FINAL REPORT OF THE UNISEA FLEET COOPERATIVE YEAR 2006

Presented to the North Pacific Fishery Management Council January 15, 2007

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INTRODUCTION

UniSea Fleet Cooperative (UFC) is pleased to submit this document and results of their 2006 Bering Sea fishery to the North Pacific Fishery Management Council (NPFMC) in compliance with annual reporting requirements of the 1998 American Fisheries Act (AFA).

Year 2006 was the seventh year of UFC operations under the AFA. The UniSea fleet was managed and operated during 2006 following the successful model established during the preceding 2000-2005 fisheries--basically without change. This document format and 12 exhibits herein reporting UFC co-op members, management, allocations, catches, sideboard limits, prohibited species catches and enforcement is also consistent with UFC's earlier years reporting to the NPFMC. We believe this reporting format and detail is both in keeping with AFA reporting requirements and provides easy comparison to the prior year results.

UNISEA FLEET MEMBER VESELS AND CO-OP MANAGEMENT

Thirteen individual members of the UFC representing 15 catcher vessels signed their Co-op Membership Agreement, which enabled them to operate under the laws of the AFA in a fishing cooperative delivering pollock to UniSea Inc. during the 2006 fishing season (Attachment 1, UniSea Fleet Cooperative Membership Agreement 2006 Addendum dated 1/10/06 with pollock harvest schedule). There was one change to this Agreement Addendum from the Addendum signed one year before; the addition of the F/V *Fierce Allegiance* owned 30% by Central Bering Sea Vessel LLC and 70% by Mezich Allegiance, Inc. With this change,

the 2006 member vessels and their owners as of January 10, 2006 are listed below:

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

• F/V Alsea 124 ft LOA

• F/V *Argosy* 124 ft LOA

Reidar Tynes, President, Tynes Enterprises, Inc.

• F/V American Eagle 120 ft LOA

Jeff Hendricks, Manager, Auriga/Aurora General Partnership

• F/V Auriga 193 ft LOA

• F/V Aurora 193 ft LOA

Barry Ohai, Manager, F/V Defender LLC

• F/V Defender 195 ft LOA

Barry Ohai, Authorized Agent, Pacmon LLC

• F/V Pacific Monarch 165 ft LOA

Gunnar Ildhuso, Jr., Margun Enterprises, LLC

• F/V Mar-Gun 112 ft LOA

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

• F/V Gun-Mar 164 ft LOA

Chris Swasand, Member, Aleutian Spray Fisheries, Inc.

• F/V Starfish 123 ft LOA

Cary Swasand, F/V Nordic Star LLC

• F/V Nordic Star 123 ft LOA

Fred Yeck, President, FY Fisheries, Inc.

F/V Sea Dawn

124 ft LOA

Phil Hanson, President, Starlite Fisheries, LLC.

• F/V Starlite

123 ft LOA

Phil Hanson, President, Starward Fisheries, LLC.

F/V Starward

123 ft LOA

Rick Mezich, President, Fierce Allegiance, LLC.

• F/V Fierce Allegiance 167 ft LOA

Co-op management and administration continued during 2006 and remained basically unchanged from management and administration of the six prior co-op years (Exhibit 1). Mr. Jeff Hendricks continued to serve as the president of UFC and Mr. Pete Maloney continued to serve as the UFC coordinator. Coordination of information on allocations, transfers, pollock catches, sideboard catches and prohibited species catches between the UniSea plant in Dutch Harbor, the member vessels, Sea State, the Inter Co-op Manager and the National Marine Fisheries Service all continued during 2006 as established in year 2000 and as conducted in 2001-2005.

UFC BERING SEA POLLOCK ALLOCATION TRANSFERS AND CATCH

In 2006, UFC's 15 member vessels received initial AFA Bering Sea pollock allocations that totaled 163,559 mt. During the season, further allocations were made to all of the AFA inshore pollock cooperatives which increased the final allocation for UFC to 167,220 mt. This pollock allocation to UFC represented 11.363% of the total Bering Sea directed pollock allocation and 25.324% of the inshore sector allocation. Exhibit 2 shows the distribution of final 2006 pollock allocations between the seven inshore pollock cooperatives. UFC's allocation of 25.324% of the inshore sector allocation ranked UFC as the second largest inshore co-op.

Final Report of the UniSea Fleet Cooperative Year 2006 Each of the 15 UFC vessel's final pollock allocations are identified in Exhibit 3 showing their respective tonnage and each vessel's percentage of the UFC total allocation. As in prior years, the F/V *Pacific Monarch's* allocation was transferred to 9 other vessels in the UFC and divided up between those 9 vessels as reported in Exhibit 4.

Exhibit 5 reports the final 2006 Bering Sea pollock allocations for each of the remaining 14 vessels in the UniSea fleet during the 2006 season after both the F/V *Pacific Monarch* transfers and after in-season transfers of pollock allocations between member vessels.

Exhibit 6 provides UFC Bering Sea pollock catches that occurred during the 2006 season relative to final allocations after all co-op transfers. The UFC directed Bering Sea pollock catch totaled 166,752.470 mt, which was 467.530 mt less than the final allocation. This catch equated to 99.72% utilization of the final 2006 Bering Sea pollock allocation.

