

Final Report
of the
Mothership Fleet Cooperative
2005

Presented to the
North Pacific Fishery Management Council
January 30, 2006

Introduction

In 2005 the mothership sector (as defined in Section 208 (c) and (d) of the American Fisheries Act) managed its Bering Sea pollock allocation under the provisions of a cooperative agreement. All nineteen of the vessels qualified to participate in the mothership sector are members of the “Mothership Fleet Cooperative” (MFC) and are bound by the terms of that cooperative’s membership agreement. Only seventeen of the nineteen vessels belonging to the MFC participated in Alaska groundfish fisheries in 2005. The mothership sector is assigned 10% of the BSAI directed pollock quota as per Section 206 (b) of the American Fisheries Act (AFA).

In addition to the membership agreement mentioned above, the MFC is a signatory to the 2005 Intercooperative Agreement, the Cod Allocation Agreement, and the Salmon Bycatch Management Agreement. These contracts establish the global rules by which all of the cooperatives jointly manage pollock harvest limits and non-pollock groundfish sideboards, prohibited species sideboards, and salmon bycatch avoidance measures.

Reporting Requirements

This report is intended to fully disclose all information required and identified for inclusion in an annual report to the North Pacific Fishery Management Council pursuant to Section 210 (a)(1) A and B of the American Fisheries Act and C.F.R. 679.60 (American Fisheries Act Management Measures) Section (d).

Mothership Fleet Cooperative Shares

It is important to note that the AFA requires a “cooperative of the whole” rather than separate and distinct cooperatives oriented to each processor within the sector, as is the case in the inshore sector. The AFA also provides an exemption to the Sherman Anti-Trust Act for the three AFA-qualified mothership processors (EXCELLENCE, GOLDEN ALASKA, OCEAN PHOENIX), allowing them to participate as members of the cooperative if at least eighty percent of the eligible catcher vessels are members of the co-op. Despite this allowance, the three mothership processors are not currently members of the MFC.

Neither the language in the AFA nor the Mothership Fleet Cooperative Membership Agreement binds catcher vessels delivering to motherships to a particular processor within a fishing year or season.

Membership in the MFC consists of all 19 eligible catcher vessels. Each vessel has a cooperative share representing its percentage share of the directed pollock quota allocation by the AFA to the mothership sector. Vessel names, owners, and their cooperative shares are listed in Table 1 below.

Table 1. Mothership Fleet Cooperative Share Percentages

Co-op Member(s)	Vessel(s)	Cooperative Share
Alakanuk Beauty L.L.C.	American Beauty	6.000%
Pacific Dawn	Pacific Challenger	9.671%
Fury Group, Inc.	Nordic Fury Pacific Fury	6.177% 5.889%
Great West Seafoods, Ltd.	Margaret Lyn	5.643%
Katahdin, Inc.	Misty Dawn	3.569%
King and Winge, Inc. Futura Fisheries, Inc.	Vanguard	5.350%
Kydaka Corporation	California Horizon	3.786%
Langesater Fisheries, Inc. Reiten Enterprises, Inc. Arruela Fisheries, Inc.	Oceanic	7.038%
MarGun Fisheries, Inc.	Mar-Gun	6.251%
Mark 1, Inc.	Mark 1	6.251%
Meddar Corporation	Aleutian Challenger	4.925%
Emmonak Leader L.L.P.	Ocean Leader	6.000%
Popado, Inc.	Papado II	2.953%
Supreme Alaska Seafoods, Inc.	Morning Star	3.601%
Traveler Partnership, Inc.	Traveler	4.272%
Vesteraalen L.L.C.	Vesteraalen	6.201%
Wa'atch, Inc.	Alyeska	2.272%
Western Dawn L.L.C.	Western Dawn	4.150%

TOTAL

100%

Term of the Mothership Fleet Cooperative Membership Agreement

In 2002 the MFC Membership Agreement was amended to remove a five-year sunset. Under the amendment language, the MFC can be terminated if and when eighty percent of the MFC members vote in favor of terminating the agreement.

