

Whiting Mothership Cooperative

An Amendment 20 Mothership Catcher Vessel Cooperative

Preliminary WMC Report
On the Current Year Pacific Whiting Fishery

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Preliminary WMC Report on the Current Year Pacific Whiting Fishery

Introduction

In March of 2011, the owners of the thirty seven trawl limited entry catcher vessel permits 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).

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 four allocated overfished 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 current through October 9th, 2011. 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 (A-E) are found in the 50 CFR 660.113(d)(3)

(3) Annual coop report - (i) The designated coop manager for the C/P coop must submit an annual report to the Council for its November meeting each year. The annual coop report will contain information about the current year's fishery, including:

(A) The C/P sector's annual allocation of Pacific whiting;

(B) The C/P coop's actual retained and discarded catch of Pacific whiting, salmon, Pacific halibut, rockfish, groundfish, and other species on a vessel-by-vessel basis;

(C) A description of the method used by the C/P coop to monitor performance of cooperative vessels that participated in the fishery;

(D) A description of any actions taken by the C/P coop in response to any vessels that exceed their allowed catch and bycatch; and

(E) Plans for the next year's C/P coop fishery, including the companies participating in the cooperative, the harvest agreement, and catch monitoring and reporting requirements.

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

The Mothership sector of the Pacific Whiting fishery was allocated 53,039 tons of whiting, of which 100% of the whiting was allocated to the Whiting Mothership Cooperative.

(B) 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 seven of the MS/CV endorsed trawl limited entry permit holders joined the Whiting Mothership Cooperative (WMC).

As of October 9th, 2011, twelve MS/CVs have fished in the MS sector of the whiting fishery. An additional six MS/CV's have declared their intent to begin fishing after October 9th.

Data on the catch, as of Oct. 9th, of Whiting, Salmon, Halibut, Rockfish, Groundfish and Other Species, is shown in the tables attached tables #1 & 2(a-d) (attachment 1). The table #1 shows the aggregate fleet catch, with a breakdown of each species category. The following tables #2(a-d) show the vessel by vessel catch for each species category. In interpreting the tables a cell with "0.00 mt" indicates at least a trace amount of this species was caught; a blank cell indicates no amount of that species was caught.

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

The WMC retained 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. report shows several tables of information, including:

- the daily catch and bycatch amounts for the fleet as a whole for most recent 8 days
- the overall YTD rates and percent of whiting quota and bycatch harvested for the fleet
- the daily bycatch rates for each Mothership's fleet for the last 3 days
- the seasonal percent of whiting quota and bycatch allocations harvested by vessel
- the seasonal bycatch rates 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.

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

To date, no vessels have exceeded their allowed 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.

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 has met several times since the beginning of the season to review whether to modify or maintain the closures

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, has served to avoid using up bycatch allocations.

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. However, the 'relocation' triggers described above have pre-empted the need to use this authority so far this season.

Seasonal Pools

The Coop divided the whiting allocation into 4 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, members of that pool whose cumulative bycatch rate exceeded their pro-rata share by 25%, that vessel is restricted from harvesting additional whiting in a subsequent seasonal pool.

To date no pool has been closed due to bycatch, nor have there been any violations of the WMC Bycatch Agreement.

(E) 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. At this time, no members have filed notice of intent to withdraw. Therefore we anticipate that the membership will continue as it was this year, as shown in Exhibit A of the WMC Membership Agreement (Attachment 2) filed with NMFS for the 2011 season.

At this time we do not anticipate significant changes to the harvest agreement, catch monitoring, or reporting requirements. We do expect to make some technical edits to the membership agreement primarily for clarity and to better reflect the implementing regulation language.