The AFA provides that co-op member vessels may deliver up to 10% of the co-op's Bering Sea pollock catch to non-affiliated processors. During 2006, UFC member vessels delivered 165,886.779 mt of their 166,752.470 mt total deliveries to their affiliated plant at UniSea. The UniSea deliveries represented 99.48% of all directed pollock deliveries by UFC member vessels, in keeping with AFA requirements.

Bycatch of other groundfish, herring, halibut, crab and salmon from the directed Bering Sea pollock fishery is detailed by member vessel in Exhibit 7. Pollock represented 98.97% of the total catch of pollock plus all other groundfish in the directed pollock fishery.

SIDEBOARD LIMITATIONS, ALLOCATIONS AND CATCHES

The laws of the AFA place limits on AFA qualified catcher vessels whereby their harvest of groundfish other than Bering Sea pollock is limited to historic levels. Halibut bycatch (PSC) is also limited through the co-op allocations.

For 2006, the sideboard limits that applied to, and were allocated to the UFC consisted of 18 individual area species categories, which totaled 11,371 mt. These sideboard limits applied to Bering Sea/Aleutian Islands/Gulf of Alaska cod for both directed and incidental catches, Bering Sea rock sole and yellowfin sole, and Gulf of Alaska pollock (Exhibit 8). Of the 11,371 mt of sideboard allocations, 448 mt was transferred out of UFC to other co-ops, 2,135 mt was caught by UFC members and 8,785 mt remained unharvested within the co-op.

DIRECTED BERING SEA COD AND GULF POLLOCK FISHERY

UFC member vessels conducted a directed Bering Sea cod fishery within sideboard limits during 2006. This fishery was conducted by four member vessels (Exhibit 9) and yielded a harvest of 1,999 mt. UFC member vessels did not conduct a directed fishery for Gulf of Alaska pollock, and they did not conduct directed fisheries for yellowfin sole or rock sole.

Bycatch of other groundfish, halibut, herring, crab and salmon in the UFC directed Bering Sea cod fishery is detailed in Exhibit 10. Cod comprised 81.66% of the total groundfish catch in UFC's directed Bering Sea cod fishery.

As earlier noted, UFC member vessels did not fish Gulf of Alaska pollock in 2006; however 31 mt of the co-ops 3,908 mt Gulf pollock allocation was transferred to one other co-op (Exhibit 11). After this transfer of Gulf pollock to other co-ops, 3,877 mt of the Gulf pollock sideboard limit remained unused within UFC.

DIRECTED CRAB FISHING

Amendments 18 and 19 to the Fishery Management Plan for BSAI king and

Tanner crab (70FR 10174 - March 2005), commonly referred to as the BSAI

Crab Rationalization Program, have eliminated the prior AFA crab harvesting

reporting requirements by AFA pollock vessels.

UFC PROHIBITED SPECIES CATCH TOTALS

UFC member vessel total prohibited species catches of halibut, herring, Bristol

Bay red king crab, bairdi Tanner crab, other Tanner crab, Chinook salmon and

other salmon from all directed Bering Sea pollock and cod fisheries are provided

in Exhibit 12.

UFC MONITORING AND ENFORCEMENT

All UFC directed Bering Sea pollock and cod catches, as well as sideboard

catches and the halibut PSC were successfully managed and did not exceed

allocations. The co-op was accordingly not required to take any enforcement

actions.

Final Report of the UniSea Fleet Cooperative Year 2006

Exhibit 1. Schematic of UniSea Fleet Cooperative Operations, year 2006.

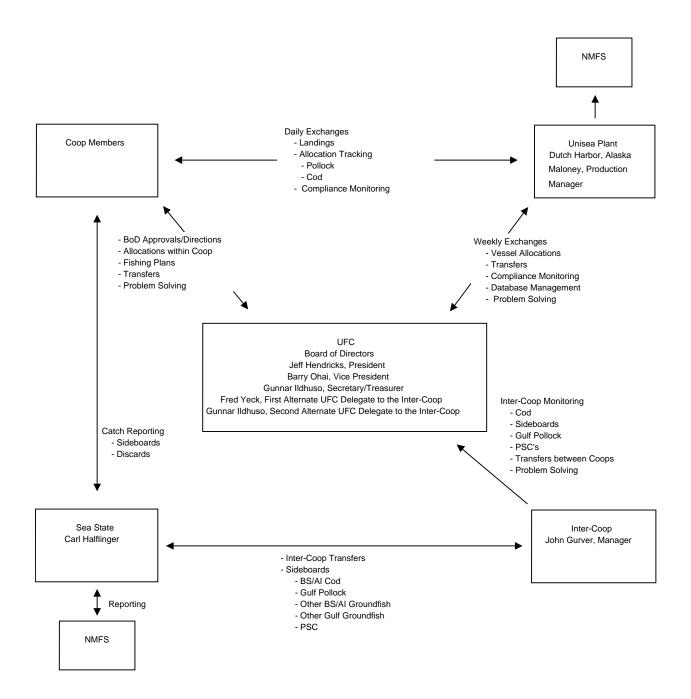


Exhibit 2. Percent distribution of 2006 Bering Sea "inshore pollock allocation" between the seven inshore AFA pollock cooperatives.

