

Whiting Mothership Cooperative

An Amendment 20 Mothership Catcher Vessel Cooperative

Final Report on the 2017 Pacific Whiting Fishery

Prepared by: dave fraser, WMC Coop Manager

Submitted to the NMFS & PFMF: March 2018

WMC Report on the 2017 Year Pacific Whiting Fishery

Introduction

In March of 2011, the owners of the thirty seven trawl limited entry catcher vessel permits (MS/CV LEPs) endorsed for operation in the Mothership sector of the Pacific whiting fishery formed a fishing cooperative to coordinate harvesting efforts. This cooperative is the Whiting Mothership Cooperative (WMC). Following transfers of MSCV catch history assignments (CHAs), there are currently 34 endorsed permits, three of which carry two MSCV CHAs. The owners of all of the current MS/CV LEPs remained members in good standing for the 2017 fishing year.

The WMC receives an allocation of whiting based on the cumulative catch histories of the members of the cooperative. The WMC operates under the WMC Membership Agreement contract which allocates whiting to members proportionate to the contribution to the cooperative's allocation made by NMFS on the basis of the whiting catch history assigned to the Cooperative by the members.

One of the primary purposes of the WMC cooperative is the management of bycatch of the two allocated and two set-aside constraining rockfish species and Chinook salmon. To that end the members of the WMC have all signed a WMC Bycatch Agreement that sets out the rules for modification of fishing behaviour with which members are obligated to comply.

Purpose of Report

This report is intended to disclose all information required or identified in Federal Regulations at 50 CFR 660.113(d)(3). The catch data in this report is for the 2017 fishing year beginning May 15th and ending December 31st. The catch data was provided by Sea State, Inc. and was obtained from the NMFS – At-Sea Hake Observer Program.

Reporting Requirements

The required Annual Report elements (i-v) are found in the 50 CFR 660.113(d)(3)

(3) Annual coop report. The designated coop manager for the mothership coop must submit an annual report to NMFS and the Council by March 31 each year, before a coop permit is issued for that year. The annual coop report will contain information about the previous year's fishery, including:

(i) The mothership sector's annual allocation of Pacific whiting and the permitted mothership coop allocation;

- (ii) The mothership coop's actual retained and discarded catch of Pacific whiting, salmon, Pacific halibut, rockfish, groundfish, and other species on a vessel-by- vessel basis;*
- (iii) A description of the method used by the mothership coop to monitor performance of coop vessels that participated in the fishery;*
- (iv) A description of any actions taken by the mothership coop in response to any vessels that exceed their allowed catch and bycatch; and*
- (v) Plans for the current year's mothership coop fishery, including the companies participating in the cooperative, the harvest agreement, and catch monitoring and reporting requirements.*

(i) Annual allocation of Pacific whiting to the WMC coop

The Mothership sector of the Pacific Whiting fishery was initially allocated 87,044 tons of whiting, followed by a re-apportionment on September 15th of 9,840 tons. 100% of the Mothership sector whiting was allocated to the Whiting Mothership Cooperative.

(ii) The Mothership coop's actual retained and discarded catch of Pacific whiting, salmon, Pacific halibut, rockfish, groundfish, and other species on a vessel-by-vessel basis

All thirty four of the current MS/CV endorsed trawl limited entry permit holders joined the Whiting Mothership Cooperative (WMC).

As of December 31st, 2017, fifteen MS/CVs had fished in the MS sector of the 2017 whiting fishery, harvesting 66,429 tons of whiting.

Data on the catch, as of December 31st 2017, of Whiting, Salmon, Halibut, Rockfish, Groundfish and Other Species, is shown in the tables attached tables 1 & 2 (a-e) (Attachment 1). The table 1 shows the aggregate fleet catch, with a breakdown of each species category. The following tables 2 (a-e) show the vessel by vessel catch for each species category. In interpreting the tables a cell with "0.000 mt" indicates at least a trace amount of this species was caught; a blank cell indicates no amount of that species was caught.

Note: Some species were not included in the table because there was no catch reported in the data. There was no reported catch of starry flounder, longspine or unidentified thornyheads, shortraker rockfish, blue/decon rockfish, Dungeness crab or green sturgeon. Eulachon data is reported in metric tons, as the data on numbers of fish was not available.

(iii) A description of the method used by the mothership coop to monitor performance of coop vessels that participated in the fishery

The WMC retains Sea State, Inc. Inc. as the Monitoring Agent for the coop. All WMC members provide NMFS and the VMS providers with the needed confidentiality waivers to allow Sea State, Inc. to access both Observer data and VMS data in real time.

The WMC provided Sea State, Inc. with a harvest schedule of each MS/CVs share of whiting and pro-rata portion of the allocated bycatch species. Sea State, Inc. queries the NORPAC observer database to obtain the Mothership observer reports on a daily basis. Sea State, Inc. uses this data to produce daily reports which are distributed by email to all WMC members, the Coop manager, and to the Mothership processors.

The Sea State, Inc. daily report shows several tables of information, including:

- the daily catch and bycatch amounts for the fleet as a whole for most recent 10 days
- the overall YTD rates and percent of whiting quota and bycatch harvested for the fleet in aggregate
- the YTD bycatch rates for each Mothership's fleet
- the YTD bycatch rates and amounts for each vessel
- the percent and amounts of whiting quota and bycatch allocations harvested by each seasonal pool
- the balance of whiting available in each seasonal pool by vessel

As MS/CV observers are debriefed, their data is incorporated into NORPAC and Sea State, Inc. updates its accounting accordingly. On the basis of the Sea State, Inc. data, the Coop manger audits vessel harvest amounts relative to the individual members' share of the quota and transfers between members to see that the coop's allocations are not exceeded.

In addition to the email distribution of the daily report, Sea State maintains a website for the Coop where members can access this information. The website also provides GIS mapping of VMS tracks of any hauls where bycatch rates exceed a base rate. These high bycatch maps are shared with the shorebased and catcher-processor cooperatives, and provide members to identify historic and current hotspots with high resolution mapping.

A copy of a Sea State daily report from the last week of the fishery is included as Attachment 2.

(iv) A description of any actions taken by the mothership coop in response to any vessels that exceed their allowed catch and bycatch

No vessels exceeded their allowed whiting catch amounts under the Coop Agreement. The Coop makes vessel specific whiting allocations; however, the bycatch allocations

are managed as a common pool resource. This is not to say that vessels are not subject to individual accountability for bycatch performance.

In 2017 one pool exceeded the pro-rata share of the bycatch allocated to its seasonal pool. The 1st pool was closed due to POP bycatch on May 28th.

The Coop agreement includes a variety of measures that serve to mitigate against the possibility of exceeding allowed catch and bycatch limits. These include:

- Precautionary closures of past bycatch hotspots.
- Night fishing restrictions
- Fleet relocation triggers and fleet to fleet reporting
- In season “hot spot” closure authority
- Seasonal apportionments (“pools”) of whiting and bycatch allowances
- Sanctions against vessels that have exceeded a bycatch rate within a seasonal pool.

Precautionary Closures of Past Bycatch Hotspots

Prior to the beginning of the 2011 whiting fishery, the WMC created a “Bycatch Committee” which met several times to develop proposed closures that would apply seasonally. The committee reviewed GIS analysis of 10 years of at-sea observer data overlaid on fine scale bathymetry. The analysis included bycatch rates and amounts as well as amounts of whiting. VMS tracklines of high bycatch tows were also incorporated in the review. Additionally, the committee reviewed logbook information from individual captains’ historic directed rockfish experience, which provided insight into habitat associations for rockfish species.

The committee ended up recommending closure of 9 areas, totaling nearly 2000 km² which were adopted by the WMC board. The board also identified several other “cautionary” areas.

The bycatch committee met again prior to the 2017 fishing season and recommended retaining the bycatch avoidance measures from the previous seasons with some modifications. The recommendations were adopted by the board. The bycatch committee met during the season to review whether to modify or maintain the closures. Additional closures were adopted by the board during the 2017 season in response to concerns that POP rockfish was extremely constraining given higher levels of POP rockfish encounters throughout the Mothership and Shorebased whiting fisheries.

The bycatch committee also recommended additional limits that were adopted by the board on the amount of Chinook that could be taken south of 44 degrees, as well as more restrictive movement rules in the area south of 44 degrees.

Night Fishing

Based on the recommendations of the bycatch committee, the board adopted a restriction on night fishing between 10:00 PM and 5:30 AM prior to September 1st. The board modified the night fishing restriction for the fall, restricting night fishing inside 100 fathoms between 7:00 PM and 7:00 AM.

Fleet Relocation and Real Time Fleet to Fleet Reporting

The Coop established Base Rates which were based on the pro-rata amounts of bycatch allocations relative to whiting allocations to the MS sector. Each Mothership processor maintains a spreadsheet reporting its fleet performance, measured against the Base Rates. The spreadsheet reports are shared each day between all the processing ships.

Each fleet's performance relative to the Base Rates constitutes a trigger requiring the fleet to relocate if they encounter a bycatch "hotspot". Relocation is required in the event of any of the following situations:

- If a fleet's three day rolling average rate of exceeds the Base Rate for any bycatch species, and that Fleet's cumulative year to date bycatch rate exceeds half of the Base Rate for that species,
- If a fleet's three day rolling average rate of exceeds 125% of the Base Rate for a bycatch species
- If a fleet's bycatch rate during any single day exceeds twice the Base Rate for a bycatch species,

This real time mechanism for response to bycatch encounters coupled with a requirement for test tows upon entering a new area, have served to limit bycatch.

In-season Hot Spot Closures

The WMC board delegated authority to Sea State, Inc. to impose "In-season Hot Spot Closures" if they perceive a problem. This authority was used during the 2017 season to respond to POP lightning strikes.

Seasonal Pools

The Coop agreement provides for dividing the whiting allocation into five pools with various start dates. Each pool received a share of the bycatch allocations pro-rata to

whiting. The Coop Agreement provides that if a pool reaches its share of the bycatch prior to harvesting its whiting allocation, the members of the pool must cease fishing.

Sanctions Against Member Vessels

In the event that a pool closes because of bycatch, if a member of that pool has a cumulative bycatch amount exceeding their pro-rata share by 25%, that vessel is restricted from harvesting additional whiting in a subsequent seasonal pool.

During the 2017 season one pool closed due to bycatch. There were no violations of the WMC Bycatch Agreement.

(v) Plans for the next year's mothership coop fishery, including the companies participating in the cooperative, the harvest agreement, and catch monitoring and reporting requirements

The WMC provides that membership in the Coop continues in the following year unless a member provides notice of intent to withdraw before November 1st. No members filed notice of intent to withdraw. The ownership of member permits is shown in Exhibit A of the WMC Membership Agreement (Attachment 3 & Exhibits) filed with the MS cooperative permit application NMFS for the 2018 season.

The WMC Membership Agreement for the 2018 season was amended. The Fourth Addendum to the Membership Agreement (Attachment 4), was adopted by the WMC Board on February 14th. The Addendum focused on modifications to Section 11 related to providing board authority for moving un-used bycatch from closed to pools that remain open and revising base rates and movement triggers in-season.

There have been no other changes to the WMC Membership Agreement for 2018. The board anticipates updating the terminology in the WMC Bycatch Agreement prior to the beginning of the season to reflect the change from the overfished status of constraining rockfish species, and to clarify the board's authority to modify the rates for movement triggers in season.

Attachments:

- 1- WMC's actual retained and discarded catch of Pacific whiting, salmon, Pacific halibut, rockfish, groundfish, and other species on a vessel-by- vessel basis
- 2- Sea State daily report from the last week of the fishery
- 3- WMC Membership Agreement, with Exhibits
 - a. Exhibit A – Membership List
 - b. Exhibit B – Harvest Schedule of Allocation Percentages
 - c. Exhibit C – Whiting Bycatch Agreement

- d. Exhibit D – Signature Pages – Whiting Membership Agreement
- 4- 2018 Addendum to WMC Membership Agreement

Attachment 1

Table 1

Species Name			WMC FLEET TOTALS		
ROUNDFISH	Code		Retained mt	Discard mt	Total
Whiting	112		65,527.0	901.6	66,428.5
Lingcod	130		0.799	0.053	0.852
Pacific Cod	110		0.177	0.001	0.178
Sablefish	710		69.264	16.413	85.677
FLATFISH	Code		Retained mt	Discard mt	Total
Arrowtooth Flounder	121		3.545	0.127	3.671
Dover Sole	124		0.102	0.005	0.107
English Sole	128		0.005	0.000	0.005
Petrale Sole			0.000	0.000	0.000
Other Flatfish			1.056	0.074	1.130
ROCKFISH	Code		Retained mt	Discard mt	Total
Canary Rockfish	146		4.287	0.210	4.497
Dark Blotched Rockfish	159		4.464	3.289	7.753
Pacific Ocean Perch	141		5.410	0.513	5.923
Widow Rockfish	156		51.373	14.716	66.089
Black Rockfish					
Blackgill Rockfish	177		0.009	0.000	0.009
Rockfish Unidentified					
Rougheye Rockfish	151		3.637	0.638	4.274
Shortbelly Rockfish	181		17.199	10.619	27.818
Shortspine Thornyhead	143		1.632	1.594	3.226
Yelloweye Rockfish	145		0.000	0.002	0.002
Yellowtail Rockfish	155		109.846	37.829	147.675
Minor Shelf Rockfish			11.918	0.351	12.269
Minor Slope Rockfish			18.392	4.374	22.765
REMAINING GROUND FISH SPECIES	Code		Retained mt	Discard mt	Total
Longnose Skate	701		0.022	0.502	0.523
Spiny Dogfish Shark	691		6.736	24.968	31.704
Pollock	270		11.797	0.119	11.916
Other Fish			4.185	18.966	23.151
PROHIBITED SPECIES	Code		Retained #s	Discard #s	Total
Chinook Salmon	410		6	723	729
Chum Salmon	450		0	4	4
Coho Salmon	430		0	0	0
Pacific Halibut	200		0	0	0
Pink Salmon	440		0	0	0
Eulachon (mt)	511		0.000	0.001	0.001
Sockeye Salmon	420		0	0	0
Steelhead	540		0	0	0
NON-GROUND FISH SPECIES	Code		Retained mt	Discard mt	Total
American Shad	180		16.973	5.728	22.701
Pacific Herring	235		0.075	5.186	5.261
Pacific Mackerel			2.284	11.384	13.667
Pacific Sardine	170		0.019	0.417	0.435
Jack Mackerel			25.872	88.078	113.950
King-of-the-Salmon	210		0.299	4.702	5.001
Squid Unidentified	875		7.866	20.472	28.337
All other non-Groundfish			0.362	9.286	9.649

Table 2a

Species Name	Arctic Fury		Lisa Melinda		Marathon	
ROUND FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Whiting	3,198.0	30.1	6,886.2	14.0	2,022.9	54.7
Lingcod	0.014	0.000	0.170	0.000		0.000
Pacific Cod	0.016	0.000	0.022	0.000		0.000
Sablefish	2.421	1.381	1.688	2.106	0.510	0.008
FLAT FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Arrowtooth Flounder	0.461	0.048	0.289	0.000	0.002	0.004
Dover Sole	0.022	0.000	0.004	0.000		0.000
English Sole	0.001	0.000	0.001	0.000		0.000
Petrale Sole	0.000	0.000	0.000	0.000	0.000	0.000
Other Flatfish	0.167	0.061	0.095	0.000	0.000	0.000
ROCK FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Canary Rockfish	0.128	0.004	0.452	0.001	0.039	0.007
Dark Blotched Rockfish	0.129	1.867	0.248	0.000	0.069	0.020
Pacific Ocean Perch	0.610	0.051	0.339	0.000	0.264	0.149
Widow Rockfish	0.318	1.085	10.585	0.001	0.027	2.346
Black Rockfish						
Blackgill Rockfish		0.000		0.000		0.000
Rockfish Unidentified						
Rougheye Rockfish	0.374	0.098	0.358	0.001	0.289	0.129
Shortbelly Rockfish	0.004	0.002	0.007	0.001		0.000
Shortspine Thornyhead	0.132	0.998	0.139	0.000		0.000
Yelloweye Rockfish		0.000		0.000	0.000	0.002
Yellowtail Rockfish	0.390	0.052	38.550	0.047	0.188	13.609
Minor Shelf Rockfish	0.003	0.042	0.920	0.001	0.001	0.126
Minor Slope Rockfish	0.088	0.889	1.154	0.000	0.000	0.000
REMAINING GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Longnose Skate	0.000	0.087	0.000	0.011		0.000
Spiny Dogfish Shark	0.125	4.269	0.544	0.943	0.000	0.330
Pollock		0.000		0.000		0.000
Other Fish	0.013	1.409	1.148	3.404	0.000	0.212
PROHIBITED SPECIES	Retained #'s	Discard #'s	Retained #'s	Discard #'s	Retained #'s	Discard #'s
Chinook Salmon	0	35	0	87	0	1
Chum Salmon	0	0	0	0	0	0
Coho Salmon	0	0	0	0	0	0
Pacific Halibut	0	0	0	0	0	0
Pink Salmon	0.000	0.000	0.000	0.000	0.000	0.000
Eulachon (mt)		0.000		0.000		0.000
Sockeye Salmon	0	0	0	0	0	0
Steelhead	0	0	0	0	0	0
NON-GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
American Shad	0.405	0.063	0.041	1.857	7.171	0.131
Pacific Herring	0.000	0.000	0.000	0.060	0.000	0.000
Pacific Mackerel	0.014	0.201	0.016	2.826		0.000
Pacific Sardine	0.000	0.001	0.000	0.025		0.000
Jack Mackerel	0.236	42.636	8.117	2.727	0.000	0.001
King-of-the-Salmon	0.006	0.927	0.165	0.272	0.002	0.018
Squid Unidentified	0.332	1.430	0.000	2.611	0.228	0.803
All other non-Groundfish	0.009	0.227	0.036	0.766	0.000	0.631