Attachment #1

Table 1

Whiting Mothership Cooperative - Preliminary Annual Report - Fleet Catch through 10-9-2011					
SpeciesName		Catch	Retained (mt)	Discard (mt)	# Vessels
ROUNDFISH	Code	mt	mt	mt	#
PACIFIC HAKE	206	26,359.77	26,268.83	90.94	12
PACIFIC COD	202	0.00	0.00	0.00	1
SABLEFISH (BLACK COD)	203	0.05	0.02	0.03	7
LINGCOD	603	0.11	0.01	0.10	8
FLATFISH	Code	mt	mt	mt	#
ARROWTOOTH FLOUNDER (TURBOT)	141	3.24	0.21	3.03	12
ROCKFISH	Code	mt	mt	mt	#
CANARY ROCKFISH	314	0.08	0.02	0.06	7
DARK BLOTCHED ROCKFISH	311	0.61	0.57	0.04	7
PACIFIC OCEAN PERCH	301	0.23	0.09	0.14	7
WIDOW ROCKFISH	305	9.54	0.81	8.73	12
BANK ROCKFISH	302	0.00	0.00	0.00	1
CHILIPEPPER ROCKFISH	307	0.01	0.00	0.01	2
REDSTRIPE ROCKFISH	310	0.01	0.00	0.01	1
YELLOWTAIL ROCKFISH	315	66.56	6.25	60.31	12
YELLOWMOUTH ROCKFISH	320	0.01	0.01	0.00	2
SPLITNOSE ROCKFISH	321	0.02	0.00	0.02	3
SILVERGRAY ROCKFISH	324	0.22	0.01	0.21	8
ROUGHEYE ROCKFISH	325	1.92	1.26	0.66	11
BOCACCIO	337	0.17	0.02	0.15	10
ROCKFISH - UNIDENT.	300	0.03	0.00	0.03	1
REMAINING GROUND FISH SPECIES	Code	mt	mt	mt	#
PACIFIC SLEEPER SHARK	62	0.32	0.00	0.32	4
SPINY DOGFISH SHARK	66	16.72	0.00	16.72	12
SALMON SHARK	67	0.13	0.00	0.13	1
BROWN CAT SHARK	68	0.29	0.00	0.29	11
BLUE SHARK	69	0.14	0.00	0.14	2
BIG SKATE	94	0.04	0.00	0.04	1
PROHIBITED SPECIES	Code	#s	mt	mt	#
KING SALMON (CHINOOK)	221	229	0.00	1.05	12
PINK SALMON (HUMPBACK)	222	2	0.00	0.00	1
SILVER SALMON (COHO)	223	5	0.00	0.01	3
CHUM SALMON (DOG)	225	12	0.00	0.05	4
PACIFIC HALIBUT	101	12	0.00	0.08	5
DUNGENESS CRAB	12	4	0.00	0.00	1
NON-GROUND FISH SPECIES	Code	mt	mt	mt	#
AMERICAN SHAD	35	17.95	9.77	8.19	12
JELLYFISH - UNIDENT.	50	0.00	0.00	0.00	1
SQUID - UNIDENT.	60	5.96	1.24	4.73	12
OCTOPUS - UNIDENT.	199	0.00	0.00	0.00	1
CHUB MACKEREL (PACIFIC)	207	0.10	0.00	0.10	4
JACK MACKEREL	280	4.39	0.44	3.95	4
RAGFISH	606	1.74	0.00	1.74	9
KING-OF-THE-SALMON	608	0.80	0.00	0.80	5
PACIFIC SARDINE	614	0.00	0.00	0.00	1
LANTERNFISH - UNIDENT.	700	0.00	0.00	0.00	2
DUCKBILL BARRACUDINA	769	0.00	0.00	0.00	2
PACIFIC POMFRET	775	0.00	0.00	0.00	1
MEDUSAFISH	776	0.00	0.00	0.00	1
OCEAN SUNFISH	810	0.03	0.00	0.03	2
MISC - UNIDENT.	900	0.00	0.00	0.00	1
INVERTEBRATE - UNIDENT.	902	0.00	0.00	0.00	1

Table 2 (a)