Bering Sea Inshore Pollock Co-op 2006 Allocation

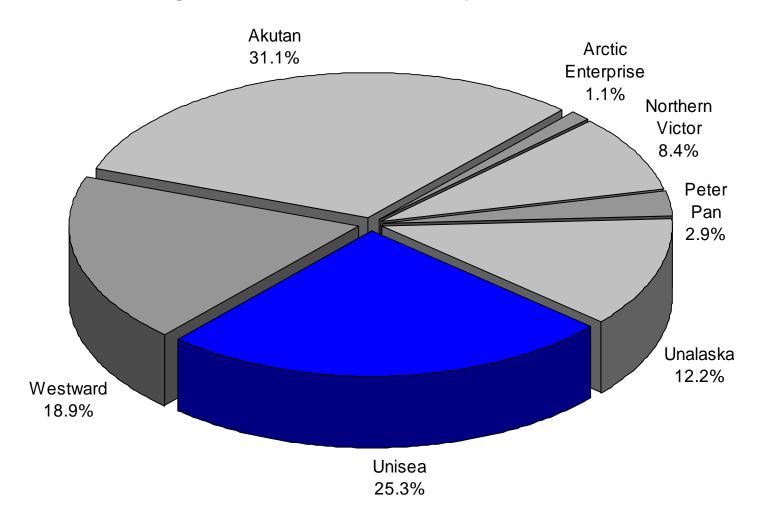


Exhibit 3. UniSea Fleet Cooperative member vessel initial pollock allocations expressed as a percentage of the co-op total, as a percentage of the Bering Sea directed inshore pollock fishery, and in metric tons for the year 2006.

Unisea Allocation (MT)				
167,220.000 Company	Boat	% Co-op Allocation*	Pollock Allocations % Directed Inshore Pollock Fishery	Year 2006 Allocation (MT)
Rondy's Inc.	Alsea	6.587%	1.668%	11,015.152
Rondy's Inc.	Argosy	6.466%	1.638%	10,813.040
Tynes Enterprises, Inc.	American Eagle	4.230%	1.071%	7,073.337
Aurora/Auriga General Partnership	Auriga	11.541%	2.923%	19,299.005
Aurora/Auriga General Partnership	Aurora	13.000%	3.292%	21,738.027
F/V Defender LLC	Defender	13.713%	3.473%	22,931.584
Fierce Allegiance LLC	Fierce Allegiance	3.711%	0.940%	6,205.800
Ildhuso Fisheries, Inc.	GunMar	8.791%	2.226%	14,700.485
MarGun Enterprises LLC	MarGun	0.424%	0.107%	708.608
F/V Nordic Star LLC	Nordic Star	4.001%	1.013%	6,690.093
Aleutian Spray Fisheries, Inc.	Starfish	5.891%	1.492%	9,850.106
Starlite Fisheries LLC	Starlite	4.852%	1.229%	8,112.870
Starward Fisheries LLC	Starward	4.994%	1.265%	8,350.529
FY Fisheries, Inc.	Seadawn	5.476%	1.387%	9,157.065
PacMon LLC	Pacific Monarch	6.324%	1.601%	10,574.298
Co-op Total		100.000%	25.324%	167,220.000

^{*} Allocations from updated, signed Unisea harvest schedules. Cooperative allocation as published in 71 FR 59047, October 10, 2006.

Exhibit 4. UniSea Fleet Cooperative year 2006 Bering Sea pollock allocations after purchase of F/V *Pacific Monarch* and transfer of the F/V *Pacific Monarch* initial allocation to nine UFC member vessels.

Unisea Allocation (MT) 167,220.000]		Pacific Monarch		ic Monarch	
Company	Boat	% Co-op Allocation	Pollock Allocation Transfer	Adjusted F Percent	Pollock Allocation Metric Tons	
Rondy's Inc.	Alsea	6.587%	0.496%	7.083%	11,843.735	
Rondy's Inc.	Argosy	6.466%	0.486%	6.953%	11,626.421	
Гуnes Enterprises, Inc.	American Eagle	4.230%	0.318%	4.548%	7,605.409	
Aurora/Auriga General Partnership	Auriga	11.541%	0.868%	12.409%	20,750.718	
Aurora/Auriga General Partnership	Aurora	13.000%	0.978%	13.978%	23,373.209	
-/V Defender LLC	Defender	13.713%	1.032%	14.745%	24,656.548	
Fierce Allegiance LLC	Fierce Allegiance	3.711%	0.000%	3.711%	6,205.800	
ldhuso Fisheries, Inc.	GunMar	8.791%	0.661%	9.452%	15,806.287	
MarGun Enterprises LLC	MarGun	0.424%	0.000%	0.424%	708.608	
// Nordic Star LLC	Nordic Star	4.001%	0.742%	4.743%	7,931.394	
Aleutian Spray Fisheries, Inc.	Starfish	5.891%	0.742%	6.633%	11,091.407	
Starlite Fisheries LLC	Starlite	4.852%	0.000%	4.852%	8,112.870	
Starward Fisheries LLC	Starward	4.994%	0.000%	4.994%	8,350.529	
TY Fisheries, Inc.	Seadawn	5.476%	0.000%	5.476%	9,157.065	
PacMon LLC	Pacific Monarch	6.324%	-6.324% **	0.000%	0.000	
Co-op Total		100.000%	0.000%	100.000%	167,220.000 *	

^{*} Some totals are rounded. Total Unisea allocation as published in 71 FR 59047, October 10, 2006.