Table 2b

Species Name	Mark I		Miss Berdie		Miss Sarah	
ROUND FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Whiting	3,077.4	110.7	4,399.0	58.9	1,950.6	23.0
Lingcod	0.017	0.000	0.027	0.000	0.016	0.000
Pacific Cod	0.030	0.000		0.000	0.014	0.000
Sablefish	0.025	5.621	0.700	0.001	20.668	0.209
FLAT FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Arrowtooth Flounder	0.157	0.026	0.142	0.002	0.165	0.002
Dover Sole	0.002	0.004		0.000	0.001	0.000
English Sole		0.000		0.000		0.000
Petrale Sole	0.000	0.000	0.000	0.000	0.000	0.000
Other Flatfish	0.063	0.003	0.002	0.000	0.030	0.000
ROCK FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Canary Rockfish	0.084	0.021	0.041	0.001	0.049	0.009
Dark Blotched Rockfish	0.276	0.722	0.145	0.001	0.195	0.002
Pacific Ocean Perch	0.510	0.103	0.024	0.000	0.060	0.001
Widow Rockfish	0.311	1.258	2.082	0.013	1.533	0.049
Black Rockfish						
Blackgill Rockfish		0.000		0.000		0.000
Rockfish Unidentified						
Rougheye Rockfish	0.125	0.248	0.455	0.001	0.021	0.000
Shortbelly Rockfish	0.003	10.254	0.029	0.000	0.150	0.002
Shortspine Thornyhead	0.002	0.213	0.022	0.000	0.147	0.001
Yelloweye Rockfish		0.000		0.000		0.000
Yellowtail Rockfish	0.907	0.298	4.572	0.095	0.741	0.057
Minor Shelf Rockfish	0.016	0.002	3.519	0.001	0.125	0.002
Minor Slope Rockfish	1.441	0.521	0.256	0.003	4.182	0.042
REMAINING GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Longnose Skate	0.000	0.040		0.000	0.000	0.049
Spiny Dogfish Shark	0.108	2.429	0.003	0.777	0.000	1.383
Pollock		0.000		0.000	0.002	0.000
Other Fish	0.018	0.355	0.000	1.493	0.000	0.138
PROHIBITED SPECIES	Retained #'s	Discard #'s	Retained #'s	Discard #'s	Retained #'s	Discard #'s
Chinook Salmon	0	36	0	71	0	9
Chum Salmon	0	0	0	2	0	0
Coho Salmon	0	0	0	0	0	0
Pacific Halibut	0	0	0	0	0	0
Pink Salmon	0.000	0.000	0.000	0.000	0.000	0.000
Eulachon (mt)	0.000	0.000		0.000		0.000
Sockeye Salmon	0	0	0	0	0	0
Steelhead	0	0	0	0	0	0
NON-GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
American Shad	0.376	0.689	1.912	1.361	0.613	0.006
Pacific Herring	0.000	0.000	0.010	0.004	0.001	0.000
Pacific Mackerel	0.000	1.478	0.022	0.000	1.133	0.012
Pacific Sardine	0.000	0.004	0.000	0.000	0.003	0.000
Jack Mackerel	0.010	11.881	1.519	0.051	2.828	0.037
King-of-the-Salmon	0.000	0.274	0.059	0.668		0.000
Squid Unidentified	0.097	1.310	1.450	0.442	0.159	0.202
All other non-Groundfish	0.000	0.172	0.027	1.044	0.000	0.412

Table 2c

Species Name	Muir Milach		Nordic Star		Pacific Challenger	
ROUND FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Whiting	7,145.4	99.5	7,326.2	41.0	3,892.3	121.3
Lingcod	0.242	0.002	0.200	0.002	0.007	0.000
Pacific Cod	0.008	0.000		0.000		0.000
Sablefish	16.890	0.414	1.489	0.010	1.390	0.033
FLATFISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Arrowtooth Flounder	0.270	0.001	0.629	0.002	0.022	0.006
Dover Sole	0.002	0.000	0.009	0.000		0.000
English Sole	0.000	0.000	0.001	0.000	0.000	0.000
Petrale Sole	0.000	0.000	0.000	0.000	0.000	0.000
Other Flatfish	0.062	0.001	0.200	0.001	0.003	0.000
ROCKFISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Canary Rockfish	1.420	0.002	1.263	0.001	0.029	0.012
Dark Blotched Rockfish	1.282	0.160	0.221	0.001	0.235	0.035
Pacific Ocean Perch	1.447	0.018	0.739	0.003	0.174	0.076
Widow Rockfish	10.746	0.513	3.573	0.037	0.055	3.104
Black Rockfish						
Blackgill Rockfish	0.003	0.000	0.007	0.000		0.000
Rockfish Unidentified						
Rougheye Rockfish	0.424	0.002	0.256	0.001	0.639	0.061
Shortbelly Rockfish	0.105	0.026	0.004	0.000	3.150	0.131
Shortspine Thornyhead	0.195	0.001	0.273	0.002	0.011	0.000
Yelloweye Rockfish		0.000		0.000		0.000
Yellowtail Rockfish	24.766	0.211	13.082	0.041	0.284	22.638
Minor Shelf Rockfish	1.055	0.025	0.526	0.005	0.001	0.043
Minor Slope Rockfish	3.909	0.123	2.803	0.022	0.009	0.000
REMAINING GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Longnose Skate	0.022	0.034	0.000	0.126		0.000
Spiny Dogfish Shark	4.420	0.719	1.523	1.581	0.000	2.021
Pollock		0.000		0.000		0.000
Other Fish	1.817	2.370	1.052	5.058	0.000	0.401
PROHIBITED SPECIES	Retained #'s	Discard #'s	Retained #'s	Discard #'s	Retained #'s	Discard #'s
Chinook Salmon	0	38	0	58	0	26
Chum Salmon	0	2	0	0	0	0
Coho Salmon	0	0	0	0	0	0
Pacific Halibut	0	0	0	0	0	0
Pink Salmon	0.000	0.000	0.000	0.000	0.000	0.000
Eulachon (mt)		0.000	0.000	0.000		0.000
Sockeye Salmon	0	0	0	0	0	0
Steelhead	0	0	0	0	0	0
NON-GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
American Shad	0.261	0.295	0.076	0.662	0.007	0.038
Pacific Herring	0.002	0.054	0.000	0.033	0.000	0.000
Pacific Mackerel	0.015	3.940	0.002	0.225	0.000	0.000
Pacific Sardine	0.000	0.023	0.000	0.362	0.001	0.000
Jack Mackerel	0.304	5.040	3.795	2.594	0.004	0.001
King-of-the-Salmon	0.000	0.222	0.017	0.153	0.000	0.814
Squid Unidentified	0.001	3.509	0.000	5.647	0.796	1.011
All other non-Groundfish	0.109	1.130	0.035	1.026	0.003	2.554

Table 2d

Species Name	Perseverance		Sea Storm		Seadawn	
ROUND FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Whiting	2,234.1	20.0	5,228.5	46.5	8,589.6	109.3
Lingcod	0.009	0.000	0.015	0.000	0.025	0.000
Pacific Cod		0.000	0.010	0.000	0.011	0.000
Sablefish	0.002	0.000	10.046	0.152	9.465	0.107
FLATFISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Arrowtooth Flounder	0.013	0.000	0.578	0.005	0.350	0.004
Dover Sole		0.000	0.014	0.000	0.048	0.001
English Sole		0.000		0.000		0.000
Petrale Sole	0.000	0.000	0.000	0.000	0.000	0.000
Other Flatfish	0.000	0.000	0.170	0.001	0.179	0.002
ROCKFISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Canary Rockfish	0.149	0.000	0.100	0.014	0.270	0.009
Dark Blotched Rockfish	0.077	0.000	0.968	0.011	0.379	0.008
Pacific Ocean Perch	0.368	0.000	0.240	0.001	0.216	0.020
Widow Rockfish	2.157	0.012	10.393	4.103	6.042	0.110
Black Rockfish						
Blackgill Rockfish		0.000		0.000		0.000
Rockfish Unidentified						
Rougheye Rockfish	0.037	0.001	0.174	0.001	0.347	0.002
Shortbelly Rockfish	2.468	0.001	9.471	0.094	1.794	0.019
Shortspine Thornyhead		0.000	0.342	0.003	0.233	0.002
Yelloweye Rockfish		0.000		0.000		0.000
Yellowtail Rockfish	3.477	0.017	2.119	0.115	10.420	0.128
Minor Shelf Rockfish	0.463	0.003	0.083	0.002	2.805	0.050
Minor Slope Rockfish	0.000	0.000	2.062	0.019	2.281	0.050
REMAINING GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Longnose Skate		0.000	0.000	0.062	0.000	0.002
Spiny Dogfish Shark	0.000	0.300	0.000	4.666	0.000	1.768
Pollock		0.000	11.795	0.119		0.000
Other Fish	0.089	0.200	0.000	1.139	0.031	1.328
PROHIBITED SPECIES	Retained #'s	Discard #'s	Retained #'s	Discard #'s	Retained #'s	Discard #'s
Chinook Salmon	2	4	0	153	2	74
Chum Salmon	0	0	0	0	0	0
Coho Salmon	0	0	0	0	0	0
Pacific Halibut	0	0	0	0	0	0
Pink Salmon	0.000	0.000	0.000	0.000	0.000	0.000
Eulachon (mt)		0.000	0.000	0.000	0.000	0.000
Sockeye Salmon	0	0	0	0	0	0
Steelhead	0	0	0	0	0	0
NON-GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
American Shad	0.026	0.000	0.815	0.019	2.789	0.047
Pacific Herring	0.004	0.004	0.000	0.014	0.027	4.956
Pacific Mackerel	0.002	0.000	0.385	0.005	0.663	0.008
Pacific Sardine	0.001	0.000	0.011	0.000	0.002	0.000
Jack Mackerel	0.003	0.000	3.959	0.266	4.280	0.332
King-of-the-Salmon		0.000	0.000	0.638	0.030	0.288
Squid Unidentified	0.526	0.004	1.459	0.493	1.883	0.505
All other non-Groundfish	0.023	0.070	0.002	0.199	0.085	0.286

Table 2e

Species Name	Seeker		Traveler		Western Dawn	
	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
ROUND FISH						
Whiting	4,319.1	78.5	2,328.8	39.2	2,928.8	55.0
Lingcod	0.041	0.000	0.014	0.009	0.000	0.039
Pacific Cod		0.000	0.011	0.000	0.055	0.000
Sablefish	0.989	0.043	1.535	1.845	1.447	4.483
FLAT FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Arrowtooth Flounder	0.044	0.000	0.226	0.021	0.199	0.006
Dover Sole		0.000		0.000	0.001	0.000
English Sole	0.001	0.000	0.001	0.000		0.000
Petrale Sole	0.000	0.000	0.000	0.000	0.000	0.000
Other Flatfish	0.000	0.000	0.025	0.003	0.061	0.002
ROCK FISH	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Canary Rockfish	0.164	0.004	0.053	0.076	0.047	0.050
Dark Blotched Rockfish	0.065	0.000	0.084	0.088	0.092	0.374
Pacific Ocean Perch	0.142	0.008	0.130	0.060	0.148	0.023
Widow Rockfish	3.056	0.057	0.238	0.833	0.257	1.195
Black Rockfish						
Blackgill Rockfish		0.000		0.000		0.000
Rockfish Unidentified						
Rougheye Rockfish	0.017	0.000	0.104	0.006	0.019	0.087
Shortbelly Rockfish	0.014	0.001	0.000	0.013	0.000	0.074
Shortspine Thornyhead	0.010	0.000	0.029	0.161	0.097	0.213
Yelloweye Rockfish		0.000		0.000		0.000
Yellowtail Rockfish	8.963	0.168	0.390	0.081	0.998	0.272
Minor Shelf Rockfish	2.378	0.007	0.003	0.012	0.020	0.029
Minor Slope Rockfish	0.006	0.000	0.155	1.322	0.046	1.384
REMAINING GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
Longnose Skate	0.000	0.013	0.000	0.019	0.000	0.059
Spiny Dogfish Shark	0.014	0.261	0.000	1.924	0.000	1.598
Pollock		0.000		0.000		0.000
Other Fish	0.018	0.422	0.000	0.278	0.000	0.760
PROHIBITED SPECIES	Retained #'s	Discard #'s	Retained #'s	Discard #'s	Retained #'s	Discard #'s
Chinook Salmon	0	13	2	55	0	62
Chum Salmon	0	0	0	0	0	0
Coho Salmon	0	0	0	0	0	0
Pacific Halibut	0	0	0	0	0	0
Pink Salmon	0.000	0.000	0.000	0.000	0.000	0.000
Eulachon (mt)		0.000		0.000		0.000
Sockeye Salmon	0	0	0	0	0	0
Steelhead	0	0	0	0	0	0
NON-GROUND FISH SPECIES	Retained mt	Discard mt	Retained mt	Discard mt	Retained mt	Discard mt
American Shad	2.480	0.080	0.000	0.425	0.003	0.053
Pacific Herring	0.032	0.061	0.000	0.000	0.000	0.001
Pacific Mackerel	0.001	0.000	0.014	0.435	0.019	2.255
Pacific Sardine		0.000	0.000	0.001	0.001	0.001
Jack Mackerel	0.055	0.000	0.070	6.883	0.694	15.629
King-of-the-Salmon	0.020	0.017	0.000	0.234	0.000	0.178
Squid Unidentified	0.800	0.014	0.084	1.324	0.051	1.168
All other non-Groundfish	0.030	0.281	0.000	0.246	0.003	0.243

Attachment 2

Sea State Daily Report 12/3/17

Harvest Last 14 Days (MT)

Date	Pacific Hake	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
12/3/2017	0	0.00	0.00	0.00	0.00	0	0.00
12/2/2017	0	0.00	0.00	0.00	0.00	0	0.00
12/1/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/30/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/29/2017	153	0.00	0.03	0.01	0.00	0	0.00
11/28/2017	10	0.00	0.02	0.02	0.07	0	0.14
11/27/2017	0	0.00	0.01	0.00	0.00	2	0.00
11/26/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/25/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/24/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/23/2017	58	0.00	0.04	0.02	0.15	0	0.29
11/22/2017	31	0.00	0.01	0.01	0.01	0	0.00
11/21/2017	0	0.00	0.00	0.00	0.00	0	0.00
11/20/2017	0	0.00	0.00	0.00	0.00	0	0.00

Allocation and Harvest Totals (MT)

	Pacific Hake	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
2017 Allocation for Motherships	96,884	30.00	243.30	36.60	25.00	2,169	0.00
Total Catch YTD	66,379	4.49	66.03	7.75	5.92	728	4.27
Remaining	30,505	25.51	177.27	28.85	19.08	1,441	-4.27
Percentage Taken	68.5 %	15.0 %	27.1 %	21.2 %	23.7 %	33.5 %	0.0 %
Rate YTD	0	0.07	1.00	0.12	0.09	0	0.06

Allocation and Harvest By Seasonal Pool (MT)

	Pacific Hake	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
2017 Pool 1							
Allocation	11,600	5.63	45.68	6.87	4.69	407	0.00
Catch	11,417	0.76	8.58	0.77	2.48	18	0.93
Remaining	183	4.87	37.10	6.11	2.21	389	-0.93
Percentage Taken	98.4 %	13.6 %	18.8 %	11.2 %	52.9 %	4.4 %	0.0 %
2017 Pool 2							
Allocation	22,666	4.98	40.37	6.07	4.15	360	0.00
Catch	21,555	0.81	13.57	0.50	0.57	136	0.71
Remaining	1,111	4.17	26.80	5.58	3.58	224	-0.71
Percentage Taken	95.1 %	16.2 %	33.6 %	8.2 %	13.7 %	37.9 %	0.0 %
2017 Pool 3							
Allocation	14,168	4.39	35.58	5.35	3.66	317	0.00
Catch	11,385	1.52	11.27	4.28	1.45	120	0.45
Remaining	2,783	2.87	24.31	1.07	2.20	198	-0.45
Percentage Taken	80.4 %	34.6 %	31.7 %	79.9 %	39.7 %	37.7 %	0.0 %
2017 Pool 4							
Allocation	30,162	9.34	75.75	11.39	7.78	675	0.00
Catch	21,032	1.41	32.56	2.05	1.40	423	2.08
Remaining	9,130	7.93	43.19	9.34	6.39	252	-2.08
Percentage Taken	69.7 %	15.1 %	43.0 %	18.0 %	17.9 %	62.6 %	0.0 %
2017 Pool 5							
Allocation	18,289	5.66	54.80	6.91	4.72	409	0.00
Catch	989	0.00	0.04	0.16	0.03	31	0.10
Remaining	17,299	5.66	54.76	6.75	4.69	378	-0.10
Percentage Taken	5.4 %	0.0 %	0.1 %	2.3 %	0.5 %	7.6 %	0.0 %

Pro-rata Base Rates

	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon
100%	1.210	8.400	1.400	0.930	0.070
150%	1.815	12.600	2.100	1.395	0.105
200%	2.420	16.800	2.800	1.860	0.140

Vessel Rates YTD (KG/MT)

Harvesting Vessel	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
Arctic Fury	0.041	0.435	0.619	0.205	0.011	0.146
Lisa Melinda	0.066	1.534	0.036	0.049	0.013	0.052
Marathon	0.022	1.142	0.043	0.199	0	0.201
Mark I	0.033	0.492	0.314	0.193	0.011	0.117
Miss Berdie	0.009	0.471	0.033	0.005	0.016	0.102
Miss Sarah	0.029	0.803	0.1	0.031	0.005	0.011
Muir Milach	0.196	1.548	0.199	0.202	0.005	0.059
Nordic Star	0.172	0.49	0.03	0.101	0.008	0.035
Pacific Challenger	0.01	0.788	0.067	0.062	0.006	0.175
Perseverance	0.066	0.962	0.034	0.163	0.003	0.016
Sea Storm	0.021	2.748	0.186	0.046	0.029	0.033
Seadawn	0.032	0.708	0.045	0.027	0.009	0.04
Seeker	0.038	0.708	0.015	0.034	0.003	0.004
Traveler	0.054	0.452	0.073	0.08	0.024	0.046
Western Dawn	0.032	0.487	0.156	0.057	0.021	0.035

Fleet Rates YTD (KG/MT)

Processing Vessel	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
Arctic Storm	0.028	1.041	0.072	0.042	0.012	0.055
Excellence	0.01	0.37	0.206	0.932	0.008	1.698
Golden Alaska	0.016	1.056	0.048	0.112	0.001	0.136
Ocean Phoenix	0.042	0.492	0.32	0.124	0.017	0.049
Ocean Rover	0.146	1.181	0.089	0.118	0.009	0.048

Yellow indicates test i part 2 failure (move may be required if 3 day rate fails also)

Fleet Rates Last 3 Days (KG/MT)

Begin Date	End Date	Processing Vessel	Predominant Pool	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
------------	----------	-------------------	------------------	-----------------	----------------	------------------------	---------------------	----------------	-------------------

Yellow indicates test i failure, orange indicates test ii failure (either color indicates that a move is required)

Fleet Daily Rates (KG/MT)

Date	Processing Vessel	Predominant Pool	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
------	-------------------	------------------	-----------------	----------------	------------------------	---------------------	----------------	-------------------

