



VIA UPS OVERNIGHT DELIVERY

January 27, 2011

Southwest Seafood Shoppes, LLC
Attn: John Willingham
4321 N. Bear Claw Way
Tucson, AZ 85749

RE: NOTICE OF DEFAULT, LJS RESTAURANT(S), AND DEMAND FOR
PAYMENT OF ROYALTY AND/OR ADVERTISING FEES —
STORES 07459, 07555, 07606, 07705, & 07919

Dear John:

Your Long John Silver's, Inc. ("LJS") Franchise Agreement(s) (the "Agreement(s)") for the location(s) set forth on Exhibit "A" attached hereto grants you the right to operate an LJS Restaurant at that location. So that our customers can consistently receive the uniform high quality of product, service, customer satisfaction and national image for which LJS is known, the Agreement(s) also contains continuing obligations of the Franchisee. This is to advise you that you are in default of those obligations as follows:

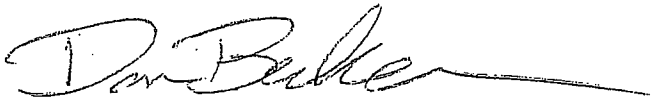
1. Failure to remit royalty and/or advertising fees for the month(s) set forth on Exhibit "A".
2. Failure to remit monthly sales reports for the month(s) set forth on Exhibit "A".

Under the terms of your Agreement(s) or applicable state law, you have 10 days from the date this Notice is mailed to you (which is the date hereof) to pay in full the royalty and/or advertising fees described above. If you fail to pay LJS in full before such 10 day period expires, your Agreement(s) will terminate effective the first day following such 10 day period. In the event you receive a subsequent Notice of Default for a default other than the one described in this letter, the subsequent Notice of Default will in no way extend the period designated herein for curing the default described in this letter.

Due to the seriousness of this matter, we urge you to remedy your defaults as soon as possible and, in any event, within the time period described above. If you have any questions, or if you have already remitted the required payments, please call me right away at 1-800-544-5774.

Thank you in advance for your cooperation.

Very truly yours,

A handwritten signature in cursive script that reads "Don Becker". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Don Becker
Division Counsel

EXHIBIT "A"

Royalty

<u>CUSTOMER ID</u>	<u>ADDRESS</u>	<u>DEFAULT TIMEFRAME</u>
07459	4105 N. Oracle Rd. Tucson, AZ 85705	October 2010 November 2010 December 2010
07555	7120 E. Broadway Tucson, AZ 85710	October 2010 November 2010 December 2010
07606	4030 E. 22 nd St. Tucson, AZ 85711	October 2010 November 2010 December 2010
07705	3700 S. 6 th Ave. Tucson, AZ 85713	October 2010 November 2010 December 2010
07919	4640 W. Ina Rd. Tucson, AZ 85741	October 2010 November 2010 December 2010

EXHIBIT "A" (Continued)

Advertising

<u>CUSTOMER ID</u>	<u>ADDRESS</u>	<u>DEFAULT TIMEFRAME</u>
07459	4105 N. Oracle Rd. Tucson, AZ 85705	September 2010 October 2010 November 2010 December 2010
07555	7120 E. Broadway Tucson, AZ 85710	September 2010 October 2010 November 2010 December 2010
07606	4030 E. 22 nd St. Tucson, AZ 85711	September 2010 October 2010 November 2010 December 2010
07705	3700 S. 6 th Ave. Tucson, AZ 85713	September 2010 October 2010 November 2010 December 2010
07919	4640 W. Ina Rd. Tucson, AZ 85741	September 2010 October 2010 November 2010 December 2010



VIA UPS OVERNIGHT DELIVERY

March 15, 2011

Southwest Seafood Shoppes, LLC
Attn: John Willingham
4321 N. Bear Claw Way
Tucson, AZ 85749

RE: NOTICE OF DEFAULT, LJS RESTAURANT(S), AND DEMAND FOR
PAYMENT OF ROYALTY AND/OR ADVERTISING FEES —
STORES 07459, 07555, 07606, 07705, & 07919

Dear John:

Your Long John Silver's, Inc. ("LJS") Franchise Agreement(s) (the "Agreement(s)") for the location(s) set forth on Exhibit "A" attached hereto grants you the right to operate an LJS Restaurant at that location. So that our customers can consistently receive the uniform high quality of product, service, customer satisfaction and national image for which LJS is known, the Agreement(s) also contains continuing obligations of the Franchisee. This is to advise you that you are in default of those obligations as follows:

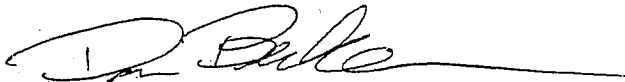
1. Failure to remit royalty and/or advertising fees for the month(s) set forth on Exhibit "A".

Under the terms of your Agreement(s) or applicable state law, you have **10** days from the date this Notice is mailed to you (which is the date hereof) to pay in full the royalty and/or advertising fees described above. If you fail to pay LJS in full before such **10** day period expires, your Agreement(s) will terminate effective the first day following such **10** day period. In the event you receive a subsequent Notice of Default for a default other than the one described in this letter, the subsequent Notice of Default will in no way extend the period designated herein for curing the default described in this letter.

Due to the seriousness of this matter, we urge you to remedy your defaults as soon as possible and, in any event, within the time period described above. If you have already remitted the required payments or you have questions regarding this Notice of Default, please contact Debbie Leonard at 1-800-544-5774, extension 2059.

Thank you in advance for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Don Becker", with a long horizontal line extending to the right.

Don Becker
Division Counsel

EXHIBIT "A"

Royalty & Advertising

<u>CUSTOMER ID</u>	<u>ADDRESS</u>	<u>DEFAULT TIMEFRAME</u>
07459	4105 N. Oracle Rd. Tucson, AZ 85705	January 2011
07555	7120 E. Broadway Tucson, AZ 85710	January 2011
07606	4030 E. 22 nd St. Tucson, AZ 85711	January 2011
07705	3700 S. 6 th Ave. Tucson, AZ 85713	January 2011
07919	4640 W. Ina Rd. Tucson, AZ 85741	January 2011