Whiting Mothership Cooperative - Preliminary Annual Report - Vessel by Vessel Catch through 10-9-2011								
SpeciesName		Vessel A		Vessel B		Vessel C		
ROUND FISH	Code	Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HAKE	206	1495.29	0.00	3695.01	0.00	2142.70	0.00	
PACIFIC COD	202							
SABLEFISH (BLACK COD)	203			0.00	0.01	0.00	0.01	
LINGCOD	603	0.00	0.02	0.00	0.03	0.00	0.02	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
ARROWTOOTH FLOUNDER (TURBOT)	141	0.00	0.04	0.00	0.10	0.00	0.09	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
CANARY ROCKFISH	314	0.00	0.01	0.00	0.03			
DARK BLOTCHED ROCKFISH	311							
PACIFIC OCEAN PERCH	301			0.00	0.00			
WIDOW ROCKFISH	305	0.00	1.48	0.00	1.65	0.00	0.69	
BOCACCI	302	0.00	0.00	0.00	0.02			
ROUGHEYE ROCKFISH	307	0.00	0.00	0.00	0.01	0.00	0.06	
SILVERGRAY ROCKFISH	310	0.00	0.00	0.00	0.00	0.00	0.01	
SPLITNOSE ROCKFISH	315							
YELLOWMOUTH ROCKFISH	320					0.00	0.00	
YELLOWTAIL ROCKFISH	321	0.00	5.25	0.00	16.01	0.00	2.91	
REDSTRIPE ROCKFISH	324			0.00	0.01			
CHILIPEPPER ROCKFISH	325							
BANK ROCKFISH	337							
ROCKFISH - UNIDENT.	300	0.00	0.03					
REMAINING GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC SLEEPER SHARK	62							
SPINY DOGFISH SHARK	66	0.00	0.18	0.00	0.64	0.00	0.20	
SALMON SHARK	67							
BROWN CAT SHARK	68	0.00	0.01	0.00	0.00	0.00	0.01	
BLUE SHARK	69							
BIG SKATE	94			0.00	0.04			
PROHIBITED SPECIES - Salmon		Retain mt	Discard #	Retain mt	Discard #	Retain mt	Discard #	
CHUM SALMON (DOG)	221			0.00	2	0.00	2	
KING SALMON (CHINOOK)	222	0.00	17	0.00	63	0.00	14	
SILVER SALMON (COHO)	223			0.00	2			
PINK SALMON (HUMPBACK)	225							
PROHIBITED SPECIES - Other		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HALIBUT	101	0.00	0.01	0.00	0.01			
DUNGENESS CRAB	12							
NON-GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
JELLYFISH - UNIDENT.	35							
SQUID - UNIDENT.	50	0.01	0.22	0.00	0.33	0.00	0.50	
OCTOPUS - UNIDENT.	60					0.00	0.00	
CHUB MACKEREL (PACIFIC)	199							
JACK MACKEREL	207							
RAGFISH	280	0.00	0.19	0.00	0.21	0.00	0.23	
AMERICAN SHAD	606	0.00	3.48	0.00	1.16	6.27	0.90	
KING-OF-THE-SALMON	608	0.00	0.01					
PACIFIC SARDINE	614							
LANTERNFISH - UNIDENT.	700							
DUCKBILL BARRACUDINA	769							
PACIFIC POMFRET	775							
MEDUSAFISH	776							
OCEAN SUNFISH	810							
MISC - UNIDENT.	900							
INVERTEBRATE - UNIDENT.	902							
ALL NON- WHITNG	all	0.01	27.94	0.00	87.27	6.27	21.63	

Table 2 (b)

