



VIA UPS OVERNIGHT DELIVERY

April 7, 2011

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

RE: NOTICE OF TERMINATION, LONG JOHN SILVER'S RESTAURANT(s)
FOR ROYALTY AND ADVERTISING – STORES 07459, 07555, 07606,
07705, & 07919

Dear John:

This is to advise you that you have failed to cure the defaults in your obligations under the Long John Silver's Franchise Agreement(s) (the "Agreement") as set forth on Exhibit "A" attached hereto. Such defaults were set forth in the Notices of Default dated January 27, 2011 and March 15, 2011.

Accordingly, pursuant to prior notice, and under the provisions of Section 11 of the Agreement, Long John Silver's, Inc. has the right to terminate the Agreement. This letter constitutes notice to you that Long John Silver's, Inc. has elected to exercise its right to terminate the Agreement effective as of the date hereof. As a result of this termination, Long John Silver's, Inc. will advise all distributors and suppliers to immediately cease distribution of any and all Long John Silver's proprietary products and all products bearing Long John Silver's trademarks or service marks to your formerly franchised restaurant. Furthermore, you must immediately comply with all of your post-termination obligations under the Agreement, including, without limitation:

1. Return to Long John Silver's, Inc. all Confidential Operating Manuals, together with all other materials containing, in whole or in part, any trade secrets, confidential materials, operating instructions, or business practices.
2. Discontinue the use of any and all service marks, trademarks and trade names of Long John Silver's, Inc. and the use of any and all signs, menu board inserts, point of sale materials and printed goods bearing such marks or names or any reference thereto.

3. Renovate or refurbish the restaurant sufficiently to eliminate any possibility of confusion in the mind of the public that your restaurant is in any manner connected with Long John Silver's, Inc. or any of its licensed restaurants. Such renovation will require changing the building interior and exterior color scheme and removing glass, removing light fixtures, and other items bearing any of the marks, symbols, color schemes or identifications of Long John Silver's, Inc.

4. Cease operating or doing business under any name or in any manner that might tend to give the general public the impression that your franchise with Long John Silver's, Inc. is still in force, or that you are in any way connected with Long John Silver's, Inc. or authorized to use Long John Silver's, Inc. trademarks.

5. Cease making, using, or availing yourself of any of the trade secrets, trademarks of, or information imparted by Long John Silver's, Inc., and do not disclose or reveal any such other information or any portion thereof to others.

6. Remove any and all characteristically designed roof or building features.

7. We are also requiring you to cease and desist operation of the restaurant located at 4640 W. Ina Road in Tucson, AZ. This location is not subject to any franchise agreement. You have been operating this location without an agreement and this practice must cease immediately. All trademarks and service marks must be removed on an expedited basis.

This Notice of Termination does not in any way release you from any existing or continuing obligation incurred under the provisions of the Agreement or any other agreement you may have with Long John Silver's, Inc. or any of its affiliates and any applicable national and/or local advertising cooperative. The acceptance by Long John Silver's, Inc. of any sums of money due from you, or the acceptance of any payments purporting to be for royalties or advertising fees applying to periods following the termination of your Franchise Agreement(s), shall not constitute a waiver by Long John Silver's, Inc. of any of its rights under the Agreement. Our retention and negotiation of any payments is without waiver or prejudice of Long John Silver's, Inc.'s position. Long John Silver's, Inc. may elect to retain any payments purporting to be for royalties or advertising fees applying to periods following the termination as partial payment of damages, costs and expenses incurred as the result of your unauthorized use of Long John Silver's, Inc.'s trademarks and systems at the restaurant in question.

Very truly yours,



Don Becker
Division Counsel
Long John Silver's, Inc.

EXHIBIT "A"

Royalty

<u>Location</u>	<u>Agreement Date</u>	<u>Default Timeframe</u>	<u>Address</u>
07459	06/21/2002	12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4105 N. Oracle Rd. Tucson, AZ 85705
07555	01/20/2005	12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	7120 E. Broadway Tucson, AZ 85710
07606	01/20/2005	12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4030 E. 22 nd St. Tucson, AZ 85711
07705	01/20/2005	12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	3700 S. 6 th Ave. Tucson, AZ 85713
07919	01/20/2005	12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4640 W. Ina Rd. Tucson, AZ 85741

EXHIBIT "A" (Continued)

Advertising

<u>Location</u>	<u>Agreement Date</u>	<u>Default Timeframe</u>	<u>Address</u>
07459	06/21/2002	10/01/2010 – 10/31/2010 11/01/2010 – 11/30/2010 12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4105 N. Oracle Rd. Tucson, AZ 85705
07555	01/20/2005	10/01/2010 – 10/31/2010 11/01/2010 – 11/30/2010 12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	7120 E. Broadway Tucson, AZ 85710
07606	01/20/2005	10/01/2010 – 10/31/2010 11/01/2010 – 11/30/2010 12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4030 E. 22 nd St. Tucson, AZ 85711
07705	01/20/2005	10/01/2010 – 10/31/2010 11/01/2010 – 11/30/2010 12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	3700 S. 6 th Ave. Tucson, AZ 85713
07919	01/20/2005	10/01/2010 – 10/31/2010 11/01/2010 – 11/30/2010 12/01/2010 – 12/31/2010 01/01/2011 – 01/31/2011	4640 W. Ina Rd. Tucson, AZ 85741