

MUNDT MACGREGOR L.L.P.
ATTORNEYS AT LAW

Jay H. Zulauf
Wm. Paul MacGregor
David Stahl
Matthew L. Fick
Joseph M. Sullivan
Joe B. Stansell

OF COUNSEL
Janet H. Cheetham

999 Third Avenue • Suite 4200
Seattle, Washington • 98104-4082

Telephone (206) 624-5950
Facsimile (206) 624-5469

November 28, 2001

John H. Chun
R. Shawn Griggs
Christopher S. McNulty
Supryia M. Ray
Melissa A. Weiland

SPECIAL COUNSEL
Lisa Riveland Pagán

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

SENT VIA DHL

Re: Peter Pan Fleet Cooperative

Dear Chris:

Enclosed please find the following documents related to the above-referenced cooperative:

- Agreement to Process dated as of December 1, 2001; and
- 2002 Addendum to Membership Agreement.

There have been no amendments to the Membership Agreement. The enclosed Harvest Schedule, which was attached to the January 18, 2001 version of the Addendum, lists all the vessels currently belonging to the cooperative. Please note, however, that the vessels' Harvest Schedule percentages for 2002 are expected to be different, as NMFS is expected to make a 2002 allocation to the cooperative in connection with the PROVIDIAN catch history.

Sincerely yours,

MUNDT MacGREGOR L.L.P.



Antonetta S. Cornwell
Legal Assistant

Enclosures

cc: Mr. Dale Schwarzmiller (w/out encl.)
Mr. Joseph M. Sullivan (w/out encl.)
Mr. Kent Lind (w/out encl.)

EXHIBIT A

PETER PAN FLEET COOPERATIVE

BERING SEA/ALEUTIAN ISLANDS POLLOCK FISHERY
HARVEST SCHEDULE

Members and Vessels	Percentage of Allocation
F/V AMBER DAWN Amber Dawn Fisheries L.L.C.	6.91%
F/V AMERICAN BEAUTY American Beauty, Inc.	2.08%
F/V ELIZABETH F Elizabeth F., Inc.	21.76%
F/V OCEANIC Oceanic and Owners, Inc.	7.61%
F/V OCEAN HOPE I Nina Fisheries, Inc.	31.11%
F/V OCEAN LEADER Ocean Leader, Inc.	3.09%
F/V PROVIDIAN Ocean Spray Partnership	0.00%
F/V WALTER N Elizabeth F., Inc.	22.76%
F/V TOPAZ Topaz Partnership	4.68%
Total	100.00%

AGREEMENT TO PROCESS

This AGREEMENT TO PROCESS is entered into as of December 1, 2001, by Peter Pan Seafoods, Inc., a Washington corporation ("Peter Pan"), with reference to the following facts:

A. The American Fisheries Act (the "Act") authorizes the Secretary of Commerce to reserve portions of the Bering Sea/ Aleutian Islands ("BS/ AI") pollock inshore directed fishing allowance for harvesting only by members of qualifying fishery cooperatives.

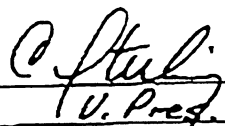
B. Under the Act, a contract implementing a qualifying fishery cooperative must specify (i) that, other than as permitted under Section 210(b)(6) of the Act, the cooperative's catcher vessels will deliver pollock in the BS/ AI directed pollock fishery only to the processor to which such vessels delivered more pollock than to any other AFA inshore processor in the last year in which the vessels engaged in directed fishing for pollock in the BS/ AI for delivery to the inside sector, and (ii) that such processor has agreed to process such pollock.

C. The owners of eighty percent (80%) of the catcher vessels that delivered more pollock to the Peter Pan plant in King Cove, Alaska (the "Plant") in the last year in which the vessels engaged in directed fishing for pollock for delivery to the inside sector have agreed, subject to the provisions of Section 210(b)(6) of the Act and related provisions in the Peter Pan Fleet Cooperative (the "Cooperative") Membership Agreement, to deliver pollock from the BS/ AI directed pollock fishery only to the Plant.

