parallel to NMFS regulations to protect Stellar Sea Lions.

The manager was present in Dutch Harbor during the fishing season to monitor the catch of Pollock and sideboard species. Additional responsibilities include guiding the fleet in understanding the coop structure and objectives, gathering and analyzing data to help vessel captains reduce bycatch, and identifying and initiating change in accordance with those objectives. Harvest reports were filed weekly with NMFS as per regulation. The fleet was monitored and data sent to Sea State as per the Inter-Cooperative agreement. Quota management included filing of amendment 69 documents with NMFS to allow for contract fishing as needed and providing documentation for transfer of sideboard caps and AFA Pollock harvests both within and outside the coop. Weekly updates informed the membership of the overall standing of the fleet and coop related interactions. Communications were maintained with the captains, crews and the plant manager resulting in an orderly harvest of fish to meet increased utilization goals. Overall the cooperative was able to achieve these goals and improve product recovery and quality while increasing understanding and communication within the harvesting and processing members of the coop.

All deliveries were monitored and recorded both on a fleet and by vessel basis. Captains were presented with a one page spreadsheet outlining directed catch, by catch, prohibited species catch numbers and rates, and amount of allocation remaining. Bycatch was monitored on a per delivery basis, and information relayed to the fleet in a timely manner via satellite communications. Most vessels in our fleet have acquired various versions of the experimental salmon excluders and have strived to reduce salmon bycatch. An updated table with, weekly and seasonal bycatch rates on a vessel and fleet basis was posted in house to identify bycatch trends and stimulate discussions on reduction ideas. Overall fleet catch and sideboard amounts were also monitored by Sea Sate Inc and data was posted on a web site. All members of our fleet participated in the Intercoop Salmon Bycatch Reduction program. All parties compared in house data with this data on a weekly basis to reconcile accounting.

Transfer agreements were negotiated within the cooperative to facilitate the efficient use of allocations. Members were allowed to transfer shares of pollock to other members within the coop by first contacting the manager to verify the amount to be transferred. The manager then prepared a transfer agreement to be signed by representatives of both vessels and the manager. Upon completion of the documents, the fleet and individual vessel spreadsheets were adjusted to reflect the change. The manager also advised members to initiate transfers based on remaining allocations, hold capacity, fishing grounds, fish size and quality. In general, the manager initiated transfers based on both fishing conditions and processing needs.

Contract fishing under amendment 69 of the AFA was initiated as needed during B season only. The F/V Morning Star was contracted to the Peter Pan coop to help harvest Pollock during June. The Bering Rose was contracted to the Unisea Coop and the Pacific Challenger to our coop. Fishing grounds were restricted due to effects of salmon and squid bycatch. In response to higher than average squid catches, the AFA fleet voluntarily closed an area in the Unimak Pass region for the month of July and August. As in 2005, salmon bycatch was high as a result of a larger biomass. The King salmon savings area closed during the B season. The fleet was able to fish in most areas outside the squid closure under an Experimental Fishing Permit (EFP) issued to the Intercoop association to study the effects of a rotational hot spot closure system on salmon bycatch rates. Overall Chum salmon rates were lower in 2006 as a result of fishing grounds and Pollock biomass concentrations. From July through September the majority of the fleet fished between 400 and 540 miles from Dutch Harbor. Chinook salmon numbers were higher in the A season and lower in the B season. In an effort to maximize the use of quota and improve recovery rates in production, fishing dates were set to harvest Pollock as late into the year as possible. Poor CPUE due to bycatch avoidance and the closure of savings areas resulted in the need to contract vessels from other cooperatives to help harvest our quota. Applications were filed with the Resource Access Management (RAM) division of NMFS as required in the amendment.