Yellow indicates test iii failure (move required)

Platform Pro-rata Share (MT)

Processing Vessel	Pools	Canary PPRS	Canary Catch	Canary Remaining	Widow PPRS	Widow Catch	Widow Remaining	Dark Blotched PPRS	Dark Blotched Catch	Dark Blotched Remaining	POP PPRS	POP Catch	POP Remaining	Chinook PPRS	Chinook Catch	Chinook Remaining
Arctic Storm	5	1.023	0	1.023	9.899	0.044	9.855	1.248	0.158	1.09	0.853	0.025	0.827	73.963	30.986	42.978
Excellence	4	0	0.003	-0.003	0	0.093	-0.093	0	0.052	-0.052	0	0.235	-0.235	0	2	-2
Golden Alaska	1, 2	2.097	0.086	2.012	17.009	5.52	11.489	2.559	0.253	2.306	1.748	0.585	1.162	151.636	3	148.636
Ocean Phoenix	3, 4	6.46	0.459	6.001	52.393	5.381	47.012	7.882	3.498	4.384	5.384	1.351	4.032	467.077	183.889	283.188
Ocean Rover	4	3.534	1.173	2.361	28.662	12.637	16.025	4.312	0.494	3.817	2.945	0.255	2.69	255.519	175.011	80.508

Yellow indicates 80% of PPRS, red incates PPRS exceeded

Vessel Allocation and Catch YTD (MT)

Pool	Harvesting Vessel	Declared Processor	Most Recent Haul Date	Most Recent Haul Number	Pacific Hake Allocation	Pacific Hake Remaining	Pacific Hake	Canary Rockfish	Widow Rockfish	Dark Blotched Rockfish	Pacific Ocean Perch	Chinook Salmon	Rougheye Rockfish
1	Bay Islander	Golden Alaska			25	25	0	0	0	0	0	0	0
1	Lisa Melinda	Ocean Rover	9/21/2017	1180	1,445	0	1445	0.118	2.366	0.022	0.227	0	0.035
1	Marathon	Golden Alaska	5/25/2017	1126	1,277	158	1119	0.014	0.201	0.081	0.381	1	0.389
1	Muir Milach	Ocean Rover	9/21/2017	1182	1,806	0	1806	0.109	0.876	0.241	0.701	2	0.018
1	Nordic Star	Ocean Rover	9/22/2017	1187	1,926	0	1926	0.106	1.797	0.081	0.425	2	0.088
1	Pacific Challenger	Golden Alaska	11/9/2017	1477	1,769	0	1769	0.011	0.427	0.072	0.11	4	0.252
1	Perseverance	Arctic Storm	5/28/2017	44	859	0	859	0.138	0.654	0.072	0.366	0	0.037
1	Sea Storm		11/9/2017	1474	248	0	248	0	0	0.039	0.01	2	0
1	Seadawn	Arctic Storm	10/12/2017	1353	1,314	0	1314	0.111	1.296	0.15	0.178	7	0.098
1	Seeker	Arctic Storm	5/28/2017	43	931	0	931	0.156	0.963	0.007	0.083	0	0.017
2	Bay Islander	Golden Alaska			289	289	0	0	0	0	0	0	0
2	Lisa Melinda	Ocean Rover	9/24/2017	1194	2,837	0	2837	0.231	0.845	0.008	0.072	2	0.073
2	Marathon	Golden Alaska	6/5/2017	1183	1,781	822	959	0.031	2.172	0.007	0.032	0	0.029
2	Miss Berdie	Arctic Storm	10/15/2017	1370	2,671	0	2671	0.042	1.972	0.129	0.022	17	0.371
2	Muir Milach	Ocean Rover	9/22/2017	1189	2,059	0	2059	0.196	0.306	0.027	0.147	0	0.014
2	Nordic Star	Ocean Rover	9/24/2017	1195	2,059	0	2059	0.089	0.261	0.008	0.126	2	0.026

2	Pacific Challenger	Golden Alaska	11/9/2017	1477	1,633	0	1633	0.029	2.72	0.096	0.065	0	0.042
2	Perseverance	Arctic Storm	6/9/2017	116	1,395	0	1395	0.012	1.509	0.005	0.002	6	0
2	Sea Storm	Arctic Storm	9/19/2017	1231	45	0	45	0	0	0	0	74	0
2	Seadawn	Arctic Storm	10/15/2017	1371	4,431	0	4431	0.166	1.639	0.157	0.038	22	0.158
2	Seeker	Arctic Storm	7/2/2017	229	3,466	0	3466	0.013	2.149	0.058	0.066	13	0
3	Arctic Fury	Ocean Phoenix	11/11/2017	1486	3,021	0	3021	0.132	1.372	1.926	0.58	31	0.199
3	Mark I	Ocean Phoenix	10/24/2017	1801	2,478	0	2478	0.065	1.313	0.837	0.041	9	0.112
3	Muir Milach	Ocean Rover	10/4/2017	1239	1,113	0	1113	1.116	6.323	1.029	0.594	0	0.007
3	Pegasus	Ocean Phoenix			2,783	2,783	0	0	0	0	0	0	0
3	Traveler	Ocean Phoenix	10/24/2017	1800	1,923	0	1923	0.118	0.952	0.092	0.139	17	0.026
3	Western Dawn	Ocean Phoenix	10/30/2017	1836	2,850	0	2850	0.085	1.313	0.394	0.096	62	0.105
4	Arctic Fury	Excellence	11/23/2017	3	887	683	204	0	0.03	0.069	0.081	4	0.272
4	Lisa Melinda	Ocean Rover	10/28/2017	1346	2,828	210	2618	0.104	7.375	0.218	0.039	85	0.251
4	Mark I	Excellence	11/29/2017	9	1,922	1,218	704	0.039	0.253	0.161	0.572	27	0.261
4	Miss Berdie	Arctic Storm	10/24/2017	1423	1,002	0	1002	0	0.079	0.011	0	27	0.01
4	Miss Sarah	Arctic Storm	10/5/2017	1342	2,178	207	1971	0.057	1.582	0.197	0.06	9	0.021
4	Muir Milach	Ocean Rover	10/28/2017	1344	3,514	1,250	2263	0	3.709	0.144	0.024	36	0.386
4	Nordic Star	Ocean Rover	10/28/2017	1345	5,072	1,690	3382	1.069	1.553	0.132	0.192	54	0.143
4	Pacific Challenger		11/18/2017	1505	1,339	731	608	0	0.012	0.102	0.076	22	0.407
4	Sea Storm	Arctic Storm	11/11/2017	1488	4,769	0	4769	0.113	14.494	0.787	0.207	73	0.148
4	Seadawn	Arctic Storm	10/30/2017	1462	2,991	59	2932	0.001	3.211	0.079	0.02	46	0.092
4	Traveler	Ocean Phoenix	10/30/2017	1845	1,366	922	445	0.011	0.119	0.08	0.05	40	0.083
4	Western Dawn	Ocean Phoenix	10/30/2017	1844	2,294	2,160	134	0.012	0.14	0.072	0.075	0	0
5	Arctic Fury	Excellence			825	825	0	0	0	0	0	0	0
5	Leslie Lee	Ocean Phoenix			3,985	3,985	0	0	0	0	0	0	0
5	Lisa Melinda	Ocean Rover			1,636	1,636	0	0	0	0	0	0	0
5	Marathon	Golden Alaska			1,523	1,523	0	0	0	0	0	0	0
5	Mark I	Excellence			557	557	0	0	0	0	0	0	0
5	Miss Berdie	Arctic Storm	10/30/2017	1464	1,058	282	776	0	0.043	0.005	0.002	27	0.075
5	Pacific Challenger	Arctic Storm			563	563	0	0	0	0	0	0	0
5	Pegasus	Ocean Phoenix			2,437	2,437	0	0	0	0	0	0	0
5	Raven	Ocean Phoenix			2,909	2,909	0	0	0	0	0	0	0
5	Sea Storm	Arctic Storm	11/18/2017	1503	1,684	1,470	213	0	0.001	0.153	0.023	4	0.027
5	Traveler	Ocean Phoenix			557	557	0	0	0	0	0	0	0
5	Western Dawn	Ocean Phoenix			557	557	0	0	0	0	0	0	0

Hauls Partially or Completely Unassignable to a Pool

Harvesting Vessel	Processing Vessel	Haul Date	Haul Number	Haul Pacific Hake (MT)	Assigned Pacific Hake (MT)	Unassigned Pacific Hake (MT)
-------------------	-------------------	-----------	-------------	------------------------	----------------------------	------------------------------

**WHITING MOTHERSHIP COOPERATIVE
THIRD AMENDED AND RESTATED MEMBERSHIP AGREEMENT**

This THIRD AMENDED AND RESTATED MEMBERSHIP AGREEMENT ("Agreement") is entered into as of _____, 2014 by and among the entities listed on Exhibit A hereto and any other members admitted pursuant to this Agreement (together, the "Members") and WHITING MOTHERSHIP COOPERATIVE, a Washington Fish Marketing Act nonprofit corporation (the "Cooperative").

RECITALS

A. Amendment 20 to the Pacific Coast Groundfish Fishery Management Plan ("Amendment 20") adopts a cooperative-based rationalization system for the mothership sector of the Pacific whiting fishery.

B. The Members have formed a fishery cooperative that qualifies to receive annual mothership whiting allocations under the regulations implementing Amendment 20.

C. The Members have executed that certain Membership Agreement dated as of March 8, 2011 (the "Membership Agreement"), that certain Amended and Restated Membership Agreement dated as of March 1, 2012 and the Second Amended and Restated Membership Agreement dated March 1, 2013. The Members wish to further amend and restate the Membership Agreement to address issues identified during the Cooperative's 2013 fishing year.

Now, therefore, the parties agree as follows:

1. Cooperative Membership and Assignment of Whiting Catch History. To be qualified to join the Cooperative, a person must own a Pacific Coast trawl limited entry groundfish permit with a "catcher vessel mothership" or "MS/CV" endorsement, and such person must not have incurred legal sanctions that prevent that person from fishing groundfish in the region under Pacific Fishery Management Council (the "Council") jurisdiction. Upon being admitted to the Cooperative, and for so long as each Member remains a Member, each Member shall assign all of the mothership sector Pacific whiting catch history assignment for at least one of such Member's MS/CV permits to the Cooperative. Each such permit is hereafter referred to as an "Assigned Permit." Each Member acknowledges that upon such assignment, all mothership sector whiting catch history assignment related to an Assigned Permit remains with the

Cooperative for the calendar year of such assignment, unless otherwise provided herein. A schedule that identifies the Members and their respective Assigned Permit(s), that specifies each Member's percentage share of the Cooperative's annual allocation, and that identifies all of the vessels that will harvest under the Cooperative's annual allocation shall be prepared annually by the Cooperative's Manager (as defined in Section 8, below) on or before April 15, and when approved by the Cooperative's Board of Directors, shall be incorporated by reference as Exhibit B (such schedule being referred to hereafter as the "Harvest Schedule").

2. Cooperative Permit and Allocation. Unless and until it is terminated in accordance with Section 7.a, below, the Cooperative shall apply each year for a Pacific whiting fishery mothership sector cooperative permit (the "Cooperative Permit") and a related allocation of whiting.

3. Harvest Shares. Subject to the terms and conditions of the regulations implementing Amendment 20, this Membership Agreement, the Articles of Incorporation and the Bylaws of the Cooperative (as the same may be amended from time to time) and applicable restrictions under U.S. antitrust law, each Member shall have the right to harvest the annual percentage of the Cooperative's annual allocation of Pacific whiting assigned to such Member on the Cooperative Harvest Schedule for that year, and to transfer some or all of such percentage to any person eligible to receive it.

a. Pacific Whiting. Each Member's annual Harvest Schedule percentage for Pacific whiting shall be proportionate to the contribution to the Cooperative's initial allocation for such species made by the National Marine Fisheries Service ("NMFS") on the basis of the whiting catch history assigned to the Cooperative by such Member. Any additional Pacific whiting allocations NMFS may make to the Cooperative during the course of an annual season shall be distributed to the Members pro rata, according to their initial Pacific whiting Harvest Schedule percentages.

b. Non-Whiting Species, Set-Asides and Prohibited Species Management. The Members acknowledge that their mothership sector harvest of all species other than Pacific whiting, including but not limited to non-whiting allocated species such as Canary, Darkblotched, Pacific Ocean Perch and Widow rockfish, non-whiting "set-aside" species such as sablefish, and "prohibited species" such as salmon and halibut (together, the "Non-Whiting Species") will be managed by NMFS through set-asides and fishery management measures taken during the course of each fishing season, as NMFS determines appropriate. Subject to the provisions of Section 11, below, the Cooperative's Board of Directors shall have the authority to adopt such rules

concerning the management and harvest of Non-Whiting Species by vessels harvesting the Cooperative's Pacific whiting allocation as the Cooperative's Board of Directors deems appropriate from time to time. The current rules concerning management and harvest of Non-Whiting Species are set forth in Section 11 and on Exhibit C (the "2014 Whiting Bycatch Agreement").

c. Management Measures. Each Member's mothership sector harvest activities shall be subject to all management measures generally applicable to the mothership sector of the Pacific whiting fishery. Unless a Member receives a transfer or permission from the Cooperative's Board of Directors otherwise, each Member shall be restricted to harvesting such Member's allocation accordingly. Member permit owners that have incurred legal sanctions that prevent them from fishing for groundfish in the Council region are prohibited from fishing in the Cooperative.

d. Vessel Use. To the extent permitted under the regulations implementing Amendment 20 and subject to the provisions of Section 11, below, the Members may arrange to have the allocations and apportionments they receive under this Agreement harvested by any eligible vessel or combination of eligible vessels, provided that if the operator(s) of such vessel(s) are not Members, the eligibility of such vessel(s) to do so shall be conditioned on their owner(s) agreeing in writing to assume all of the obligations of a Member under this Agreement. Such assumption shall not relieve the related Member of its obligations under this Agreement.

e. Pacific Whiting Allocation Transfers. To the extent permitted under the regulations implementing Amendment 20, each Member shall have the right to transfer some or all of the Pacific whiting allocation such Member receives under this Agreement to one or more other Members on any terms such Members may agree upon. Each Member transferring an allocation shall notify the Cooperative's Monitoring Agent (as defined in Section 4, below) and Manager (as defined in Section 8, below) of the transfer as of its effective date.

4. Catch Monitoring. To enable each Member and the Cooperative to monitor other Members' compliance with the regulations implementing Amendment 20 and this Agreement, each Member hereby agrees to cause each vessel harvesting any of its allocations under this Agreement to carry the number and type of NMFS-certified observers required by law aboard each of such vessels, and cause the operator(s) of such vessels to report each vessel's catch on a delivery-by-delivery basis to the Cooperative's quota harvest monitoring service (the "Monitoring Agent"). Each Member hereby authorizes NMFS to release directly to the Monitoring Agent all NMFS observer data and

Vessel Monitoring System (“VMS”) data related to Pacific whiting mothership sector operations of the vessels such Member owns or operates. Further, each Member agrees to obtain, and to provide to NMFS, such releases from any vessels owned or operated by non-Members that harvest any of such Member’s allocations under this Agreement. Each Member agrees that absent manifest error, the catch data produced for the Cooperative by the Monitoring Agent shall be presumed accurate, and that each Member’s obligations under this Agreement and all related documents may be enforced to their fullest extent on the basis of such data.

5. Allocation and Management Measure Enforcement. Each Member acknowledges and agrees that the benefits associated with the Members’ mutual harvest agreement will only accrue to the Members if each of them strictly complies with the Harvest Schedule percentages and Non-Whiting Species management and harvest rules set forth in this Agreement, set forth in the Whiting Bycatch Agreement, and that the Cooperative’s Board of Directors may adopt from time to time. Further, each Member acknowledges that all other Members will be taking certain significant operational and financial actions in reliance on this Agreement, and that a breach of this Agreement by any Member would have significant adverse consequences. Therefore, to facilitate enforcement of this Agreement, each Member agrees to the procedure set forth in this Section 5.

a. Restrictions on Fishing Activity. The Members acknowledge and agree that one or more Members exceeding their Harvest Schedule allocations or violating the Cooperative’s Non-Whiting Species management and harvest rules could subject the Cooperative and its other Members to joint and several liability to NMFS for fishing violations. The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will comply with a “stop fishing” order from the Cooperative, and each of the Members further agrees that if any Member fails to comply with such order, the Cooperative shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

b. Overharvest Forfeiture. In the event the Board of Directors determines that a vessel operator or vessel operators harvesting a Member’s Pacific whiting allocation unintentionally exceeded that Member’s Harvest Share percentage (as adjusted by transfers made in accordance with this Agreement), such Member shall be liable for an amount equal to the Unintentional Forfeiture Amount (as defined in Section 5.d, below) multiplied by the number of metric tons by which such harvest exceeded that Member’s

allocation or apportionment. In the event that the Board of Directors determines that a vessel operator or vessel operators harvesting a Member's Pacific whiting allocation intentionally exceeded that Member's Harvest Share percentage (as adjusted by transfers made in accordance with this Agreement), as the result of failing to comply with a "stop fishing" order or otherwise, such Member shall be liable for an amount equal to the Intentional Forfeiture Amount (as defined in Section 5.d, below) multiplied by the number of metric tons by which such harvest exceeded that Member's allocation or apportionment.

c. Failure to Comply with Bycatch Management Measures. In the event that a vessel harvesting a Member's Pacific whiting allocation under this Agreement fails to comply with a fishery management measure specified in Section 11 of this Agreement, as amended from time to time, or in the Whiting Bycatch Agreement, as amended from time to time, such Member shall be liable for an amount determined by the Cooperative's Board of Directors in its sole discretion, which shall not exceed the Management Measure Liquidated Damages amount (as defined below) multiplied by the number of instances of non-compliance.

d. Forfeiture Amounts and Liquidated Damages. The initial forfeiture amount for an unintentional overharvest of an unprocessed metric ton of Pacific whiting shall be equal to one hundred fifty percent (150%) of the ex-vessel value of a metric ton of Pacific whiting (the "Unintentional Forfeiture Amount"). The initial forfeiture amount for an intentional overharvest of an unprocessed metric ton of Pacific whiting shall be equal to three hundred percent (300%) of the ex-vessel value of a metric ton of Pacific whiting (the "Intentional Forfeiture Amount"). The initial liquidated damages amount for a violation of fishery management measures specified in Section 11 of this Agreement, as amended from time to time, and in the Whiting Bycatch Agreement, as amended from time to time (the "Management Measure Liquidated Damages") shall be Two Thousand Five Hundred Dollars (\$2,500). The Cooperative's Board of Directors may adjust the Unintentional Forfeiture Amount, the Intentional Forfeiture Amount and the Management Measure Liquidated Damages as the Board of Directors deems appropriate, including during a fishing year.