D. Peter Pan is willing to agree to process the BS/ AI directed pollock fishery harvest of the Cooperative's members' vessels, to enable the Cooperative to obtain an allocation of BS/ AI pollock under Section 210 of the Act.

Now, therefore, Peter Pan hereby agrees to purchase and process pollock harvested in the BS/ AI directed pollock fishery by the Cooperative's members' catcher vessels, on terms and conditions to be agreed upon by and between Peter Pan and such vessels' owners. Peter Pan hereby acknowledges and agrees that, pursuant to Section 210(b)(6) of the Act, such vessels may deliver up to ten percent (10%) of the Cooperative's BS/ AI pollock allocation to qualified shoreside processors other than Peter Pan.

PETER PAN SEAFOODS, INC.

By 
Its U. Pres.

PETER PAN FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

2002 ADDENDUM

Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the Peter Pan Fleet Cooperative Membership Agreement dated as of December 17, 1999 shall be in full force and effect among the undersigned for the year 2002.

In addition, each of the undersigned hereby certifies that the vessel on behalf of which it is executing this Addendum: (i) delivered more pollock to Peter Pan Seafoods, Inc. than to any other AFA inshore processor in the last year in which the vessel engaged in directed fishing for pollock in the BSAI for delivery to the inshore sector; (ii) agrees to fish under terms authorized under an AFA catcher vessel permit with an inshore endorsement; and (iii) that such vessel has no permit sanctions or other type of sanctions against it that would prevent it from fishing for groundfish in the BSAI.

Dated effective as of the 1st day of December, 2001.

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.

F/V ELIZABETH F
Elizabeth F., Inc.

By: [Signature]
Its: President - Amber Dawn Fisheries L.L.C.

By: _____
Its: _____

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: _____
Its: _____

By: _____
Its: _____

Signatures continued on page 2.

PETER PAN FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

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Dated effective as of the 1st day of December, 2001.

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.


F/V ELIZABETH F
Elizabeth F., Inc.

By: _____
Its: _____

By: 
Its: vice president

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: 
Its: vice president

By: _____
Its: _____

Signatures continued on page 2.

PETER PAN FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

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Dated effective as of the 1st day of December, 2001.

F/V AMBER DAWN
Amber Dawn Fisheries L.L.C.

F/V ELIZABETH F
Elizabeth F., Inc.

By: _____
Its: _____

By: _____
Its: _____

F/V WALTER N
Elizabeth F., Inc.

F/V OCEANIC
Oceanic and Owners, Inc.

By: _____
Its: _____

By: Emor Langner
Its: MANAGER / PARTNER

Signatures continued on page 2.

F/V AMERICAN BEAUTY
American Beauty, Inc.

By: *Don Slany*
Its: *mgr.*

F/V OCEAN LEADER
Ocean Leader, Inc.

By: *Don Slany*
Its: *mgr.*

F/V PROVIDIAN
Ocean Spray Partnership

By: _____
Its: _____

F/V MORNING STAR
Nina Fisheries, Inc.

By: _____
Its: _____

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
American Beauty, Inc.

By: _____
Its: _____

F/V OCEAN LEADER
Ocean Leader, Inc.

F/V MORNING STAR
Nina Fisheries, Inc.

By: _____
Its: _____

By: Kathy Shepard
Its: Corp. Treasurer

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
American Beauty, Inc.

By: _____
Its: _____

F/V OCEAN LEADER
Ocean Leader, Inc.

F/V MORNING STAR
Nina Fisheries, Inc.

By: _____
Its: _____

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: Robert Raber
Its: Principle

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
American Beauty, Inc.

By: _____
Its: _____

F/V OCEAN LEADER
Ocean Leader, Inc.

F/V MORNING STAR
Nina Fisheries, Inc.