AFA POLLOCK

A. ALLOCATION OF BERING SEA POLLOCK

In 2006 the initial allocation of pollock was restricted to the Bering Sea only. Aleutian Islands stocks were available as incidental catch in other fisheries and as a direct allocation to the Aleut Corporation. Although the stock analysis determined an abundance of Pollock, an initial TAC of 1,485,000 MT was allocated by the North Pacific Fisheries Council for the Bering Sea with an additional 19,000MT set aside for the Aleutian Islands. Initial TAC for Pollock included ICA, CDQ and both inshore and offshore AFA allocations. The Aleutian Corporation was unable to harvest its allocation therefore 17,003 MT were reallocated to the Bering Sea Pollock fishery. Additionally approximately 13,000 MT of unused ICA was also reallocated. This amount was distributed based on established schedules as follows:

TAC	1,502,003
CDQ	150,400
INCIDENTAL CATCH ALLOWANCE	30,967
* OFFSHORE – 40%	528,254
* MOTHERSHIP – 10%	132,064
* INSHORE – 50%	660,318

* Amounts calculated after deductions for CDQ and ICA

B. ALLOCATION TO THE UNALASKA FLEET COOPERATIVE.

The inshore component is comprised of seven cooperatives. Individual coop allocations were based on the aggregate catch of member vessels during the best two of three years during 1995-1997. The total of all coops was then subtracted from the total inshore allocation to determine the open access quota. There were no vessels in the open access category for 2006. The distributions to various coops in 2006 reflect changes in coop percentages based on membership changes and reevaluation of AFA vessel catch histories. The table below includes all distributions including reallocation of Aleutian sub area and ICA pollock.

COOPERATIVE	PERCENTAGE OF INSHORE ALLOCATION	2006 FINAL ALLOCATIONS
Akutan Catcher Vessel Association	31.145%	205,656
Arctic Enterprise Association	1.146%	7,566
Northern Victor Cooperative	8.412%	55,548
Peter Pan Fleet Cooperative	2.876%	18,992
Unalaska Fleet Cooperative	12.191%	80,497
Unisea Fleet Cooperative	25.324%	167,220
Westward Fleet Cooperative	18.906%	124,838
Open Access	0.000%	0
TOTAL	100.000%	660,318

C. INITIAL ALLOCATION TO VESSELS WITHIN THE UNALASKA COOPERATIVE - 2006

Vessels within the cooperative received initial allocations based on their catch histories in the best two of three years in 1995-1997. The distribution within the coop did not change in 2006. Allocation to our coop after the reallocation of the Aleutian Islands quota and ICA reserves was 80,497 MT, a slight increase over 2005.

VESSEL	2006 MT	COOP %
ALASKA ROSE	11,116	13.809%
BERING ROSE	11,382	14.140%
DESTINATION	14,216	17.660%
GREAT PACIFIC	8,163	10.141%
MESSIAH	1,513	1.879%
MORNING STAR	11,213	13.929%
Ms. AMY	3,224	4.005%
PROGRESS	6,681	8.300%
SEA WOLF	10,008	12.432%
VANGUARD	373	0.463%
WESTERN DAWN	2,609	3.242%
TOTAL	80,497	100.000%

**D. UNALASKA FLEET COOPERATIVE - 2006 INTRA COOPERATIVE TRANSFERS,
CONTRACT FISHING AND HARVEST**

VESSEL	ALLOCATION				REMAINING ALLOCATION
	INITIAL	CO-OP TRANSFERS	CONTRACT	HARVEST	
ALASKA ROSE	11,116	451.86		11,568	0.36
BERING ROSE	11,382	962.07		12,344	0
DESTINATION	14,216	493.13		14,709	0
GREAT PACIFIC	8,163	117.09		8,280	0.31
MESSIAH	1,513	(503.07)			9.75
MORNING STAR	11,213	26.32	(89.92)	11,328	0.97
Ms. AMY	3,224	(2716.21)	(487.00)	-	20.77
PROGRESS	6,681	59.49		6,740	0
SEA WOLF	10,008	1910.68		11,918	0
VANGUARD	373	795.84		1,168	0
WESTERN DAWN	2,609	(777.03)		1,832	0.28
TOTAL	80,498		(576.92)	79,888	32.44

Members were allowed to transfer allocation within the coop to increase the efficiency of the fleet. Quotas were managed in lbs to facilitate reconciling of numbers with fish ticket information. Differences are due to rounding errors in the repeated conversion of weights from pounds to metric tons and back. Both the individual member and the coop manager initiated transfers. Contract deliveries were made under amendment 69.