Transfer of Shares Between Catcher Vessels

The Mothership Fleet Cooperative Membership Agreement allows members of the coop to transfer cooperative shares among themselves. Transfers of quota made within a fleet of catchers delivering to a particular mothership (intra-fleet) must be reported to that mothership at the time of delivery. Transfers of allocations between vessels fishing in different mothership fleets (inter-fleet) must be reported to the monitoring agent within seven days prior to the transfer and, in any case, prior to the harvest of the transferred amount. Both intra- and inter-fleet transfers occurred in 2005.

Catch Monitoring

All in-season data used for individual vessel and fleet-wide catch monitoring and management within the mothership sector was obtained from the National Marine Fisheries Service Observer Program. The MFC has contracted with Sea State, Inc. to process the catch data provided by the observer program and to provide in-season management support.

Sea State regularly provides catch reports to each mothership fleet. These reports include cumulative fleet-wide and vessel-level catch data as well as a tow-by-tow summary. Fleet managers are able to reconcile the tow-by-tow catch information provided by Sea State against their own catch records to identify possible data errors and insure accurate catch accounting throughout the fishing season.

Catch and Bycatch of Groundfish and Prohibited Species

The harvest and bycatch of non-pollock and prohibited species (PSC) in the Bering Sea, Aleutian Islands, and Gulf of Alaska is limited by groundfish and PSC sideboards as recommended by the Council and implemented through regulation. Pollock harvest by AFA catcher vessels is limited in the Gulf of Alaska as well. The intent of the sideboards is to limit the catch and bycatch of these species by AFA vessels to “traditional harvest levels”. The Mothership Fleet Cooperative Membership Agreement authorized the cooperative board to allocate sideboard amounts available for directed harvest to each catcher vessel in the cooperative in amounts prorated to each boat’s catch history.

The Mothership Fleet Cooperative Membership Agreement provides that PSC sideboard apportionments may be administered as aggregate caps within the mothership sector. Where necessary and appropriate, the cooperative board is authorized to allocate PSC apportionments to individual vessels. The board is further authorized to order a vessel to stop fishing if that vessel exceeds an assigned apportionment or rate, and to obtain an injunction restraining the

activity of any vessel that fails to heed such an order. PSC was not assigned to individual vessels in 2005.

None of the sideboard caps were exceeded by the Mothership Fleet Cooperative in 2005.

Penalties

The Mothership Fleet Cooperative Agreement includes provisions allowing penalties to be assessed against vessels that exceed their agreed harvest share of pollock and non-pollock species. The Agreement includes a penalty of \$500 per metric ton for pollock harvested in excess of a vessel's allocation. The penalty for overages in the non-pollock fisheries include \$1000 per metric ton of cod harvest in excess of an allocation, \$300 per metric ton for over-harvests of all other BSAI and GOA directed groundfish fisheries. The cooperative established penalties for exceeding assigned PSC caps as well.

The Mothership Fleet Cooperative assessed no penalties in 2005.

Salmon Bycatch Avoidance Reporting

As described above, the Mothership Fleet Cooperative is a signatory to the Intercooperative Salmon Bycatch Management Agreements. In an effort to maximize the incentive to avoid salmon bycatch within the mothership fleet, the MFC created an intra-fleet salmon bycatch reporting program for the 2005 "A" and "B" seasons. This program consists of a daily report from each mothership to the other two motherships and their fleet managers. This report, sent via e-mail, includes the amount of groundfish delivered during the previous day, the number of salmon (Chinook during "A" season and other salmon during "B" season) in the delivered catch, the salmon bycatch rate for that day, and more specific information regarding any tows with a bycatch rate in excess of a pre-determined threshold.

These reports are an efficient way to monitor "real-time" bycatch performance within the mothership fleet and an effective vehicle for "peer pressure"-motivated bycatch reduction.

