

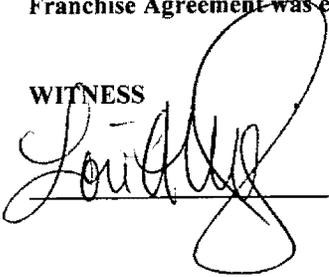
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PERSONAL GUARANTY

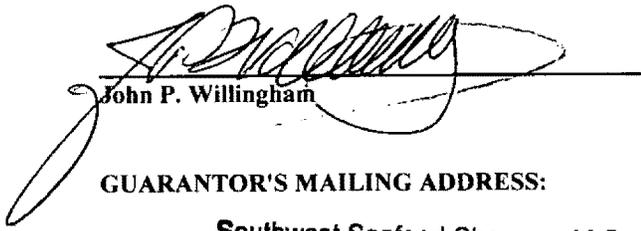
In consideration of, and as an inducement to, the execution of the Franchise Agreement with SOUTHWEST SEAFOOD SHOPPES, LLC, ("Franchisee") dated June 21, 2002, by Long John Silver's, Inc. ("LJS"), the undersigned hereby personally and unconditionally guarantees to LJS, its affiliates, successors, assigns, parent and its parent's other subsidiaries, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement. The undersigned further waives acceptance and notice of acceptance of the foregoing undertakings; notice of demand for payment of any indebtedness or for performance of any obligations hereby guaranteed; protest and notice of default to any party with respect to the indebtedness or performance of obligations hereby guaranteed; any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which he or she may be entitled. The undersigned further consents and agrees that his or her direct and immediate liability under this Guaranty shall be joint and several; that he or she shall render any payment or performance required under Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; that such liability shall not be contingent or conditioned upon the pursuit of any remedies against Franchisee or any other person; and that such liability shall not be diminished, relieved or otherwise affected by the extension of time, credit or any other indulgence which LJS, its affiliates, successors, assigns, parent or its parent's other subsidiaries, may, from time to time, grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty. This Guaranty shall continue and be irrevocable throughout the term of the Franchise Agreement and any extensions thereof, and Guarantor's obligations hereunder shall not be diminished or affected by the termination or expiration of the term of the Franchise Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the same day and year as the above Franchise Agreement was executed.

WITNESS



GUARANTOR



John P. Willingham

GUARANTOR'S MAILING ADDRESS:

Southwest Seafood Shoppes, LLC
4321 N. Bear Claw Way
Tucson, Arizona 85749

GUARANTOR'S SOCIAL SECURITY NUMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **Long John Silver's, Inc.** ("LJS"), a Delaware corporation and/or **LJS Advertising, Inc.**, a Delaware corporation (hereinafter referred to as "Obligees," whether one or both) to enter into certain Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts and to do certain business with **Southwest Seafood Shoppes, LLC** (the "Obligor"), of Tucson, Arizona, the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, and all renewals and extensions thereof, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts between Obligees and the Obligor, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of a LJS outlet (hereinafter referred to as the "Outlet") located at 7120 East Broadway, Tucson, AZ 85710.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by LJS, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other Guarantors as parties thereto. If Obligees institute and prevail in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail in any such action instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities.

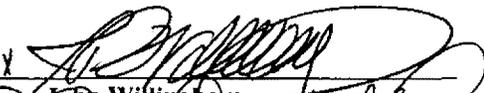
Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

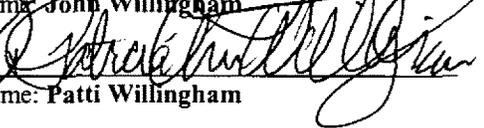
The amount of the maximum aggregate liability of the Guarantors under this Guaranty is the sum of Two Hundred-Fifty Thousand and no/100 dollars (\$250,000) and the date on which this Guaranty terminates is Twenty (20) years from the date of execution set forth below, provided, however, that such termination shall not affect the liability of the Guarantors with respect to:

- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

Executed this _____ day of JAN 20 2005, 20____.

GUARANTORS:

Signature: 
Printed Name: John Willingham

Signature: 
Printed Name: Patti Willingham

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **Long John Silver's, Inc.** ("LJS"), a Delaware corporation and/or **LJS Advertising, Inc.**, a Delaware corporation (hereinafter referred to as "Obligees," whether one or both) to enter into certain Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts and to do certain business with **Southwest Seafood Shoppes, LLC** (the "Obligor"), of Tucson, Arizona, the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, and all renewals and extensions thereof, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts between Obligees and the Obligor, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of a LJS outlet (hereinafter referred to as the "Outlet") located at 4030 East 22nd Street, Tucson, AZ 85711.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by LJS, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other Guarantors as parties thereto. If Obligees institute and prevail in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail in any such action instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

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In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by LJS, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other Guarantors as parties thereto. If Obligees institute and prevail in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail in any such action instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

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Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities.

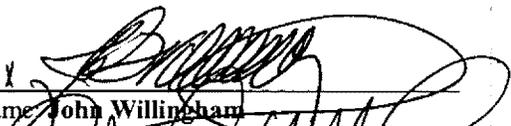
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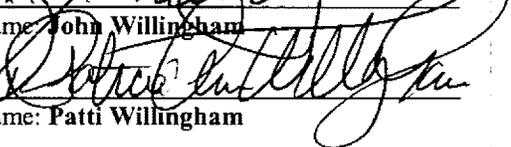
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- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

Executed this _____ day of JAN 20 2005, 20_____.

GUARANTORS:

Signature: 
Printed Name: John Willingham

Signature: 
Printed Name: Patti Willingham

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

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In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by LJS, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other Guarantors as parties thereto. If Obligees institute and prevail in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail in any such action instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

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