E. UNALASKA FLEET COOPERATIVE 2006 – CONTRACT FISHING SCHEDULE

VESSEL	CONTRACTING COOPERATIVE	HOME COOPERATIVE	DELIVERY LOCATION	CONTRACT AMOUNT MT	HARVEST AMOUNT MT
BERING ROSE	Unisea Cooperative	Unalaska Fleet Cooperative	Alyeska Seafoods	312.98	291.89
PACIFIC CHALLENGER	Unalaska Fleet Cooperative	Peter Pan Cooperative	Alyeska Seafoods	907.19	576.92
MORNING STAR	Peter Pan Cooperative	Unalaska Fleet Cooperative	Peter Pan King Cove	2,267.99	1,456.12
TOTAL Fished for other coops by UFC vessels					1748.01
Total fished for UFC under contract					576.92

Vessels were contracted under amendment 69 to give cooperatives the ability to contract with vessels of another inshore cooperative to help harvest AFA Pollock from the contracting cooperatives allocation. In 2006, one application was filed to contract a vessel to harvest pollock for Unalaska Fleet Cooperative. Two vessels from our cooperative were contracted to harvest fish for other coops. Fish harvested for our UFC by the Pacific Challenger was delivered to Alyeska Seafoods. Fish harvested for the Peter Pan coop by the F/V Morning Star was delivered to King Cove. Fish harvested by the Bering Rose for the Unisea coop was delivered to Alyeska Seafoods.

F. UNALASKA FLEET COOPERATIVE 2006 BERING SEA – AFA DIRECTED POLLOCK FISHERY – CATCH AND BYCATCH

Vessel	Landed Pollock	Total Groundfish Catch	Halibut Bycatch MT	Halibut Mortality	Chinook No.	Other Salmon No.	Red King crab No.	Bairdi No.	Other Tanner No.	Herring Wt
ALASKA ROSE	11,567.63	11,759.19			1,312	3,310	-	5	10	8.42
BERING ROSE	12,344.42	12,547.68			1,462	9,494	-	8	25	0.57
DESTINATION	14,708.82	14,887.33			1,146	1,404	-	13	14	1.42
GREAT PACIFIC	8,279.68	8,418.34			1,040	3,889	-	-	3	0.86
MORNING STAR	11,328	11,483.06			1,365	1,308	-	-	-	1.27
PROGRESS	6,740	6,830.07			687	2,775	-	-	-	0.15
SEA WOLF	11,918	12,112.79			1,187	2,541	-	13	19	18.29
VANGUARD	1,168	1,180.17			23	931	-	-	-	0.00
WESTERN DAWN	1,832	1,846.53			45	3,608	-	-	-	2.98
PACIFIC CHALLENGER	576.92	601.40			75	62	-	-	3	-
FLEET TOTAL	80,464.56	81,666.55			8,342	29,322	-	39	74	33.95

Historical Salmon migration patterns, PSC catch rates and seasonal historic processor product recovery rates were all considered in creating the fishing plan. PSC bycatch numbers were monitored in conjunction with the intercoop manager and Sea State Inc. Daily reporting of salmon catch rates in ADF&G statistical areas by delivery were compiled to create “hot spot” avoidance areas. In season adjustments were made to reduce Chinook and Chum Salmon bycatch.

II. SIDEBOARDS AND THE INTERCOOP AGREEMENT

As in previous years, representatives of the nine catcher vessel cooperatives developed an agreement that governs the relationships between the individual cooperatives. This agreement was approved by all the catcher vessel (CV) cooperatives. The primary reasons for this agreement include:

- 1) Allocation, monitoring and compliance of the GOA and BSAI groundfish limits among the coops;
- 2) Allocation, monitoring and compliance of certain PSC caps by the individual cooperatives;
- 3) Allocation and monitoring and compliance of the harvest of BSAI pollock inside the Steller Sea Lion Conservation Area during the A season (over and =/under 99' vessels ;)
- 4) Establishment of penalties for a coop exceeding its pollock and sideboard allocations;
- 5) Provide for the harvest of BSAI P. cod for the "< 1700 mt" exempt vessels while complying with AFA PSC limits;
- 6) Establishment and monitoring of sideboard species transfers between cooperatives;
- 7) To promote compliance of the Council's recommended Sideboard measures and PSC limits while allowing for maximum harvest of the AFA pollock and sideboard allocations; and
- 8) To establishment, monitoring and enforcing the Chum and Chinook Salmon Management Plan to reduce Salmon bycatch.