e. Voluntary Compliance. The Members and the Cooperative agree that upon the Cooperative's Board of Directors determining that a Member's allocation has been overharvested or a vessel has failed to comply with management measures in effect under this Agreement or the Whiting Bycatch Agreement, the Cooperative shall not enforce its rights to collect against the party liable for the related forfeiture amount or liquidated damages without first providing the liable party with fifteen (15) days advance notice of

its intent to exercise its rights of collection, during which period the liable party may request reconsideration of the enforcement action or (if applicable) may obtain an amount of mothership sector Pacific whiting to cover the overharvest. The Board of Directors may grant or deny any request for reconsideration in their sole discretion. Notwithstanding the 15 day grace period provided under this Section, any amount assessed that is not paid or for which the payment obligation is not otherwise satisfied within thirty (30) days of assessment shall accrue interest at the rate of twelve percent (12%) per annum until paid.

f. Enforcement Procedure. The Monitoring Agent shall monitor the fishing activities of all vessels harvesting Member allocations, and shall promptly report all apparent violations of this Agreement or the Whiting Bycatch Agreement to the Cooperative's Board of Directors. In addition, any Member or any master of any vessel harvesting a Member's Pacific whiting allocation may report any suspected violation of this Agreement. Upon receiving notice of an apparent violation, the Board of Directors shall notify the party who allegedly violated this Agreement or the Whiting Bycatch Agreement, and in all cases other than those in connection with which the Board of Directors elects to pursue specific performance or injunctive relief, the Board of Directors shall provide such party with not less than sixty (60) days to respond before taking action. Following the expiration of such 60 day period, the Board of Directors shall take action in connection with the apparent violation, and provide a report of the action taken and a copy of the record supporting that action to the party who is the subject of the Board of Director's action and to each Member. For purposes of this Section 5, state and federal landing reports, observer data, VMS tracking data, vessel log books and plotter data and Cooperative catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate and sufficient for determining whether a vessel breached this Agreement or the Whiting Bycatch Agreement, absent a clear and compelling demonstration of manifest error. Further, each Member agrees to take all actions and execute all documents necessary or convenient to give effect to the enforcement procedure contemplated under this Section 5.

g. Distribution of Proceeds and Damages. The amount of all overharvest forfeitures to the Cooperative in excess of the costs of enforcement shall be promptly distributed pro-rata among the Members who harvested less than their allocation or apportionment of the relevant species, with each such party receiving a fraction of such funds the numerator of which is the amount by which such party's catch or opportunity to harvest the relevant species was less than such party's allocation or apportionment, and the denominator of which is the sum of all parties' catch or opportunity losses. All Management Measure Liquidated Damages shall be paid to the Cooperative and

shall be expended as the Board of Directors determines appropriate in its sole discretion.

6. Assigned Permit Transfer Restrictions. Each Member acknowledges that the other Members will make investments in reliance on this Agreement, and that a breach of this Agreement during its term by any of them may cause the remaining Members to suffer substantial adverse economic consequences. Therefore, each Member agrees that so long as it is bound by this Agreement, no Member shall have the authority to sell, charter or transfer operating authority over an Assigned Permit to a party not bound by this Agreement, regardless of whether such transfer is temporary or permanent, and regardless of whether such transfer is effected as part of a vessel sale or otherwise, unless the proposed transferee first assumes all of the transferring Member's obligations under this Agreement with regard to the rights transferred, in which case the transferee shall be admitted as a Cooperative Member and the transferor shall be released from Cooperative membership obligations as of the date of the transferee Member's admission. Such obligations include but are not limited to compliance with processor commitment obligations pursuant to Section 10 and responsible fishing practices pursuant to Section 11. Any attempted or purported transfer of an Assigned Permit other than in compliance with this Section shall be void.

7. Term, Termination and Withdrawal.

a. Term and Termination. This Agreement shall take effect as of its execution by the Cooperative's Members. This Agreement shall remain in effect until terminated. This Agreement shall be terminated upon eighty percent (80%) of the Members voting to terminate this Agreement at a duly called, properly noticed membership meeting, provided that notwithstanding the date of such vote, termination shall not be effective until midnight on December 31 of the year during which such vote occurs, and this Agreement shall remain in effect until such date.

b. Withdrawal. No Member may withdraw from the Cooperative other than in accordance with this Section 7. A Member may withdraw from the Cooperative by providing written notice to that effect to all other Members on or before November 1 (the "Withdrawal Notice Date"). A Member that fails to provide such notice by the Withdrawal Notice Date shall be deemed to have automatically renewed its Cooperative membership for the following year, and all other Members shall be entitled to act in reliance on such renewal accordingly. If any Member provides a membership termination notice by the Withdrawal Notice Date, each of the other Members shall have thirty (30) days from the date they receive such notice to terminate their membership as

well, notwithstanding the Withdrawal Notice Date deadline. If a Member provides timely written notice of withdrawal, such Member's Cooperative membership shall terminate as of midnight on December 31 of the year during which withdrawal notice was given. Termination of membership shall not relieve a person or entity of any obligations under this Agreement related to the period during which such person or entity was a Member, including but not limited to liquidated damages obligations for breach of this Agreement and indemnification obligations related to such person or entity's actions as a Member.

8. Cooperative Manager. The Members agree to cause the Cooperative to retain a manager who shall: (i) serve as the contact person for NMFS, the Council and other Pacific whiting mothership sector cooperatives; (ii) be responsible for the annual distribution of catch and bycatch allocations among the Members; (iii) oversee reassignment of catch allocations within the Cooperative; (iv) oversee inter-cooperative catch allocation reassignments; (v) prepare and submit the annual reports that the Cooperative is required to file with the Council and NMFS, pursuant to Section 9, below; (vi) be authorized to receive and respond to any legal process in which the Cooperative is involved; and (vii) notify NMFS if the Cooperative is dissolved.

9. Annual Cooperative Report. The Cooperative's Manager shall annually prepare a report that describes the Cooperative's catch, bycatch, inseason catch history reassignments and all other significant activities undertaken by the Cooperative during the prior year. The Manager shall file the report with the Council and NMFS prior to the deadline for such filing adopted by the Council and NMFS from time to time.

10. Processor Obligation Declaration. By September 1, 2013, each Member notified the owner of a mothership permit ("MS Permit") of such Member's intent to obligate the Pacific whiting catch history assignment of its Assigned Permits to that MS Permit for the 2014 fishing year. Additionally, each Member agrees that the processor obligation of each Assigned Permit's catch history assignment for each fishing year shall serve as notification to the related MS Permit holder prior to September 1 of that fishing year of the Member's intent to obligate that catch history assignment in the upcoming year to the same MS Permit, which obligation may be rescinded. If a Member elects to rescind a processor obligation, the Member shall so notify the owner of the MS Permit to which its Assigned Permit's catch history assignment is obligated in writing on or before November 1 of the year prior to the year in which such rescission is to take effect, and shall provide a written obligation of the catch history assignment(s) of its Assigned Permit(s) to a MS permit on or before December 15 of the year during which the rescission notice is given. If a MS Permit to which

an Assigned Permit's catch history assignment is obligated is not issued for the year during which such obligation is to be in effect, the obligation shall be deemed to be rescinded, and the owner of the affected Assigned Permit(s) shall have the right to obligate the related catch history assignment to a different MS Permit. Each Member shall provide a copy of every processor obligation and every notice rescinding a processor obligation to the Cooperative's Manager.

NOTE - Section 11 has been superseded by the 4th Addendum (Exhibit 4)

11. Responsible Fishing Practices. The Members acknowledge that an objective of the Cooperative is to reduce the incidental catch of Non-Whiting Species. The Members further acknowledge that fishing practices can affect the rates and amounts of incidental catch of Non-Whiting Species. The Members therefore agree to exercise all reasonable efforts to conduct their fishing practices in a manner that reduces their incidental catch of Non-Whiting Species to the lowest commercially reasonable levels, through the methods and means adopted by the Cooperative's Board of Directors from time to time in accordance with the terms of this Section 11. Such methods and means may include time and area closures, using or not using specific types of gear in specific areas or during specific times, and requiring Members to participate in overfished species risk pools that provide appropriate incentives and disincentives.

a. Initial Management Measures. Notwithstanding the foregoing, the Members hereby adopt the following initial restrictions on their fishing activity, which may be modified by the Cooperative's Board of Directors from time to time, provided that no such modification to the provisions of subsections (i) through (viii), below, shall take effect until the immediately following February 15. Notwithstanding the foregoing, amendments to the Whiting Bycatch Agreement shall take effect as of the effective date of such amendments.

i. Each Member shall sign, be bound by the terms and conditions of, and exercise all commercially reasonable efforts to comply with the Whiting Bycatch Agreement, as amended and renewed from time to time. In addition, each Member shall cause the owner and operator of each vessel harvesting any of such Member's Pacific whiting allocation to do so.

ii. Each Member agrees that the Cooperative's mothership sector Pacific whiting allocation shall be divided into four seasonal pools. The first pool shall be available for harvest on May 15; the second pool shall be available for harvest on July 1; the third pool shall be available for harvest on September 15; and the fourth seasonal pool shall be available for harvest on October 15.

iii. Each seasonal pool shall be constituted by Member election. Each Member shall be entitled to apportion their Harvest Share among the seasonal pools in each Member's sole discretion. Not less than fifteen (15) days prior to the start date for each seasonal pool, each Member shall notify the Manager in writing regarding the amount of such Member's initial Pacific whiting allocation to be apportioned to such seasonal pool, shall identify the vessel or vessels that will harvest such Member's Harvest Share from such seasonal pool, and shall state the amount of tonnage to be harvested by each such vessel from such pool.

iv. Upon the Manager having received the Members' pool apportionment notices, the Manager shall apportion the Non-Whiting Species set-asides and allocations established pursuant to Section 3.b, above, to the seasonal pools, pro rata according to the proportion of Pacific whiting tonnage that the Members have declared their intention to harvest from such seasonal pool. Such Non-Whiting Species set-asides and allocations shall be managed as a common pool resource available to the vessels harvesting the Members' Pacific whiting allocations from such seasonal pool, under the terms and conditions of this Section 11, as amended from time to time, the Whiting Bycatch Agreement as amended from time to time, and such additional management measures that the Cooperative's Board of Directors adopts from time to time.

v. The Manager shall apportion any Pacific whiting allocations the Cooperative may receive in addition to its initial allocation (including, but not limited to, any rollovers of tribal Pacific whiting allocations) among the seasonal pools pro rata, according to the proportion of initial Pacific whiting tonnage that the Members have declared their intention to harvest from such seasonal pool.

vi. As of the earlier of (i) the total amount of Pacific whiting Harvest Share allocated to a seasonal pool being harvested, or (ii) the aggregate amount of one or more Non-Whiting Species apportioned to that seasonal pool being caught, the Manager shall close such seasonal pool, and all harvesting from that pool shall cease. If a seasonal pool is closed because the total amount of Pacific whiting allocated to that seasonal pool has been harvested, all vessels that harvested Pacific whiting from that pool shall be eligible to harvest Pacific whiting from subsequent seasonal pools during the same fishing year. If a seasonal pool closes because the aggregate amount of one or more Non-Whiting Species apportioned to the seasonal pool has been harvested, the Manager shall evaluate each participating vessel's catch amounts of each Non-Whiting Species apportionment that was fully harvested from that seasonal pool. Subject to the provisions of subsection 11.vi.A, below, if the

amount of the Non-Whiting Species harvested by a vessel participating in the pool that was fully harvested from that seasonal pool exceeds one hundred and twenty five percent (125%) of the amount of such Non-Whiting Species initially allocated to the pool on the basis of the Pacific whiting tonnage assigned to the pool for harvesting by that vessel, as reduced by Non-Whiting Species amounts associated with Pacific whiting that was subsequently transferred to other pool vessels for harvesting, and as increased by the Non-Whiting Species amounts associated with Pacific whiting subsequently transferred to and harvested by that vessel, then such vessel shall not be eligible to harvest any Pacific whiting transferred from a closed pool to a subsequent pool, and shall not be eligible to harvest any Pacific whiting Harvest Share apportioned to a subsequent seasonal pool other than that assigned to such vessel at the time of initial Member election pursuant to Section 11(a)(iii), above, unless and until all other vessels operating in compliance with such 125% performance standard have ceased harvesting Pacific whiting for the year or there is Non-Whiting Species catch available in sufficient amount to support its fishing activity, as determined by the Cooperative's Board of Directors in its sole discretion.

A. If a seasonal pool is closed because the aggregate amount of one or more Non-Whiting Species apportioned to the seasonal pool has been harvested, and one or more vessels are declared ineligible to harvest under Section 11.a.vi, above, as a result, the Manager shall thereafter monitor the quotients of the remaining amount of each Non-Whiting Species divided by the remaining amount of Pacific whiting on an ongoing basis. If at any time the Manager determines that quotient for every Non-Whiting Species is greater than one hundred fifty percent (150%) of the quotient of the initial amount of such Non-Whiting Species available to the Cooperative divided by the initial amount of Pacific whiting available to the Cooperative, the Manager shall evaluate the amount of each Non-Whiting Species that was the basis for pool closure caught by each vessel that has been declared ineligible to fish under subsection 11.a.vi. If the amount of any such Non-Whiting Species harvested by any such vessel does not exceed two hundred percent (200%) of the amount of such Non-Whiting Species initially allocated to such pool on the basis of the Pacific whiting tonnage assigned to such seasonal pool for harvesting by that vessel, as reduced by Non-Whiting Species amounts associated with Pacific whiting that was subsequently transferred to other pool vessels for harvesting, and as increased by the Non-Whiting Species amounts associated with Pacific whiting subsequently transferred to and harvested by that vessel, then, subject to the vessel continuing to meet the cumulative Non-Whiting Species catch limit set forth below, that vessel shall be eligible to harvest Pacific whiting transferred from a closed pool to a subsequent pool, and shall be eligible to harvest Pacific whiting Harvest Share apportioned to a subsequent seasonal pool in addition to that assigned to such vessel at the time of initial Member election pursuant to

Section 11(a)(iii). Notwithstanding the foregoing, if at any time the cumulative amount of any Non-Whiting Species subsequently harvested by a vessel fishing under this subsection is such that the quotient of Non-Whiting Species harvested by the vessel, divided by Pacific whiting harvested by the vessel exceeds the quotient of the remaining amount of such Non-Whiting Species divided by the Cooperative's remaining unharvested Pacific whiting as of the time that the Manager determined that the Cooperative's Non-Whiting Species quotients met the 150% test applied under this subsection, such vessel shall cease to be eligible to continue fishing under this exemption, and shall stop fishing unless there is Non-Whiting Species catch available in sufficient amount to support its fishing activity, as determined by the Cooperative's Board of Directors in its sole discretion.

vii. Any Non-Whiting Species set-asides or allocations that are not used before a seasonal pool subsequent to the seasonal pool to which they are apportioned opens shall be available for harvest by vessels participating in subsequent seasonal pools on a species by species basis, when the respective Non-Whiting Species set-aside or allocation originally made to such subsequent seasonal pool is exhausted. In the event that a Member's Pacific whiting Harvest Share tonnage is not fully harvested during a seasonal pool to which it was allocated, such Member may harvest its remaining Harvest Share or have its remaining Harvest Share harvested during the subsequent seasonal pool on the condition that the vessel(s) harvesting such Member's Harvest Share during the prior seasonal period are eligible to harvest in the subsequent pool under subsection 11.a.vi or 11.a.vi.A, above.

viii. For purposes of Sections 11(a)vi and 11(a)vii, above, "subsequent seasonal pool" shall mean the next seasonal pool in calendar order that has quota assigned to it and is open for harvest. If none of the remaining seasonal pools satisfy both of those criteria, then the "subsequent seasonal pool" shall be the first seasonal pool, if it does so, and the next pool following the first seasonal pool that does so, if the first seasonal pool does not.

b. Fishing. For purposes of this Agreement, "fishing" shall mean all activity of a vessel between the time of initial gear deployment and final gear retrieval. For purposes of this Section 11, "gear deployment" and "gear retrieval" shall have the meanings given them in 50 C.F.R. 679.2 or its successor, as the same may be amended from time to time. Initial gear deployment shall mean setting trawl gear with an empty codend, and final gear retrieval shall mean retrieving trawl gear to either pull a codend aboard the vessel or to deliver the codend to another vessel. Notwithstanding the definitions of fishing, gear deployment and gear retrieval set forth in this Section, each Member shall have

an independent obligation to comply with all applicable regulations covering such activities, as they are defined in such regulations.

12. Inter-Cooperative Transfers. No Member may cause the Cooperative to transfer any portion of its annual mothership Pacific whiting allocation other than in strict compliance with this Section 12. The Cooperative's Board of Directors shall establish the conditions to and procedure for inter-cooperative transfers as the Board of Directors deems appropriate. The Manager shall be responsible for monitoring Member compliance with such conditions and procedures, and no inter-cooperative transfer shall take effect unless and until it has been approved by the Manager.