By: _____
Its: _____

By: _____
Its: _____

F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

Mark D Chandler

By: _____
Its: _____

By: Mark D. Chandler
Its: Pres: Chandler Fisheries Inc.

PETER PAN FLEET COOPERATIVE

By: _____
Its: _____

F/V AMERICAN BEAUTY
American Beauty, Inc.

By: _____
Its: _____

F/V OCEAN LEADER
Ocean Leader, Inc.

F/V MORNING STAR
Nina Fisheries, Inc.

By: _____
Its: _____

By: _____
Its: _____


F/V PROVIDIAN
Ocean Spray Partnership

F/V TOPAZ
Topaz Partnership

By: _____
Its: _____

By: _____
Its: _____

PETER PAN FLEET COOPERATIVE

By:  _____
Its: president _____

MUNDT MACGREGOR LLP
ATTORNEYS AT LAW

Jay H. Zulauf
Wm. Paul MacGregor
David Stahl
Matthew L. Fick
Joseph M. Sullivan
Joe B. Stansell

OF COUNSEL
Janet H. Cheetham

999 Third Avenue · Suite 4200
Seattle, Washington · 98104-4082

Telephone (206) 624-5950
Facsimile (206) 624-5469
November 28, 2001

John H. Chun
R. Shawn Griggs
Christopher S. McNulty
Supryia M. Ray
Melissa A. Weiland

SPECIAL COUNSEL
Lisa Riveland Pagan

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

SENT VIA DHL

Re: UniSea Fleet Cooperative

Dear Chris:

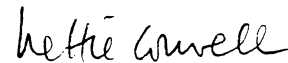
Enclosed please find the following documents related to the above-referenced cooperative:

- Agreement to Process dated as of December 1, 2001;
- First Amendment to Membership Agreement dated as of May 10, 2001; and
- 2002 Addendum to Membership Agreement.

Please note that the STARWARD no longer qualifies for the UniSea Fleet Cooperative and its owner has therefore not signed the 2002 Addendum. The Harvest Schedule attached to the First Amendment includes the STARWARD and the 2001 allocation percentages.

Sincerely yours,

MUNDT MacGREGOR L.L.P.



Antonetta S. Cornwell
Legal Assistant

Enclosures

cc: Mr. Jeff Hendricks (w/out encl.)
Mr. Joseph M. Sullivan (w/out encl.)
Mr. Kent Lind (w/out encl.)

AGREEMENT TO PROCESS

This AGREEMENT TO PROCESS is entered into as of December 1, 2001, by UniSea, Inc., a Washington corporation ("UniSea"), with reference to the following facts:

A. The American Fisheries Act (the "Act") authorizes the Secretary of Commerce to reserve portions of the Bering Sea/ Aleutian Islands ("BS/ AI") pollock inshore directed fishing allowance for harvesting only by members of qualifying fishery cooperatives.

B. Under the Act, a contract implementing a qualifying fishery cooperative must specify (i) that, other than as permitted under Section 210(b)(6) of the Act, the cooperative's catcher vessels will deliver pollock in the BS/ AI directed pollock fishery only to the processor to which such vessels delivered more pollock than to any other AFA inshore processor in the last year in which the vessels engaged in directed fishing for pollock in the BS/ AI for delivery to the inside sector, and (ii) that such processor has agreed to process such pollock.

C. The owners of eighty percent (80%) of the catcher vessels that delivered more pollock to the UniSea plant in Dutch Harbor, Alaska (the "Plant") in the last year in which the vessels engaged in directed fishing for pollock for delivery to the inside sector have agreed, subject to the provisions of Section 210(b)(6) of the Act and related provisions in the UniSea Fleet Cooperative (the "Cooperative") Membership Agreement, as amended, to deliver pollock from the BS/ AI directed pollock fishery only to the Plant.

D. UniSea is willing to agree to process the BS/ AI directed pollock fishery harvest of the Cooperative's members' vessels, to enable the Cooperative to obtain an allocation of BS/ AI pollock under Section 210 of the Act.