A. Management

In accordance with Section 211(c) of the AFA, the North Pacific Fisheries Management Council (Council) adopted sideboard species caps to give assurances to non-AFA vessel owners that AFA vessels would not harvest more than their traditional levels of groundfish fisheries in the GOA and BSAI. However, the Council and NMFS did not provide allocations of sideboard species to the individual cooperatives. Rather, they established an aggregate groundfish sideboard cap for all AFA catcher vessels. In order to work together to meet the Council's intent of not exceeding these caps, all nine CV cooperatives agreed to individual coop harvest limits and penalties for all sideboard fisheries, combined with an industry funded and established catch monitoring program (Sea State, Inc.).

The cooperatives agreed to limit their collective members' harvest of each sideboard species to the amount determined by a history-based formula set out in the Intercoop Agreement. The formula includes reserving an amount of each sideboard species necessary to fund bycatch needs of other directed fisheries (example: P. cod bycatch in the Pollock or YFS fisheries).

Making this agreement somewhat difficult was the Council established exempt vessel classification for CVs. The Council established an exemption to the BSAI P cod limit for AFA vessels < 125' LOA whose annual BSAI Pollock landings during 1995-1997 were less than 1700mt and also had made more than 30 deliveries of P. cod during those years. The Council also exempted the Mothership AFA vessels from the BSAI P. cod cap after March 1st. In addition, the Council made an exemption to the GOA groundfish limits for AFA vessels < 125' LOA whose annual BSAI Pollock landings during 1995-1997 were less than

1700mt and also had made more than 40 GOA deliveries of groundfish during those years. The agreement allows the exempt vessels unlimited access to the directed fishery, while constraining them to an acceptable PSC rate.

The Council's exempt recommendation was for an exemption to the directed species, (in this case P. cod), and not an exemption to associated PSC bycatch. To address this problem, the Intercoop Agreement contains language that provides for the AFA exempt vessels to fish the BSAI CV cod directed fishery allowance unconstrained. The agreement also provides for an allocation of PSC to these exempt vessels' coop as long as these vessels PSC rate below the acceptable AFA fleet rate.

B. PSC Management

Each coop receives PSC cap allocations for its non-exempt vessels proportionate to its related sideboard species allocations. In addition, each coop receives an initial PSC allocation for its exempt vessels. If a coop's exempt vessels' PSC rate remains at or below the predetermined acceptable rate, the coop can receive additional PSC when needed, as determined by the Monitoring Agent (Sea State), in order to continue fishing for BSAI P. cod. This "refreshing of PSC" only applies to the exempt AFA Vessels within a coop. The non-exempt AFA vessels have to live with their initial allocation of PSC.

1. Monitoring

The agreement acknowledges that timely reported catch data is necessary. Coops are required to provide timely data on sideboard catch and PSC to a monitoring agent. The nine CV coops have agreed to contract with Sea State, Inc. to provide centralized monitoring and reporting. Data sources include the NMFS Shoreside Logbook Reporting Program, along with the Observer Program information.

An intercoop manager was hired and retained by United Catcher Boats to facilitate intercoop communications and negotiations. Communications between coop managers, Sea State and the intercoop manager were paramount to the success of fleet-wide measures aimed at reducing prohibited species bycatch in both the pollock and cod fisheries.

For example, using information available on the Sea State web site, the coop members were able to determine general trends in fleet bycatch by time and area. Halibut mortality rates were established by Sea State based on in season observer data. Weekly rates were available to coops by area and in aggregate. Overall fleet directed and bycatch amounts were monitored to facilitate transfers, cap utilization and bycatch reduction.

Another example involves coop members' efforts to manage salmon bycatch. During the season Salmon catch rates were reported daily by vessel and area to the intercoop manager. Data from all coops was correlated and results were sent to coop managers and vessel captains. Fleets were then able to avoid the largest concentrations of Salmon and reduce bycatch rates.

2. Sea Lion RPAs

Through the Intercoop Agreement, the coops agreed to limit their aggregate annual pollock harvest of its members per season and per area to the percentage of the annual inshore pollock directed fishing allowance. During the A season agreements were made to allow vessels under 99' to fish unrestricted inside the SCA.

