

Memorandum of Agreement

Between the At-sea Processors Association and the Best Use Cooperative

This document serves as a Memorandum of Agreement (MOA) between the At-sea Processors Association (APA) and the Best Use Coalition (BUC) to permit participants in the Marine Stewardship Council (MSC) Alaska pollock and Alaska flatfish certifications to market harvests of Alaska pollock in the flatfish certifications and incidental and directed harvests of flatfish by participants in the Alaska pollock certifications as eligible to carry the MSC logo, subject to participants complying with chain of custody and other relevant MSC program requirements.

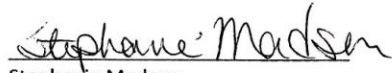
This MOA is developed pursuant to guidance received from the MSC and the MSC-accredited certification body, Moody Marine Ltd., that incidental harvests of one MSC certified species taken in another MSC certified fishery can be marketed as eligible to carry the MSC logo. In the matter of any flatfish taken in a directed fishery by a participant in the Alaska pollock fishery, the MSC program grants the fishery client the right—and, in fact, encourages client fisheries—to permit participation by others in the fishery. This MOA authorizes the appropriate certification body (or bodies), which is currently Moody Marine Ltd., to include the names of all eligible program participants on the relevant certificates.

In this matter, APA is acting as the designated client for the Bering Sea/Aleutian Islands (BSAI) and Gulf of Alaska (GOA) Alaska pollock certifications. Once this MOA is signed by both fishery clients, APA will direct Moody Marine Ltd. to include on the BSAI and GOA pollock certificates all participants in the BSAI and GOA flatfish certifications. BUC, acting as the client for the BSAI and GOA flatfish certifications, will similarly direct Moody Marine Ltd. to add all participants on the BSAI and GOA pollock certificates to the BSAI and GOA flatfish certificates.

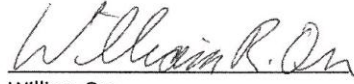
Each party to this agreement shall retain a unilateral option to withdraw from this MOA and/or from participation in the MSC certification program. If either party elects to exercise one or both withdrawal options, it shall provide written notice to the other party 180 days prior to the effective date of such withdrawal. Once such an option is exercised, this MOA shall become null and void and neither party will have any continuing obligations hereunder.

Each party to this MOA shall be responsible for paying all costs associated with the ongoing maintenance of its respective certification under the MSC program.

The representatives of APA and BUC listed below are authorized to enter into this agreement, which becomes effective immediately upon both parties signing the MOA.



Stephanie Madsen
Executive Director
At-sea Processors Association



William Orr
President
Best Use Coalition

Dated: July 1, 2010

cc: Moody Marine Ltd.
Marine Stewardship Council
Surefish