Whiting Mothership Cooperative - Preliminary Annual Report - Vessel by Vessel Catch through 10-9-2011								
SpeciesName		Vessel D		Vessel E		Vessel F		
ROUND FISH	Code	Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HAKE	206	1525.21	0.00	1605.39	0.00	1906.62	0.00	
PACIFIC COD	202					0.00	0.00	
SABLEFISH (BLACK COD)	203					0.00	0.01	
LINGCOD	603	0.00	0.01					
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
ARROWTOOTH FLOUNDER (TURBOT)	141	0.00	0.18	0.00	0.07	0.00	0.93	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
CANARY ROCKFISH	314					0.00	0.01	
DARK BLOTCHED ROCKFISH	311			0.00	0.01	0.00	0.01	
PACIFIC OCEAN PERCH	301					0.00	0.01	
WIDOW ROCKFISH	305	0.00	0.77	0.00	0.35	0.00	0.76	
BOCACCI	302	0.00	0.00	0.00	0.01	0.00	0.02	
ROUGHEYE ROCKFISH	307			0.00	0.11	0.00	0.07	
SILVERGRAY ROCKFISH	310			0.00	0.01	0.00	0.01	
SPLITNOSE ROCKFISH	315					0.00	0.01	
YELLOWMOUTH ROCKFISH	320							
YELLOWTAIL ROCKFISH	321	0.00	5.73	0.00	1.17	0.00	11.76	
REDSTRIPE ROCKFISH	324							
CHILIPEPPER ROCKFISH	325					0.00	0.01	
BANK ROCKFISH	337					0.00	0.00	
ROCKFISH - UNIDENT.	300							
REMAINING GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC SLEEPER SHARK	62	0.00	0.00			0.00	0.19	
SPINY DOGFISH SHARK	66	0.00	0.15	0.00	0.11	0.00	4.71	
SALMON SHARK	67							
BROWN CAT SHARK	68	0.00	0.00	0.00	0.02	0.00	0.02	
BLUE SHARK	69							
BIG SKATE	94							
PROHIBITED SPECIES - Salmon		Retain mt	Discard #	Retain mt	Discard #	Retain mt	Discard #	
CHUM SALMON (DOG)	221							
KING SALMON (CHINOOK)	222	0.00	16	0.00	6	0.00	8	
SILVER SALMON (COHO)	223							
PINK SALMON (HUMPBACK)	225							
PROHIBITED SPECIES - Other		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HALIBUT	101	0.00	0.01					
DUNGENESS CRAB	12							
NON-GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
JELLYFISH - UNIDENT.	35							
SQUID - UNIDENT.	50	0.00	0.13	0.00	0.30	0.00	0.53	
OCTOPUS - UNIDENT.	60							
CHUB MACKEREL (PACIFIC)	199					0.00	0.04	
JACK MACKEREL	207					0.04	0.84	
RAGFISH	280	0.00	0.13	0.00	0.50	0.00	0.06	
AMERICAN SHAD	606	0.00	0.56	3.41	0.35	0.00	0.02	
KING-OF-THE-SALMON	608					0.00	0.14	
PACIFIC SARDINE	614							
LANTERNFISH - UNIDENT.	700			0.00	0.00			
DUCKBILL BARRACUDINA	769							
PACIFIC POMFRET	775							
MEDUSAFISH	776	0.00	0.00					
OCEAN SUNFISH	810							
MISC - UNIDENT.	900							
INVERTEBRATE - UNIDENT.	902							
ALL NON- WHITNG	all	0.00	23.67	3.41	9.00	0.04	28.17	

Table 2 (c)

Whiting Mothership Cooperative - Preliminary Annual Report - Vessel by Vessel Catch through 10-9-2011								
SpeciesName		Vessel G		Vessel H		Vessel I		
ROUND FISH	Code	Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HAKE	206	2734.98	0.00	2764.75	0.00	2205.14	0.00	
PACIFIC COD	202							
SABLEFISH (BLACK COD)	203			0.00	0.01	0.00	0.00	
LINGCOD	603	0.00	0.02					
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
ARROWTOOTH FLOUNDER (TURBOT)	141	0.00	0.14	0.00	0.55	0.11	0.00	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
CANARY ROCKFISH	314	0.00	0.00			0.01	0.00	
DARK BLOTCHED ROCKFISH	311	0.00	0.00	0.00	0.01	0.57	0.00	
PACIFIC OCEAN PERCH	301	0.00	0.04	0.00	0.01	0.09	0.00	
WIDOW ROCKFISH	305	0.00	0.58	0.00	0.51	0.40	1.69	
BOCACCIO	302	0.00	0.02			0.01	0.00	
ROUGHEYE ROCKFISH	307	0.00	0.06	0.00	0.29	0.61	0.00	
SILVERGRAY ROCKFISH	310			0.00	0.00			
SPLITNOSE ROCKFISH	315			0.00	0.01			
YELLOWMOUTH ROCKFISH	320					0.01	0.00	
YELLOWTAIL ROCKFISH	321	1.15	3.56	0.00	0.64	0.77	1.34	
REDSTRIPE ROCKFISH	324							
CHILIPEPPER ROCKFISH	325	0.00	0.00					
BANK ROCKFISH	337							
ROCKFISH - UNIDENT.	300							
REMAINING GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC SLEEPER SHARK	62			0.00	0.11			
SPINY DOGFISH SHARK	66	0.00	0.30	0.00	3.63	0.00	0.12	
SALMON SHARK	67					0.00	0.13	
BROWN CAT SHARK	68	0.00	0.01	0.00	0.01			
BLUE SHARK	69							
BIG SKATE	94							
PROHIBITED SPECIES - Salmon		Retain mt	Discard #	Retain mt	Discard #	Retain mt	Discard #	
CHUM SALMON (DOG)	221							
KING SALMON (CHINOOK)	222	0.00	22	0.00	16	0.00	14	
SILVER SALMON (COHO)	223	0.00	2					
PINK SALMON (HUMPBACK)	225							
PROHIBITED SPECIES - Other		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HALIBUT	101	0.00	0.03					
DUNGENESS CRAB	12	0.00	0.00					
NON-GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
JELLYFISH - UNIDENT.	35							
SQUID - UNIDENT.	50	0.00	0.39	0.00	1.02	0.81	0.10	
OCTOPUS - UNIDENT.	60							
CHUB MACKEREL (PACIFIC)	199			0.00	0.03			
JACK MACKEREL	207			0.04	1.98			
RAGFISH	280	0.00	0.15			0.00	0.16	
AMERICAN SHAD	606	0.00	0.11	0.00	1.38	0.00	0.00	
KING-OF-THE-SALMON	608			0.00	0.28			
PACIFIC SARDINE	614							
LANTERNFISH - UNIDENT.	700							
DUCKBILL BARRACUDINA	769			0.00	0.00			
PACIFIC POMFRET	775							
MEDUSAFISH	776							
OCEAN SUNFISH	810			0.00	0.02			
MISC - UNIDENT.	900							
INVERTEBRATE - UNIDENT.	902	0.00	0.00					
ALL NON- WHITING	all	1.15	29.42	0.04	26.48	3.39	17.53	