Now, therefore, UniSea hereby agrees to purchase and process pollock harvested in the BS/ AI directed pollock fishery by the Cooperative's members' catcher vessels, on terms and conditions to be agreed upon by and between UniSea and such vessels' owners. UniSea hereby acknowledges and agrees that, pursuant to Section 210(b)(6) of the Act, such vessels may deliver up to ten percent (10%) of the Cooperative's BS/ AI pollock allocation to qualified shoreside processors other than UniSea.

UNISEA, INC.

By 
Its PRESIDENT

FIRST AMENDMENT TO MEMBERSHIP AGREEMENT

This FIRST AMENDMENT TO MEMBERSHIP AGREEMENT is entered into as of May 10, 2001 by and among the entities and vessels listed on Exhibit A hereto, and any other members admitted pursuant to this Agreement (together, the "Members") and UNISEA FLEET COOPERATIVE, a Washington nonprofit corporation (the "Cooperative").

RECITALS

A. The Members and the Cooperative are parties to that certain Membership Agreement dated as of December 14, 1999 (the "Membership Agreement"), the 2001 Addendum dated as of December 1, 2000, and the 2001 Amended Addendum dated as of December 28, 2000.

B. The Members and the Cooperative wish to delete the text of Section 12 of the Membership Agreement in its entirety and replace it with a new Section 12.

AGREEMENT

Now, therefore, the members agree as follows:

1. Deletion of Provision. The members agree to delete Section 12 in its entirety and replace it with the following:

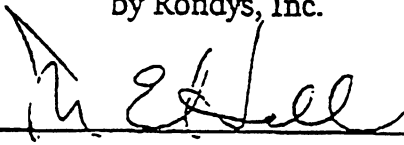
"12. Distribution of Open Market Percentage. The Members acknowledge that under the Act up to ten percent (10%) of the Allocation may be delivered to any duly qualified BS/AI shoreside pollock processor. The Members have agreed that the Cooperative is not authorized to act as a marketing association on their behalf. Therefore, the Members and the Cooperative hereby agree that each Member shall have the right to deliver up to ten percent (10%) of such Member's Harvest Schedule percentage to any duly qualified BS/AI shoreside pollock processor(s), on such terms and conditions as the Member or its duly qualified marketing agent and such processor(s) may agree."

2. Other Provisions. Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the UniSea Fleet Cooperative Membership Agreement dated as of December 14, 1999 shall remain in full force and effect among the undersigned.

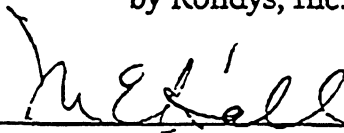
3. Counterparts and Fax. This Amendment may be signed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of the Amendment by telefacsimile transmission shall have the effectiveness of delivering a signed original.

Dated as of the date first set forth above.


F/V ALSEA
by Rondys, Inc.

By 
Margaret Hall, General Mgr.

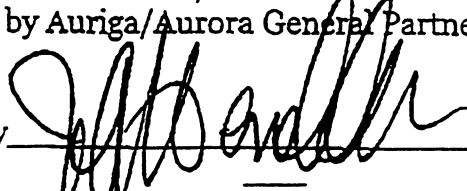
F/V ARGOSY
by Rondys, Inc.

By 
Margaret Hall, General Mgr.

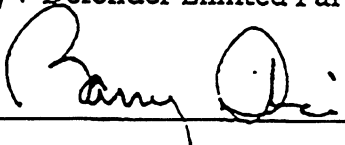
F/V AMERICAN EAGLE
by Tynes Enterprises, Inc.