3. Penalties

The nine CV coops agreed to establish a penalty clause in the Intercoop Agreement in order to create over harvest disincentives. The penalty for an Inshore Coop member exceeding its pollock allocation amount for area or season is \$500/mt for the pollock "A" season and \$300/mt for the B season. For exceeding a BS, AI and GOA P. cod sideboard allocation, the penalty amount is \$1,000/mt. For exceeding all other groundfish sideboard species, the penalty amount is \$300/mt. For this past year Sea State Inc. determined that none of our coop members exceeded their harvest allocations for either directed AFA pollock or sideboard species. Thus there were no penalties assessed.

4. Transfers

The Intercoop Agreement allows for the facilitation of transfers of pollock allocation and Sideboard limits among members. Upon verification of available cap by Sea State and the approval of transfer by the intercoop manager, sideboard caps of directed and prohibited species were transferred between coops. By allowing transfers, coops managed fleets to improve utilization of target species, reduce bycatch and provide a mechanism by which coops could manage their fleets to comply with the intercoop agreement. The total number of non exempt vessels participating in the P. Cod fishery was also monitored to ensure minimum impact on non AFA vessels.

5. Salmon Management Plan

C. In cooperation with the Catcher Processor sector, the intercooperative agreement included a plan to reduce Salmon bycatch in the Bering Sea. Closures were based on Chinook rates in the A season and Chum rates in the B season. Each vessel reported bycatch numbers on a per haul basis to Sea State Inc daily via satellite communication. Bycatch rates were developed for each ADF&G statistical area weekly and coops ranked based on their aggregate vessel performance for a two week rolling window. The Bering Sea was divided into two zones. The area with the highest bycatch rate in each zone was closed to coops based on their rank. In the A season, Tier I coops, with cumulative Chinook rates 25% below the average rate in a two week window, determined in fish/MT, were able to fish in closed areas. Tier II vessels (25% below average to 15% above average) were unable to fish in a closed area for 4 days. Tier III vessels (those with rates more than 25% greater than the average) were unable to fish in a closed area for 7 days. Closure areas were recalculated every Monday and Thursday for closure on Tuesday and Friday. Tier rates were calculated every Thursday for implementation from Friday through Friday. A season tier status was based on Chinook rates while B season Tiers were based on Chum rates. During the B season, areas identified with high Chinook rates were closed to all vessels regardless of their

tier status. These closures were called “core” closures. Vessels were required to send out incident reports notifying the entire fleet of any areas with high Salmon concentrations. All coop members were required to authorize Sea State, the monitoring agent, access to their VMS information in order to monitor compliance with closure areas and to develop areas with high salmon concentrations. A penalty clause was added to the ICA agreement.

Savings closure penalties (annual)

1. 1st violation - \$10,000.00
2. 2nd violation - \$15,000.00
3. 3rd and subsequent violations - \$20,000.00
4. These assessments are liquidated damages

Each vessel was also required to submit reports for each tow with information on tow size, depth, position and number of salmon seen. Coop managers were required to notify the Intercoop manager and Sea State of all deliveries made by vessels contracted under amendment 69. Salmon harvested under amendment 69 rules were accounted to the contracting coop and were included in the calculation of tier levels and therefore closures. None of the Unalaska Fleet Coop vessels were in violation of closure areas.

During the B season all vessels in the Unalaska Fleet cooperative participated in the EFP as administered by the Intercoop group through United Catcher Boats. The purpose of this program was to study the effect of the ICA salmon reduction program in reducing overall catches of salmon. To qualify for participation in the EFP, vessels were required to sign the ICA program agreement and agree to the rules set forth in that agreement. None of the vessels of our coop were found to be in violation of any part of the ICA agreement.

G. UNALASKA FLEET COOPERATIVE 2006 BERING SEA – DIRECTED COD FISHERY - CATCH AND BYCATCH

Vessel	Status	Landed Cod RWE	Total Groundfish Catch	Halibut Bycatch	Halibut Mortality	Chinook N	Other Salmon N	Red King crab N	Bairdi N	Other Tanner N	Herring Wt
MESSIAH	exempt	813.94	1074.78	30.27	20.58						-
TOTAL	non - exempt	0	0	0	0	0	0	0	0	0	0
TOTAL	exempt	813.94	1074.78	30.27	20.58						
FLEET TOTAL		813.94	1074.78	30.27	20.58						