13. Election of Remedies and Attorneys' Fees.

a. Damages in any way related to the performance or breach of obligations under this Agreement shall be limited to liquidated damages calculated in accordance with Section 5.b., above, and all costs, fees and expenses, including attorneys' fees, for which a party is entitled to reimbursement under this Agreement. Damages in any way related to the performance or breach of obligations under the Non-Whiting Species management and harvest rules set forth in Section 11 of this Agreement (as amended from time to time), set forth in the Whiting Bycatch Agreement (as amended from time to time) and that the Board of Directors may adopt from time to time shall be limited to the liquidated damages amounts established by the Board of Directors in compliance with this Agreement or as otherwise provided in the Whiting Bycatch Agreement, as levied in connection with the failure to comply. Each Member and the Cooperative hereby waive any claims to actual, direct, indirect or consequential damages in connection with any performance or breach of obligations under this Agreement and the Whiting Bycatch Agreement, and instead each of them agrees that payment of liquidated damages calculated and levied in accordance with this Agreement or the Whiting Bycatch Agreement shall be their sole damages.

b. Limitation of Remedies. As a substitute for the actual, direct, indirect and consequential monetary damages waived and released under this Agreement, the Members hereby limit their remedies for breach to the following:

i. Specific Performance. The Cooperative, the Members, the Manager and the Monitoring Agent shall individually and collectively have the right to demand and receive immediate specific performance of each and every obligation that each Member has under this Agreement.

ii. Injunctive Relief. If a Member is in breach of any obligation whatsoever he, she or it may have under this Agreement, and if such Member in breach fails to immediately comply with each and every obligation it has under this Agreement upon receiving a written demand to that effect from the Manager, the Monitoring Agent, the Cooperative or one or more Members, the Manager, the Monitoring Agent, the Cooperative and each Member shall individually and collectively have the right to seek and obtain injunctive relief requiring the Member in breach to immediately and fully comply with each and every obligation it has under this Agreement.

c. Indemnification Against All Governmental Fines, Penalties and Forfeitures. Notwithstanding any provision of this Agreement to the contrary, each Member that breaches this Agreement shall indemnify, defend and hold the Manager, the Monitoring Agent, the Cooperative and each of the other Members harmless from and against all claims, liabilities, fines, penalties, forfeitures and fees of any nature and amount whatsoever asserted or obtained by NMFS, the U.S. Department of Justice or any other governmental agency with jurisdiction over the Pacific whiting fishery in connection with the Cooperative's or a Member's breach of this Agreement. This indemnification, defense and hold harmless shall extend to all attorneys' fees and all other costs and fees of any nature or amount whatsoever incurred in relation to such action, regardless of whether such cost is deemed reasonable in nature or amount.

d. Reimbursement of Fees and Costs. In connection with any legal proceeding related to this Agreement other than governmental proceedings addressed in Section 13(c), above, the non-prevailing party shall pay the prevailing party's reasonable costs and fees associated with the proceeding. For purposes of this Agreement, "legal proceedings" shall include arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom. For purposes of this Agreement, "costs and fees" shall include all attorneys' fees, arbitration costs, court costs, costs of bonds or other financial security posted or pledged in connection with such action, expert witness costs, costs of receivers or special masters, and each and every other cost or fee of any nature or amount whatsoever incurred in connection with such action.

14. Release and Waiver of All Claims Against Manager and Monitoring Agent; Indemnification and Hold Harmless. The parties acknowledge that the effectiveness of this Agreement depends to a significant extent on the Manager and Monitoring Agent exercising their independent responsibility and judgment in fulfilling its terms. The parties further acknowledge that if the Manager or the Monitoring Agent were potentially liable for simple negligence in connection with such actions, the Manager and/or the

Monitoring Agent would not accept the responsibilities they assume under this Agreement. It is therefore in the parties' interest to reduce the Manager's and the Monitoring Agent's potential liability under this Agreement. Therefore, the Cooperative and each of the Members hereby waive and release any and all claims against Manager and Monitoring Agent in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Manager and/or Monitoring Agent. Further, the Cooperative and each Member jointly and severally agree to indemnify, defend and hold the Manager and the Monitoring Agent harmless against any third party claims asserted against the Manager or the Monitoring Agent in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Manager or Monitoring Agent.

15. Miscellaneous.

a. This Agreement contains the entire understanding of the parties as to the matters addressed herein, and supersedes all prior agreements related to the same, including but not limited to the Membership Agreement. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The Members agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing Amendment 20.

b. Each Member hereby represents and warrants that: (i) it is duly organized, validly existing and in good standing; and (ii) it has all authority, corporate and otherwise, to enter into this Agreement on its own behalf and on behalf of all other owners of each of his, her or its Assigned Permits, and that this Agreement constitutes a valid, binding obligation of all such owners, enforceable against such permits and all such owners according to its terms.

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

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

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

f. All notices required to be given under this Agreement shall be deemed given when transmitted to the recipient by email or telefacsimile transmission, or when deposited in certified first class U.S. mail, postage prepaid, with the correct address. All notices required to be given to Cooperative Directors or Members under this Agreement shall be addressed to such Directors or Members at their record addresses as maintained by the Cooperative.

The address of the Cooperative is as follows:

Whiting Mothership Cooperative
4005 20th Avenue West, Suite 116
Seattle, WA 98199

The addresses of the Members are listed on Exhibit A attached hereto. The parties may from time to time change their address for notice purposes by written notice to the Cooperative, and Exhibit A shall be updated accordingly.

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

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

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

j. Each Member agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Other than disputes in connection with which the Cooperative or its Members seek an injunction, a restraining order or some other form of equitable relief, all disputes not resolved through direct negotiation shall be submitted to binding arbitration in Seattle, Washington upon the request of any party. The party's written request will include the name of the arbitrator selected by the party requesting

arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Member or the Cooperative. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in his/her 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 Section 15.j after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

Dated as of the date first set forth above.

**EACH MEMBER SIGNING BELOW MUST DELIVER A COPY OF THE
2014 PACIFIC COAST GROUND FISH PERMIT ALONG WITH HIS/HER/ITS
SIGNATURE.**

[SIGNATURE PAGES FOLLOW]

See Exhibit D for signatures done in counterpart

Exhibit A

WHITING MOTHERSHIP COOPERATIVE

Members as of March 4, 2014

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
American Seafoods Company LLC Mike Hyde Jan Jacobs	GF0351	2025 First Avenue West Suite 900 Seattle, WA 98121
Bay Islander Fisheries Inc. Kurt Cochran Kimberlee Cochran	GF0320	P.O. Box 290 Siletz, OR 97380
Calamari LLC Mike Okoniewski	GF0272	P.O. Box 5583 Charleston, OR 97420
Cooper, Mark E. Mark Cooper	GF0254	P.O. Box 428 Newport, OR 97365
EX-1 Corporation Michael Retherford	GF0810	880 N.E. Sturdevant Road Toledo, OR 97391
Fury Group, Inc. Michael Stone	GF0051 GF0675	4005 20 th Avenue West Suite 207 Seattle, WA 98199
F/V Leslie Lee, Inc. Raymond Hall Danny Hall Skip Woodard	GF0144	P.O. Box 2276 Newport, OR 97365
F/V Neahkahnle LLC Dale Myer Donna Parker	GF0374	2727 Alaskan Way, Pier 69 Seattle, WA 98121
Isabella Fisheries LLC Marion Larkin	GF0013	1900 W Nickerson St. Suite 213 Seattle, WA 98199

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
F/V Seeker, Inc. Jim Seavers	GF0109	P.O. Box 1010 Newport, OR 97365
FY Fisheries, Inc. Blue Dawn Fisheries, Inc. Harvest Moon Fisheries, Inc. Yaquina Sea Dawn, Inc. Jincks, Inc. Fred Yeck	GF0572	P.O. Box 352 Newport, OR 97365
Larkin, Marion Jean	GF0136	19737 Trophy Lane Mount Vernon, WA 98274
Lisa Melinda Fisheries, Inc. David Smith Jerry Bates	GF0010	P.O. Box 1650 Newport, OR 97365
Marathon Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0105	P.O. Box 290 Siletz, OR 97380
MAR-GUN Fisheries, Inc. Gunnar Ildhuso, Jr.	GF0438	101 Nickerson Street Suite 340 Seattle, WA 98109
Mark I, Inc. J. Christopher Garbrick	GF0043	4225 23 rd Avenue West Suite 103 Seattle, WA 98199
Miss Berdie, Inc. TS Fisheries, Inc. Stan Schones Tom Stam	GF0517	1483 Old River Road N.E. Siletz, OR 97380
Muir Milach, Inc. Dave Fraser Dave Willmore	GF0795	P.O. Box 954 Mercer Island, WA 98040

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
New Life Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0321	P.O. Box 290 Siletz, OR 97380
Nicole Fisheries LLC Don Jester David Lethin	GF0052	112 Harrison Avenue Centralia, WA 98531
North Sea, Inc. Bryan North Mike Storey	GF0132	7327 SW Barnes Rd. #102, Portland Oregon, 97225
Ocean Ballad, Inc. Don Jester David Lethin	GF708	112 Harrison Avenue Centralia, WA 98531
Pacific Dawn LLC Burt Parker Chris Peterson	GF0273	2324 N.W. 90 th Street Seattle, WA 98117
Trident Seafoods Corporation c/o Pacific Draggers, Inc. Fred Yeck	GF0090	P.O. Box 352 Newport, OR 97365
Patience Fisheries, Inc. Mark E. Cooper	GF0256	P.O. Box 428 Newport, OR 97365
Phoenix Processor Limited Partnership Joe Bersch	GF0362	333 First Ave. West, Seattle, WA 98119
Retherford, Michael or Kelley	GF0515	880 N.E. Sturdevant Road Toledo, OR 97391
Sea Clipper LLC (Ocean Gold) Greg Shaughnessy	GF0433	P.O. Box 1104 Westport , WA 98595

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
Sea Storm Fisheries, Inc. Arctic Storm, Inc. Dale Myer Donna Parker	GF0210	2727 Alaskan Way, Pier 69 Seattle, WA 98121
Traveler Fisheries LLC J. Christopher Garbrick	GF0111	4225 23 rd Avenue West Suite 103 Seattle, WA 98199
Trident Seafoods Corporation Christian Asay	GF0205	5303 Shilshole Ave. NW Seattle, WA 98117
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 GF0904 GF0971	5470 Shilshole Avenue N.W. Suite 300 Seattle , WA 98107
Whaley, Todd L.	GF0220	PO Box 6235 Brookings, OR 97415
Yaquina Trawlers, Inc. Raven Enterprises, Inc. DASL, Inc. Lyle Yeck Robert Smith	GF0124	1676 N.E. Yaquina Heights Drive Newport, OR 97365

Exhibit B

WHITING MOTHERSHIP COOPERATIVE

Harvest Schedule as of March 4, 2014

1. Members/Permit Owners and Allocation Percentages

<i>Members/Permit Owners & Contact Persons</i>	<i>Percentage Allocation</i>
American Seafoods Company LLC Mike Hyde Jan Jacobs	GF0351 9.945747%
Bay Islander Fisheries Inc. Kurt Cochran Kimberlee Cochran	GF0320 0.505995%
Calamari LLC Mike Okoniewski	GF0272 0.611940%
Cooper, Mark E. Mark Cooper	GF0254 1.919750%
EX-1 Corporation Michael Retherford	GF0810 0.542467%
F/V Leslie Lee, Inc. Raymond Hall Danny Hall	GF0144 4.113516%
F/V/ Neahkahnle LLC Dale Myer Donna Parker	GF0374 3.944061%
F/V Seeker, Inc. Jim Seavers	GF0109 4.858447%
Fury Group, Inc. Michael Stone	GF0675 4.298209%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
FY Fisheries, Inc. and Blue Dawn Fisheries, Inc. and Harvest Moon Fisheries, Inc. and Yaquina Sea Dawn, Inc. and Jincks, Inc. Fred Yeck	GF0572 4.982793%
Isabella Fisheries LLC Marion Larkin	GF0013 0.374698%
Larkin, Marion	GF0136 0.152638%
Lisa Melinda Fisheries, Inc. David Smith Jerry Bates	GF0010 4.523843%
Marathon Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0105 4.903333%
MAR-GUN Fisheries, Inc. Gunnar Ildhuso, Jr.	GF0438 4.355232%
Mark I, Inc. J. Christopher Garbrick	GF0043 5.115294%
Miss Berdie, Inc. and TS Fisheries, Inc. Stan Schones Tom Stam	GF0517 4.558887%
Muir Milach, Inc. Dave Fraser Dave Willmore	GF0795 1.688707%
New Life Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0321 0.151646%
Nicole Fisheries LLC Don Jester David Lethin	GF0052 0.125453%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
North Sea, Inc. Bryan North	GF0132 5.387414%
Ocean Ballad, Inc. David Lethin	GF0708 1.074783%
Pacific Dawn LLC Burt Parker Chris Peterson	GF0273 3.002765%
Trident Seafoods Corporation. David Jincks Fred Yeck	GF0090 3.141636%
Patience Fisheries, Inc. Mark E. Cooper	GF0256 0.931501%
Phoenix Processor Limited Partnership Joe Bersch	GF0362 1.527815%
Retherford, Michael or Kelley	GF0515 0.955006%
Sea Clipper LLC Greg Shaughnessy	GF0433 0.156388%
Sea Storm Fisheries, Inc. and Arctic Storm, Inc. Dale Myer Donna Parker	GF0210 3.443703%
Traveler Fisheries LLC J. Christopher Garbrick	GF0111 3.970116%
Trident Seafoods Corporation Christian Asay	GF0205 1.207269%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 & GF0904 & GF0971 5.116051% 2.159780% 2.209872%
Whaley, Todd L.	GF0220 1.040567%
Yaquina Trawlers, Inc. and Raven Enterprises, Inc. and DASL, Inc. Lyle Yeck Robert Smith	GF0124 3.002675%

2. List of Vessels Harvesting 2014 Allocations

<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>
BAY ISLANDER O.N. 521200	BLUE FOX O.N. 979437	CALAMARI O.N. 968968
EXCALIBUR O.N. 578930	LESLIE LEE O.N. 584873	LISA MELINDA O.N. 584360
MARATHON O.N. 596156	MAR-GUN O.N. 525608	MARK I O.N. 509552
MESSIAH O.N. 610150	MISS BERDIE O.N. 913277	MISS SARAH O.N. 921578
MISS SUE O.N. 580055	MUIR MILACH O.N. 611524	NEAHKAHNIE O.N. 599534
NEW LIFE O.N. 504299	NICOLE O.N. 923632	NORDIC FURY.. O.N. 542651

<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>
OCEAN HUNTER O.N. 926699	ARCTIC FURY O.N. 996920	PACIFIC CHALLENGER O.N. 518937
PACIFIC FURY O.N. 561934	PACIFIC PRINCE O.N. 697280	PACIFIC RAM O.N. 589115
PEGASUS O.N. 565120	PERSEVERANCE O.N. 536873	PREDATOR O.N. 547390
RAVEN O.N. 629499	SEA CLIPPER O.N. 553396	SEADAWN O.N. 548685
SEA STORM O.N. 628959	SEEKER O.N. 924585	STARWARD O.N. 617807
TRAVELER O.N. 929356	WESTERN DAWN O.N. 524423	WINONA J O.N. 645410
NORDIC STAR O.N. 961	BALLAD O.N. 590537	

Exhibit A

WHITING MOTHERSHIP COOPERATIVE

Members as of March 16, 2018

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
American Seafoods Company LLC Mike Hyde Jan Jacobs	GF0351	2025 First Avenue West Suite 900 Seattle, WA 98121
Bay Islander Fisheries Inc. Kurt Cochran Kimberlee Cochran	GF0320	P.O. Box 290 Siletz, OR 97380
Calamari LLC Mike Okoniewski	GF0272	P.O. Box 5583 Charleston, OR 97420
Cooper, Mark E. Mark Cooper	GF0254	P.O. Box 428 Newport, OR 97365
EX-1 Corporation Michael Retherford	GF0810	880 N.E. Sturdevant Road Toledo, OR 97391
Fury Group, Inc. Natel Stone	GF0051 GF0675	4005 20 th Avenue West Suite 207 Seattle, WA 98199
Leslie Lee, Inc. Mark Cooper Chris Cooper	GF0144	PO box 428 Newport, OR 97365
F/V Neahkahnne LLC Sarah Nayani	GF0374	2727 Alaskan Way, Pier 69 Seattle, WA 98121
Miss Sue Fisheries Inc. Jim Seavers Jeff Lackey	GF0017	P.O. Box 1010 Newport, OR 97365

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
F/V Seeker, Inc. Jim Seavers Jeff Lackey	GF0109	P.O. Box 1010 Newport, OR 97365
FY Fisheries, Inc. Blue Dawn Fisheries, Inc. Harvest Moon Fisheries, Inc. Yaquina Sea Dawn, Inc. Jincks, Inc. Bristol Fisheries LLC Fred Yeck	GF0572	P.O. Box 352 Newport, OR 97365
Larkin, Marion Jean	GF0136	19737 Trophy Lane Mount Vernon, WA 98274
Lisa Melinda Fisheries, Inc. David Smith Jerry Bates	GF0010	P.O. Box 1650 Newport, OR 97365
Marathon Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0105	P.O. Box 290 Siletz, OR 97380
MAR-GUN Fisheries, Inc. Gunnar Ildhuso, Jr.	GF0438	101 Nickerson Street Suite 340 Seattle, WA 98109
Mark I, Inc. J. Christopher Garbrick	GF0043	4225 23 rd Avenue West Suite 103 Seattle, WA 98199
Miss Berdie, Inc. TS Fisheries, Inc. Stan Schones Tom Stam	GF0517	1483 Old River Road N.E. Siletz, OR 97380
Muir Milach, Inc. Dave Fraser Dave Willmore	GF0795	P.O. Box 954 Mercer Island, WA 98040

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
New Life Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0321	P.O. Box 290 Siletz, OR 97380
Nicole Fisheries LLC David Lethin	GF0052	112 Harrison Avenue Centralia, WA 98531
North Sea, Inc. Bryan North Mike Storey	GF0132	5331 SW Macadam Avenue #320 Portland, OR 97239
Pacific Dawn LLC Burt Parker Chris Peterson	GF0273	2324 N.W. 90 th Street Seattle, WA 98117
Patience Fisheries, Inc. Mark E. Cooper	GF0256	P.O. Box 428 Newport, OR 97365
Phoenix Processor Limited Partnership Joe Bersch	GF0362	333 First Ave. West, Seattle, WA 98119
Retherford, Michael or Kelley	GF0515	880 N.E. Sturdevant Road Toledo, OR 97391
Sea Clipper LLC (Ocean Gold) Greg Shaughnessy	GF0433	P.O. Box 1104 Westport , WA 98595

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
Sea Storm Fisheries, Inc. Arctic Storm, Inc. Sarah Nayani	GF0210	2727 Alaskan Way, Pier 69 Seattle, WA 98121
Traveler Fisheries LLC J. Christopher Garbrick	GF0111	4225 23 rd Avenue West Suite 103 Seattle, WA 98199
Trident Seafoods Corporation Christian Asay	GF0205	5303 Shilshole Ave. NW Seattle, WA 98117
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 GF0904 GF0971	5470 Shilshole Avenue N.W. Suite 300 Seattle , WA 98107
Whaley, Todd L.	GF0220	PO Box 6235 Brookings, OR 97415
Yaquina Trawlers, Inc. Raven Enterprises, Inc. DASL, Inc. Lyle Yeck Robert Smith	GF0124	1676 N.E. Yaquina Heights Drive Newport, OR 97365