By 
Reidar Tynes, President

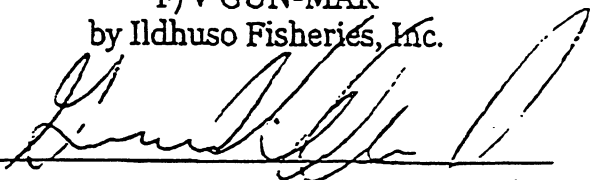
F/V AURIGA
F/V AURORA
by Auriga/Aurora General Partnership

By 
Jeff Hendricks, Manager

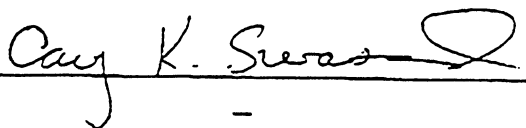
F/V DEFENDER
by F/V Defender Limited Partnership

By 
Barry Ohai, Mgr.

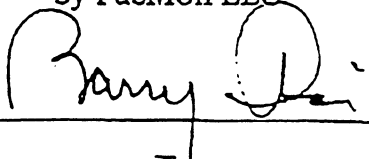
F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By 
Gunnar Ildhuso, Jr., President

F/V NORDIC STAR
by Blue Boat Corporation


By 
Cary K. Swanson

PACIFIC MONARCH
by PacMon LLC

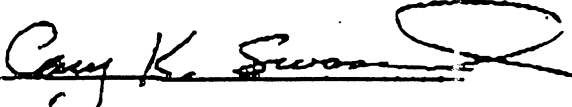
By 
Barry Ohai, Authorized Agent

Signatures continued on next page

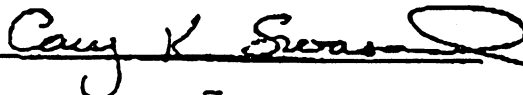
F/V SEADAWN
by FY Fisheries, Inc.

By 
Fred Yeck, President

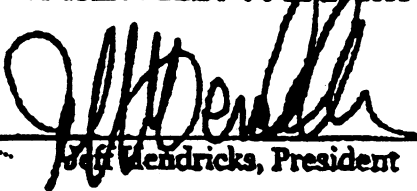
F/V STARFISH
F/V STARLITE
by Aleutian Spray Fisheries, Inc.

By 
Cary Swasand, President

F/V STARWARD
by Aleutian Spray Fisheries, Inc.

By 
Cary Swasand, President

UNISEA FLEET COOPERATIVE

By 
Jeff Hendricks, President

AMENDED EXHIBIT A

UNISEA FLEET COOPERATIVE

BERING SEA POLLOCK FISHERY
HARVEST SCHEDULE

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

MEMBER	VESSEL(S)	PERCENTAGE OF "ALLOCATION"
Rondys, Inc.	ALSEA - ON 626517 ARGOSY - ON 611365	6.888% 6.761%
Tynes Enterprises, Inc.	AMERICAN EAGLE - ON 558605	4.423%
Aurora/Auriga General Partnership	AURIGA - ON 639547 AURORA - ON 636919	12.068% 13.593%
F/V Defender Limited Partnership	DEFENDER - ON 554030	14.339%
Ildhuso Fisheries, Inc.	GUN-MAR - ON 640130	9.192%
Blue Boat Corporation	NORDIC STAR - ON 584684	4.183%

Aleutian Spray Fisheries, Inc.	STARFISH - ON 561651 STARLITE - ON 597065 STARWARD - ON 617807	6.159% 5.073% 4.982%
FY Fisheries, Inc.	SEADAWN - ON 548685	5.726%
PacMon LLC	PACIFIC MONARCH - ON 557467	6.612%

UNISEA FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

2002 ADDENDUM

Each of the undersigned hereby acknowledges and agrees that the terms and conditions of the UniSea Fleet Cooperative Membership Agreement dated as of December 14, 1999, as amended by that First Amendment to Membership Agreement dated as of May 10, 2001, shall be in full force and effect among the undersigned for the year 2002.