In accordance with regulations set forth to protect non Pollock fisheries as a result of AFA management strategies, catch limits based on historical participation by AFA qualified boats were included in the 2006 TAC distributions. These sideboard caps were based on historical fleet catches during the 1995 – 1997 fisheries in the Bering Sea and the Gulf of Alaska. In recognition of traditional fishing plans of some Bering Sea Cod vessels, further regulations were implemented to exempt “catcher vessels less than 125ft LOA whose annual BSAI pollock landings averaged less than 1,700 MT and that made 30 or more landings of BSAI Pacific Cod during that time period,” from sideboard caps. Additionally, in recognition of traditional fishing plans and histories, mothership qualified vessels were also exempt after March 1st. The Messiah (less than 1,700 MT) the Western Dawn and the Vanguard (mothership vessels,) qualify under these regulations. Mothership vessel Pacific Cod catches will be included in reports filed by the mothership cooperative. By agreement all coops limited the number of exempt vessels from the Cod fishing grounds during for the duration of the A season Pollock fishery.

Only the exempted vessel Messiah participated in the 2006 P. Cod directed fishery in the Bering Sea

H. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA POLLOCK CATCH AND BYCATCH

Vessel	610 Pollock Landed RWE	620 Pollock Landed RWE	630 Pollock Landed RWE	Total Groundfish Weight	Halibut Bycatch	Chinook #	Other Salmon #	Red King crab #	Bairdi #	Other Tanner #	Herring Wt
MESSIAH	1496.61			1,512	0	135	90	-	-	-	-
PROGRESS		95.64		100.05	0	3	0	0	0	0	0
VANGUARD		247.29		254.51	0	2	0	0	0	0	0
VANGUARD			311.58	340.43	0.01	13	0	0	0	0	0

Members of the Unalaska Cooperative have traditionally participated in Pollock fisheries in both the Central and Western Gulf of Alaska. In compliance with AFA regulations and Inter co- operative agreements, catches for 2006 were limited to historic percentages of AFA sideboards as calculated by Sea State Inc. Additionally, participation was limited to vessels meeting criteria set by council and NMFS. Only vessels without any Bering Sea Pollock landings were allowed to participate in the Western GOA area 610 Pollock fishery. Vessels under 125 ft were qualified to fish in the Central GOA areas 620 and 630 after a 3 day stand down as required by regulation. Central Gulf participation was further restricted, by in season cooperative management, to those vessels with specific Central Gulf history. Values above represent harvest in directed fisheries.

**I. UNALASKA FLEET COOPERATIVE 2006 CENTRAL GULF OF ALASKA –
PACIFIC COD – DIRECTED FISHERY CATCH AND BYCATCH**

Vessel	P. Cod Landed RWE	Total Groundfish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King crab N	Bairdi N	Other Tanner N	Herring Wt
VANGUARD	146.61	149.80	0.00	0.00	0	0	0	0	0	0
TOTAL	146.61	149.80	0.00	0.00	0	0	0	0	0	0

This table represents hauls with target Pacific Cod in the Central Gulf of Alaska. Only one vessel participated in the directed Cod fishery.

J. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA – SHALLOW WATER FLATFISH - DIRECTED FISHERY.

Vessel	Eastern GOA	Central GOA Shallow Water Flatfish Landed RWE	Western GOA	Total Ground fish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King crab N	Bairdi N	Other Tanner N	Herring Wt
PROGRESS		0										
VANGUARD		3.77										
TOTAL		3.77										

Participation in these fisheries was limited to two vessels with historic catch. Only one vessel participated in this fishery. In agreement with NMFS in season managers and the intercoop manager, the fishery was opened under strict voluntary registration measures. Values above were not harvested as directed catch, but rather as bycatch in other fisheries.

K. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA – DEEP WATER FLATFISH – BYCATCH

Vessel	Eastern GOA Deep Water Flatfish Landed RWE	Central GOA Deep Water Flatfish Landed RWE	Western GOA Deep Water Flatfish Landed RWE	Total Groundfish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King crab N	Bairdi N	Other Tanner N	Herring Wt
PROGRESS		0										
VANGUARD		0.38										
TOTAL		0.38										

Participation in these fisheries was limited to two vessels with historic catch. In agreement with NMFS in season managers and the intercoop manager, the fishery was opened under strict voluntary registration measures. Values above were not harvested as directed catch, but rather as bycatch in other fisheries.