Exhibit B

WHITING MOTHERSHIP COOPERATIVE

Harvest Schedule as of March 16, 2018

1. Members/Permit Owners and Allocation Percentages

<i>Members/Permit Owners & Contact Persons</i>	<i>Percentage Allocation</i>
American Seafoods Company LLC Mike Hyde Jan Jacobs	GF0351 9.945747%
Bay Islander Fisheries Inc. Kurt Cochran Kimberlee Cochran	GF0320 0.505995%
Calamari LLC Mike Okoniewski	GF0272 0.611940%
Cooper, Mark E. Mark Cooper Chris Cooper	GF0254 1.919750%
EX-1 Corporation Michael Retherford	GF0810 0.542467%
Leslie Lee, Inc. Mark Cooper Chris Cooper	GF0144 4.113516%
F/V Neahkahnle LLC Sarah Nayani	GF0374 3.944061%
F/V Seeker, Inc. Jim Seavers Jeff Lackey	GF0109 4.858447%
Fury Group, Inc. Nate Stone	GF0675 4.298209%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
FY Fisheries, Inc. and Blue Dawn Fisheries, Inc. and Harvest Moon Fisheries, Inc. and Yaquina Sea Dawn, Inc. and Jincks, Inc., and Bristol Fisheries LLC. Fred Yeck	GF0572 4.982793% (MSCV0572) 3.141636% (MSCV0090)
Miss Sue Fisheries Inc. Jim Seavers Jeff Lackey	GF0017 0.374698%
Larkin, Marion	GF0136 0.152638%
Lisa Melinda Fisheries, Inc. David Smith Jerry Bates	GF0010 4.523843%
Marathon Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0105 4.903333%
MAR-GUN Fisheries, Inc. Gunnar Ildhuso, Jr.	GF0438 4.355232%
Mark I, Inc. J. Christopher Garbrick	GF0043 5.115294%
Miss Berdie, Inc. and TS Fisheries, Inc. Stan Schones Tom Stam	GF0517 4.558887%
Muir Milach, Inc. Dave Fraser Dave Willmore	GF0795 1.688707%
New Life Fisheries, Inc. Kurt Cochran Kimberlee Cochran	GF0321 0.151646%
Nicole Fisheries LLC David Lethin	GF0052 0.125453% (MSCV0052) 1.074783% (MSCV0708)

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
North Sea, Inc. Bryan North	GF0132 5.387414%
Pacific Dawn LLC Burt Parker Chris Peterson	GF0273 3.002765%
Patience Fisheries, Inc. Mark E. Cooper Chris Cooper	GF0256 0.931501%
Phoenix Processor Limited Partnership Joe Bersch	GF0362 1.527815%
Retherford, Michael or Kelley	GF0515 0.955006%
Sea Clipper LLC Greg Shaughnessy	GF0433 0.156388%
Sea Storm Fisheries, Inc. and Arctic Storm, Inc. Sarah Nayani	GF0210 3.443703%
Traveler Fisheries LLC J. Christopher Garbrick	GF0111 3.970116%
Trident Seafoods Corporation Christian Asay	GF0205 1.207269%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 & GF0904 & GF0971 5.116051% 2.159780% 2.209872%
Whaley, Todd L.	GF0220 1.040567%
Yaquina Trawlers, Inc. and Raven Enterprises, Inc. and DASL, Inc. Lyle Yeck Robert Smith	GF0124 3.002675%

2. List of Vessels Harvesting 2018 Allocations

<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>
ARCTIC FURY O.N. 996920	BAY ISLANDER O.N. 521200	CALAMARI O.N. 968968
	LESLIE LEE O.N. 584873	LISA MELINDA O.N. 584360
MARATHON O.N. 596156	MAR-GUN O.N. 525608	MARK I O.N. 509552
MESSIAH O.N. 610150	MISS BERDIE O.N. 913277	MISS SARAH O.N. 921578
MISS SUE O.N. 580055	MUIR MILACH O.N. 611524	NEAHKAHNIE O.N. 599534
NEW LIFE O.N. 504299	NICOLE O.N. 923632	NORDIC FURY O.N. 542651

<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>	<i>Vessel Name and Official Number</i>
NORDIC STAR O.N. 584684	NORTHERN RAM O.N. 979437	OCEAN HUNTER O.N. 926699
PACIFIC CHALLENGER O.N. 518937	PACIFIC FURY O.N. 561934	PACIFIC RAM O.N. 589115
PEGASUS O.N. 565120	PERSEVERANCE O.N. 536873	PREDATOR O.N. 547390
RAVEN O.N. 629499	SEA CLIPPER O.N. 553396	SEADAWN O.N. 548685
SEA STORM O.N. 628959	SEEKER O.N. 924585	STARWARD O.N. 617807
TRAVELER O.N. 929356	WESTERN DAWN O.N. 524423	

Exhibit C – Whiting Mothership Cooperative Membership Agreement

2017 WHITING BYCATCH AGREEMENT

This 2017 WHITING BYCATCH AGREEMENT is entered into as of May 15th 2017 by and among Whiting Mothership Cooperative (the “Cooperative”), and the Pacific Coast groundfish trawl “mothership/catcher vessel” (“MS/CV”) limited entry license owners, the catcher vessel owners and the owners and operators of Pacific whiting mothership processing vessels who execute a counterpart of this Agreement.

RECITALS

A. The Pacific Fishery Management Council (the “Council”) has adopted Amendments 20 and 21 to the Pacific Coast Groundfish Fishery Management Plan. Amendment 20 establishes a cooperative program for the mothership (“MS”) sector of the Pacific whiting fishery. Amendment 21 establishes fixed allocations for limited entry trawl permit owner.

B. The National Marine Fisheries Service (“NMFS”) will enforce certain MS sector catch limits for certain overfished rockfish species that are managed under its jurisdiction, and has adopted a threshold amount of Chinook salmon bycatch (the “Trigger Amount”) which, if exceeded, will require initiation of an Endangered Species Act Section 7 consultation concerning the impact of the Pacific whiting fishery on the affected Chinook stocks.

C. The parties to this Agreement (individually, a “Party”, and collectively, the “Parties”) are participants in the MS sector of the Pacific whiting fishery. The Parties wish to fully utilize the Pacific whiting allocation available during the 2017 fishing year, within the constraints imposed by NMFS on the amounts of overfished rockfish species made available to the Pacific whiting mothership sector and the MS sector’s proportionate share of the Trigger Amount of Chinook salmon. To enhance their ability to do so, the Parties wish to enter into an agreement concerning fishing practices that are intended to reduce the incidental catch of overfished rockfish species and Chinook salmon by participants in the MS sector of the Pacific Whiting fishery.

AGREEMENT

Now, therefore, the parties agree as follows:

1. Bycatch Reduction. The Parties agree to exercise all commercially reasonable efforts to reduce their incidental catch of non-whiting species in the MS sector of the Pacific whiting fishery to the lowest practicable rates consistent with conducting a commercially viable whiting fishery.

2. Bycatch Base Rate. The Parties agree to establish bycatch rates for POP, Canary, Darkblotched and Widow rockfish (together, the “Overfished Species”) and for Chinook salmon (each, a “Base Rate”) that will be used to as the basis for modifying their data reporting and fishing practice obligations under this Agreement. The Base Rate for each Overfished Species shall be calculated

annually by dividing the amount of such Overfished Species available for incidental catch in the whiting fishery for the fishing year by the Pacific whiting Total Allowable Catch allocated to the MS sector for such fishing year.

3. Bycatch Data Collection and Release. Each operator of each MS sector mothership processing vessel (each, a “Mothership”) agrees to take all commercially reasonable actions to obtain from the fleet of vessels delivering to it (each such group of vessels being a “Fleet”) as soon as reasonably possible the catch data and other information that may be necessary for effective fishery management, and to provide such data to the Monitoring Agent (as identified in Section 6, below) as soon as reasonably possible after receiving such data. Further, each Mothership operator shall arrange to have the incidental catch data for each vessel delivering MS sector Pacific whiting to such Mothership released directly from the NMFS observer program directly to the Monitoring Agent. Each catcher vessel owner and catcher vessel operator executing this Agreement hereby authorizes NMFS to release directly to the Monitoring Agent all NMFS observer data and Vessel Monitoring System (“VMS”) data related to Pacific whiting mothership sector operations of the vessels such person owns or operates. Further, each MS/CV permit owner agrees to obtain such releases from any vessels that harvest any of such MS/CV permit owner’s mothership sector Pacific whiting allocation.

3.1 Facilitating Accurate Observer Data. In the event that a Mothership takes delivery of a codend that the vessel delivering the codend or the Mothership operator believes may contain an elevated (as defined with reference to Section 3.4, below) or high (as defined with reference to Section 3.5, below) amount of Overfished Species or Chinook Salmon, the Mothership operator shall take all reasonable steps to insure that the NMFS-certified observer(s) responsible for estimating the amount of bycatch in the tow are able to accurately sample the largest portion of the tow that is reasonably possible, including but not limited to slowing the sampling belt and/or supplying additional crew members to assist the observer with sampling.

3.2 Monitoring Agent Reports. The Monitoring Agent is hereby authorized to release the data it receives under this Agreement in such formats and to such parties as the Monitoring Agent deems appropriate to achieve the intents and purposes of this Agreement. The Monitoring Agent shall prepare a daily report based on the data it receives from the Motherships, and shall distribute such daily report to the Parties. The Monitoring Agent’s daily report shall include, but not be limited to, the following information:

3.2.1 MS sector whiting catch to date;

3.2.2 MS sector bycatch rates for each of the Overfished Species in kilograms per metric ton, and for Chinook salmon in numbers of salmon per metric ton;

3.2.3 The bycatch rates of each Overfished Species and Chinook salmon for each vessel harvesting whiting under the MS sector allocation;

3.2.4 The aggregate bycatch rates of each Overfished Species and Chinook salmon for each Fleet;

3.2.5 The three (3) day rolling average bycatch rate for each Overfished Species and for Chinook salmon for each Fleet;

3.2.6 A map or maps showing the location of Overfished Species and Chinook salmon bycatch “hot spots”, as defined by the Monitoring Agent; and

3.2.7 Any other information that the Monitoring Agent reasonably believes will assist the Parties in reducing bycatch.

3.3 Mothership Daily Reports. Each Mothership operator shall exercise all commercially reasonable efforts to provide a report prior to 9:00 am on each day that it is operating in the Pacific whiting fishery to all other Motherships by email, fax or method of electronic transmission that contains: (i) the total amount of Pacific whiting received during the prior twenty-four (24) hour period; (ii) the aggregate bycatch rates for the Overfished Species for the vessels delivering to it in kilograms per metric tons of whiting; and (iii) the aggregate Chinook salmon bycatch rate of the vessels delivering to it in number of Chinook salmon per metric ton of whiting.

3.4 Elevated Bycatch Tows. In connection with any trawl tow delivered to a Mothership which has a bycatch rate of any of the Overfished Species or of Chinook salmon that is greater than the Base Rate for such species, but less than one-hundred fifty percent (150%) of the Base Rate for such species, the daily report described in Section 3.3, above shall include the following data:

3.4.1 Name of the vessel delivering the trawl tow;

3.4.2 Metric tons of whiting delivered in the trawl tow;

3.4.3 Bycatch rate for the species whose catch exceeds the Base Rate;

3.4.4 Tow set location and time;

3.4.5 Tow haul location and time;

3.4.6 Tow depth; and

3.4.7 the vessel captain’s best estimate of the exact location of the bycatch incident.

3.5 High Bycatch Tows. In connection with any trawl tow delivered to a Mothership that has a bycatch rate that is greater than one hundred fifty percent (150%) of the Base Rate for any of

the Overfished Species or for Chinook salmon, the Mothership receiving the delivery shall as soon as reasonably possible notify all other vessels in its Fleet and then notify all other Motherships that it has received a high bycatch tow delivery, and together with such notification, shall provide the information specified under Section 3.4, above concerning such tow.

4. Fishing Restrictions. The Parties agree to comply with the fishing restrictions set forth in this Section 4.

4.1 Commencement of Fishing Operations. Notwithstanding the regulatory opening time of the Pacific whiting fishery, no vessel harvesting Pacific whiting from the MS sector allocation shall fish between 10:00 pm and 5:30 am Pacific time from the annual opening date of the MS sector of the Pacific whiting fishery through September 1 of such fishing year. Notwithstanding the foregoing, a vessel may shortwire or longwire gear and may make codend deliveries during such hours, so long as such operations do not at any time result in gear deployment that constitutes fishing.

4.2 Area Closures. The parties agree to comply with pre-season and in-season time and area closures adopted by the MS sector cooperative(s) from time to time. In the event that there is more than one MS sector cooperative and the closures adopted by the cooperatives are not consistent, the Parties shall comply with the closures adopted by the cooperative in which they are participating. Further, if NMFS adopts closures to reduce Overfished Species or Chinook salmon bycatch by the inshore sector of the Pacific whiting fishery, the Parties agree to comply with such closures.

4.3 Relocation of Fishing Effort. - All Mothership operators shall maintain a spreadsheet that calculates whether any Overfished Species or Chinook bycatch rates trigger any of the conditions that require relocation by that Mothership's fleet, as follows:

4.3.1 Overfished Species If (i) a Fleet's three (3) day rolling average bycatch rate of Overfished Species exceeds the Base Rate for any such species, and that Fleet's cumulative annual bycatch rate for such species exceeds fifty percent (50%) of the Base Rate for such species, (ii) a Fleet's three (3) day rolling average bycatch rate for any of such species exceeds one-hundred twenty-five percent (125%) of the Base Rate for such species, or (iii) a Fleet's bycatch rate during any single day exceeds two-hundred percent (200%) of the Base Rate for such species, then that Fleet and the Mothership to which it delivers shall relocate their fishing effort to an area where that Fleet could reasonably expect to achieve a lower Overfished Species bycatch rate.

4.3.2 Chinook Salmon **For each seasonal pool a pro-rata share of the MS sector's pro-rata share of the Chinook ESA consultation trigger will be calculated. The relocation requirements of this paragraph are triggered when 50% of a seasonal pool's pro-rata share of Chinook is reached.** If (i) a Fleet's three (3) day rolling average bycatch rate of Chinook salmon exceeds the Base Rate for any such species, and that Fleet's cumulative annual bycatch rate for such species exceeds fifty percent (50%) of the Base Rate for Chinook salmon, (ii) a Fleet's three (3) day rolling average bycatch rate for Chinook salmon exceeds one-hundred twenty-five percent (125%) of the Base Rate for Chinook salmon,

or (iii) a Fleet's bycatch rate during any single day exceeds two-hundred percent (200%) of the Base Rate for Chinook salmon, then that Fleet and the Mothership to which it delivers shall relocate their fishing effort to an area where that Fleet could reasonably expect to achieve a lower Chinook salmon bycatch rate.

4.4 Relocation Notices. If a movement is required, information identifying the trigger type, the bycatch species and the location and depth of the bycatch event(s) shall be sent to all other Motherships by email, fax or method of electronic transmission. Copies of Notices of Relocation shall be sent to the Monitor and Manager notifying them that a move has been made

4.5 Test Tows. When entering a new fishing area, one vessel in each Fleet shall make short test tows to determine the Overfished Species and Chinook salmon bycatch rates in such area, shall communicate with all other vessels in the Fleet regarding the Overfished Species and Chinook salmon bycatch rates it is experiencing, and the Fleet shall exercise all commercially reasonable efforts to minimize the risk of bycatch of Overfished Species and Chinook salmon in excess of the Base Rate.

5. Agreement Enforcement and Liquidated Damages. **Each of the Parties hereby authorizes the Board of Directors of the Cooperative to investigate every alleged breach of this Agreement, to act as a board of arbitration in determining whether this Agreement has been breached and (subject to the provisions of this Section 5) to determine appropriate damages for breach, and to take any and all actions that the Board of Directors deems appropriate to give effect to its determinations in that regard, including but not limited to pursuing legal action to collect liquidated damages or obtaining a temporary restraining order or an injunction prohibiting a vessel from being operated in breach of this Agreement. The Parties agree that the enforcement and collection authority that each of them grants to the Cooperative's Board of Directors under this Section 5 shall be deemed an election to enforce this Agreement through binding arbitration, and each Party waives all rights to pursue independent legal or equitable action in response to a breach of this Agreement, or to appeal the Board of Director's determination of breach or the related damages assessment.**

5.1 The Monitoring Agent shall monitor the fishing activities of all vessels harvesting Pacific whiting under this Agreement and shall promptly report all apparent violations of this Agreement to the Cooperative's Board of Directors. In addition, any Party may report any suspected violation of this Agreement. Upon receiving notice of an apparent violation, the Cooperative's Board of Directors shall take action in connection with the apparent violation, and provide a report of the action taken and a copy of the record supporting that action to each Party. For purposes of this Section 5, State and Federal landing reports, observer data, VMS tracking data, vessel log books and plotter data and catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate and sufficient for determining whether a vessel breached this Agreement, absent a clear and compelling demonstration of manifest error. Further, each Party agrees to take all actions and execute all documents necessary or convenient to give effect to the enforcement procedure contemplated under this Section 5.

5.2 Damages for breach of this Agreement shall be limited to liquidated damages pursuant to Section 5.7, below, and all costs, fees and expenses, including attorneys' fees, incurred by the Cooperative enforcing this Agreement. Each Party hereby waives any claims to actual, direct, indirect or consequential damages in connection with any breach of this Agreement, and instead agrees that payment of liquidated damages levied in accordance with this Agreement shall be such Party's sole damages for breach of this Agreement.

5.3 As a substitute for the actual, direct, indirect and consequential monetary damages waived and released under this Agreement, each of the Parties hereby limits their remedies for breach to the following:

5.3.1 Specific Performance. The Cooperative and each of the Parties shall individually and collectively have the right to demand and receive immediate specific performance of each and every obligation that each Party has under this Agreement.

5.3.2 Injunctive Relief. If a Party is in breach of any obligation whatsoever he, she or it may have under this Agreement, and if such Party in breach fails to immediately comply with each and every obligation it has under this Agreement upon receiving a written demand to that effect from the Cooperative, the Cooperative's Manager or the Monitoring Agent, then the Cooperative, the Cooperative's Manager, the Monitoring Agent and each Cooperative member shall individually and collectively have the right to seek and obtain injunctive relief requiring the Party in breach to immediately and fully comply with each and every obligation it has under this Agreement.

5.3.3 Reimbursement of All Costs and Fees. Notwithstanding any provision of this Agreement to the contrary, the Cooperative, each Cooperative member, the Cooperative's Manager and the Monitoring Agent shall be entitled to reimbursement of all costs and fees they incur in connection with any legal action they may individually or collectively take to enforce the terms and conditions of this Agreement in which they are the substantially prevailing party, including but not limited to all attorneys' fees, arbitration costs, court costs, costs of bonds or other financial security posted or pledged in connection with such action, expert witness costs, costs of receivers or special masters, and each and every other cost or fee of any nature or amount whatsoever incurred in connection with such action, provided that such costs and fees are reasonable in nature or amount.

