

GUARANTOR(S) AGREEMENT

DATE: _____

In consideration of the extension of credit by SEAFOOD SUPPLY COMPANY L.P. to

(Your Company Name)

(Debtor), the undersigned, jointly and severally, hereinafter called Guarantor, whether one or more, agree to pay SEAFOOD SUPPLY COMPANY L.P. (Creditor) its successors or assigns, at its office in Dallas, Texas, any and all indebtedness or other liability which Debtor may now or at any time hereafter owe Creditor, together with interest and collection costs as may be provided in any agreement evidencing or relating to said indebtedness. Guarantor expressly waives diligence on the part of Creditor in the collection of any and all said indebtedness or other liability, protest, notice and all extensions that may be granted to the Debtor, and Creditor shall be under no obligation to notify Guarantor if its acceptance hereof, nor of any advances made or credit extended on the faith hereof, nor of the failure of Debtor to pay said indebtedness as it matures, nor said indebtedness, or in bringing suit to enforce collection thereof or debt due under this Guaranty.

No change or modification in the ownership of the Debtor or Guarantor, or any one or more of them, shall have any effect whatsoever on the liability of the Debtor and/or Guarantor for any indebtedness to Creditor incurred prior to the receipt by Creditor of written notice of such change or modification.

This is a continuing Guaranty and shall apply to and cover all indebtedness and renewals thereof. The Guarantor, or one or more of them, may give to Creditor written notice of revocation by registered mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction or commitment previously undertaken by Creditor in reliance on this Guaranty.

Creditor shall not be required to pursue any remedies before invoking the benefits of this Guaranty against any endorses or any collateral, and Creditor may from time to time substitute or withdraw collateral of release security without affecting the obligations of Guarantor hereunder.

This Guaranty shall be binding upon the parties hereto, their legal representatives, successors and assigns.

Without limiting any other express waiver, consent or agreement, the undersigned further waives all rights, if any, of the undersigned under Rule 31, Texas Rules of Civil Procedure, or Chapter 34 of the Texas Business and Commerce Code, or Section 17.001 of the Texas Civil Practice and Remedies Code and to the extent the undersigned is subject to the Texas Revised Partnership Act ("TRPA") or Section 152.306 of the Texas Business Organizations Code ("BOC"), compliance by Seafood Supply Company L.P. with Section 3.05(d) of TRPA and Section 152.306(b) of BOC.

NOTICE: As part of its credit analysis, SSC may obtain reports from credit agencies regarding any business applying for credit (the "Applicant") and any individual or business entity which offers to guarantee the Applicant's credit (the "Guarantor"). By requesting credit from SSC the Applicant and Guarantor authorize SSC to contact directly all references including those listed herein and to obtain reports from credit agencies

GUARANTOR SIGNATURES MUST BE NOTORIZED BELOW

Guarantor (stock owner only)

Guarantor (stock owner only)

Signature

Signature

Name

Name

Home Address

Home Address

City, State & Zip Code

City, State and Zip Code

Home Telephone Number & Social Security #

Home Telephone Number & Social Security #

Witness Whereof, the parties hereto have caused these presents to be executed the day and year below written.

Signature of authorized Seafood Supply Representative

Date

SWORN TO AND SUBSCRIBED TO BEFORE ME ON THIS _____ DAY OF _____, 20 _____

Notary Signature _____

My Commission expires: _____ Notary Public in and for the State of Texas