**L. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA –PACIFIC OCEAN
PERCH (POP) – CATCH**

Vessel	Eastern GOA POP Landed GWE	Central GOA POP Landed RWE	Western GOA POP Landed RWE	Total Groundfish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King Crab N	Bairdi N	Other Tanner N	Herring Wt
PROGRESS		0.88		0								
VANGUARD		228.16		277.15	0.23	0.23	0	104				
TOTAL		229.04		277.15	0.23	0.23	0	104				

Participation in these fisheries was limited to two vessels with historic catch. One vessel participated in the directed fishery. In agreement with NMFS in season managers and the intercoop manager, the fishery was opened under strict voluntary registration measures. Values above represent harvest in both directed fisheries and as bycatch in other fisheries. Only the Vanguard participated in a directed POP fishery.

M. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA –NORTHERN ROCKFISH –BYCATCH

Vessel	Eastern GOA Northern Rockfish Landed GWE	Central GOA Northern Rockfish Landed RWE	Western GOA Northern Rockfish Landed RWE	Total Groundfish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King Crab N	Bairdi N	Other Tanner N	Herring Wt
PROGRESS		0										
Vanguard		0.04										
TOTAL		0.04										

Participation in these fisheries was limited to two vessels with historic catch. In agreement with NMFS in season managers and the intercoop manager, the fishery was opened under strict voluntary registration measures. Values above were not harvested as directed catch, but rather as bycatch in other fisheries.

N. UNALASKA FLEET COOPERATIVE 2006 GULF OF ALASKA – ARROWTOOTH FLOUNDER – DIRECTED FISHERY

Vessel	Eastern GOA Arrowtooth Landed GWE	Central GOA Arrowtooth Landed RWE	Western GOA Arrowtooth Landed RWE	Total Groundfish Weight	Halibut Bycatch MT	Halibut Mortality MT	Chinook N	Other Salmon N	Red King Crab N	Bairdi N	Other Tanner N	Herring Wt
Progress												
Vanguard	202.23		284.11	0.01	0.01	0	0	0	0	0	0	202.23
TOTAL	202.23		284.11	0.01	0.01	0	0	0	0	0	0	202.23

Participation in these fisheries was limited to two vessels with historic catch. In agreement with NMFS in season managers and the intercoop manager, the fishery was opened under strict voluntary registration measures. Values above represent harvest in a directed fishery only.

O. UNALASKA FLEET COOPERATIVE 2006 BERING SEA – DIRECTED YELLOWFIN SOLE FISHERY – CATCH AND BYCATCH

Vessel	Landed YFS RWE	Total Groundfish Catch	Halibut Mortality MT	Chinook N	Other Salmon N	Red King crab N	Bairdi N	Other Tanner N	Herring Wt
Messiah	56.08	88.50	1.31	0	0	0	4	1,116	0
Great Pacific	219.39	281.26	4.17	0	0	0	1	3,416	0
Sea Wolf	112.42	157.88	2.34	0	0	6	0	6,507	0
TOTAL	387.89	527.63	7.82	0	0	6	5	11,039	0

The Messiah, Great Pacific and Sea Wolf each had one trip in the Yellow Fin Sole sideboard fishery. Cod ends were unsorted and delivered to an anchored shoreside processor. The table above represents directed harvest in the Yellowfin Sole targeted fishery. Catches were limited by sideboards as established in the Intercooperative agreement.

UNALASKA FLEET COOPERATIVE
MEMBERSHIP AGREEMENT VRHS ADDENDUM

This MEMBERSHIP AGREEMENT ADDENDUM is entered into by and among the members of the Unalaska Fleet Cooperative as reflected on the signature page(s) attached hereto (the "Members") and the Unalaska Fleet Cooperative (the "Cooperative") as of January 15, 2006, with reference to the following facts:

RECITALS

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

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

C. In further response to Western Alaskan's concerns and in response to the Council's adoption of regulatory Salmon Savings Areas, in 2001 the Pollock Conservation Cooperative and the nine catcher vessel pollock harvesting cooperatives, being all of the BS pollock harvesting cooperatives (together, the "Cooperatives") implemented a "voluntary rolling hot spot" (or "VRHS") salmon savings area closure system, under which certain areas with elevated salmon bycatch rates are closed to fishing by certain Cooperatives for certain periods of time through an inter-cooperative contract. The most current version of such inter-cooperative contract is the "Salmon Bycatch Management Agreement for the 2006-2008 Bering Sea Pollock Fishery", entered into by and among the Cooperatives and certain third parties as of January 15, 2006 (the "Agreement").