5.4 Indemnification Against All Governmental Fines, Penalties and Forfeitures. Notwithstanding any provision of this Agreement to the contrary, each Party that breaches this Agreement shall indemnify, defend and hold the Cooperative's Manager, the Monitoring Agent, the Cooperative and each of the other Parties harmless from and against all claims, liabilities, fines, penalties, forfeitures and fees of any nature and amount whatsoever asserted or obtained by NMFS, the U.S. Department of Justice or any other U.S. governmental agency with jurisdiction over the Pacific whiting fishery in connection with a breach of this Agreement. This indemnification, defense and hold harmless shall extend to all attorneys' fees and all other costs and fees of any nature or amount

whatsoever incurred in relation to such action, regardless of whether such cost is deemed reasonable in nature or amount.

5.5 In connection with any legal proceeding related to this Agreement, the non-prevailing Party shall pay the prevailing Party's or Parties' reasonable costs and fees associated with the proceeding. For purposes of this Agreement, "legal proceedings" shall include arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

5.6 All funds recovered by the Cooperative in connection with an action to enforce this Agreement shall be deposited in the Cooperative's account, and shall be expended as the Board of Directors of the Cooperative determines appropriate in its sole discretion.

5.7 The Parties acknowledge that the actual damages a Party would suffer as the result of a breach of this Agreement are uncertain, and that calculating such damages in the future would be difficult. The Parties therefore have decided to adopt liquidated damages for certain breaches of this Agreement, which the Parties agree are a reasonable estimate of the damages that the Parties would suffer as a result of such breach or breaches.

5.7.1 **Vessel Master Damages.** Each vessel master executing this Agreement shall cause each vessel under his or her control to conduct its MS fishing operations in strict compliance with this Agreement. Any vessel master that fails to do so shall be liable for damages in the maximum amount of two thousand five hundred dollars (\$2,500.00) for each instance in which a vessel under his or her control is operated in violation of this Agreement.

5.7.2 **Owner Damages.** Each vessel owner/operator executing this Agreement shall cause the vessel it owns and/or manages to conduct its MS fishing operations in strict compliance with this Agreement. Any owner/manager that fails to do so shall be liable for damages in the maximum amount of ten thousand dollars (\$10,000.00) for each instance in which a vessel it owns or manages is operated in violation of this Agreement.

6. **Monitoring Agent.** The Parties agree that Sea State Inc. ("Sea State") will be the initial "Monitoring Agent" for purposes of this Agreement. The Parties authorize the Cooperative to retain Sea State or such other party as the Cooperative may elect from time to time to serve as the Monitoring Agent. The Cooperative shall pay the cost of retaining Sea State or its replacement as the Monitoring Agent.

7. **Term.** This Agreement shall take effect as of May 15th, 2017, and shall remain in effect until midnight on December 31st, 2017.

8. **Release and Waiver of All Claims Against Cooperative Manager and Monitoring Agent; Indemnification and Hold Harmless.** The Parties acknowledge that the effectiveness of this Agreement depends to a significant extent on the Cooperative's Manager and Monitoring Agent exercising their independent responsibility and judgment in fulfilling its terms. The Parties further acknowledge that if

the Manager or the Monitoring Agent were potentially liable for simple negligence in connection with such actions, the Manager and/or the Monitoring Agent would not accept the responsibilities they assume under this Agreement. It is therefore in the Parties' interest to reduce the Manager's and the Monitoring Agent's potential liability under this Agreement. Therefore, each of the Parties hereby waives and releases any and all claims against the Cooperative's Manager and/or the Monitoring Agent in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Cooperative's Manager and/or Monitoring Agent. Further, each Party jointly and severally agrees to indemnify, defend and hold the Cooperative's Manager and the Monitoring Agent harmless against any third party claims asserted against the Cooperative's Manager or the Monitoring Agent in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by the Cooperative's Manager or Monitoring Agent.

9. Miscellaneous.

9.1 Amendments. No amendment to this Agreement shall be effective against a party to this Agreement unless in writing and duly executed by such party.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with applicable Federal law and the laws of the State of Washington.

9.3 Attorneys Fees. In connection with any action to enforce this Agreement, the prevailing party shall be entitled to recover all related fees and expenses, including attorney's fees.

9.4 Counterparts and Electronic Transmission. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by electronic transmission shall have the same effect as delivering a signed original.

9.5 Further Actions. Each party to this Agreement agrees to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

Executed as of this _____ date of _____, 2017.

Mothership Owner/Operator

By _____

Its _____

MS/CV Permit Owner

By _____

Its _____

Catcher Vessel Owner/Operator

By _____

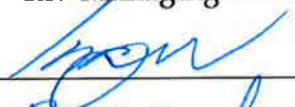

Its _____

Catcher Vessel Master

By _____

Its _____

Attachment 3 Exhibit D

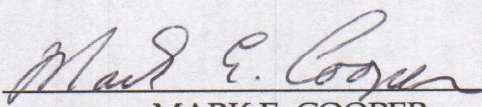
<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By <u></u> Its <u></u></p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____ Its _____</p>
<p>CALAMARI LLC</p> <p>By _____ Its _____</p>	<p>_____ MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____ Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____ Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____ Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____ Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____ Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____ Its _____</p>

dave fraser

From: "Kimberlee Cochran" <marathon@peak.org>
Date: Sunday, February 16, 2014 2:24 PM
To: "dave fraser" <dfraser@olympus.net>
Subject: whiting agreement

AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member By _____ Its _____	BAY ISLANDER FISHERIES INC. By <u>Kimberlee Cochran</u> Its <u>Agent</u>
CALAMARI LLC By _____ Its _____	_____ MARK E. COOPER
EX-1 CORPORATION By _____ Its _____	FURY GROUP, INC. By _____ Its _____
F/V LESLIE LEE, INC. By _____ Its _____	F/V NEAHKAHNIE LLC By _____ Its _____
F/V SEEKER, INC. By _____ Its _____	FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC. By _____ Its _____

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By <u><i>Michael M. Chule</i></u></p> <p>Its <u>POA for Calamari LLC,</u></p>	<p>_____</p> <p>MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____</p> <p>Its _____</p>

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By _____</p> <p>Its _____</p>	<p> MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____</p> <p>Its _____</p>

AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member By _____ Its _____	BAY ISLANDER FISHERIES INC. By _____ Its _____
CALAMARI LLC By _____ Its _____	 MARK E. COOPER
EX-1 CORPORATION By <u>Michael S. R.</u> Its <u>President</u>	FURY GROUP, INC. By _____ Its _____
F/V LESLIE LEE, INC. By _____ Its _____	F/V NEAHKAHNIE LLC By _____ Its _____
F/V SEEKER, INC. By _____ Its _____	FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC. By _____ Its _____

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By <u>Michael Stone</u></p> <p>Its <u>President</u></p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____</p> <p>Its _____</p>

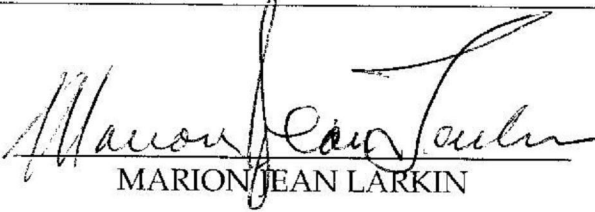
<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By <u>Lee L Woodward II</u></p> <p>Its <u>Lee L Woodward II</u></p>	<p>F/V NEAHKAHNE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____</p> <p>Its _____</p>

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____ Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____ Its _____</p>
<p>CALAMARI LLC</p> <p>By _____ Its _____</p>	<p>_____ MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____ Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____ Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____ Its _____</p>	<p>F/V NEAHKAHNE LLC</p> <p>By <u>W.P. Cho</u> Its <u>Manager</u></p>
<p>F/V SEEKER, INC.</p> <p>By _____ Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____ Its _____</p>

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By <u>Fred Apple President</u> <u>of FY Fisheries Inc</u></p> <p>Its <u>Managing Owner</u></p>

<p>AMERICAN SEAFOODS COMPANY LLC By: American Seafoods Group LLC Its: Managing Member</p> <p>By _____</p> <p>Its _____</p>	<p>BAY ISLANDER FISHERIES INC.</p> <p>By _____</p> <p>Its _____</p>
<p>CALAMARI LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARK E. COOPER</p>
<p>EX-1 CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>FURY GROUP, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>F/V LESLIE LEE, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>F/V NEAHKAHNIE LLC</p> <p>By _____</p> <p>Its _____</p>
<p>F/V SEEKER, INC.</p> <p>By <u>Jeff Hackney</u></p> <p>Its <u>AUTHORIZED REPRESENTATIVE</u></p>	<p>FY FISHERIES, INC. BLUE DAWN FISHERIES, INC. HARVEST MOON FISHERIES, INC. YAQUINA SEA DAWN, INC. JINCKS, INC.</p> <p>By _____</p> <p>Its _____</p>

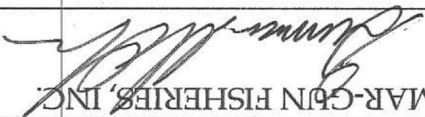
<p>ISABELLA FISHERIES, LLC</p> <p>By <u>Jeff Hackley</u></p> <p>Its <u>AUTHORIZED REPRESENTATIVE</u></p>	<p>_____</p> <p>MARION JEAN LARKIN</p>
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MISS BERDIE, INC. TS FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MUIR MILACH, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>ISABELLA FISHERIES, LLC</p> <p>By _____</p> <p>Its _____</p>	 MARION JEAN LARKIN
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MISS BERDIE, INC. TS FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MUIR MILACH, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

ISABELLA FISHERIES, LLC By _____ Its _____	_____ MARION JEAN LARKIN
LISA MELINDA FISHERIES, INC. By _____ Its _____	MARATHON FISHERIES, INC. By <u>Kristala O'Coonan</u> Its <u>Agent</u>
MAR-GUN FISHERIES, INC. By _____ Its _____	MARK I, INC. By _____ Its _____
MISS BERDIE, INC. TS FISHERIES, INC. By _____ Its _____	MUIR MILACH, INC. By _____ Its _____
NEW LIFE FISHERIES, INC. By <u>Kristala O'Coonan</u> Its <u>Owner</u>	NICOLE FISHERIES LLC By _____ Its _____


FAX TO 206 282 2414 ATTN DAVE FRASE
add copy of fed groundfish Permit

ISABELLA FISHERIES, LLC By _____ Its _____	_____ MARION JEAN LARKIN
LISA MELINDA FISHERIES, INC. By <u>Jenny Bates</u> Its <u>President</u>	MARATHON FISHERIES, INC. By _____ Its _____
MAR-GUN FISHERIES, INC. By _____ Its _____	MARK I, INC. By _____ Its _____
MISS BERDIE, INC. TS FISHERIES, INC. By _____ Its _____	MUIR MILACH, INC. By _____ Its _____
NEW LIFE FISHERIES, INC. By _____ Its _____	NICOLE FISHERIES LLC By _____ Its _____

ISABELLA FISHERIES, LLC By _____ Its _____	MARION JEAN LARKIN _____ MARATHON FISHERIES, INC. By _____ Its _____
LISA MELINDA FISHERIES, INC. By _____ Its _____	MAR-GUN FISHERIES, INC. By  Its <i>President</i> _____ MARK I, INC. By _____ Its _____
MISS BERTIE, INC. TS FISHERIES, INC. By _____ Its _____	MUIR MILLACH, INC. By _____ Its _____
NEW LIFE FISHERIES, INC. By _____ Its _____	NICOLE FISHERIES LLC By _____ Its _____

<p>ISABELLA FISHERIES, LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARION JEAN LARKIN</p>
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By <u>J. C. O.</u></p> <p>Its <u>President</u></p>
<p>MISS BERDIE, INC.</p> <p>TS FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MUIR MILACH, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>ISABELLA FISHERIES, LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARION JEAN LARKIN</p>
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MISS BERDIE, INC. TS FISHERIES, INC.</p> <p>By <u>Stanley J. Schones</u></p> <p>Its <u>President</u></p>	<p>MUIR MILACH, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>ISABELLA FISHERIES, LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARION JEAN LARKIN</p>
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MISS BERDIE, INC. TS FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MUIR MILACH, INC.</p> <p>By  _____</p> <p>Its <i>president</i> _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

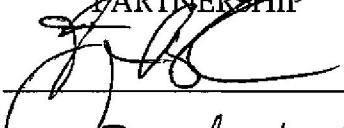
<p>ISABELLA FISHERIES, LLC</p> <p>By _____</p> <p>Its _____</p>	<p>_____</p> <p>MARION JEAN LARKIN</p>
<p>LISA MELINDA FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARATHON FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MAR-GUN FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MARK I, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>MISS BERDIE, INC.</p> <p>TS FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>MUIR MILACH, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>NEW LIFE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>NICOLE FISHERIES LLC</p> <p>By <u>David M. Larkin</u></p> <p>Its <u>Managing Member</u></p>

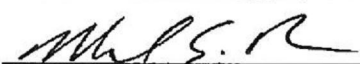

<p>NORTH SEA, INC.</p> <p>By <u><i>Raymond Mitt</i></u></p> <p>Its <u><i>PRESIDENT</i></u></p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____ MICHAEL RETHERFORD</p> <p>_____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By <u><i>Harold H. Lanken</i></u></p> <p>Its <u><i>President</i></u></p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____ MICHAEL RETHERFORD</p> <p>_____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By <u>Burtis (Palm)</u></p> <p>Its <u>member</u></p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____ MICHAEL RETHERFORD _____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

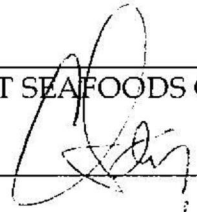
<p style="text-align: center;">NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">PATIENCE FISHERIES, INC.</p> <p>By <u>Mark Cooper</u></p> <p>Its <u>Pres.</u></p>	<p style="text-align: center;">PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____</p> <p style="text-align: center;">MICHAEL RETHERFORD</p> <p>_____</p> <p style="text-align: center;">KELLEY RETHERFORD</p>	<p style="text-align: center;">SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By  _____</p> <p>Its <i>President, General Partner</i></p>
<p>_____ MICHAEL RETHERFORD</p> <p>_____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>


<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p> MICHAEL RETHERFORD</p> <p> KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____ MICHAEL RETHERFORD</p> <p>_____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By <u>Greg Shuckman</u></p> <p>Its <u>Manager</u></p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

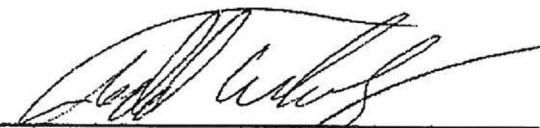
<p style="text-align: center;">NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____</p> <p style="text-align: center;">MICHAEL RETHERFORD</p> <p>_____</p> <p style="text-align: center;">KELLEY RETHERFORD</p>	<p style="text-align: center;">SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By <u>W. C. C.</u></p> <p>Its <u>President</u></p>	<p style="text-align: center;">TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p style="text-align: center;">NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">TRIDENT SEAFOODS CORPORATION</p> <p>By  _____</p> <p>Its <u>Dir. Vessel OPS</u></p>
<p style="text-align: center;">PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____</p> <p style="text-align: center;">MICHAEL RETHERFORD</p> <p>_____</p> <p style="text-align: center;">KELLEY RETHERFORD</p>	<p style="text-align: center;">SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p style="text-align: center;">SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p style="text-align: center;">TRAVELER FISHERIES LLC</p> <p>By _____</p> <p>Its _____</p>

<p>NORTH SEA, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>OCEAN BALLAD, INC.</p> <p>By _____</p> <p>Its _____</p>
<p>PACIFIC DAWN LLC</p> <p>By _____</p> <p>Its _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>
<p>PATIENCE FISHERIES, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>PHOENIX PROCESSOR LIMITED PARTNERSHIP</p> <p>By _____</p> <p>Its _____</p>
<p>_____ MICHAEL RETHERFORD</p> <p>_____ KELLEY RETHERFORD</p>	<p>SEA CLIPPER LLC (OCEAN GOLD)</p> <p>By _____</p> <p>Its _____</p>
<p>SEA STORM FISHERIES, INC. ARCTIC STORM, INC.</p> <p>By _____</p> <p>Its _____</p>	<p>TRAVELER FISHERIES LLC</p> <p>By <u>J. C. D.</u> Great West Seafoods L.P., Its <u>Manager</u></p>

<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>WEST COAST FISHERY INVESTMENTS LLC (ALEUTIAN SPRAY)</p> <p>By <u></u></p> <p>Its <u>MAVAGEN</u></p>
<p>_____ TODD L. WHALEY</p>	<p>YAQUINA TRAWLERS, INC. RAVEN ENTERPRISES, INC. DASL, INC.</p> <p>By _____</p> <p>Its _____</p>

<p>WHITING MOTHERSHIP COOPERATIVE</p> <p>By _____</p> <p>Its _____</p>
--

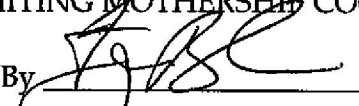
<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>WEST COAST FISHERY INVESTMENTS LLC (ALEUTIAN SPRAY)</p> <p>By _____</p> <p>Its _____</p>
<p> TODD L. WHALEY</p>	<p>YAQUINA TRAWLERS, INC. RAVEN ENTERPRISES, INC. DASL, INC.</p> <p>By _____</p> <p>Its _____</p>

<p>WHITING MOTHERSHIP COOPERATIVE</p> <p>By _____</p> <p>Its _____</p>
--

<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>WEST COAST FISHERY INVESTMENTS LLC (ALEUTIAN SPRAY)</p> <p>By _____</p> <p>Its _____</p>
<p>_____ TODD L. WHALEY</p>	<p>YAQUINA TRAWLERS, INC. RAVEN ENTERPRISES, INC. DASL, INC.</p> <p>By <u><i>[Signature]</i></u></p> <p>Its <u>owner/pms. - Raven Ent. Inc.</u></p>

<p>WHITING MOTHERSHIP COOPERATIVE</p> <p>By _____</p> <p>Its _____</p>
--

<p>TRIDENT SEAFOODS CORPORATION</p> <p>By _____</p> <p>Its _____</p>	<p>WEST COAST FISHERY INVESTMENTS LLC (ALEUTIAN SPRAY)</p> <p>By _____</p> <p>Its _____</p>
<p>_____ TODD L. WHALEY</p>	<p>YAQUINA TRAWLERS, INC. RAVEN ENTERPRISES, INC. DASL, INC.</p> <p>By _____</p> <p>Its _____</p>

<p>WHITING MOTHERSHIP COOPERATIVE</p> <p>By <u></u></p> <p>Its <u>President</u></p>	
---	--

WHITING MOTHERSHIP COOPERATIVE
FOURTH ADDENDUM TO
THIRD AMENDED AND RESTATED MEMBERSHIP AGREEMENT

This FOURTH ADDENDUM TO THIRD AMENDED AND RESTATED MEMBERSHIP AGREEMENT ("Addendum") is adopted by the WHITING MOTHERSHIP COOPERATIVE, a Washington Fish Marketing Act nonprofit corporation (the "Cooperative") as of February 14th, 2018.