^{**} Pacific Monarch allocation distributed according to transfer schedule provided by Unisea to 9 vessels. Aleutian Spray Fisheries amount of 1.485% is not distributed by a transfer schedule, but is shown in this table split evenly between the F/V Nordic Star and F/V Starfish, 0.742% each.

Exhibit 5. UniSea Fleet Cooperative member vessel final Bering Sea directed pollock allocations for the year 2006 after reallocations of the F/V *Pacific Monarch* tonnage and with co-op transfers.

Company	Boat	Year 2006 Initial Pollock Allocation (MT)	Within Co-op Net Transfer In & Out (MT)	Final Pollock Allocation (MT)
Rondy's Inc.	Alsea	11,843.735	-27.097	11,816.638
Rondy's Inc.	Argosy	11,626.421	-33.432	11,592.989
Tynes Enterprises, Inc.	American Eagle	7,605.409	-70.490	7,534.919
Aurora/Auriga General Partnership	Auriga	20,750.718	+171.099	20,921.817
Aurora/Auriga General Partnership	Aurora	23,373.209	-201.460	23,171.749
F/V Defender LLC	Defender	24,656.548	-40.656	24,615.892
Fierce Allegiance LLC	Fierce Allegiance	6,205.800	+7,427.260	13,633.060
Ildhuso Fisheries, Inc.	GunMar	15,806.287	+537.070	16,343.357
MarGun Enterprises LLC	MarGun	708.608	-365.395	343.213
F/V Nordic Star LLC	Nordic Star	7,931.394	-242.744	7,688.650
Aleutian Spray Fisheries, Inc.	Starfish	11,091.407	+252.227	11,343.634
Starlite Fisheries LLC	Starlite	8,112.870	+911.774	9,024.644
Starward Fisheries LLC	Starward	8,350.529	-8,318.156	32.373
FY Fisheries, Inc.	Seadawn	9,157.065	0.000	9,157.065
Co-op Total		167,220.000	0.000	167,220.000 *

^{*} Some totals are rounded. Total Unisea allocation as published in 71 FR 59047, October 10, 2006.

Exhibit 6. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea pollock catches with final allocations, year 2006.

Company	Boat	Final Pollock Allocation (MT)	Directed Bering Sea Pollock Catch by Vessel (MT)	Difference Pollock Allocation (MT)
Rondy's Inc.	Alsea	11,816.638	11,818.290	+1.652
Rondy's Inc.	Argosy	11,592.989	11,130.170	-462.819
Tynes Enterprises, Inc.	American Eagle	7,534.919	7,517.730	-17.189
Aurora/Auriga General Partnership	Auriga	20,921.817	21,980.060	+1,058.243
Aurora/Auriga General Partnership	Aurora	23,171.749	22,251.710	-920.039
F/V Defender LLC	Defender	24,615.892	24,593.250	-22.642
Fierce Allegiance LLC	Fierce Allegiance	13,633.060	13,609.120	-23.940
Ildhuso Fisheries, Inc.	GunMar	16,343.357	16,631.040	+287.683
MarGun Enterprises LLC	MarGun	343.213	343.380	+0.167
F/V Nordic Star LLC	Nordic Star	7,688.650	6,646.810	-1,041.840
Aleutian Spray Fisheries, Inc.	Starfish	11,343.634	12,104.240	+760.606
Starlite Fisheries LLC	Starlite	9,024.644	8,993.560	-31.084
Starward Fisheries LLC	Starward	32.373	0.000	-32.373
FY Fisheries, Inc.	Seadawn	9,157.065	9,133.110	-23.955
Co-op Total		167,220.000 *	166,752.470 *	-467.530

^{*} Some totals are rounded. Total Unisea allocation as published in 71 FR 59047, October 10, 2006. Pollock catch totals are from Seastate.

Exhibit 7. Directed pollock fishing catch, bycatch of other groundfish in the directed pollock fishery and PSC's for the UniSea Fleet Cooperative member vessels, year 2006.