Table 2 (d)

Whiting Mothership Cooperative - Preliminary Annual Report - Vessel by Vessel Catch through 10-9-2011								
SpeciesName		Vessel J		Vessel K		Vessel L		
ROUND FISH	Code	Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HAKE	206	1212.37	90.94	1123.96	0.00	3857.39	0.00	
PACIFIC COD	202							
SABLEFISH (BLACK COD)	203	0.01	0.00			0.00	0.00	
LINGCOD	603			0.01	0.00	0.00	0.00	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
ARROWTOOTH FLOUNDER (TURBOT)	141	0.00	0.13	0.10	0.00	0.00	0.80	
FLATFISH		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
CANARY ROCKFISH	314			0.01	0.00	0.00	0.01	
DARK BLOTCHED ROCKFISH	311	0.00	0.00			0.00	0.00	
PACIFIC OCEAN PERCH	301			0.00	0.00	0.00	0.08	
WIDOW ROCKFISH	305	0.03	0.09	0.37	0.00	0.00	0.17	
BOCACIO	302	0.00	0.02	0.00	0.00	0.00	0.05	
ROUGHEYE ROCKFISH	307	0.00	0.01	0.65	0.00	0.00	0.04	
SILVERGRAY ROCKFISH	310			0.01	0.00	0.00	0.18	
SPLITNOSE ROCKFISH	315							
YELLOWMOUTH ROCKFISH	320					0.00	0.01	
YELLOWTAIL ROCKFISH	321	0.02	0.03	4.31	0.00	0.00	11.91	
REDSTRIPE ROCKFISH	324							
CHILIPEPPER ROCKFISH	325							
BANK ROCKFISH	337							
ROCKFISH - UNIDENT.	300							
REMAINING GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC SLEEPER SHARK	62					0.00	0.02	
SPINY DOGFISH SHARK	66	0.00	1.26	0.00	0.12	0.00	5.29	
SALMON SHARK	67							
BROWN CAT SHARK	68	0.00	0.17	0.00	0.00	0.00	0.04	
BLUE SHARK	69	0.00	0.10			0.00	0.03	
BIG SKATE	94							
PROHIBITED SPECIES - Salmon		Retain mt	Discard #	Retain mt	Discard #	Retain mt	Discard #	
CHUM SALMON (DOG)	221			0.00	1	0.00	7	
KING SALMON (CHINOOK)	222	0.00	6	0.00	17	0.00	30	
SILVER SALMON (COHO)	223			0.00	1			
PINK SALMON (HUMPBACK)	225			0.00	2			
PROHIBITED SPECIES - Other		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
PACIFIC HALIBUT	101					0.00	0.03	
DUNGENESS CRAB	12							
NON-GROUND FISH SPECIES		Retain mt	Discard mt	Retain mt	Discard mt	Retain mt	Discard mt	
JELLYFISH - UNIDENT.	35					0.00	0.00	
SQUID - UNIDENT.	50	0.09	0.63	0.33	0.00	0.00	0.58	
OCTOPUS - UNIDENT.	60							
CHUB MACKEREL (PACIFIC)	199	0.00	0.02			0.00	0.01	
JACK MACKEREL	207	0.35	0.49			0.01	0.64	
RAGFISH	280	0.00	0.11					
AMERICAN SHAD	606	0.00	0.02	0.08	0.00	0.00	0.20	
KING-OF-THE-SALMON	608	0.00	0.20			0.00	0.16	
PACIFIC SARDINE	614	0.00	0.00					
LANTERNFISH - UNIDENT.	700	0.00	0.00					
DUCKBILL BARRACUDINA	769					0.00	0.00	
PACIFIC POMFRET	775	0.00	0.00					
MEDUSAFISH	776							
OCEAN SUNFISH	810	0.00	0.01					
MISC - UNIDENT.	900	0.00	0.00					
INVERTEBRATE - UNIDENT.	902							
ALL NON- WHITNG	all	0.51	9.31	5.87	21.12	0.01	57.25	