In addition, each of the undersigned hereby certifies that the vessel on behalf of which it is executing this Addendum: (i) delivered more pollock to UniSea, Inc. than to any other AFA inshore processor in the last year in which the vessel engaged in directed fishing for pollock in the BSAI for delivery to the inshore sector; (ii) agrees to fish under terms authorized under an AFA catcher vessel permit with an inshore endorsement; and (iii) that such vessel has no permit sanctions or other type of sanctions against it that would prevent it from fishing for groundfish in the BSAI.

Dated effective as of the 1st day of December, 2001.


F/V ALSEA
by Rondys, Inc.

By 
Margaret Hall, General Mgr.

F/V AMERICAN EAGLE
by Tynes Enterprises, Inc.

By _____
Reidar Tynes, President

F/V ARGOSY
by Rondys, Inc.

By 
Margaret Hall, General Mgr.

F/V AURIGA
F/V AURORA
by Auriga/ Aurora General Partnership

By _____
Jeff Hendricks, Manager

Signatures continued on page 2.

UNISEA FLEET COOPERATIVE

MEMBERSHIP AGREEMENT

2002 ADDENDUM

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Dated effective as of the 1st day of December, 2001.

F/V ALSEA
by Rondys, Inc.


F/V ARGOSY
by Rondys, Inc.

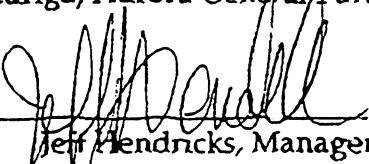
By _____
Margaret Hall, General Mgr.

By _____
Margaret Hall, General Mgr.

F/V AMERICAN EAGLE
by Tynes Enterprises, Inc.

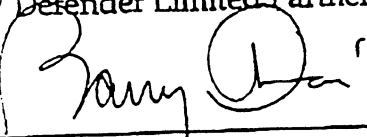
F/V AURIGA
F/V AURORA
by Auriga/Aurora General Partnership

By 
Reidar Tynes, President

By 
Jeff Hendricks, Manager

Signatures continued on page 2

F/V DEFENDER
by F/V Defender Limited Partnership

By 
Barry Ohai, Mgr.

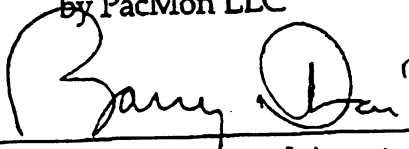
F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By _____
Gunnar Ildhuso, Jr., President

F/V NORDIC STAR
by Blue Boat Corporation

By 

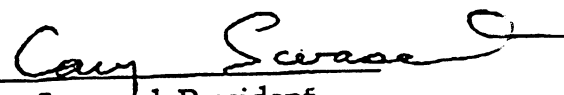
PACIFIC MONARCH
by PacMon LLC

By 
Barry Ohai, Authorized Agent

F/V SEADAWN
by FY Fisheries, Inc.

By _____
Fred Yeck, President

F/V STARFISH
F/V STARLITE
by Aleutian Spray Fisheries, Inc.

By 
Cary Swase, President

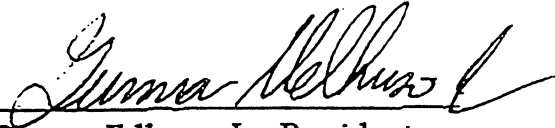
UNISEA FLEET COOPERATIVE

By _____
Jeff Hendricks, President

F/V DEFENDER
by F/V Defender Limited Partnership

By _____
Barry Ohai, Mgr.

F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By 
Gunnar Ildhuso, Jr., President

F/V NORDIC STAR
by Blue Boat Corporation

By _____

PACIFIC MONARCH
by PacMon LLC

By _____
Barry Ohai, Authorized Agent

F/V SEADAWN
by FY Fisheries, Inc.

By _____
Fred Yeck, President

F/V STARFISH
F/V STARLITE
by Aleutian Spray Fisheries, Inc.