Company	Boat	Directed Bering Sea Pollock Catch (MT)	Other Groundfish Catch (MT)	Halibut Mortality (MT)	Herring Catch (MT)	Red King Crab (#)	bairdi Tanner Crab (#)	Other Tanner Crab (#)	Chinook Salmon (#)	Other Salmon (#)
Rondy's Inc.	Alsea	11,818.290	91.770	0.690	3.250	1	5	29	696	1,757
Rondy's Inc.	Argosy	11,130.170	83.620	0.640	1.770	1	6	30	829	1,741
Tynes Enterprises, Inc.	American Eagle	7,517.730	62.800	0.580	1.960	2	5	14	356	3,586
Aurora/Auriga General Partnership	Auriga	21,980.060	254.480	1.970	14.060	2	14	38	1,714	7,702
Aurora/Auriga General Partnership	Aurora	22,251.710	209.650	1.910	5.410	4	15	39	1,716	7,033
F/V Defender LLC	Defender	24,593.250	259.160	2.020	11.850	5	18	49	1,319	11,855
Fierce Allegiance LLC	Fierce Allegiance	13,609.120	124.620	0.970	5.240	2	9	31	840	4,944
Ildhuso Fisheries, Inc.	GunMar	16,631.040	160.800	0.880	6.060	1	9	43	1,041	3,718
MarGun Enterprises LLC	MarGun	343.380	5.260	0.010	0.010	0	0	1	8	74
F/V Nordic Star LLC	Nordic Star	6,646.810	92.490	0.630	5.350	1	4	14	412	1,992
Aleutian Spray Fisheries, Inc.	Starfish	12,104.240	157.800	0.960	7.070	3	8	22	627	6,009
Starlite Fisheries LLC	Starlite	8,993.560	139.880	0.900	10.040	1	7	14	390	4,018
Starward Fisheries LLC	Starward	0.000	0.000	0.000	0.000	0	0	0	0	0
FY Fisheries, Inc.	Seadawn	9,133.110	90.070	0.550	1.340	1	7	18	596	2,334
Co-op Total		166,752.470	1,732.400	12.710	73.410	24	107	343	10,542	56,761

Exhibit 8. Sideboard limits and aggregate catch for the UniSea Fleet Cooperative member vessels, year 2006.

Species/Area	Initial UFC Sideboard Limit (mt)	Inter-Co-op Sideboard Transfer (mt)	Final Sideboard Limit (mt)	Co-op Catch (mt)	Difference Over "+" (mt) Under "-" (mt)
BSAI Pacific cod	4,863	-417	4,446	1,999	-2,447
BSAI yellowfin sole	2,341	0	2,341	2	-2,339
BSAI rock sole	134	0	134	134	-1
Western GOA Pacific cod	125	0	125	0	-125
Central GOA Pacific cod	0	0	0	0	0
Area 610 "A" season pollock	465	0	465	0	-465
Area 620 "A" season pollock	84	0	84	0	-84
Area 630 "A" season pollock	32	-31	1	0	-1
Area 610 "B" season pollock	465	0	465	0	-465
Area 620 "B" season pollock	101	0	101	0	-101
Area 630 "B" season pollock	15	0	15	0	-15
Area 640 "B" season pollock	340	0	340	0	-340
Area 610 "C" season pollock	1,131	0	1,131	0	-1,131
Area 620 "C" season pollock	22	0	22	0	-22
Area 630 "C" season pollock	49	0	49	0	-49
Area 610 "D" season pollock	1,131	0	1,131	0	-1,131
Area 620 "D" season pollock	22	0	22	0	-22
Area 630 "D" season pollock	49	0	47	0	-47
Co-op All Species Sideboard Total	11,371	-448	10,920	2,135	-8,785

PSC limited halibut for Bering Sea
Directed cod fishery 99

Note: Some totals are rounded. Catch totals are from Unisea & Seastate data

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Exhibit 9. Comparison of UniSea Fleet Cooperative member vessels directed Bering Sea Pacific cod catches with final allocations, year 2006.

Company	Boat	Total Co-op Cod Allocation (MT)	PacMon Cod Allocation (MT)	UFC PacMon Adjusted Cod Allocation (MT)	UFC Transfers In(+), Out(-) (MT)	UFC Final Cod Allocation (MT)	Directed Bering Sea Cod Catch (MT)	Difference Over (+) Under (-) (MT)
Rondy's Inc.	Alsea	276	17	294	+165	459	0	-459
Rondy's Inc.	Argosy	305	17	322	+225	547	0	-547
Tynes Enterprises, Inc.	American Eagle	759	11	770	+24	794	392	-402
Aurora/Auriga General Partnership	Auriga	0	30	30	+21	51	0	-51
Aurora/Auriga General Partnership	Aurora	0	34	34	+24	58	0	-58
F/V Defender LLC	Defender	14	36	50	+35	85	0	-85
Fierce Allegiance LLC	Fierce Allegiance	163	0	163	-107	56	0	-56
Ildhuso Fisheries, Inc.	GunMar	259	23	282	-185	96	0	-96
MarGun Enterprises LLC	MarGun	0	0	0	0	0	0	0
F/V Nordic Star LLC	Nordic Star	717	0	717	-64	652	174	-479
Aleutian Spray Fisheries, Inc.	Starfish	384	0	384	+43	427	0	-427
Starlite Fisheries LLC	Starlite	380	0	380	-250	130	0	-130
Starward Fisheries LLC	Starward	700	0	700	+385	1,084	842	-242
FY Fisheries, Inc.	Seadawn	688	0	688	-3	685	591	-95
PacMon LLC	Pacific Monarch	220	-220	0	0	0	0	0
Co-op Total		4,865	-52 *	4,865	+313	5,126	1,999	-3,127

Note: Some totals may not add due to rounding. Catch totals are from Seastate data.