RECITALS

A. Amendment 20 to the Pacific Coast Groundfish Fishery Management Plan ("Amendment 20") adopts a cooperative-based rationalization system for the mothership sector of the Pacific whiting fishery.

B. The Members have formed a fishery cooperative that qualifies to receive annual mothership whiting allocations under the regulations implementing Amendment 20.

C. The Members have executed that certain Third Amended and Restated Membership Agreement dated as of _____, 2014 (the "Membership Agreement").

D. Under the Membership Agreement, the Cooperative Board of Directors has the authority to modify Section 11 of that Agreement. The Cooperative's Board of Directors has determined that it is in the best interests of the Cooperative to do so, as reflected in this Addendum.

ADDENDUM

1. Defined Terms. Unless otherwise defined herein, the capitalized terms in this Addendum have the meaning they are given in the Membership Agreement.

2. Modification of Section 11. The provisions of Section 11 of the Membership Agreement are hereby amended to read as follows.

"11. Responsible Fishing Practices. The Members acknowledge that an objective of the Cooperative is to reduce the incidental catch of Non-Whiting Species. The Members further acknowledge that fishing practices can affect the rates and amounts of incidental catch of Non-Whiting Species. The

Members therefore agree to exercise all reasonable efforts to conduct their fishing practices in a manner that reduces their incidental catch of Non-Whiting Species to the lowest commercially reasonable levels, through the methods and means adopted by the Cooperative's Board of Directors from time to time in accordance with the terms of this Section 11. Such methods and means may include time and area closures, using or not using specific types of gear in specific areas or during specific times, and requiring Members to participate in overfished species risk pools that provide appropriate incentives and disincentives. Restrictions on Member fishing activity may be modified by the Cooperative's Board of Directors from time to time, provided that no such modification to the provisions of subsections 11.a, 11.b.i through 11.b.viii, and 11.d, shall take effect until the immediately following February 15.

a. Whiting Bycatch Agreement. Each Member shall sign, be bound by the terms and conditions of, and exercise all commercially reasonable efforts to comply with the Whiting Bycatch Agreement, as amended and renewed from time to time. In addition, each Member shall cause the owner and operator of each vessel harvesting any of such Member's Pacific whiting allocation to do so. Notwithstanding any provisions of this Section 11 to the contrary, amendments to the Whiting Bycatch Agreement shall take effect as of the effective date of such amendments.

b. Seasonal Pool Management Measures.

i. Seasonal Pool Opening Dates. The Cooperative's mothership sector Pacific whiting allocation shall be divided into five seasonal pools. The first pool shall open for harvesting on May 15, the second pool shall open on June 1, the third pool shall open on July 1, the fourth pool shall open on September 15, and the fifth pool shall open on October 15. Notwithstanding the foregoing, the Board of Directors may open a seasonal pool on an earlier date by unanimous consent.

ii. Seasonal Pool Formation. Each seasonal pool shall be constituted by Member election. Each Member shall be entitled to apportion their Harvest Share among the seasonal pools in each Member's sole discretion. Not less than five (5) days prior to the start date for each seasonal pool, each Member shall notify the Manager in writing regarding the amount of their initial Pacific whiting allocation assigned to that seasonal pool, shall identify the vessel or vessels that will harvest their Harvest Share from that seasonal pool, and shall state the amount of tonnage to be harvested by each vessel.

iii. Non-Whiting Species Assignments. Upon the Manager having received the Members' Harvest Share pool assignments, the

Manager shall apportion the full amount of each Non-Whiting Species allocation and the full amount of each darkblotched rockfish and Pacific Ocean Perch set-asides available to the Cooperative among the seasonal pools pro rata according to the proportion of Pacific whiting tonnage that Members have assigned to each pool. The Board of Directors may adjust the amounts of darkblotched rockfish and Pacific Ocean Perch to be initially apportioned by the Manager in accordance with this Section 11.b.iii, and may adjust or readjust those amounts during the course of the fishing year, provided that notwithstanding any such adjustment or readjustment, all apportionment of those species shall be pro rata according to the proportion of Pacific whiting tonnage that Members have assigned to each pool. Non-Whiting Species assignments shall be used to cover the incidental catch of vessels harvesting Pacific whiting from the pools to which they are assigned, under the terms and conditions of this Section 11 and the Whiting Bycatch Agreement then in effect and any additional management measures that the Cooperative's Board of Directors may adopt.

iv. Additional Whiting Allocations. The Manager shall apportion any Pacific whiting allocations the Cooperative may receive in addition to its initial allocation (including, but not limited to, any rollovers of tribal Pacific whiting allocations) among the seasonal pools pro rata, according to the proportion of Pacific whiting tonnage initially assigned to each seasonal pool.

v. Additional Non-Whiting Species Allocations. One or more Non-Whiting Species may be allocated to the Cooperative in fixed amounts. If the Cooperative receives an additional amount of an allocated Non-Whiting species, the additional allocation shall be apportioned among the seasonal pools pro rata according to initial Pacific whiting tonnage assigned to each seasonal pool.

vi. Pool Closure. The Manager shall close a seasonal pool upon the earlier of (A) the total amount of Pacific whiting Harvest Share allocated to a seasonal pool being harvested, (B) the Non-Whiting Species allocation or assignment for a seasonal pool being exhausted, (C) the Board of Directors approving a petition to close a seasonal pool and redistribute the Non-Whiting Species assigned to it, or (D) the Board of Directors deciding to consolidate it with other seasonal pools per Subsection D., below. All harvesting from a closed pool shall cease as of the effective time and date of its closure. Any Pacific whiting and/or Non-Whiting Species remaining in a pool as of its closure shall be distributed as provided in subsections A., B., C. below.

For purposes of this Section 11.b.vi, "supermajority vote" means the affirmative vote of not less than six (6) of seven (7) Cooperative Directors, or, if there are not

seven Directors then holding office, the affirmative vote of the number of Directors then holding office, minus one (1).

A. Closure on Whiting Catch. If a seasonal pool closes because the total amount of Pacific whiting allocated to that seasonal pool has been harvested, the Manager shall distribute all remaining Non-Whiting Species assigned to the closed pool pro rata among the seasonal pools that have not been closed, according to the tonnage of Pacific whiting assigned to each such pool. Upon that redistribution being made, the Board may adjust the Base Rate(s) and Permit Pro Rata Share(s) (as defined in Section 11.c, below) for the redistributed Non-Whiting Species, and may adjust the basis on which the “125% test” set forth in Section 11.b.vii, below, is applied to take that redistribution into account.

B. Closure on Non-Whiting Species Take. If a seasonal pool closes because the aggregate amount of one or more Non-Whiting Species assigned to that seasonal pool has been exhausted, the amount of Pacific whiting remaining in the closed pool shall be available for harvest in subsequent seasonal pools in serial order, subject to the performance tests provided in Section 11.b.vii, below.

Unless and until the Board of Directors determines otherwise pursuant to this Section, the Non-Whiting Species remaining in the closed pool shall be available for harvest by vessels participating in a subsequent seasonal pool on a species by species basis, when the respective Non-Whiting Species assignment to that subsequent seasonal pool is exhausted. Notwithstanding the foregoing, the Board of Directors may redistribute some or all of such remaining Non-Whiting Species among other seasonal pools as the Board deems appropriate by supermajority vote. If the Board elects to do so, it may adjust the Base Rate(s) and Permit Pro Rata Share(s) for the redistributed Non-Whiting Species, and may adjust the basis on which the “125% test” set forth in Section 11.b.vii, below, is applied to take that redistribution into account.

If the Cooperative’s entire initial allocation of a Non-Whiting Species is exhausted, notwithstanding in this Section 11 to the contrary, all seasonal pools shall close, regardless of whether their assignment of that Non-Whiting Species has been attained. If subsequent to that closure an additional amount of such Non-Whiting Species becomes available to the Cooperative, the Board of Directors may re-open one or more seasonal pools, allocate some or all of the remaining and additional Non-Whiting Species available to the Cooperative to it or among them as it determines appropriate in its sole discretion, and establish criteria concerning the Vessels eligible to harvest from such pool(s) as it

determines appropriate in its sole discretion, notwithstanding the provisions of Section 11.b.vii.

C. Closure on Board of Directors Approval. If representatives of all vessels with Pacific whiting assignments remaining to be harvested in an open pool petition the Board of Directors to close that pool and redistribute the whiting and Non-Whiting Species assigned to it, the Board may do so by supermajority vote. The Pacific whiting remaining in the closed pool shall be available for harvest in subsequent seasonal pools in serial order. The Non-Whiting Species remaining in the closed pool shall be redistributed as the Board determines appropriate. If the Board elects to close a pool per this Subsection, it may adjust the Base Rate(s) and Permit Pro Rata Share(s) for the redistributed Non-Whiting Species, and may adjust the basis on which the “125% test” is applied to take that redistribution into account.

D. Consolidation of Seasonal Pools. After October 15 each year, the Board of Directors may consolidate all remaining whiting and Non-Whiting Species into a single pool by unanimous vote or consent of all Directors. If the Board elects to do so, it may adjust the Base Rate(s) and Permit Pro Rata Share(s) for the redistributed Non-Whiting Species, and may adjust the basis on which the “125% test” is applied to take that redistribution into account.

vii. Closed Pool Vessel Harvesting Eligibility. Upon a seasonal pool closing per Section 11.b.vi.B, above, if the Cooperative has remaining amounts of that Non-Whiting Species assigned to other pools, the Manager shall evaluate the amount of each fully-used Non-Whiting Species taken by each vessel that had been harvesting in the closed pool. Subject to the provisions concerning Non-Whiting Species quotients, below, if the amount of a fully-used Non-Whiting Species harvested by a vessel participating in the pool exceeds one hundred and twenty five percent (125%) of the amount of such Non-Whiting Species allocated to the pool on the basis of the Pacific whiting tonnage assigned to the pool for harvesting by that vessel, as adjusted for transfers to and from other vessels in the pool, that vessel shall not be eligible to harvest any Pacific whiting transferred from the closed pool to a subsequent pool, and shall not be eligible to harvest any Pacific whiting from a subsequent seasonal pool other than the whiting assigned to the vessel at the time of initial Member election, unless and until all other vessels operating in compliance with such 125% performance standard have ceased harvesting Pacific whiting for the year or there is Non-Whiting Species catch available in sufficient amount to support its fishing activity, as determined by the Cooperative’s Board of Directors in its sole discretion.

If the Cooperative receives an additional Non-Whiting Species allocation before its initial allocation of such species has been exhausted, or if pursuant to Section 11.b.vi.A., B., C. or D., above, the Board of Directors determines the “125% test” is to be applied on a different basis than described above, the Manager shall re-evaluate the performance of vessels participating in each pool that was closed on the basis of the harvest of such species (if any), taking the additional allocation or Board of Directors determination into account, and each vessel’s eligibility to harvest in a subsequent pool shall be determined accordingly.

Notwithstanding the provisions above, if one or more vessels are declared ineligible to harvest under the “125%” performance test set forth above, the Manager shall thereafter monitor the quotients of the remaining amount of each Non-Whiting Species divided by the remaining amount of Pacific whiting on an ongoing basis. If at any time the Manager determines that quotient for every Non-Whiting Species is greater than one hundred fifty percent (150%) of the quotient of the initial amount of such Non-Whiting Species available to the Cooperative divided by the initial amount of Pacific whiting available to the Cooperative, the Manager shall evaluate the amount of each Non-Whiting Species whose catch caused one or more vessels to be declared ineligible to fish under the 125% test. If the amount of any such Non-Whiting Species harvested by any such vessel does not exceed two hundred percent (200%) of the amount of such Non-Whiting Species initially allocated to such pool on the basis of the Pacific whiting tonnage assigned to such seasonal pool for harvesting by that vessel, as adjusted for transfers to and from other vessels in the pool, then, subject to the vessel continuing to meet the cumulative Non-Whiting Species catch limit set forth below, that vessel shall be eligible to harvest Pacific whiting transferred from a closed pool to a subsequent pool, and shall be eligible to harvest Pacific whiting Harvest Share apportioned to a subsequent seasonal pool in addition to that assigned to such vessel at the time of initial Member election.

Notwithstanding the foregoing, if at any time the cumulative amount of any Non-Whiting Species subsequently harvested by a vessel fishing under this subsection is such that the quotient of Non-Whiting Species harvested by the vessel divided by Pacific whiting harvested by the vessel exceeds the quotient of the remaining amount of such Non-Whiting Species divided by the Cooperative’s remaining un-harvested Pacific whiting as of the time that the Manager determined that the Cooperative’s Non-Whiting Species quotients met the 150% test applied under this subsection, such vessel shall cease to be eligible to continue fishing under this exemption, and shall stop fishing unless there is Non-Whiting Species catch available in sufficient amount to support its fishing activity, as determined by the Cooperative’s Board of Directors in its sole discretion.

viii. “Subsequent Seasonal Pool” Definition. For purposes of Section 11.b., “subsequent seasonal pool” shall mean the next seasonal pool in calendar order that has quota assigned to it and is open for harvest. If none of the remaining seasonal pools satisfy both of those criteria, then the “subsequent seasonal pool” shall be the first seasonal pool, if it does so, and the next pool following the first seasonal pool that does so, if the first seasonal pool does not.

c. Rockfish Bycatch Control Measures. The Members agree to manage their incidental catch of Pacific Ocean perch, canary rockfish, darkblotched rockfish and widow rockfish (each, a “Rockfish Species”) in accordance with this Section 11.c, as it may be modified by the Cooperative’s Board of Directors pursuant to Section 11.c.v. For purposes of this Section 11.c, the following terms shall have the following meanings.

“Base Rate” means the ratio of incidental catch of a Rockfish Species to harvest of a metric ton of Pacific whiting, calculated by dividing the amount of each Rockfish Species available for incidental catch in the mothership sector of the Pacific Coast whiting fishery by the Pacific whiting Total Annual Catch amount allocated to the mothership sector for that fishing year. The Base Rate shall be calculated at the beginning of each fishing year and shall be recalculated during each fishing year upon an additional amount of a Rockfish Species being made available for the Cooperative’s use.

“Permit Pro Rata Share” means the amount of each Rockfish Species available under each Assigned Permit for each seasonal pool, calculated by multiplying the amount of Pacific whiting declared to that pool under the Assigned Permit by the Base Rate for such Rockfish Species, and adjusting for redistributions of Rockfish Species pursuant to Section 11.b.vi, above.

“Platform” means the group of vessels that harvest Pacific whiting for delivery to a mothership operating under a specific mothership permit and the mothership operating under that permit.

“Platform Pro Rata Share” means the aggregate amount of each Rockfish Species available under the Assigned Permits that are obligated to the Platform’s mothership permit in the open seasonal pool or pools from which the Platform is harvesting.

i. Unless it is exempt under Section 11.c.iii, below, when a Platform takes more than its Platform Pro Rata Share of any Rockfish Species, it shall relocate to an area or to areas where the Platform catcher vessel and mothership operators believe such Rockfish Species is unlikely to be caught

for the remaining duration of the seasonal pool(s) from which it is harvesting at the time.

ii. Unless it is exempt under Section 11.c.iii, below, when a Platform has taken more than its Platform Pro Rata Share of a Rockfish Species, on any given day thereafter when its incidental catch of that Rockfish Species exceeds the Base Rate for that species while the Platform is harvesting from the same seasonal pool(s), the Platform shall relocate per Section 11.c.i, above, and, unless they are exempted from doing so under Section 11.c.iii or Section 11.c.iv, below, the Platform's catcher vessels whose deliveries during that day contained incidental catch of that Rockfish Species in excess of the related Base Rate shall cease fishing for a 24 hour period.

(iii) The Platform obligation to relocate per Sections 11.c.i and 11.c.ii, above, and the catcher vessel obligation to cease fishing for 24 hours per Section 11.c.ii shall not apply under the any of the following circumstances:

A. When the ratio of the amount of unharvested Rockfish Species at issue to the amount of unharvested Pacific whiting in the seasonal pool or pools from which a Platform is harvesting exceeds the Base Rate.

B. When all other Platforms have completed their harvest of Pacific whiting from the pool or pools from which a Platform is harvesting.

C. When all other Platforms have ceased harvesting Pacific whiting for the year.

iv. The obligation for catcher vessels to cease fishing for 24 hours per Section 11.c.ii, above, shall not apply in connection with deliveries from test tows. To qualify as a test tow, a tow must be the first tow made after a Platform has moved to a new area where other Platforms are not fishing, the Platform making the tow must have provided all other Platforms with advance notice it is making a test tow, the tow must be less than an hour in duration or must contain less than 15 metric tons of Pacific whiting, and the Platform making the tow must provide information concerning the location and contents of the tow to all other Platforms.

v. The Cooperative's Board of Directors may suspend or modify the provisions of this Section 11.c as it deems appropriate to address unintended consequences, to address unexpected fairness issues or when it

deems that enforcing the provisions of this Section is not necessary to ensure that the Platform or Platforms that are still fishing have a reasonable opportunity to harvest their remaining amounts of Pacific whiting.

d. Fishing. For purposes of this Agreement, “fishing” shall mean all activity of a vessel between the time of initial gear deployment and final gear retrieval. For purposes of this Section 11, “gear deployment” and “gear retrieval” shall have the meanings given them in 50 C.F.R. 679.2 or its successor, as the same may be amended from time to time. Initial gear deployment shall mean setting trawl gear with an empty codend, and final gear retrieval shall mean retrieving trawl gear to either pull a codend aboard the vessel or to deliver the codend to another vessel. Notwithstanding the definitions of fishing, gear deployment and gear retrieval set forth in this Section, each Member shall have an independent obligation to comply with all applicable regulations covering such activities, as they are defined in such regulations.