2005 Directed Pollock Fishery Results

Table 2. 2005 Mothership Fleet Co-op Pollock Allocations and Harvest - MT

Catcher	Co-op %	Co-op MT	Actual MT	Actual %
Aleutian Challenger	4.925%	6439.78	6,678	5.11%
Alyeska	2.272%	2970.80	4,162	3.18%
American Beauty	6.000%	7845.42	9,073	6.94%
California Horizon	3.786%	4950.46	6,539	5.00%
Mar-Gun	6.251%	8173.62	8,157	6.24%
Margaret Lyn	5.643%	7378.62	8,221	6.29%
Mark I	6.251%	8173.62	4,676	3.58%
Misty Dawn	3.569%	4666.72	7,271	5.56%
Morning Star	3.601%	4708.56	0	0.00%
Nordic Fury	6.177%	8076.86	6,879	5.26%
Ocean Leader	6.000%	7845.42	9,314	7.12%
Oceanic	7.038%	9202.68	9,289	7.10%
Pacific Challenger	9.671%	12645.51	5,671	4.34%
Pacific Fury	5.889%	7700.28	8,799	6.73%
Popado II	2.953%	3861.25	0	0.00%
Traveler	4.272%	5585.94	8,187	6.26%
Vanguard	5.350%	6995.50	6,984	5.34%
Vesteraalen	6.201%	8108.24	13,217	10.11%
Western Dawn	4.150%	5426.42	7,548	5.77%
TOTAL	100.0%	130,757	130,665	99.93%
TOTAL UNHARVESTED			92	0.07%

Table 3. PSC Bycatch in 2005 Mothership Fleet Co-op Directed Pollock Fishery by Vessel

Catcher	Groundfish (MT)	Halibut (MT)	Herring (MT)	R. King Crab	Bairdi	Opilio	Chinook	Other salmon
Aleutian Challenger	34	0.03	1.55	0	0	0	136	36
Alyeska	93	0.51	0.00	0	0	0	110	3
American Beauty	59	0.12	9.55	0	0	0	150	1,934
California Horizon	76	0.24	0.78	0	0	0	155	848
Mar-Gun	33	0.22	2.13	0	0	0	31	724
Margaret Lyn	61	0.11	0.71	0	0	0	107	1,206
Mark I	76	0.20	0.00	0	0	0	117	6
Misty Dawn	116	0.24	1.86	0	0	0	211	1,115
Morning Star	0			0	0	0	0	0
Nordic Fury	58	0.19	0.91	0	0	0	144	931
Ocean Leader	86	0.17	1.20	0	0	0	216	1,790
Oceanic	84	0.29	0.32	0	0	0	196	467
Pacific Challenger	84	0.69	10.82	0	0	0	180	589
Pacific Fury	82	0.31	0.28	0	0	0	118	327
Popado II	0			0	0	0	0	0
Traveler	66	0.36	1.03	0	0	0	112	903
Vanguard	45	0.07	0.08	0	0	0	105	1,372
Vesteraalen	130	0.21	2.11	0	0	0	277	1,808
Western Dawn	91	0.16	2.02	0	0	9	184	1,239
TOTAL	1,274	4	35.36	0	0	9	2,550	15,299

Table 4. Aggregate PSC and Groundfish Bycatch in 2005 Mothership Fleet Cooperative Directed Pollock Fishery.

Species	Number	Weight (mt)
Opilio crab	9	
C. bairdi crab	0	
Red king crab	0	
Other species		105.6
Pacific cod		728.0
Other flatfish		22.1
Arrowtooth flounder		36.3
Flathead sole		270.4
Rock sole		108.5
Yellowfin sole		0.7
Turbot		1.4
Other rockfish		0.1
Pacific ocean perch		0.0
Shortraker/Rougheye		0.0
Northern rockfish		0.0
Atka mackerel		0.2
Pacific halibut		4.8
Chum salmon	15,299	
King salmon	2,550	
Pollock		130,664.6
Pacific herring		35.4
Sablefish		0.2
Squid		0

Non-Pollock Groundfish Fisheries

In 2005 mothership catcher vessels participated in fisheries other than in the Bering Sea and Aleutian Islands directed pollock fishery. These fisheries included the BSAI Pacific cod fishery and the several directed fisheries in the Gulf of Alaska.

When developing recommendations for AFA groundfish harvesting sideboards, the North Pacific Fishery Management Council provided an annual exemption to mothership sector catcher vessels from sideboard limitations on harvests of BSAI Pacific cod after March 1.

The Mothership Fleet Cooperative is a signatory to the inter-cooperative agreements and was actively involved in the development of measures and protocols by which the catcher vessels insure compliance with the groundfish and PSC sideboard provisions.