^{* 51.73} metric tons of cod allocation held by Aleutian Spray Fisheries was not redistributed to specific vessels.

Exhibit 10. Directed Pacific cod fishing catch and bycatch for the UniSea Fleet Cooperative member vessels, year 2006.

Company	Boat	Directed Bering Sea Pacific cod Catch (MT)	Other Groundfish Catch (MT)	Halibut Mortality (MT)	Herring Catch (MT)	Red King Crab (#)	<i>bairdi</i> Tanner Crab (#)	Other Tanner Crab (#)	Chinook Salmon (#)	Other Salmon (#)
Rondy's Inc.	Alsea	0	0	0	0	0	0	0	0	0
Rondy's Inc.	Argosy	0	0	0	0	0	0	0	0	0
Tynes Enterprises, Inc.	American Eagle	392	103	7	0	0	469	156	23	13
Aurora/Auriga General Partnership	Auriga	0	0	0	0	0	0	0	0	0
Aurora/Auriga General Partnership	Aurora	0	0	0	0	0	0	0	0	0
F/V Defender LLC	Defender	0	0	0	0	0	0	0	0	0
Fierce Allegiance LLC	Fierce Allegiance	0	0	0	0	0	0	0	0	0
Ildhuso Fisheries, Inc.	GunMar	0	0	0	0	0	0	0	0	0
MarGun Enterprises LLC	MarGun	0	0	0	0	0	0	0	0	0
F/V Nordic Star LLC	Nordic Star	174	57	3	0	0	207	49	18	10
Aleutian Spray Fisheries, Inc.	Starfish	0	0	0	0	0	0	0	0	0
Starlite Fisheries LLC	Starlite	0	0	0	0	0	0	0	0	0
Starward Fisheries LLC	Starward	842	148	17	0	0	1,219	537	118	68
FY Fisheries, Inc.	Seadawn	591	142	9	0	0	599	192	37	16
Co-op Total*		1,999	449	36	0	0	2,494	934	196	107

^{*} Some totals are rounded to nearest metric ton or number of animals. Note: Catch and PSC totals are from Unisea & Seastate data.

Exhibit 11. Transfers of UniSea Fleet Cooperative Gulf of Alaska pollock sideboard limits to other catcher vessel co-ops, year 2006.

Gulf Area/Season	Transfers To	Transfer Amount (MT)
630 A	Unalaska - Sylvia Ettefagh	31
Total GOA Transfers		31

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Exhibit 12. UniSea Fleet Cooperative vessel-by-vessel prohibited species catch, year 2006.

Company	Boat	Halibut Mortality (MT)	Herring Catch (MT)	Red King Crab (#)	<i>bairdi</i> Tanner Crab (#)	Other Tanner Crab (#)	Chinook Salmon (#)	Other Salmon (#)
Rondy's Inc.	Alsea	1	3	1	5	29	696	1,757
Rondy's Inc.	Argosy	1	2	1	6	30	829	1,741
Tynes Enterprises, Inc.	American Eagle	7	2	2	475	171	378	3,599
Aurora/Auriga General Partnership	Auriga	2	14	2	14	38	1,714	7,702
Aurora/Auriga General Partnership	Aurora	2	5	4	15	39	1,716	7,033
F/V Defender LLC	Defender	2	12	5	18	49	1,319	11,855
Fierce Allegiance LLC	Fierce Allegiance	1	5	2	9	31	840	4,944
Ildhuso Fisheries, Inc.	GunMar	1	6	1	9	43	1,041	3,718
MarGun Enterprises LLC	MarGun	0	0	0	0	1	8	74
F/V Nordic Star LLC	Nordic Star	3	5	1	211	63	429	2,002
Aleutian Spray Fisheries, Inc.	Starfish	1	7	3	8	22	627	6,009
Starlite Fisheries LLC	Starlite	1	10	1	7	14	390	4,018
Starward Fisheries LLC	Starward	17	0	0	1,219	537	118	68
FY Fisheries, Inc.	Seadawn	9	1	1	605	210	633	2,350
Co-op Total*		48	74	24	2,601	1,277	10,737	56,868

Note: PSC totals are from Seastate data.

^{*} Some totals are rounded to nearest metric ton or number of animals.