By _____
Cary Swasand, President

UNISEA FLEET COOPERATIVE

By _____
Jeff Hendricks, President

17

F/V DEFENDER
by F/V Defender Limited Partnership

By _____
Barry Ohai, Mgr.

F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By _____
Gunnar Ildhuso, Jr., President

F/V NORDIC STAR
by Blue Boat Corporation

By _____

PACIFIC MONARCH
by PacMon LLC

By _____
Barry Ohai, Authorized Agent

F/V SEADAWN
by FY Fisheries, Inc.

By  _____
Fred Yeck, President

F/V STARFISH
F/V STARLITE
by Aleutian Spray Fisheries, Inc.

By _____
Cary Swasand, President

UNISEA FLEET COOPERATIVE

By _____
Jeff Hendricks, President

F/V DEFENDER
by F/V Defender Limited Partnership

By _____
Barry Ohai, Mgr.

F/V GUN-MAR
by Ildhuso Fisheries, Inc.

By _____
Gunnar Ildhuso, Jr., President

F/V NORDIC STAR
by Blue Boat Corporation

By _____

PACIFIC MONARCH
by PacMon LLC

By _____
Barry Ohai, Authorized Agent

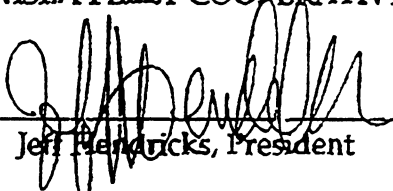
F/V SEADAWN
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By _____
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UNISEA FLEET COOPERATIVE

By  _____
Jeff Hendricks, President

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Janet H. Cheedham

SPECIAL COUNSEL
Lisa Riveland Pagán

November 29, 2001

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

SENT VIA FAX

Re: High Seas Catchers' Cooperative - Annual Contract Filing

Dear Chris:

Enclosed is a copy of the Third Amendment to Membership Agreement dated as of August 3, 2001 for High Seas Catchers' Cooperative (formerly Offshore Pollock Catcher Cooperative). This amendment substitutes American Seafoods Company LLC for ASC, Inc. (formerly American Seafoods Company).

Otherwise, to the best of our knowledge, there have been no changes to the Membership Agreement. Please note, however, that the correct name of the owner of F/V SEA STORM is Sea Storm Fisheries, Inc. (it was erroneously listed as "Sea Storm, Inc." in the Membership Agreement).

Sincerely yours,

MUNDT MacGREGOR L.L.P.



Antonetta S. Cornwell
Legal Assistant

Enclosures

- cc: Mr. Dave Fraser (w/ out encl.)
- Mr. Joseph M. Sullivan (w/ encl.)
- Mr. Kent Lind (w/ encl.)

THIRD AMENDMENT TO MEMBERSHIP AGREEMENT

This THIRD AMENDMENT TO MEMBERSHIP AGREEMENT (this "Third Amendment") is entered into as of August 3, 2001 by and among FORUM STAR, INC., ASC, INC. (formerly, American Seafoods Company), AMERICAN SEAFOODS COMPANY LLC, HARVESTER ENTERPRISES, INC., MUIR MILACH, INC., TRACY ANNE, INC., NEAKAHNIE LLC, and SEA STORM, INC. (together, the "Members") and HIGH SEAS CATCHERS' CO-OP, a Washington nonprofit corporation (the "Cooperative").

RECITALS

A. The Members (excluding American Seafoods Company LLC) and the Cooperative are parties to that certain Membership Agreement dated as of December 19, 1998, as amended by (i) that certain Amendment to Membership Agreement dated January 14, 1999 and (ii) that certain Second Amendment to Membership Agreement dated April 19, 2000 (the "Membership Agreement").

B. ASC, Inc. has transferred its rights and obligations under the Membership Agreement to American Seafoods Company LLC, a Delaware limited liability company.