Some of the catcher vessels qualified to participate in the Mothership Fleet Cooperative also participate in an inshore cooperative. Regardless of inshore eligibility, however, all catcher vessels qualified to participate in the mothership sector fish under the mothership sector groundfish and PSC sideboards in the directed BSAI cod fishery. Any of the mothership

catcher vessels that are “dual qualified” fish under the inshore cooperative sideboards in any groundfish fisheries other than BSAI pollock and cod.

Groundfish and PSC mothership cooperative catch and bycatch in non-pollock BSAI and GOA groundfish fishery information is contained in the tables below. As detailed in these report tables, none of the mothership sector groundfish or PSC sideboard caps were exceeded.

Table 5. Mothership Fleet Cooperative 2005 BSAI Pacific Cod Sideboard Amounts and Actual Landings by Vessel.

Vessel	% of Mothership Sideboard	Cod Sideboard MT	Landed Cod RWE
Aleutian Challenger	3.40%	126	230
Alyeska	1.13%	42	0
American Beauty	3.37%	125	0
California Horizon	4.42%	164	0
Mar-Gun	6.62%	246	329
Margaret Lyn	4.15%	154	1,073
Mark I	14.51%	538	86
Misty Dawn	0.00%	0	0
Nordic Fury	8.56%	318	305
Ocean leader	3.79%	141	0
Oceanic	12.97%	481	0
Morning Star	0.25%	9	0
Pacific Challenger	10.27%	381	243
Pacific Fury	7.95%	295	0
Popado II	0.97%	36	0
Traveler	1.99%	74	701
Vanguard	0.98%	36	0
Vesteraalen	8.09%	300	0
Western Dawn	6.59%	244	462
Total	100%	3,710	3,429

Table 6. Mothership Fleet Cooperative Halibut Bycatch Mortality Sector Allocation and Actual PSC Bycatch Mortality in the 2005 Directed BSAI Pacific Cod Fishery.

Vessel	Halibut Mortality Allocation (MT)	Actual Halibut Mortality (MT)	Chinook	Other salmon	Red king crab	Bairdi	Other Tanner	Herring (MT)
Aleutian Challenger	3.64	0	14	15	52	6	3	0
Alyeska	1.21	0	0	0	0	0	0	0
American Beauty	3.61	0	0	0	0	0	0	0
California Horizon	4.73	0	0	0	0	0	0	0
Mar-Gun	7.08	4	1	0	0	279	34	0
Margaret Lyn	4.44	30	5	115	0	3,033	254	0
Mark I	15.53	1	0	0	0	70	11	0
Misty Dawn	0.00	0	0	0	0	0	0	0
Nordic Fury	9.16	5	0	0	0	335	39	0
Ocean leader	4.06	0	0	0	0	0	0	0
Oceanic	13.88	0	0	0	0	0	0	0
Morning Star	0.27	0	0	0	0	0	0	0
Pacific Challenger	10.99	2	0	0	0	160	26	0
Pacific Fury	8.51	0	0	0	0	0	0	0
Papado II	1.04	0	0	0	0	0	0	0
Traveler	2.13	7	11	0	0	489	81	0
Vanguard	1.05	0	0	0	0	0	0	0
Vesteraalen	8.66	0	0	0	0	0	0	0
Western Dawn	7.05	7	0	0	0	448	46	0
Total	107	56	31	130	52	4,820	494	0

Table 7. Total Groundfish Catch in 2005 Mothership Fleet Cooperative BSAI Directed Pacific Cod Fishery.

Species	Landed MT	Discarded MT	Total Groundfish MT
Pacific Cod	3,429	12	3,440
Other Flatfish	2	24	26
Arrowtooth Flounder	4	19	23
Flathead Sole	2	25	27
Rock Sole	7	149	156
Yellowfin Sole	0	14	14
AI - SC/NO		3	
BS - SC/NO		0	
Other Rockfish	0	1	1
Other Species	7	60	67
AI - SR/RE	0	0	0
BS - SR/RE	0	0	0
Atka Mackerel	0	12	12
AI - Pollock	44	0	44
Pollock	0	1	1
Squid	0	0	0
Incidental pollock	87	167	254
AI Turbot		0	
Eastern AI POP	3	0	4
Eastern AI Mackerel	0	0	0
Central AI Mackerel	0	0	0
Total	3,585	487	4,069

Summary

The Mothership Fleet Cooperative successfully managed all directed harvest and bycatch limits in 2005. In addition to insuring that all harvest limits were observed, the MFC dedicated extensive resources to the reduction of salmon bycatch, which proved to be a formidable challenge to the MFC and the pollock harvesting fleet at large.