ATTACHMENT 1

UFC MEMBERSHIP AGREEMENT 2006 ADDENDUM

UNISEA FLEET COOPERATIVE MEMBERSHIP AGREEMENT ADDENDUM

This MEMBERSHIP AGREEMENT ADDENDUM is entered into by and among the members of the UniSea Fleet Cooperative as reflected on the signature page(s) attached hereto (the "Members") and the UniSea Fleet Cooperative (the "Cooperative") as of January 10, 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 ________, 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 to the extent it is inconsistent with, supercedes the Unisea Fleet Cooperative Membership Agreement dated as of December 14, 1999, as amended by that First Amendment to Membership Agreement dated as of May 10, 2001, that Second Amendment to Membership Agreement dated as of May 15, 2003, that Third Amendment to Membership Agreement dated as of June 30, 2004, and that Fourth Amendment to Membership Agreement dated as of January 10, 2006 (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. <u>Implementation of Agreement</u>. 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 ("YRDFA"), 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. <u>Liquidated Damages Calculation and Adjustment</u>. 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. <u>Each</u>
<u>Member acknowledges and agrees to the following assessments as liquidated damages in connection with the specified violation of the Agreement:</u>

- VRHS savings area closure violations
 - o first violation Ten Thousand Dollars (\$10,000.00)
 - o second violation Fifteen Thousand Dollars (\$15,000.00)
 - <u>third and subsequent violations in any fishing year Twenty</u> <u>Thousand Dollars (\$20,000.00)</u>
- 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. <u>Attorneys Fees</u>. 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. <u>Injunctive Relief</u>. 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 statue of limitations.

Entered into as of the date first set forth above.

F/V ALSEA F/V ARGOSY

by Rondys, Inc.

y In Chall

Margaret Hall, General Manager

F/V AMERICAN EAGLE

by Tynes Enterprises, Inc.

Reidar Tynes. President

[SIGNATURES CONTINUED ON PAGE 7]

F/V AURIGA F/V AURORA by Auriga/Aurora General Partnership By F/V GUN-MAR by Idhuso Fisheries Inc. By Control Heliuse In President	F/V DEFENDER by E/V Defender LLC By Barry Ohai, Manager E/V MAR-GUN by Margun Enterprises LLC By LLU
Gunnar Ildhuso, Jr., President F/V NORDIC STAR by F/V Nordic Star LLC By Glain Second Manual	PACIFIC MONARCH by PacMon LLC By
Chris Swasand, Member F/V SEADAWN By FY Fisheries, Inc. By Fred Yeck, President	F/V STARFISH By Aleutian Spray Fisheries, Inc. By Cary Swasand, President
F/V STARLITE By Starlite Fisheries LLC RAB FISHERIES By To MANAGEN Phil Hanson, President Kel Meydn	F/V STARWARD By Starward Fisheries, LLC Rab fisheries By Its manager Phil Hanson, President Perk May 1
FIERCE ALLEGIANCE LLC By: R&B Fisheries, Inc. Its: Manager	UNISEA FLEET COOPERATIVE By Jen Hendricks, President

Rick Mezich, President

F/V AURIGA F/V AURORA by Auriga/Aurora General Partnership	F/V DEFENDER by F/V Defender LLC
By	By
By	Barry Ohai, Manager
F/V GUN-MAR by Ildhuso Fisheries, Inc.	F/V MAR-GUN by Margun Enterprises LLC
Gunnar Ildhuso, Jr., President	ByGunnar Ildhuso, Jr., Manager
Gunnar Ildhuso, Jr., President	Gunnar Ildhuso, Jr., Manager
F/V NORDIC STAR by F/V Nordic Star LLC	PACIFIC MONARCH by PacMon LLC
Chris Swasand, Member	ByBarry Ohai, Authorized Agent
F/V SEADAWN By FY Fisheries, Inc.	F/V STARFISH By Aleutian Spray Fisheries, Inc. By Cary Swasand, President
By Fred Yeck, President	Cary Swasand, President
F/V STARLITE By Starlite Fisheries LLC By Phil Hanson, President	F/V STARWARD By Starward Fisheries, LLC By Phil Hanson, President
	•
FIERCE ALLEGIANCE LLC By: R&B Fisheries, Inc. Its: Manager	UNISEA FLEET COOPERATIVE By Jeff Hendricks, President
By Rick Mezich, President	
Kick Mezich, President	

UniSea Fleet Cooperative Membership Agreement Addendum Page 7 of 7

ATTACHMENT 2

2006 UFC AMENDED BERING SEA POLLOCK FISHERY HARVEST SCHEDULE

FOURTH AMENDMENT

TO

MEMBERSHIP AGREEMENT

THIS FOURTH AMENDMENT TO MEMBERSHIP AGREEMENT ("Amendment") is entered into as of <u>January 10</u> ____, 20 06, by and among the entities listed hereafter (each, a "Member", and together, the "Members") and the Unisea Fleet Cooperative, a Washington nonprofit corporation (the "Cooperative") with respect to the following facts:

- A. The Members are party to that certain Membership Agreement entered into as of December 14, 1999, as amended by that certain First Amendment to Membership Agreement dated May 10, 2001, that Second Amendment to Membership Agreement dated May 15, 2003, and that Third Amendment to Membership Agreement dated June 30, 2004 (as the same may be further amended from time to time, the "Membership Agreement").
- B. The vessel F/V FIERCE ALLEGIANCE, Official Number 588849 (the "Vessel"), is owned 100% by Fierce Allegiance LLC, an Alaska limited liability company ("Fierce Allegiance"). Fierce Allegiance has petitioned for admission into the Cooperative as a Member and for addition of the Vessel as a Cooperative Member Vessel. Fierce Allegiance is owned 30% by Central Bering Sea Vessel, LLC and 70% by Mezich Allegiance, Inc.
- C. The Members desire to add Fierce Allegiance as a party to the Membership Agreement.