WHITING MOTHERSHIP COOPERATIVE MEMBERSHIP AGREEMENT

This WHITING MOTHERSHIP COOPERATIVE MEMBERSHIP AGREEMENT is entered into as of March 8th, 2011 by and among the entities listed on Exhibit A hereto that execute this Agreement prior to the date it is submitted to the National Marine Fisheries Service (“NMFS”), 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 adopts a cooperative-based rationalization system for the mothership sector of the Pacific whiting fishery.

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

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 hold 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 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 for at least one of such Member’s MS/CV permits to the Cooperative. Each Member acknowledges that upon such assignment, all mothership sector whiting catch history related to such MS/CV permit remains with the Cooperative for the calendar year of such assignment, unless otherwise provided herein. A schedule that identifies the Members and the permit(s) each of them has assigned to the Cooperative, 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 dissolved 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 allocation for such species made by NMFS on the basis of the whiting catch history assigned to the Cooperative by such Member.

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 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. 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 initial rules concerning management and harvest of Non-Whiting Species are set forth in Section 11 of this Agreement and on Exhibit C (the "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 that permits otherwise, each Member shall be restricted to harvesting such Member's allocation accordingly.

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 Service (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 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.c, 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 Bycatch Management 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. 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. MS/CV 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 a MS/CV permit whose Pacific whiting catch history is assigned to the Cooperative 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 MS/CV permit whose Pacific whiting catch history has been assigned to the Cooperative 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 initial 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 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 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 Pacific Fishery Management Council (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. Not less than thirty (30) days prior to submission of the Cooperative's annual permit application, each Member shall initially obligate in writing to a mothership operating under a mothership permit ("MS Permit") the Pacific whiting deliveries to be made under each of its MS/CV permits whose catch history will be assigned to the Cooperative during the upcoming year. Thereafter, if a Member elects to rescind such delivery obligation, the Member shall so notify the mothership to which its deliveries are obligated in writing on or before September 1 of the year prior to the year in which such rescission is to take effect, and shall obligate in writing such deliveries to a mothership operating under an MS permit on or before December 15 of such year. Each Member shall provide a copy of every delivery obligation to NMFS as required, and shall provide a copy of every delivery obligation and every notice rescinding a delivery obligation to the Cooperative's Manager.

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. 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 (vii),

below, shall take effect until January 1 of the year following the year during which the Cooperative's Board of Directors adopts such modification. 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 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 pool, 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. 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 such 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 such seasonal pool. If the amount of any such 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 such pool on the basis of the Pacific whiting tonnage assigned to such seasonal pool for harvesting by such vessel, 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, and then only if 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 such subsequent seasonal period on the condition that the Non-Whiting Species catch of the vessel(s) harvesting such Member's Harvest Share during the prior seasonal period was no greater than one hundred and twenty five percent (125%) of the amount of such Non-Whiting Species allocated to such pool on the basis of the Pacific whiting tonnage assigned to such seasonal pool for harvesting by such vessel.

b. 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.