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

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

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

Now, therefore, the parties agree as follows:

AGREEMENT

1. Effect of This Addendum Agreement. This Membership Agreement Addendum supplements, amends and supercedes Unalaska Fleet Cooperative Membership Agreement dated as of December 16, 1999 (the "Membership Agreement"). The terms of this Addendum shall prevail over any inconsistent terms of the Membership Agreement.

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

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

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

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

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

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

8. Liquidated Damages Calculation and Adjustment. Each Member agrees that the damages resulting from a violation of the Agreement would be difficult if not impossible to estimate, and that the assessment amounts provided under the Agreement

are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. **Each Member acknowledges and agrees to the following assessments as liquidated damages in connection with the specified violation of the Agreement:**

- **VRHS savings area closure violations**
 - **first violation – Ten Thousand Dollars (\$10,000.00)**
 - **second violation – Fifteen Thousand Dollars (\$15,000.00)**
 - **third and subsequent violations in any fishing year – Twenty Thousand Dollars (\$20,000.00)**

- **Failure to maintain an approved operational VMS unit aboard a Member’s vessel while the vessel is employed in the Fishery – One Thousand Dollars (\$1,000.00) per day, for each consecutive day over thirty (30) days, on the condition that such VMS unit is available on a commercially reasonable basis.**

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

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

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

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

12. Release and Waiver of All Claims Against SeaState and United Catcher Boats; Indemnification and Hold Harmless. The Members acknowledge that the effectiveness of the Agreement depends to a significant extent on the discretion and judgment exercised by principals and employees of Sea State and United Catcher Boats Association (“UCB”) in designating and defining VRHS system savings areas, determining each Cooperative’s salmon bycatch tier status, monitoring compliance with VRHS system savings area closures, and initiating and supporting enforcement actions

under circumstances where a Cooperative member appears to have violated this Agreement. The Members further acknowledge that if Sea State or UCB were potentially liable for simple negligence in connection with such actions, it would be necessary for Sea State and UCB to charge a substantially larger fee for the services they provide in connection with this Agreement, to offset that potential liability. It is therefore in the Members' interest to limit Sea State's and UCB's potential liability under this Agreement. **Therefore, each Member hereby waives and releases any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with the Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.**

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

14. Miscellaneous.

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

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

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

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

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


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

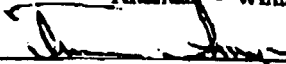
g. Each Member agrees to use its best efforts to resolve any disputes arising under this Addendum through direct negotiations. Breaches of this Addendum for which a party seeks a remedy other than injunctive relief that are not resolved through direct negotiation shall be submitted to arbitration in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

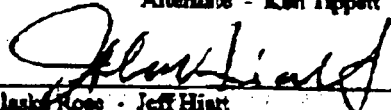
Entered into as of the date first set forth above.


Resolution of Directors
of
Unalaska Fleet Cooperative

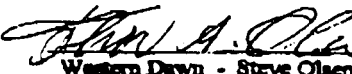
The Directors of the Unalaska Fleet Cooperative hereby adopt the Membership Agreement VRHS Addendum dated January 15, 2006 as a permanent addendum to the Unalaska Fleet Co-op Membership Agreement dated December 16, 1999.



Sea Wolf - Ken Tippett
Alternate - William Weisfield



Berlag Ross - Tim Stryer
Alternate - Ken Tippett


Alaska Ross - Jeff Hiar
Alternate - Ken Tippett



Destination - Olav Austneberg
Alternate - Ken Tippett


Western Dawn - Steve Olsen
Alternate - Thor Olsen



Ms Amy - Karen Brindle
Alternate - Ken Tippett


Messiah - Alec Brindle, Jr.
Alternate - Ken Tippett


Great Pacific - Ken Tippett
Alternate - Alec Brindle, Jr.


Vanguard - Vern Hall
Alternate - Bonnie Robinson
Alternate - Margaret Hall


Morning Star - Bob DeLima
Alternate - Greg Shuey


Progress - Margaret Hall
Alternate - Bonnie Robinson
Alternate - Vern Hall