NOW THEREFORE, in consideration of the rights and obligations contained herein:

1. Amendments to the Membership Agreement.

1.1 The Members hereby acknowledge and agree that Fierce Allegiance and the Vessel have satisfied all conditions precedent to membership in the Cooperative set forth in the Cooperative's Bylaws and Membership Agreement, and in consideration for its execution of an adherence agreement under which it agrees to be bound by all terms and conditions of the Membership Agreement as though it were an original signatory thereto, Fierce Allegiance is hereby admitted as a Member of the Cooperative, and the Membership Agreement is hereby amended to reflect such addition of Fierce Allegiance as a Member.

- 1.2 The Membership Agreement Harvest Schedule attached as Exhibit A hereto replaces in its entirety all prior Membership Agreement Harvest Schedules.
- 2. <u>No Other Amendments</u>. Except as provided herein, this Amendment shall not alter the rights and obligations contained in the Membership Agreement, which shall continue in full force and effect.
- 3. <u>Faxed Signatures; Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile are fully effective for all purposes.

EXECUTED as of the day and year first set forth above.

F/V ALSEA By: Rondys, Inc.

By: Margaret Hall Its: General Manager

F/V AMERICAN EAGLE By: Tynes Enterprises, Inc.

By: Reidar Tynes Its: President

F/V DEFENDER By: F/V Defender LLC

By: Barry Ohai Its: Manager F/V ARGOSY By: Rondys, Inc.

By: Margaret Hall Its: General Manager

F/V AURIGA F/V AURORA

By: Auriga/Aurora General Partnership

By: Jeff Hendricks
Its: Manager

F/V GUN-MAR

By: Ildhuso Fisheries, Inc.

By: Gunnar Ildhuso, Jr.

Its: President

F/V MAR-GUN By: Margun Enterprises LLC	F/V NORDIC STAR By: F/V Nordic Star LLC
By: Gunnar Ildhuso, Jr. Its:	By: Its: Member
F/V PACIFIC MONARCH By: PacMon LLC	F/V SEADAWN By: FY Fisheries, Inc.
By: Barry Ohai	By: Fred Yeck
Its: Authorized Agent	Its: President
F/V STARLITE By: Starlite Fisheries LLC R&B Fisheries 115 manage	F/V STARWARD By: Starward Fisheries LLC RAR FISH ORIES IB MANAGE
By: Phil-Hanson Pick Mezica Its: President	By: Phil Hanson Rick Mezick Its: President
F/V STARFISH Aleutian Spray Fisheries, Inc.	UNISEA FLEET COOPERATIVE
By: Its: Member	By: Jeff Hendricks Its: President

F/V MAR-GUN By: Margun Enterprises LLC	F/V NORDIC STAR By: F/V Nordic Star LLC			
By: Gunnar Ildhuso, Jr. Its:	By: Its: Member			
F/V PACIFIC MONARCH By: PacMon LLC	F/V SEADAWN By: FY Fisheries, Inc.			
By: Barry Ohai Its: Authorized Agent	By: Fred Yeck Its: President			
F/V STARLITE By: Starlite Fisheries LLC	F/V STARWARD By: Starward Fisheries LLC			
By: Phil Hanson Its: President	By: Phil Hanson Its: President			
F/V STARFISH Aleutian Spray Fisheries, Inc.	UNISEA FLEET COOPERATIVE			
By: Its:	By: Jeff Hendricks Its: President			

EXHIBIT A TO

UNISEA FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

BERING SEA POLLOCK FISHERY HARVEST SCHEDULE

Amend	led	and	ad	opted	las	of	January	10	 , 20	0)6

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

MEMBER	VESSEL(S)	PERCENTAGE OF "ALLOCATION"
Rondys, Inc.	ALSEA – ON 626517 ARGOSY – ON 611365	6.587% 6.466%
Tynes Enterprises, Inc.	AMERICAN EAGLE ON 558605	4.230%
Aurora/Auriga General Partnership	AURIGA – ON 639547 AURORA – ON 636919	11.541% 13.000%
F/V Defender LLC	DEFENDER – ON 554030	13.713%
Ildhuso Fisheries, Inc.	GUN-MAR - ON 640130	8.791%
Margun Enterprises LLC	MAR-GUN - ON 525608	0.424%

MEMBER	VESSEL(S)	PERCENTAGE OF "ALLOCATION"
F/V Nordic Star LLC	NORDIC STAR ON 584684	4.001%
FY Fisheries, Inc.	SEADAWN - ON 548685	5.476%
Aleutian Spray Fisheries, Inc.	STARFISH - ON 561651	5.891%
Starlite Fisheries LLC	STARLITE - ON 597065	4.852%
Starward Fisheries, LLC	STARWARD - ON 617807	4.994%
PacMon LLC	PACIFIC MONARCH ON 557467	6.324%
Fierce Allegiance LLC	FIERCE ALLEGIANCE ON 588849	3.711%
Total		100.000%