AGREEMENT

Now, therefore, the members agree as follows:

1. Substitution of Member. The parties acknowledge that ASC, Inc. has assigned all of its rights under the Membership Agreement to American Seafoods Company LLC, and American Seafoods Company LLC has assumed all of ASC, Inc.'s obligations under the Membership Agreement. The Membership Agreement is hereby amended to substitute American Seafoods Company LLC for ASC, Inc., as a Member of the Cooperative.

2. Other Provisions. Other than as amended by the initial Amendment of January 14, 1999, the Second Amendment of April 19, 2000, and this Third Amendment, all provisions of the Membership Agreement remain in full force and effect.

3. Counterparts and Fax. This Third 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 this Third Amendment by telefacsimile transmission shall have the effectiveness of delivering a signed original.

EXECUTED as of the date first written above.

FORUM STAR, INC.

By: James W. Johnson
Its: Owner/ Mgr.

TRACY ANNE, INC.

By: _____
Its: _____

AMERICAN SEAFOODS COMPANY LLC

By: _____
Its: _____

NEAKAHNIE LLC

By: _____
Its: _____

HARVESTER ENTERPRISES, INC.

By: _____
Its: _____

SEA STORM, INC.

By: _____
Its: _____

MUIR MILACH, INC.

By: [Signature]
Its: president

HIGH SEAS CATCHERS
COOPERATIVE

By: [Signature]
Its: president

ASC, INC.

By: _____
Its: _____

EXECUTED as of the date first written above.

FORUM STAR, INC.

By: _____
Its: _____

TRACY ANNE, INC.

By: [Signature]
Its: Vice President

AMERICAN SEAFOODS COMPANY LLC

By: _____
Its: _____

NEAKAHNIE LLC

By: _____
Its: _____

HARVESTER ENTERPRISES, INC.

By: _____
Its: _____

SEA STORM, INC.

By: _____
Its: _____

MUIR MILACH, INC.

By: _____
Its: _____

HIGH SEAS CATCHERS
COOPERATIVE

By: _____
Its: _____

ASC, INC.

By: _____
Its: _____

EXECUTED as of the date first written above.

FORUM STAR, INC.

TRACY ANNE, INC.

By: _____
Its: _____
Its: _____

By: _____

AMERICAN SEAFOODS COMPANY LLC

NEAKAHNIE LLC

By: Mark G. G.
Its: President
Its: _____

By: _____

HARVESTER ENTERPRISES, INC.

SEA STORM, INC.

By: _____
Its: _____
Its: _____

By: _____

MUIR MILACH, INC.

HIGH SEAS CATCHERS
COOPERATIVE

By: _____
Its: _____
Its: _____

By: _____

ASC, INC.

By: Mark G. G.
Its: President
Its: _____

EXECUTED as of the date first written above.

FORUM STAR, INC.

TRACY ANNE, INC.

By: _____
Its: _____

By: _____
Its: _____

AMERICAN SEAFOODS COMPANY LLC

NEAKAHNIE LLC

By: _____
Its: _____

By: *A. C. C.*
Its: CHAIRMAN

HARVESTER ENTERPRISES, INC.

FISHBOULES
SEA STORM, INC.

By: _____
Its: _____

By: *A. C. C.*
Its: ASSISTANT

MUIR MILACH, INC.

HIGH SEAS CATCHERS
COOPERATIVE

By: _____
Its: _____

By: _____
Its: _____

ASC, INC.

By: _____
Its: _____

EXECUTED as of the date first written above.

FORUM STAR, INC.

TRACY ANNE, INC.

By: _____
Its: _____

By: _____
Its: _____

AMERICAN SEAFOODS COMPANY LLC

NEAKAHNIE LLC

By: _____
Its: _____

By: _____
Its: _____

HARVESTER ENTERPRISES, INC.

SEA STORM, INC.

By: Step M Mames
Its: PARTNER

By: _____
Its: _____

MUIR MILACH, INC.

HIGH SEAS CATCHERS
COOPERATIVE

By: _____
Its: _____

By: _____
Its: _____

ASC, INC.

By: _____
Its: _____