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 agree 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 Service 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 U.S. 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. 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 the MS/CV permits whose Pacific whiting catch history it has assigned to the Cooperative, 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
2011 PACIFIC COAST GROUND FISH PERMIT ALONG WITH HIS/HER/ITS
SIGNATURE.**

[SIGNATURE PAGES FOLLOW]

Exhibit A

WHITING MOTHERSHIP COOPERATIVE

Members as of March 8, 2011

<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, Inc. Craig Cochran	GF0320	7563 Yaquina Bay Road Newport, OR 97365
Blue Sea Fisheries, Inc. Blue Moon Fisheries, Inc. Fred Yeck	GF0205	P.O. Box 1256 Newport, OR 97365
Calamari LLC Craig Urness	GF0272	P.O. Box 5583 Charleston, OR 97420
Cooper, Mark E. Mark Cooper	GF0254	P.O. Box 428 Newport, OR 97365
EX-1 Corporation Mike Rutherford	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 Neahkahnne LLC Dale Myer Donna Parker	GF0374	2727 Alaskan Way, Pier 69 Seattle, WA 98121

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
F/V Seeker, Inc. Jim Seavers	GF0109	1121 S.E. First Street 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	GF0031 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 Craig 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
New Life Fisheries, Inc. Kurt Cochran	GF0321	P.O. Box 290 Siletz, OR 97380

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
Nicole Fisheries LLC Don Jester David Lethin	GF0052	112 Harrison Avenue Centralia, WA 98531
North Sea, Inc. Brian North Mike Storey	GF0132	P.O. Box 207 Chinook, WA 98614
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
Pacific Draggers, Inc. HB Lee, Inc. David Jincks 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	111 West Harrison Street Seattle, WA 98119
Rutherford, Mike and Kelly	GF0515	880 N.E. Sturdevant Road Toledo, OR 97391
Sea Clipper LLC (Ocean Gold) Rich Carrol	GF0433	P.O. Box 1104 Westport , WA 98595
Sea Storm Fisheries, Inc. Arctic Storm, Inc. Dale Myer Donna Parker	GF0210	2727 Alaskan Way, Pier 69 Seattle, WA 98121

<i>Permit Owner and Contact</i>	<i>Permit Number</i>	<i>Mailing Address</i>
Traveler Fisheries LLC J. Christopher Garbrick	GF0111	4225 23 rd Avenue West Suite 103 Seattle, WA 98199
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 GF0904 GF0971	5470 Shilshole Avenue N.W. Suite 300 Seattle, WA 98107
Whaley, Lloyd D. and Todd	GF0220	PO Box 310 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 February 9, 2011

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, Inc. Craig Cochran	GF0320 0.505995%
Blue Sea Fisheries, Inc. and Blue Moon Fisheries, Inc. Fred Yeck	GF0205 1.207269%
Calamari LLC Craig Urness	GF0272 0.611940%
Cooper, Mark E. Mark Cooper	GF0254 1.919750%
EX-1 Corporation Mike Rutherford	GF0810 0.542467%
F/V Leslie Lee, Inc. Raymond Hall Danny Hall	GF0144 4.113516%
F/V/ Neahkahnie 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%
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%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
Larkin, Marion Marion Larkin	GF0031 & GF0136 0.374698% 0.152638%
Lisa Melinda Fisheries, Inc. David Smith Jerry Bates	GF0010 4.523843%
Marathon Fisheries, Inc. Kurt Cochran Craig 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	GF0321 0.151646%
Nicole Fisheries LLC Don Jester David Lethin	GF0052 0.125453%
North Sea, Inc. Brian North	GF0132 5.387414%
Ocean Ballad, Inc. David Lethin	GF0708 1.074783%

<i>Members/Permit Owners</i>	<i>Percentage Allocation</i>
Pacific Dawn LLC Burt Parker Chris Peterson	GF0273 3.002765%
Pacific Draggers, Inc. and HB Lee, Inc. 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%
Rutherford, Mike and Kelly	GF0515 0.955006%
Sea Clipper LLC Rich Carrol	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%
West Coast Fishery Investments LLC (Aleutian Spray) Craig Cross	GF0154 & GF0904 & GF0971 5.116051% 2.159780% 2.209872%
Whaley, Lloyd D. and Todd Todd Whaley	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 2011 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	NORDIC STAR O.N. 961	NORDIC FURY.. O.N. 542651
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