Our efforts to reduce salmon bycatch included participation in the intercooperative salmon bycatch reduction agreement, the MFC salmon bycatch avoidance reporting program, and ad hoc efforts on the fishing grounds including increased communications between fishermen and fishing fleets and extensive searches for fishing areas with low salmon bycatch rates. Mothership Fleet Cooperative salmon bycatch avoidance measures will be reviewed by the cooperative members with an aim toward increasing the effectiveness of such measures in 2005.

MUNDT MACGREGOR L.L.P.
ATTORNEYS AT LAW

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David Stahl
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R. Shawn Griggs
Duncan R. McIntosh
Mark A. Wilner
Christopher T. Wion

September 13, 2005

Handwritten: M. MacGregor
Sept 13 2005
N.P.F.M.C.

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

Re: Mothership Fleet Cooperative

Dear Mr. Oliver:

Enclosed please find a copy of the Fourth Amendment to Mothership Fleet Cooperative Membership Agreement dated as of January 4, 2005 removing Members Amber Dawn Fisheries, LLC and Chester T. Peterson and adding new Member Pacific Dawn, LLC.

Otherwise, to the best of our knowledge, there have been no changes to the Membership Agreement.

Sincerely yours,

MUNDT MacGREGOR L.L.P.

Handwritten Signature: V. Bayard
Vonnie M. Bayard
Corporate Paralegal

Enclosures

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

MOTHERSHIP FLEET COOPERATIVE

FOURTH AMENDMENT TO MEMBERSHIP AGREEMENT

This FOURTH AMENDMENT TO MEMBERSHIP AGREEMENT is entered into as of January 4, 2005 by and among the entities and vessels listed on Exhibit C hereto (the "Members") and MOTHERSHIP FLEET COOPERATIVE, a Washington nonprofit corporation (the "Cooperative"):

RECITALS

A. The Members, excluding Pacific Dawn, LLC, and the Cooperative are parties to that certain Membership Agreement dated as of January 6, 2000, as amended by that First Amendment to Membership Agreement entered into as of May 31, 2001, that Second Amendment to Membership Agreement entered into as of January 22, 2002 and that Third Amendment to Membership Agreement entered into as of January 6, 2004 (together, the "Membership Agreement").

B. The vessel PACIFIC CHALLENGER, Official Number 518937, has undergone a change in ownership and is now owned 100% by Pacific Dawn, LLC, a Washington limited liability company. Chester T. Peterson has transferred his rights and obligations under the Membership Agreement to Pacific Dawn, LLC.

C. The fishing rights associated with the sunken vessel AMBER DAWN, Official Number 529425, have undergone a change in ownership and are now owned 100% by Pacific Dawn, LLC. Amber Dawn Fisheries, LLC has transferred its rights and obligations under the Membership Agreement to Pacific Dawn, LLC.

AGREEMENT

Now, therefore, the Members hereby agree as follows:

1. Substitution of Member. The parties acknowledge that Chester T. Peterson has assigned and delegated all of his rights and obligations under the Membership Agreement to Pacific Dawn, LLC, and that Pacific Dawn, LLC has assumed all of Chester T. Peterson's obligations under the Membership Agreement. The Membership Agreement is hereby amended to substitute Pacific Dawn, LLC for Chester T. Peterson.

2. Substitution of Member. The parties acknowledge that Amber Dawn Fisheries, LLC has assigned and delegated all of its rights and obligations under the Membership Agreement to Pacific Dawn, LLC, and Pacific Dawn, LLC has assumed all of Amber Dawn Fisheries, LLC's obligations under the Membership Agreement. The Membership Agreement is hereby amended to remove Amber Dawn Fisheries, LLC as a Member and transfer all rights and obligations formerly held by Amber Dawn Fisheries, LLC to Pacific Dawn, LLC.

3. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Membership Agreement shall be in full force and effect among the undersigned.

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

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

ALAKANUK BEAUTY, L.L.C.

By *Don Fleming*
Its *MEM*

AMBER DAWN FISHERIES, LLC.

Outgoing Member
By *Don Fleming*
Its *Member*

EMMONAK LEADER L.L.C.

By *Don Fleming*
Its *MEM*

FURY GROUP, INC.

By *Michael Stone*
Its *President*

GREAT WEST SEAFOODS L.P.

By *J. C. O'...*
Its *President of C+D Fisheries Inc.*
The General Manager

KATAHDIN, INC.

By *Dalene Johnson*
Its *Pres.*

SIGNATURES CONTINUED ON PAGE 3

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By _____
Its _____

KYDAKA CORPORATION

By _____
Its _____

LANGESATER FISHERIES, INC.
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By *Emilio Langesater*
Its *managing member*

MARGUN ENTERPRISES LLC

By _____
Its _____

MARK I, INC.

By _____
Its _____

CHESTER T. PETERSON
Outgoing Member

MEDDAR CORPORATION

By _____
Its _____

PACIFIC DAWN, LLC
New Member

By _____
Its _____

PAPADO, INC.

By _____
Its _____

SUPREME ALASKA SEAFOODS, INC.

By _____
Its _____

SIGNATURES CONTINUED ON PAGE 4

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By _____
Its _____

KYDAKA CORPORATION

By Dale W. Johnson
Its Pres.

LANGESATER FISHERIES, INC.
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By _____
Its _____

MARGUN ENTERPRISES LLC

By Gunnar Alhuso
Its manager

MARK I, INC.

By J. L. D. I.
Its President

CHESTER T. PETERSON

Outgoing Member

Chester T. Peterson

MEDDAR CORPORATION

By _____
Its Pres.

PACIFIC DAWN, LLC

New Member

By Chester T. Peterson
Its manager

PAPADO, INC.

By _____
Its _____

SUPREME ALASKA SEAFOODS, INC.

By T. J. Be
Its President

SIGNATURES CONTINUED ON PAGE 4

AUG-19-2005 02:19PM FROM-Supreme Alaska Seafoods

+206-281-8481

T-406 P.005/006 F-999

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By _____
Its _____

KYDAKA CORPORATION

By *Daniel Johnson*
Its *Br*

LANGESATER FISHERIES, INC.
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By _____
Its _____

MARGUN ENTERPRISES LLC

By *Summar Alkhatib*
Its *Manager*

MARK I, INC.

By *J. L. S. =*
Its *President*

CHESTER T. PETERSON
Outgoing Member

Chester T. Peterson

MEDDAR CORPORATION

By _____
Its *Pres. - M.*

PACIFIC DAWN, LLC
New Member

By *Chester T. Peterson*
Its *manager*

PAPADO, INC.

By *Dean Parker*
Its *Trea*

SUPREME ALASKA SEAFOODS, INC.

By *T. B.*
Its *President*

SIGNATURES CONTINUED ON PAGE 4

KING AND WINGE, INC.
FUTURA FISHERIES, INC.

By *W Hall*
Its PRES.

KYDAKA CORPORATION

By *Dale W. Johnson*
Its Pres.

LANGESATER FISHERIES, INC
REITEN ENTERPRISES, INC.
ARRUELA FISHERIES, INC.

By _____
Its _____

MARGUN ENTERPRISES LLC

By *Sumner Johnson*
Its Manager

MARK I, INC.

By *A. L. D.*
Its President

CHESTER T. PETERSON
Outgoing Member

Chester T. Peterson

MEDDAR CORPORATION

By *[Signature]*
Its Pres.

PACIFIC DAWN, LLC
New Member

By *Chester T. Peterson*
Its manager

PAPADO, INC.

By _____
Its _____

SUPREME ALASKA SEAFOODS, INC.

By *[Signature]*
Its President

SIGNATURES CONTINUED ON PAGE 4